

STUDENT PLACEMENT AGREEMENT

THIS AGREEMENT made as of the ____ day of _____, 20__ (the “**Effective Date**”) and expires as of the ____ day of _____, 20__ (pursuant to Section 3)

BETWEEN:

Carleton University

(hereinafter referred to as the “**University**”)

And

(hereinafter referred to as the “**Placement Site**”)

(collectively referred to as “**the Parties**”)

WHEREAS the University offers the opportunity for students of the University to receive academic credit for an un-paid Placement experience in order to obtain a certificate, diploma or degree with the University;

WHEREAS the University seeks Placement experiences that provide students with an opportunity to relate classroom theory to practical application;

WHEREAS the University views Placement experiences as a valuable opportunity for students to apply classroom theory to practical tasks in a workplace setting; and

WHEREAS the Placement Site is prepared to offer Placement experiences for students to obtain academic credit as part of their course of study with the University;

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, it is agreed between the Parties hereto as follows:

1. PURPOSE AND RATIONALE OF THE PLACEMENT AGREEMENT

The purpose of this Placement Agreement is to outline the obligations of the Parties to ensure that Practice Education is beneficial to Placement Students, the University and the Placement Site. The intent of this Placement Agreement is to make clear that the purpose of Practice Education is to provide

Placement Students with the opportunity to practice core competencies and apply classroom theory to practical tasks in the workplace. As the encourages students to complete Practice Education and the Placement Site is willing to supervise and evaluate Practice Education, a Placement Agreement between the Parties which clearly outlines the Parties' expectations in respect of Practice Education is required.

2. DEFINITIONS

- a) **Applicable Law** means all present and future laws, statutes and regulations, applicable to any person, property or event relating to this Placement Agreement, and all directives, rules, guidelines, orders and policies of any governmental authority having authority over that person, property or event and all general principles of common law and equity.
- b) **Confidential Information** means all data, information and material relating to the Placement Site, and its services, employees, contractors, service providers or individuals who the Placement Site serves, irrespective of whether it is stored in written, electronic or any other form, that Placement Students and University Representative receive, in connection with this Placement Agreement, including (i) personal information regarding the Placement Site's employees and persons served by the Placement Site(ii) records, and (iii) any information about the business or operations that is not generally known or available to the public.
- c) **Designated Staff** means the individual appointed by the Placement Site with whom the University can direct all correspondence.
- d) **Effective Date** has the meaning set out above.
- e) **FIPPA** means the *Freedom of Information and Protection of Privacy Act* of Ontario and regulations thereto, as amended or substituted from time to time.
- f) **University Representative** means any instructor, officer, director and employee of the University.
- g) **Intellectual Property** means all intellectual property rights of whatever nature and kind including, but not limited to, all domestic and foreign trademarks, business names, trade names, domain names, trading styles, logos, patents, trade secrets, confidential information, industrial designs and copyrights, whether registered or unregistered, and all applications for registration, renewals, modifications and extensions thereof, and any inventions, formulae, product formulations, processes and processing methods, technology and techniques, know how, research and technical data, studies, findings, algorithms, instructions, guides, manuals and designs, in all cases whether or not patented or patentable and whether or not fixed in any medium whatsoever, and the right to bring actions and other proceedings against third parties for the past, present or future infringement or misuse of such rights.
- h) **Personal Information** means recorded information about an identifiable individual other than contact information as set out in FIPPA.
- i) **Placement Term** means the time period during which the Student is receiving Practice Education at the Placement Site in accordance with the terms of this Agreement.

- j) **Practice Education** means the component of a student's course of study that occurs in the Placement Site's workplace for which the student receives academic credit to obtain a certificate, diploma or degree from the University.
- k) **Program** means those educational programs offered by the University and recognized by the Province.
- l) **Student** means a student of the University who is selected by the University to participate in Practice Education.
- m) **WSIB** has the meaning set out in Section 8.1.

3. TERM

This Placement Agreement will be in effect for a period of five years from the last date of execution. The Parties will review the Placement Agreement when requested by either Party and, if any changes are required, the provisions will be revised in writing with agreement of the Parties.

4. RENEWAL PROVISION

This agreement may be renewed by mutual agreement by the parties for an additional five-year term.

5. MUTUAL OBLIGATIONS

The Parties agree:

- 5.1. To work collaboratively to enhance the Practice Education of Students, including but not limited to identifying appropriate Practice Education.
- 5.2. To promote inter-professional Practice Education planning, delivery and evaluation.
- 5.3. To comply with the provisions of this Placement Agreement and Applicable Laws in delivering Practice Education.

6. OBLIGATIONS OF THE INSTITUTION

The University acknowledges and agrees that it is an independent body and not the agent, partner or joint venture of the Placement Site and the University will not present itself to the public as such or make representations to Students or others that the Placement Site has approved the Programs.

The University agrees:

- 6.1. To provide, in writing, the name(s) and contact information of University Representative responsible for Practice Education at the University and to whom all communication from the Placement Site may be sent.
- 6.2. To ensure all Students are duly registered at the University, are in good standing and satisfy all of the University and performance standards necessary for participation in Practice Education.
- 6.3. To provide reasonable administrative support in promoting and coordinating Student Placements for the internship.
- 6.4. To be responsible for determining the amount of academic credit to be earned by the Student through the Placement and will establish all academic requirements that the Student must meet to earn the credit.

- 6.5. To ensure that the Placement Site's evaluation of the Practice Education is considered in the Student's academic assessment for the relevant aspect of the Student's programs or course of study.
- 6.6. To be responsible for the final evaluation of the Student's performance.
- 6.7. To take reasonable steps to ensure that the Student and University Representative are aware of and comply with the Placement Agreement.
- 6.8. That the University Representative will instruct the Student:
 - 6.8.1. To fulfil the Placement requirements (e.g., immunizations, Police Record Check) as per the **Student Attestation Form (see Schedule A)**.
 - 6.8.2. That they will be required to comply with Carleton's Placement policies along with the Placement Site's policies, procedures, rules, and regulations (including the Placement Site's policies on confidentiality and security).
 - 6.8.3. That the local costs, such as accommodations, meals, and other personal expenses in connection with the Practice Education will be the responsibility of the student. Neither the University nor Placement Site will be responsible for such expenses unless otherwise set forth in this Agreement.

7. OBLIGATIONS OF THE PLACEMENT SITE

The Placement Site agrees to:

- 7.1. Provide the University with a description of the Placement role which will be approved by the University before confirming the commencement of the Practice Education (completed via the Student-Agency Contract, which is to be filled out in collaboration with the Student).
- 7.2. Ensure an appropriate work setting, including consideration for health, safety and welfare of Students that is consistent with the Ministry of Labour, Immigration, Training and Skills Development.
- 7.3. Provide the opportunity for the Student to achieve and demonstrate the intended learning outcomes, as set out in the Student-Agency Contract (where applicable to the program requirements).
- 7.4. To provide the University, in writing, the name and contact information for a designated individual to whom all communication from the University may be sent.
- 7.5. Be responsible for determining the Student's Practice Education schedule, in accordance with the Employment Standards Act in Ontario.
- 7.6. Ensure a Student's hours are scheduled within reason as determined between the Placement Site and Student. Normally, it is expected that a Student's work hours will be 7 hours per week.
- 7.7. Comply with all applicable laws, including, but not limited to, all applicable health and safety regulations. Where no local health and safety regulations are present, at minimum Canadian health and safety standards will apply.
- 7.8. To provide an orientation, which will include, at minimum, information pertaining to occupational safety, health and security for Students and to provide reasonable access to facilities, equipment and resources for use of the Student that may reasonably be required to enable the Student to satisfy the Practice Education's learning outcomes.
- 7.9. Complete and return any required evaluations to the University according to any reasonable schedule proposed by the University.

8. HEALTH AND SAFETY

- 8.1. The University undertakes to ensure that all Students, throughout their Placement Terms, have the appropriate Workplace Safety and Insurance Board ("WSIB") or equivalent coverage, if

required, and ensure that all students have requisite personal insurance coverage (including Ontario Health Insurance Plan or University Health Insurance Plan) in the event of an incident or injury.

- 8.2. The Placement Site will reasonably cooperate with the University in ensuring that the Placement WSIB or equivalent insurance coverage meets the documentation and other requirements for the premiums to be paid by the Government of Ontario.
- 8.3. The University undertakes to take all reasonably necessary steps required to ensure that the Placement Site will not be deemed the “employer” for the purposes of WSIB or equivalent coverage, if required, including but not limited to electing to be considered the employer of the Student during the Placement Term, remitting WSIB premiums, accident costs and any reporting obligations arising. The University shall take no steps with respect to the cancellation of any workplace safety coverage for a Student without notice to the Placement Site.
- 8.4. Any and all claims arising from incidents or injury of a Student during the Placement Term shall be managed by the University. The Placement Site will cooperate fully with the University in managing any such claim.
- 8.5. The University shall ensure that Students are aware of their responsibility to immediately report any work-related injuries or diseases sustained by the Student during the Placement Term to the Placement Site’s Occupational Health and Wellness Department, as well as to the University, as soon as is reasonably possible.

9. INSURANCE

- 9.1. The University will, without limiting its liabilities under this Placement Agreement and at its own expense, maintain the following types of insurance with insurers licensed to do business in Canada, covering the University and the Student and such insurance must be primary and will not require the sharing of any loss by any insurer of the Placement Site:
 - 9.1.1. Commercial General Liability insurance in the minimum amount of \$5,000,000 per occurrence, and such insurance will include the Student as additional insured, a cross liability provision, and an endorsement to provide 30 days advance notice to the Placement Site of material change or cancellation; and
 - 9.1.2. Where any Practice Education under this Placement Agreement involves a Student enrolled in a Program leading to a degree, diploma or certification in a profession that requires a degree of specialized skills, expertise and knowledge, Professional (Errors and Omissions or Malpractice) Liability insurance in the minimum amount of \$2,000,000 per claim, and such insurance will include an endorsement to provide 30 days advance written notice to the Placement Site of cancellation.
- 9.2. The University Representative will provide on request evidence of the required insurance by way of a completed Certificate of Insurance on execution of this Placement Agreement annually on renewal of the required insurance policies, and from time to time, if requested by the Placement Site.
- 9.3. The Placement Site will, without limiting its liabilities under this Placement Agreement and at its own expense, maintain the following types of insurance with insurers licensed to do business in Canada, covering the University and the Student and such insurance must be primary and will not require the sharing of any loss by any insurer of the University:
 - 9.3.1. Commercial General Liability insurance in the minimum amount of \$5,000,000 per occurrence, and such insurance will include the University as additional insured, a cross

liability provision, and an endorsement to provide 30 days advance notice to the University of material change or cancellation.

- 9.4. Students covered under this Placement Agreement are not covered by Workers' Compensation coverage maintained by the Placement Site. The University has arranged for such coverage for Students.

10. STUDENT/NON-EMPLOYEE STATUS

Students will not be deemed to be employees of the Placement Site or the University and will not receive any financial compensation from the Placement Site for their Placement activities. It is further understood that the Student will not at any time replace or substitute for any employee of the Placement Site, nor will the Student perform any of the duties normally performed by an employee of the Placement Site except such duties as are a part of their training and are performed by the Student under the direct supervision of a Placement Site employee.

11. SUSPENSION AND REMOVAL

- 11.1. The Placement Site reserves the right to suspend, temporarily pending investigation, or terminate a Practice Education in circumstances where the Placement Site determines the Student has, or there are reasonable grounds to believe that the Student has:
 - 11.1.1. Failed to comply with the legislation, rules, regulations and policies of the Placement Site or this Placement Agreement or any other agreement between the Placement Site and the Student;
 - 11.1.2. Endangered the mental or physical health or safety of any person; or
 - 11.1.3. Otherwise interfered with or compromised the operations of the Placement Site and/or the best interests of the people served by the Placement Site.
- 11.2. The Placement Site will work in cooperation with the University to investigate those incidents which result in suspension of Practice Education. The Placement Site and the University will make good faith efforts to resolve any concerns, but the decision to terminate Practice Education will ultimately be that of the Placement Site. This right will not be exercised without the Placement Site's prior consultation with the University.

12. MUTUAL TERMS AND CONDITIONS

- 12.1. This Agreement will begin on the date of execution and will continue throughout the term of the Placement, outlined in section 3, unless it is earlier terminated in accordance with the termination provisions of this agreement, outline in section 14.
- 12.2. Neither Party will assume any financial obligations under this Agreement except as specifically provided for. This Agreement does not create an obligation for either Party to provide resources necessary to carry out any part of this Agreement except as approved of by the Party responsible for providing those resources.
- 12.3. The University will have the right to refuse to send a Student to participate in, or require a Student to withdraw from, the Placement at the Placement Site at any time if, in the University's sole discretion, the Student's health and/or safety becomes a concern or is threatened.
- 12.4. To the extent permitted by applicable law, the Parties agree to the timely sharing of any information relating to possible concerns, disciplinary or otherwise, that the Placement Site may have, or of which the Placement Site is aware, relating to a Student of the University placed at

the organization prior to this Agreement. The Placement Site also agrees to provide timely responses to any reasonable specific requests for information that the University may make regarding a Student placed at the Placement Site pursuant to this Agreement.

- 12.5. Both Parties subscribe to a policy of equal opportunity and do not discriminate on the basis of sex, gender identity and/or expression, sexual orientation, ability, age, race, ethnicity, national origin, or religion. Both Parties will abide by these principles in the administration of this Agreement, and neither Party will impose criteria for a Student's participation in Practice Education that would violate the principles of non-discrimination.
- 12.6. Each Party shall defend, indemnify and hold harmless the other party, its board members, officers, employees, agents, and the Student from and against any costs, losses, liabilities, expenses, demands and judgments, including court costs and attorney fees, which may arise out of the indemnifying Party's acts or omissions under this Agreement for which the indemnifying Party would be liable in law or equity. The indemnifying Party shall keep the other Party reasonably apprised of the continuing status of the claim, including any proceedings resulting from it, and shall permit the other Party, at its expense, to participate in the defense or settlement of the claim.
- 12.7. Each Party agrees it will not use the other Party's name(s), mark(s), or logo(s) in any advertising, promotional material, press release, publication, public announcement, or through other media, written, oral, or otherwise, without the prior consent of the other party. Prior written consent will not be required for use of the other Party's name in the context of factual or descriptive statements regarding the subject matter of this Agreement.
- 12.8. Provide necessary health and safety training where applicable and based on relative capacity of both parties. Training that cannot be accommodated by either party will become the student's responsibility to organize and complete at their cost.

13. PRIVACY AND CONFIDENTIALITY

- 13.1. The University acknowledges that in participating in Practice Education, the University Representative and Students will have access to Confidential Information and that such information is subject to obligations of privacy and confidentiality including the provisions of FIPPA.
- 13.2. The University acknowledges and agrees that all Confidential Information is deemed to be the property of the Placement Site and this Placement Agreement does not grant the University, University Representative and/or Students any authority to use, disclose, collect or retain Confidential Information except to the extent strictly required for participation in Practice Education.
- 13.3. The University agrees to:
 - 13.3.1. Promptly report to the Designated Staff any breaches or potential breaches of any of the Placement Site's policies respecting privacy or confidentiality and provide assistance and cooperation with any investigation conducted by the Placement Site into such breach.
 - 13.3.2. Upon request, to promptly return any Provincial records or Confidential Information in the possession of the University and exercise due diligence to facilitate the return of any Confidential Information in the possession of University Representative or Student.
- 13.4. The University acknowledges that this Placement Agreement requires the University to disclose Personal Information of Students and contact information of University Representative to the Placement Site.

13.5. The Placement Site will protect the Personal Information of Students and University Representatives that are in its custody and control in accordance with all applicable privacy laws.

14. TERMINATION

- 14.1. This Placement Agreement shall come into force on the date on which it is executed by both Parties.
- 14.2. This Placement Agreement can be terminated by either Party, at any time, by giving written notice to the other Party to the agreement at least thirty (30) days in advance.
- 14.3. In the event of termination or expiration of this Agreement for any reason, any Student(s) in Practice Education at the Placement Site shall be allowed to complete the full term of the placement as agreed to by Parties.
- 14.4. The Placement Site acknowledges that the commitments and responsibilities of the University with respect to education are reflected in the policies and procedures of the University and the same may be amended from time to time. The Placement Site therefore accepts that these policies and procedures must continue to be reflected in the implementation of the terms of this Placement Agreement which may be subsequently negotiated from time to time by authorized officers of the Parties.
- 14.5. Subject to the preceding paragraph, this Placement Agreement may be amended only by the written consent of both Parties.
- 14.6. Termination will not affect the obligations of either Party with respect to any act, omission or event that occurs prior to the end of the effective date of termination.
- 14.7. The University and the Placement Site will make good faith efforts to resolve any dispute related to this Placement Agreement by amicable negotiations. All claims, disputes or issues in dispute between the Parties that are not resolved by negotiation will, with the agreement of the Parties, be decided by mediation, or failing agreement, in a Court of competent jurisdiction within the province of Ontario.

15. GENERAL TERMS

- 15.1. This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral.
- 15.2. Nothing in this Agreement shall create binding obligations that may not be overridden by unilateral decisions reflecting overriding financial or other circumstances confronting any of the parties to this Agreement.
- 15.3. This Agreement may be executed in counterparts and all of the counterparts when taken together shall constitute one binding agreement. This Agreement may be executed and delivered electronically and each of the parties hereto may rely on digital signature as though such digital signature were an original signature.
- 15.4. The Parties shall not be responsible to the other for acts of nature, riots, war, labour strikes, lockouts, pandemics, epidemics, or extraordinary unforeseen events beyond the reasonable control of a Party to this Agreement.
- 15.5. This Agreement does not create an obligation to exclusivity between the Parties, and the Parties may enter Student Placement agreements with other organizations.
- 15.6. If any provision of this Agreement is found to be illegal, invalid or unenforceable, such provision or portion of the provision shall be severable from this Agreement, and the remaining provisions shall continue in effect.

- 15.7. This Agreement shall be binding upon the successors and assigns of the Parties.
- 15.8. All references to currency in this Placement Agreement pertain to Canadian dollars.
- 15.9. No amendment or modification to this Placement Agreement is enforceable unless in writing and signed by the parties.
- 15.10. This Placement Agreement is to be read with all references to all stakeholders both in singular and plural form. Without limiting the generality of the foregoing, if only one Student is placed with the Placement Site during the term, or any part thereof, this Placement Agreement will be read so that references to one Student apply to more than one Student.
- 15.11. Any notice which may be given under this Placement Agreement shall be delivered electronically and shall be addressed in the case of the University to:

Attention/Title: Vice-Provost, Academic & Global Learning

Address:

4th Floor Dunton Tower
1125 Colonel by Drive
Ottawa, Ontario
K1S 5B6

Email: apsi@cunet.carleton.ca

CC: provost@cunet.carleton.ca

- 15.12. And in the case of the Placement Site to:

Attention:

Title:

Unit:

Address:

Email:

- 15.13. Any such notice shall be conclusively deemed to have been given or made on the date on which it was delivered.

16. Relationship of the Parties. The parties hereto agree that no term herein shall be construed or interpreted to create a partnership, joint venture or other relationship between the parties other than as independent contractors as provided for herein.

17. Further Assurances. Each of the parties hereto shall, from time to time, at the other's request and expense and without further consideration, execute and deliver any other document or instrument and take such further action as the other may require to more effectively complete any matter provided for in this Agreement.

18. Assignment and Enurement. This Agreement is not assignable by either party without the consent of the other party. Subject to the foregoing, the provisions of this Agreement shall enure to

the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

- 19. Entire Agreement.** This written Agreement constitutes the entire Agreement among the parties and except as herein stated there are no oral representations or warranties between the parties of any kind.
- 20. Severance.** Should any provision of this Agreement be found to be invalid by a court of competent jurisdiction, that provision shall be deemed severed and the remainder of this Agreement shall remain in full force and effect.
- 21. Governing Laws.** This Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.
- 22. Survival.** Except as otherwise provided herein, those sections of this Agreement which, by the nature of the rights or obligations set out therein might reasonably be expected to survive any termination or expiry of this Agreement, shall survive any termination or expiry of this Agreement.
- 23. Parties to this Agreement.** The rights, remedies and obligations contained herein pertain solely to the parties executing this Agreement. This Agreement shall not be construed or deemed to create any rights for a Student, the Students, a Preceptor/Instructor, or any other third party, except those rights of a Student to complete their Placement Experience under this Agreement.
- 24. Amendment.** This Agreement may be supplemented, amended, restated or replaced only by written agreement signed by each party.
- 25. Waiver.** No amendment or waiver of any provision of this Agreement shall be binding on either party unless consented to in writing by such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.
- 26. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and when each party has executed an identical counterpart and delivered a copy thereof to each other (by personal delivery, electronically, email or facsimile transmission), then the counterparts taken together shall be deemed to constitute one and the same instrument, validly and effectively executed and delivered by each party to this Agreement.

Signatures are on the next page.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the Effective Date.

Per: _____
Name:
Title:
Date:

I have authority to bind the Corporation.

CARLETON UNIVERSITY

Per: _____
Name: L. Pauline Rankin
Title: Provost and Vice-President (Academic)
Date:

I have authority to bind the Corporation.

SCHEDULE A

MANDATORY STUDENT ATTESTATION FORM

Instruction: A Student Attestation Form must be completed by the University Representative, the Agency Representative, the Student's Health Care Provider and the Student as applicable. This form is to be filed by the University Representative for auditing purposes and a copy should be sent to the Agency upon request.
