

This Agreement is updated July 20, 2023

**PARTICIPATION AGREEMENT**

**BETWEEN**

**CARLETON UNIVERSITY**

**AND**



WHEREAS Carleton University is recognized as a leader in supporting undergraduate student research, and wishes to enhance this support by facilitating paid work experience for exemplary students early in their degree programs,

AND WHEREAS Carleton University is providing funding in the form of an undergraduate internship program in the Department of Civil and Environmental Engineering (CEE), to provide a student talent pool to Employers to access students early in their degree programs to hire,

AND WHEREAS The Employer has confirmed they are willing to provide a paid workplace experience for a student or students through alternative funding sources,

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

Definitions:

1. In this agreement:

(a) "Student" means a person enrolled in a full-time basis in an undergraduate program at Carleton University's department of Civil and Environmental Engineering.

1.1 Carleton University will:

- a. Provide reasonable administrative support in advertising, promoting, recruiting, and coordinating students for the CEE undergraduate internship program.
- b. Provide the Employer with student candidates who are potential employees and meet the requirements of the CEE undergraduate internship program.
- c. Upon the Employer hiring a qualified student under the program, the placement period will be for a maximum of 35 hours per week, for 8 weeks.
- d. Each student that will be hired by the employer under this agreement to participate in the internship will be paid a minimum of \$ [REDACTED] for 8-week period as stipulated in section 1.1C. The payment will be made by Carleton University directly to the student.

2. Employer will:

- a. Make available full-time internship opportunities to qualified students that are to a maximum of 35 hours per week.
- b. Advise Carleton University as to whether the Employer is registered for WSIB or other similar workers compensation coverage, and if registered provide a Certificate of Clearance as proof that coverage is in force during the student's period of employment.
- c. Ensure an appropriate work setting, including compliance with applicable health and safety laws and regulations.
- d. Provide Carleton University with a list of eligibility criteria to be used by Employer in the selection of successful candidates for employment.
- e. Designate a qualified person to whom all communication from Carleton University may be sent.
- f. Be responsible for determining the student's work schedule, in accordance with the Employment Standards Act of Ontario, or similar legislation applicable in the jurisdiction in which the employment takes place.
- g. Provide health and safety training as required by the Occupational Health Safety Act of Ontario or other similar legislation.
- h. Maintain communication with Carleton University's Department of Civil and Environmental Engineering, including but not limited to responding to updates regarding the student's performance, behavior, and progress during the work term when requested.
- i. The employer will reimburse Carleton University \$ [REDACTED] for each student hired by the employer for this internship program.

3. Selection and Placement of Learners

- a. In its sole and absolute discretion, the employer reserves the right to refuse any or all Students at any time throughout the term of the Agreement and the Agreement does not obligate the employer to accept any minimum number of Students throughout the term of this Agreement.
- b. The employer may intervene and resolve any situation where a Student is conducting themselves in a manner considered by the employer, in its sole discretion:
  - i. to be inappropriate or of potential danger to the well-being of any client, community group, family or individual; or
  - ii. contrary to any internal employer policies, including the Code of Conduct; or
  - iii. contrary to any Provincial, Municipal, or Federal law or regulation or any applicable bylaw, regulation, rule, policy or procedure.
- c. Carleton University acknowledges and agrees that the employer may suspend, terminate, or dismiss, with at least 7 days prior notice to Carleton University, the participation of any Student in an internship, and not permit access to the employer facilities or online applications to any Student for causes deemed, in its sole discretion, to be justifiable and
- d. In the case of an emergency, the Student shall be provided with the option of (i) assisting the employer, in the manner requested by the employer, in addressing that emergency, whether or not the manner requested is related to learner's curriculum, or (ii) returning to Carleton University.

#### 4. Mutual Terms and Conditions

- a. This Agreement will begin on the \_\_\_\_\_ of \_\_\_\_\_ 2023, and will continue for 8 weeks, unless it is earlier terminated in accordance with the termination provisions in Clause 8 of this agreement.
- b. In the event that a student's enrollment status changes, the employer will not permit the student to continue to participate in the internship.
- c. 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 by the party responsible for providing those resources.
- d. The Employer will have the right to terminate the student's employment in accordance with the Labour Standards Act of Ontario or similar legislation.
- e. Force Majeure: In the event of circumstances beyond the control of the employer, such as a community disaster, strike, discontinuance of service to the community for any reason, a fire or other situation in which the continued provision of facilities under this Agreement would interfere with the employer's primary duty to its clients, the employer reserves the right to suspend the performance of its obligations under this Agreement immediately and without notice to Carleton University and until such time as the employer, in its sole discretion, determines that the facilities are again available for use pursuant to this Agreement.
- f. 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 Employer may have, or of which the Employer is aware, relating to a Carleton University student placed at the Employer. The Employer also agrees to provide timely responses to any reasonable specific requests for information that Carleton University may make regarding a Carleton student placed at the Employer pursuant to this Agreement.
- g. 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 student employees that would violate the principles of non-discrimination.

#### 5. Duty to Accommodate

- a. Should the student require accommodation(s) to carry out the tasks of their placement that have costs associated with implementing the accommodation(s), Carleton University and the Employer will explore how the costs will be covered within 14 days of the commencement of the placement.
  - i. If the Employer's insurance company will not incur the cost, and if the student does not qualify for coverage under the Ontario Disability Support Program, then Carleton University will agree to cover the cost of the accommodation(s) up to \$1,000 upon receiving proof that the aforementioned avenues for repayment were explored.

- ii. Under the Ontario Human Right Code, R.S.O. 1990, c H.19, employers have a duty to accommodate the needs of people with disabilities to make sure they have equal opportunities, equal access, and can enjoy equal benefits. The duty to accommodate is informed by three principles: respect for dignity, individualization, and integration and full participation. Accommodations should be developed and implemented with a view to maximizing a person's integration and full participation. Achieving integration and full participation requires barrier-free and inclusive design and removing existing barriers. Where barriers continue to exist because it is impossible to remove them at a given point in time, then accommodations should be provided, unless this causes undue hardship.

## 6. Confidentiality

### a. Definitions:

- i. "Personal Information" means 'personal information' as described in section 2. (2) of the Freedom of Information and Protection of Privacy Act R.S.O. 1990, c F.3.1.
  - ii. "Institution" pertains to Carleton University and all internal administrative bodies thereof.
  - iii. "Employee" includes any Carleton University student employed with and/or contracted with the Employer.
  - iv. "Employer" pertains to the entity named as Employer in the introduction of this document.
- b. The Employer agrees not to disclose the personal information or any other reasonably identifying information of any employee of the institution during the course of employment to third parties or to other Carleton University staff not authorized to access this information, unless authorized by the person to whom this information relates. Following termination of this position, the Employer agrees to maintain the privacy of the student employees in accordance with applicable provisions of the Freedom of Information and Protection of Privacy Act R.S.O. 1990, c. F.31.

## 7. Indemnity

- a. Each party shall defend, indemnify and hold harmless the other party, its board members, officers, employees, agents, and student-interns 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.

## 8. Insurance

- a. Carleton University shall provide and maintain during the term of the Agreement Commercial General Liability insurance acceptable to the employer, which shall be subject to limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the employer.
- b. When applicable to the services provided by the Learners during the term of this Agreement, Carleton University shall provide and maintain during the term of this Agreement Malpractice/Professional Liability insurance coverage to a limit of not less than \$5,000,000.00. Such insurance shall insure against claims for damages arising out of or by reason of any acts, errors and omissions falling within the ambit of this Agreement for which Students are directly or indirectly responsible.
- c. Evidence of insurance satisfactory to the employer shall be provided prior to the provision of the services provided in the Agreement. The insurance policy shall be in the name of Carleton University and shall name the employer as an additional insured thereunder. The Certificate of Insurance or binder for this coverage shall specifically state that the definition of insured includes Students
- d. The Educational Institution's Commercial General Liability insurance and Malpractice/Professional Liability policies shall contain an endorsement to provide the employer with thirty (30) days written notice of cancellation.
- e. The employer represents that it has Commercial General Liability Insurance subject to limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death and damage to property, including loss of use thereof, that covers employer operations including acts or omissions by employer's employees.

## 9. Termination

- a. This Participation Agreement shall come into force on the date on which it is executed by both parties and shall be in force for 4 months from the date of execution. The agreement can be renewed by agreement of both parties.
- b. This Participation Agreement can be terminated by either party, at any time, by giving written notice to the other party to the agreement. In the event of termination all student employees at the Employer shall be allowed to complete the full term of the employment as agreed to by parties.
- c. The Employer acknowledges that the commitments and responsibilities of Carleton University with respect to education are reflected in the policies and procedures of Carleton University and the same may be amended from time to time. The Employer therefore accepts that these policies and procedures must continue to be reflected in the implementation of the terms of this Funding Agreement which may be subsequently negotiated from time to time by authorized officers of the parties.
- d. Subject to the preceding paragraph, this Participation Agreement may be amended only by the written consent of both parties.

## 10. Disputes

- a. Any disputes relating to this agreement between the parties shall be settled through the best efforts of the parties. Failing the best efforts, the parties may take what further action is necessary.

11. Testimonials and Promotion

- a. The Employer gives Carleton University permission to use the name of the company name and/or company logo for the purpose of promotion, publicity, and/or other purposes such as testimonials in recognition of partnering with the CEE undergraduate internship program.
- b.  By checking this box, the Employer, does not give Carleton University permission to use the company name and/or company logo for the purpose of promotion, publicity, and/or other purposes such as testimonials in recognition of partnering with the CEE undergraduate internship program.

12. Notice

- a. Any notice which may be given under the Participation Agreement shall be delivered in person or sent by prepaid registered mail and shall be address in the case of Carleton University to:

Chair of the Undergraduate Experience Committee  
Room 3432 MacKenzie Building  
1125 Colonel by Drive Ottawa, Ontario  
K1S 5B6

And in the case of the Employer to:



- b. Any notice under this agreement may be delivered either by hand or by email. Any notice under this Agreement delivered by hand shall be deemed to be received on the date of actual delivery. Any notice under this agreement sent by email shall be deemed to have been received on the day that the recipient of the email advises the sender by way of an email back.

13. Governing Law

- a. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the Province of Ontario and the laws of Canada and shall be interpreted in all respects as an Ontario contract.

14. Severing of Provisions

- a. Should any provision of this agreement be void, voidable or unenforceable for any reason whatsoever, it shall be severed from the remaining provisions of this Agreement, which shall remain in force and be binding as though the said provision had not been included.

15. Signing Procedure and Date of the Agreement

- a. This Agreement shall be signed in duplicate by the authorized signing officer(s) for Carleton University and then by the authorized signing officer for the Employer. The date this Agreement is made shall be the date on which it is signed by the authorized signing officer for the Employer.
- b. This Agreement may be signed in counterparts, either with the original signature or electronic/digital signature, and the signed copies may be sent by facsimile, digital or electronic transmission. The signed copy that is transmitted to the other party shall be considered binding as the original signature. Each counterpart shall be deemed an original and together constitute one and the same Agreement.

16. Warranty of Authority to Sign this Agreement

- a. Carleton University represents and warrants to the employer that each individual who has signed this agreement of behalf of the University is duly authorized, has legal capacity to execute and deliver this agreement, and has been individually delegated the authority to sign this agreement in accordance with Carleton University's by-laws and/or policies.
- b. The employer represents and warrants to Carleton University that the individual who has signed this agreement of behalf of the employer is dully authorized, has legal capacity to execute and deliver this agreement, and has been individually delegated the authority to sign this agreement in accordance with the Employer's delegation of authority.

Employer:	
Per:	
Signature:	
Date:	
Carleton University	
Title:	
Signature:	
Date:	

## Contract Extension Addendum

Same as above with the following exceptions:

- a. Employer confirms with Carleton University for the work extension.
- b. Employer will confirm with Carleton University the maximum work hours/week, hourly wage and the start/end dates of the work extension. The qualified internship students will directly receive payment from Carleton University. The employer is responsible for reimbursing Carleton University the full amount of the work extension for each Student hired by the employer for this internship program.

The agreement extension work details for each applicable student will be managed by email directly.