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Introduction

In today's world, change and uncertainty are constants and are a consequence of the increased demand for greater transparency in decision-making, globalization, technological advances, and numerous other factors. It is a fundamental challenge to any organization’s success to develop the tools to adapt to this change and uncertainty while striving for operating efficiency.

Carleton operates in this environment, facing specific risks from uncertain funding, unpredictable student enrolment, and increasing competition for research dollars, to name just a few. In this increasingly complex environment, it is important that University managers and staff are encouraged to approach their work with creativity and a desire to innovate. At the same time, however, we must recognize and respect the need to be prudent in protecting the University’s reputation and its assets. Achieving this balance is what the following Risk Management Manual is all about.

Carleton is committed to risk management on a university-wide basis. This Risk Management Manual is a practical tool to assist Carleton managers and staff in their decision-making process. It will assist faculties and administrative units to think more strategically and improve their ability to set common priorities. At the individual level, it will help all staff develop new skills and will strengthen their ability to anticipate, assess and manage risk.

The Risk Management Manual is intended to provide Carleton managers and staff with a guide to assist in managing the operational risks faced by administrative, academic and research units. The manual addresses key operational risk such as transportation, contracts and insurance coverage among others and provides practical guidelines to mitigate these risks.

I am confident that the Risk Management Policies, Framework and Operational Risk Manual will lead to the adoption of a more holistic approach to risk management and foster a working environment which supports academic, research and administrative innovation to better serve the Carleton University community.

The materials published herein were current as of the date of printing, but, for the most up-to-date information or version, please refer to the Department of Finance website at http://www.carleton.ca/finance/risk.htm.

If you would like additional information related to risk management, please contact the Manager, Risk and Insurance, in the Department of Finance, at extension 1473.

Original signed by President
PART A: RISK MANAGEMENT POLICY, FRAMEWORK, PROCESS

Section 1 Risk Management Policy

Policy Name: Risk Management
Originating/Responsible Department: Office of the President/
Vice-President (Finance and Administration)
Approval Authority: Senior Management Committee
Date of Original Policy: November 2008
Last Updated: November 2008
Mandatory Revision Date: November 2013
Contact: Vice- President (Finance and Administration)

1.0 Policy:
The risk management policy of the University is to adopt best practices in identifying, evaluating and controlling both operational and strategic risks to ensure that these risks are eliminated, managed or contained.

1.1 Purpose:
The management of the University recognizes that risk management is an integral part of managing the University’s governance framework and its operating environment and is committed to establishing an environment that ensures risk management is a fundamental part of all University activities.

The purpose of the policy is to encourage integrating a risk management approach into all levels of management within the University. Risk management assists all levels of academic, research and administration in achieving the University’s strategic objectives by supporting a systematic approach to identifying, evaluating and improving the effectiveness of risk management and controls.

In supporting the achievement of the University’s strategic and operational goals, the objective of the policy is to raise awareness for risk management. More specifically, the policy provides a framework for all levels of management, which promotes:

- awareness of the business risks that are associated with the operations of the University;
- applying due diligence in decision-making;
- exercising an appropriate level of due care in daily operations;
- pursuing new ideas and encouraging innovation by taking calculated risks; and
- legal and statutory compliance as a minimum standard.

1.3 Scope:
This policy is applicable to all University departments and units.

Responsibility for identifying and managing the risks of the University, as in any organization, lies with the management of the University. Heads of Faculties and Administrative Services are responsible for ensuring compliance with University policies. They also have a responsibility to identify, evaluate and manage strategic and operational risks and bring emerging institutional risks to the President’s attention.
Internal Audit plays an important role in evaluating the risk management processes of an organization and advocating their continued improvement. Furthermore, Internal Audit coordinates, on behalf of senior management and the Audit Committee, the annual risk assessment of the University.

1.4 Procedure:

The risk assessment process followed by the University can be described as a risk-based approach to managing the University, integrating concepts of strategic planning, operations management, and internal control. The process evolves to address the needs of various stakeholders, who want to understand the broad spectrum of risks facing the University to ensure they are appropriately managed. The aim of the process is to identify the major risks facing the University, the mitigating activities for those risks and those accountable for the mitigating activities.

As stated, risk management at Carleton is undertaken at both the Enterprise and Operational levels.

The enterprise risk management process is linked directly to the University’s strategic planning process. The general approach taken to conduct the annual risk assessment involves three steps:

- identification of risks;
- analysis of the risks identified (in terms of estimating their significance and assessing the likelihood of occurrence); and
- reporting on action taken or that is required to manage the identified risks.

The detailed process, including risk analysis and reporting templates can be requested from Internal Audit and Advisory Services.

On an operational level, it is the responsibility of all academic and administrative departments to manage day to day risk effectively. To assist managers in the operational risk management process the University has prepared a Risk Management Manual.

The Risk Management Manual outlines the detailed procedures to be followed to mitigate or transfer the risk associated with the most common activities undertaken by the University. Before initiating any significant event or activity (e.g. extracurricular, off campus, entering into contractual arrangements, etc.) the Manual should be consulted to ensure proper procedures are followed. Should the event or activity being contemplated not be covered in the Manual, the Manager, Risk and Insurance should be contacted for assistance. The Manual can be found on the Department of Finance website at http://www.carleton.ca/finance/Risk/index.html.

1.5 Contacts:

Director, Finance
Director, Internal audit and Advisory Services

1.6 Links to related Policies:

http://www.carleton.ca/finance/Risk/index.html
Section 2  

Strategic Risk Management Framework

2.0 Background

Effective risk management is necessary for competent strategic decision making and the conduct of efficient, effective and robust business processes that allow the University to take up opportunities while meeting required standards of accountability, compliance, probity and transparency.

The Risk Management Framework is a core component of the corporate governance responsibilities of the University Executive and the Board of Governors. The framework will be applied by all officers of the University, and its controlled entities and will identify options for improving and streamlining policies, administrative practices and internal controls and help ensure the ongoing relevance, safety, viability, compliance and accountability of day-to-day operations.

Implementation of the framework is expected to allow managers to:

- identify viable and sustainable opportunities,
- support decisions to proceed with or terminate an activity,
- avoid opportunities that may expose the university to excessive risk,
- better ensure the delivery of high quality services,
- recognise more efficient and effective administrative control arrangements,
- support resourcing and workload decisions, and
- plan co-ordinated responses to emerging risks and risk events.

2.1 Framework

2.1.1 Objectives

The objectives of the risk management framework are:

- to ensure that institutional risks are taken into account when undertaking strategic management decisions,
- to ensure the management of operational risks is integrated into standard management and accountability processes, and
- to develop an environment where staff assume responsibility for managing risks.

2.1.2 Key Principles

The following key principles will underpin the University’s approach to risk management:

- the University will recognise and disclose material risks in a systematic manner and take appropriate action to manage these risks,
• the responsibility for overseeing risk management within the University rest with the President,
• the Vice Presidents are responsible for implementing and supporting policies and procedures for the effective management of risk, including the Annual Strategic Risk Assessment completed by Internal Audit
• directors and managers of the University, and its controlled entities, will be accountable for ensuring good risk management practices,
• internal audit will monitor the effectiveness of risk management within the University, report to the Audit Committee on compliance with this framework and provide support to risk management processes,
• the Manager, Risk and Insurance will advise all levels of the University governance structure on the risk management framework and the risk management policy and
• risk management will be integrated with standard management practices, with accountability following established reporting lines.

2.1.3 Definitions

Risk is any event or action that adversely impacts the University’s ability to achieve its objectives. For the purposes of Enterprise Risk Management, risk can be divided into six types:

• **Strategic** – events that affect the University’s ability to achieve its goals and objectives, including competitive and market factors.
• **Compliance** – events that affect compliance with laws and regulation, including safety and environmental issues, litigation, and conflicts of interest.
• **Operational** – events that affect ongoing management processes and procedures.
• **Technological** – events that affect the electronic information flow and communications, including electronic commerce, storage, disaster recovery, interfaces, development cycle, etc.
• **Financial** – events that affect profitability and efficiency, including loss of assets, and technology risks.
• **Reputational** – events that affect the reputation and public perception of the University, including political issues and negative occurrences on-campus.

Risk arises out of uncertainty and the significance of a risk is determined by two elements:

• the likelihood of an event or situation occurring, and
• the severity of the consequences.

The University operates within an environment that is characterised by uncertainty, and in which risks are incurred in delivering services and in attempting to realise opportunities. Risks that could impact upon the University achieving its mission and meeting its goals need to be identified and effectively managed.

**Risk management** involves taking action to reduce the likelihood or impact of risk events, including transferring risk through insurance or simply avoiding situations that are deemed unacceptable to the University.
Enterprise Risk Management (ERM) is a continuous, proactive and integrated process used to identify, assess and manage risks across all areas and at all levels of the organization. It ensures an alignment of strategic planning and risk management.

2.1.4 Categorisation of Risks

Risks may be categorised as those relating to strategic or enterprise risks, and those at the department and project level, collectively called operational risk.

Operational risks may arise from inside or outside the University. All functional units within the University are required to identify and manage risks especially the types of risks described above.

2.1.5 Appetite for Risk

The University acknowledges that the effective development of business opportunities, investment in innovative research and the commercialisation of knowledge, requires the University to accept levels of risk that are commensurate with the expected opportunities and benefits.

However, the University’s tolerance is low for unmitigated risks to:

- the financial stability of the University,
- its academic integrity,
- the University’s reputation,
- the health, safety and welfare of staff, students and visitors, and
- the environment.

2.1.6 Processes within Risk Management

The University will establish processes within risk management consistent with the Canadian Standards Association’s Risk Management Framework including –

- establishing a context for risk,
- identifying risks, using a systematic process,
- analysing risks, to determine their level of consequence and to exclude inconsequential risks,
- evaluating risks, to determine the adequacy of existing internal controls and the need for additional actions, and
- treating risks, by taking actions to make the level of risk and the possible consequences acceptable.

The process for completing the annual Strategic Risk Assessment to determine strategic risks is found on the Director of Internal Audit website. This process should also be followed to identify, assess, and mitigate risks at the operational level.
2.2 Role of the Board of Governors

The Board of Governors and President have the responsibility for the oversight of risk management within the University. The Board, through its Audit Committee, will:

- approve policy in relation to risk management,
- approve major decisions affecting the University’s risk register or exposures,
- set the standards and expectations of staff with respect to conduct and probity,
- monitor the effectiveness of risk management processes, and
- recommend management action to improve risk management.

2.3 Role of the Vice-Presidents

The Vice Presidents are accountable to the President for risk management and are to:

- develop and implement policies and procedures for risk management,
- determine the risk register of the University and the University’s attitude to risks with respect to particular major issues,
- identify and manage the strategic risks faced by the University and convey this information to the President and the Board of Governors,
- ensure that operational risks are identified and appropriately managed throughout the University,
- ensure that recommendations and directions of the Board of Governors, President, and Internal and External Auditor, with respect to risk management are acted upon,
- provide adequate information in a timely manner to the Board of Governors through the Audit Committee on the status of risks and controls and the actions in regard to the recommendations and directions referred to in (d) above,
- ensure the existence of performance standards for the implementation of risk management policies and procedures,
- arrange for the annual review of the performance of budget centres, business enterprises and controlled entities in relation to the implementation of risk management policies and procedures, and
- review policies and procedures on a regular basis to ensure they remain effective and appropriate.

2.4 Role of Directors and Managers

Directors and Managers of the University, and its controlled entities, are responsible for incorporating risk management into their standard management practices by:

- identifying and determining appropriate actions to address operational risks within their area of responsibility in accordance with University policies and procedures,
- developing and maintaining a register of material risks, and
- implementing actions with respect to risk management as directed by the Vice President,
- reporting on the management of significant emerging or residual risks.
2.5 Role of Internal Audit

Internal Audit will coordinates the annual Strategic Risk Assessment and reports to the President and the Audit Committee of the Board of Governors on major risks facing the University. It will also monitor the effectiveness of the operation of the risk management framework.

2.6 Performance

The success of the Risk Management Framework will be evaluated by the University’s Director of Internal Audit based on the following indicators:

- The Board of Governors is provided with an annual assessment of the strategic risks facing the University,
- risk assessment and management policies and procedures are developed and implemented across the University and controlled entities,
- relevant managers and staff receive appropriate training in risk assessment and management, and
- a risk assessment and management plan is developed for all major activities, including all commercial activities.

2.7 Review

This framework will be reviewed at least every three (3) years.
Section 3  Department or Project Risk Assessment Tool

3.0 Guidelines on How to Perform a Risk Assessment

Please note that specific Guidelines for the Annual Strategic Risk Assessment are sent out annually by the Internal Auditor.

The guidelines that follow should be used to implement a Departmental or Project specific risk assessment. It is the responsibility of the Department Head or Project Manager to determine the life cycle of the Risk Management Process for the Department or Project. (For example, the Manager of a Department may wish to go through the process monthly or semi-annually, while a project manager may see the need to do it bi-weekly).

3.1 Identify Department’s Goals

The first step is to identify the unit’s or project’s principal goals and objectives and the critical success factors to achieve them. What are the key things that must be done in order to accomplish objectives? Objectives include operational objectives (e.g., pay all employees the correct amount on time) as well as compliance objectives, such as compliance with laws and regulations (e.g., Occupational Health and Safety legislation).

3.2 Risk Identification

Second, identify the risks, that are, the potential causes of failing to achieve the goals and objectives. Examples of risks are: loss of program accreditation, non-performance of research contracts, destruction of important paper or electronic files without backup, sudden loss or destruction of physical assets, occurrence of events, contracts or damages in excess of amounts insured, loss of an important source of income, large over-expenditures, invalid data on file and an information systems crash. Significant risks should be identified even if insured. Major risks to your unit go in the first column of the Risk Assessment Worksheet. (Appendix A).

The second column of the Risk Assessment Worksheet asks for risk factors. Risks arise from external and internal factors. External factors include government funding; changing student and customer needs and expectations; competition; new legislation and regulations; technological developments; and economic changes. Internal factors include disruption in computer processing; employee competence, training and motivation; and change in key personnel. A knowledge of risk factors assists in identifying important risks.
3.3 Risk Analysis

The third step involves risk analysis, which is estimating the significance of a risk in terms of the potential dollar loss to the University and assessing the likelihood of the risk occurring (columns three and four). In practice, one estimates the significance of a risk when it is identified in order to discard insignificant risks immediately; otherwise the list of risks could be infinite. Potential losses should be quantified in financial terms whenever possible. The likelihood or probability of a significant risk occurring is also assessed. A risk that does not have a significant impact on the University (less than $250,000) and has a very low likelihood of occurrence does not warrant serious concern. Very high risks ($3,000,000+) with a high likelihood of occurrence do warrant concern.

For risks which have been identified previously indicate in the “Risk Increase/Decrease” column if the risk has increased or decreased during the past year, and the reasons for the change.

3.4 Risk Assessment

The Fourth Step in risk assessment is consideration of how the risk should be managed. What actions are being taken or need to be taken to reduce the significance and/or likelihood of the risk occurring? What are the costs involved? What level of risk is acceptable to management? Actions taken or that need to be taken are reported in the column “Action Taken to Mange Risk.” The Manager should assign to staff or project personnel responsibility for carrying out the actions needed to mitigate the risk, and have them report the results of the actions taken.

All risks identified as significant risks that are beyond the ability or authority of the Department or Project to mitigate must be reported to the appropriate Director and/or Vice President.

3.5 Reassessment

The fifth and final step is to reassess risk at appropriate intervals by following steps one through four.
3.6 Risk Assessment Questionnaire

1. What is the Mission/Purpose of the unit? What are its principal goals and objectives?

2. What is of most concern to you regarding the attainment of the unit’s goals and objectives?

3. For each of the unit’s principal goals and objectives, identify events or circumstances that may interfere with or prevent its achievement. Consider:
   a) Have there been changes in external factors such as laws and regulations?
   b) Have the terms of contracts changed? Are contracts up for renewal? If a contract is not renewed, is a contingency plan required, and if so, is there one?
   c) Have there been changes in key personnel during the past year?
   d) Has there been high staff turnover in the past few years?
   e) Is staff well trained?
   f) Are the unit’s business processes simple and routine or complex and non-routine?
   g) Are procedures and processes documented, i.e., procedure manuals?
   h) Have other units in other organizations failed to accomplish similar objectives? Why?
   i) Have there been changes in information systems in the past year?
   j) Has the unit taken on new activities? Has there been internal restructuring?
   k) Does the unit have a contingency plan if there were a major disruption in provision of services, e.g., all staff on leave of absence, information systems crash, and permanent loss of facilities or key personnel, all paper records destroyed?

4. What risks have increased or decreased during the past year? Why?
Appendix A

Department/Project: ______________________
Prepared by: ______________________

Operational Risk Assessment Worksheet
Confidential

<table>
<thead>
<tr>
<th>Risk Identified</th>
<th>Risk Factors</th>
<th>Cost Estimate</th>
<th>Likelihood</th>
<th>Risk Increase/Decrease</th>
<th>Action Taken to Manage Risk</th>
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PART B: RISK MITIGATION

Section 4  Transportation Risks

University Transportation and Insurance

4.0 University Owned Vehicles

Vehicles owned by Carleton University are used by various University Departments in the completion of their duties and activities. Primarily the Departments of University Safety, Physical Plant, University Services and several Academic Departments have access to University owned vehicles and therefore management and staff should review this section in detail.

4.0.1 Insurance Coverage

Automobile Insurance is legislated by Provincial Governments in Canada and State Governments in the United States of America. Although basic coverages are similar in most jurisdictions in North America, there can be differences in areas such as required legal limits, the right to sue for damages, and methods of determining responsibility in the event of an accident. When driving a Carleton University vehicle out of the Province of Ontario, the user should consult with the Manager, Risk and Insurance to determine if there are any specific insurance requirements for the jurisdictions to be travelled in.

In Ontario most insurance coverages are the same whether the vehicle is used for private or commercial purposes. All Carleton University vehicles are subject to coverages as stipulated in the Statutory Ontario Automobile Policy (OAP 1). The University carries the following coverages on its own vehicles:

I. Liability Coverage
Provides coverage to the University and its employees for amounts they are legally responsible to pay for bodily injury and property losses suffered by others as a result of the use and operation of a University owned automobile.

II. Statutory Accident Benefit Coverage
Provides coverage to the driver and/or passenger(s) of a vehicle for bodily injury arising out of the use and operation of a University vehicle.

The benefits are prescribed by statute and are published in the regulations accompanying the Ontario Automobile Insurance Act. Eligibility and amounts payable under this section of the automobile policy are affected by benefits payable by the Workplace Safety and Insurance Board, as well as Carleton University’s employee benefits plan.
III. Uninsured Motorist Coverage
Provides coverage where the at fault vehicle in an accident is uninsured or under insured. Payments are made for bodily injury and property damage for amounts injured parties have been awarded by the courts. The limits of coverage are the limits of the University's automobile liability insurance.

IV. Property Damage – Direct Compensation
The Automobile Insurance Act of Ontario established the principal of Direct Compensation relating to vehicle damage. Direct Compensation means regardless of fault for an accident, the University’s insurer will pay the cost of damages to the University’s automobile, its equipment, and contents arising from an accident for which another person is responsible.

V. Loss of Damage to Owned Vehicles
Provides coverage for direct and accidental loss of, or damage to a University automobile and its equipment caused by an insured peril such as fire, theft or collision. This coverage is applicable when the driver of the University vehicle is responsible for the accident.

4.1 Use of Non-Owned Vehicles
Many University employees and students require vehicles to conduct their University activities. University owned vehicles are not provided to every employee or student. As a result transportation must be arranged using alternative methods. Methods include: the hiring of buses from a transit company, the long term lease of a vehicle, the short term rental of a car or van, and car pooling in a vehicle owned by a student, professor or coach.

When staff and/or students are renting the vehicle for University related activities, the University could be held vicariously liable for claims arising out of the negligent use or operation of the Non Owned automobile. It is imperative the individual renting or leasing the vehicle ensures the University is properly protected against the risks posed by Non Owned automobiles. The following information will give some insight into the requirements necessary to meet your obligations as a lessee or renter.

1 The dictionary defines "vicarious" as "taking the place of another." The legal concept of vicarious liability imposes legal responsibility for causing an injury to someone or something that in reality had nothing whatsoever to do with actually causing the injury

2 Vicarious liability often occurs through the doctrine of respondent superior, under which the "superior" is legally responsible for the acts of his subordinate. The doctrine is commonly applied in the employee - employer relationship. When an employee is negligent on the job, the employer is legally responsible for any damage or injury the employee causes. The use of this concept is helpful to the injury victim because often the negligent employee is financially unable to pay the judgment while the employer is typically much more capable of doing so.
4.1.1 Rental or Lease of Buses

4.1.1.1 Insurance Coverage

I. Liability Insurance

Usually buses or large passenger vans are used to transport students on field trips or athletes to competitions. In most cases the vehicle is leased or rented from a transportation company, who provide a driver.

Where a bus is leased from a transportation company, the company is required by law to purchase liability insurance to protect against claims for bodily injury and/or property damage arising from the use or operation of the transportation company’s vehicle. The amount of liability insurance required varies depending on the jurisdiction. Therefore, it is important the following steps are taken to ensure the University is protected against possible lawsuits:

- Ensure the minimum liability limits carried by the transportation company on the vehicle leased or rented is at least $6,000,000 (Minimum statutory limits in Ontario).
- Ask for Carleton University to be added as a Additional Insured under the transportation company’s liability insurance policy. If they will not add Carleton, advise the Manager, Risk and Insurance, Ext 1473.
- Request a Certificate of Insurance from the Transportation Company. This document will state the limits of insurance, and confirm Carleton University has been added to the policy as a Additional Insured. A copy of the Certificate of Insurance must be sent to the Department of Finance as confirmation of insurance coverage.
- Ask the Transportation Company about their drivers. For example: How many years of experience do they have? Have they been in any accidents? Are the drivers trained in First Aid and CPR? What type of passengers does the driver usually carry? Primary students? Charter groups? This information will help assess the appropriateness of the driver for the type of trip you are taking.
- If not satisfied with the driver’s ability, report your concerns to the transportation company and request a different driver.

II. Physical Damage Coverage

It is the responsibility of the Transportation Company to insure their vehicle against physical damage.

The lease agreement may hold the University responsible for intentional damage caused by passengers. It is imperative participants on the trip be advised of this clause in the lease. Participants should also sign a code of conduct form, which informs the participants they will be held personally liable for any damage they intentionally cause.
4.1.2 Rental or Lease of Cars and Vans

Staff and students rent or lease vehicles on a long term or short-term basis to conduct University operations. Depending on the type of rental or lease the responsibility for insurance coverage varies.

4.1.2.1 Long Term Rental or Lease of Vehicles

A rental or lease of an automobile is deemed to be long term if the vehicle is rented or leased for 30 days or longer. If a vehicle is required for 30 days or longer for the completion of Carleton University operations, staff should contact the Department of University Services (Purchasing Department) to arrange for the lease of the required vehicle.

I. Insurance Coverage

Long term leases normally require the person renting or leasing to insure the vehicle. If the leased vehicle is primarily for University operations, the lease contract should be in the name of Carleton University, and insurance coverage will be provided under the University Automobile insurance policy. To add a leased vehicle to the University’s Automobile policy contact the Department of Finance at least fifteen days prior to the commencement of the lease at 613-520-2600 ext 3602. The vehicle will be added to the University’s Automobile Policy and insurance coverage will be the same as outlined in Section 1 A.

Please note long term rentals or leases must be leased in the name of Carleton University, and must be primarily used to carry out duties of employment or study.

4.1.2.2 Short Term Rental or Lease of Vehicles

When vehicles are rented or leased for less than 30 days they are classified as short term rentals.

Insurance coverage on rental vehicles varies depending on the rental car company and the jurisdiction where the vehicle is rented or leased. To ensure both the renter and Carleton University are protected against liability or damage to the rental vehicle, follow the guidelines stated below.

I. Insurance Coverage

When renting a vehicle for Carleton University business always ensure the vehicle is rented in the name of the University. The naming of the University on the rental contract will ensure insurance coverage provided by the University will be applicable to the rental vehicle.
I. Liability Coverage

**Ontario**
In Ontario, the driver of a rental vehicle will be held primarily liable for property damage and/or bodily injury to another person. This means that if the driver of the rental car has a vehicle of their own, their insurer will be the first to pay.

If the driver of the rental vehicle does not own an automobile then the rental company's policy will respond.

**Other Canadian Provinces and the United States of America**
In most jurisdictions outside of Ontario, it is a legal requirement for rental car companies and leasing companies to carry liability insurance for injuries or property damage caused by the negligent use or operation of the rental/leased automobile. Although required by law to carry liability insurance the minimum limits required can vary widely depending on jurisdiction. As such the University has purchased Non Owned liability insurance for vehicles operated in all countries except those deemed to be at war or under civil insurrection. This Non Owned coverage protects the University against claims that exceed the amount of coverage the rental or leasing company carries.

**Outside Canada and the United States of America**
When renting or leasing a vehicle outside of Canada or the United States of America, the University has purchased Non Owned liability insurance for vehicles operated in all countries except those deemed to be at war or under civil insurrection. This Non Owned coverage protects the University against claims that exceed the amount of coverage the rental or leasing company carries.

Employees traveling outside Canada and the United States of America should contact the Manager, Risk and Insurance to confirm that the coverage applies in the country being visited.

II. Physical Damage

Most rental car companies hold the renter responsible for damage to the rental vehicle. The rental company will offer protection against damage to the rental car, usually named Loss Damage Waiver or Collision Deductible Waiver. The cost of these coverages can range from $16 to $22 per day, and can add up over a long rental.

One solution to this problem is to use a University AMEX card to pay for the rental. A benefit of using the AMEX card is the provision of Loss Damage coverage for a rental vehicle, when the rental car is paid for by using AMEX. Employees who regularly travel and rent vehicles for business may be eligible for a Carleton University AMEX card. Contact the Department of University Services for details on how to obtain a credit card.

See Appendix A for details on insurance coverage provided by the AMEX card.

If you are not eligible for a University AMEX card, you may use a personal Gold or Platinum credit card to pay for the rental, and complete a travel expense report to obtain reimbursement. Most Gold and Platinum credit cards provide loss protection.
against damage to rental vehicles, when the vehicle is paid for by the credit card. It is your responsibility to confirm with your Credit Card Company that your card does extend this benefit.

If not eligible for a University AMEX card, and you do not have access to a personal Gold or Platinum card, the University has purchased coverage for Legal Liability for Damage to Hired Automobiles. This coverage has a $1000 deductible for all perils coverage. In the event of a claim, the Department is responsible to pay this deductible. Normal wear and tear and misuse of a vehicle are excluded.

See the Department of University Services/Purchasing website for more details on how to rent a vehicle.

4.1.3 Use of Personal Vehicle on University Business

When using your personal vehicle while conducting your duties as an employee or student of Carleton University the insurance policy on your personal vehicle is the primary coverage for both liability and physical damage.

It is should also be noted the employee or student, using their personal vehicle will be responsible for any applicable deductible should an accident occur.

It is required that students and staff using their personal vehicles for University business carry $1 million Personal Liability and Property Damage coverage or higher limits on their vehicle.

4.2 Drivers of Carleton University Owned and Leased Vehicles

The Department of Finance must be notified of all drivers of owned and leased vehicles.

It is the responsibility of each Director/Manager of a department for which University owned or leased vehicles are provided, to submit ongoing, up to date information on its drivers to the Department of Finance. The name, current position, date of birth, driver’s license number, class of license and the expiry date of the license are required for insurance purposes.

The Department is responsible to report any changes of driver’s information immediately to the Finance Office. This includes any new employee whose responsibilities will include driving University vehicles as well as deletion of a driver who is no longer employed by Carleton University or whose duties no longer require access to the owned vehicle. The Department of Finance will hold the master record of the University’s auto fleet and for all authorized insured drivers. On an annual basis, prior to the renewal of the University’s auto policy, the Finance Office will provide its most current information to the departments involved for review and confirmation. All information on the auto fleet and drivers will be submitted to the University’s insurance company.

When submitting Driver Information, departments must use the Request to Add/Delete Driver Form, which can be obtained at http://www.carleton.ca/finance/risk.htm.
When adding a new driver the Request to Add/Delete Driver Form must be sent to the Department of Finance, along with a photocopy of the front and back of the new driver’s license.

Employees who are residents of Quebec are required to complete and send to the Department of Finance, along with the other required documentation an Authorization to Obtain Drivers Record which can be obtained from http://www.carleton.ca/finance/risk.htm.

4.2.1 Drivers Authorized to use Carleton University Vehicles

Drivers of owned and leased University vehicles are required to:

- be Carleton University employees or registered students with permission to drive University vehicles and
- have a valid Driver’s License of the appropriate class for the type of vehicle to be used. Drivers License. Classes for the Province of Ontario are available at the Ministry of Transportation Of Ontario website. 
  www.mto.gov.on.ca/english/dandv/driver/classes.htm).

It is the Supervisor’s responsibility to ensure that each individual using a University leased or owned vehicle has a valid driver’s license. The minimum License class to drive University’s vehicle is an Ontario Class G, or its equivalent from other jurisdictions.

Individuals whose License has been suspended must not be allowed to use any University vehicle. The use of a University vehicle by a suspended driver will result in the University’s automobile policy being voided by the insurer.

4.3 Drivers of Rental Vehicles and Personal Automobiles

It is recommended that only drivers age 21 and older with Ontario class G license or its equivalent from another jurisdiction be permitted to drive a rental vehicle and personal automobiles on University business.

Owners of personal automobiles used on University business should carry a minimum of $1 million automobile liability insurance, but it is preferable $2 million dollars in coverage is obtained.
4.4 What to do After an Auto Accident

Note: If an accident occurs on University property call the Department of University Safety (#4444) regardless of dollar value of damage.

If the accident happens off campus the term Police in the following instructions refers to the local, municipal, provincial or state police.

STEP 1
You must stop at the scene of an accident. Failure to stop at the scene of an accident when involved can result in charges under the Highway Traffic Act or Criminal Code of the jurisdiction where the accident occurred.

Do not try to move anyone injured in the accident — you may aggravate his or her injuries!

STEP 2
Report the accident to the local police if

- anyone is injured,
- if the total damage to all the vehicles involved appears to be MORE than $1,000,
- or if you suspect that any of the other drivers involved are guilty of a Criminal Code offence (such as driving under the influence of drugs or alcohol),

If no one is injured and total damage to all the vehicles involved appears to be LESS than $1,000, call your local police for instructions. Police units may or may not be dispatched to the scene. If local police do not attend the scene of the accident, they will instruct you to report to a Collision Reporting Centre within 24 hours.

Collision Reporting Centers are police facilities created to assist motorists in reporting minor or non-injury motor vehicle accidents. At the reporting centre you will be assisted in completing a police report, and damage to the vehicle will be photographed.

Collision Reporting Centers are currently available in a number of jurisdictions across the province of Ontario and in other jurisdictions in Canada and the United States.

If there isn’t a Collision Reporting Centre in the area of the accident, the police will ask you to go to the nearest police station to file a report.

STEP 3
If it is safe to do so, move your vehicle to the side of the road, out of traffic. If your vehicle cannot be driven, turn on your hazard lights or use cones, warning triangles or flares, as appropriate.

STEP 4
Write down the names, addresses, telephone numbers and driver’s license numbers of all of the other drivers, as well as the license plate numbers and insurance information of the other vehicles and the names and addresses of the registered owners of those vehicles.
STEP 5
Also obtain the names, addresses, and telephone numbers of passengers and witnesses.

STEP 6
Jot down specific details about the scene of the accident, using the accident report from included at the end of this section.

STEP 7
If you are driving a vehicle owned or leased by Carleton University report the accident to your immediate supervisor, who in turn should contact the Manager, Risk and Insurance (ext. 1473).

If the accident occurs after normal business hours and there is no serious injury to anyone involved in the accident, report the accident to your Manager/Supervisor the next business day. If there is a serious injury to any person involved in the accident, report the incident to your Manager/Supervisor as soon as possible. If your Manager/Supervisor is not available notify the Department of University Safety who will contact the Manager, Risk and Insurance.

If the accident occurs while driving a short term leased or rental car, contact the Rental Car Company after contacting the police. Report the accident to your Manager/Supervisor as soon as possible following reporting the loss to the Police and Rental Car Company. The Manager/Supervisor must notify the Manager, Risk and Insurance as soon as possible after they have been notified of the accident.

In case of an accident while traveling in a bus hired by the University to transport staff and students on a field trip or to an athletic competition, the trip leader should immediately contact their Supervisor to provide details of the accident, including information regarding any injuries to students or staff. If the Supervisor is unavailable the incident should be reported to the Department of University Safety who will then contact the Manager, Risk and Insurance and other Administration officials as deemed necessary.

Remember...

As difficult as it may seem, it is important that you remain calm.

- Do not argue with other drivers and passengers. Save the details for the police.
- Do not voluntarily assume liability or take responsibility, sign statements regarding fault, or promise to pay for damage at the scene of the accident.

Be careful of unauthorized tow truck operators pressuring you to have your vehicle towed, demanding immediate payment for the tow, or attempting to take your vehicle to a garage or body shop of their choice. They may try to use the confusion of the moment to intimidate you into allowing your vehicle to be towed. If you feel you are being pressured, ask the police for the name of an authorized tow truck operator and have your vehicle towed to a Collision Reporting Centre or a police compound until you can talk to your insurance company.
4.5 Emergency Kit
It is recommended to always keep a basic vehicle first aid or emergency kit in the trunk of your vehicle. You can easily create an emergency kit for your vehicle by filling a plastic storage container with the following:

- a basic first aid kit,
- a tire repair kit and pump,
- a disposable camera,
- a small tool kit,
- emergency road flares,
- a towel,
- warning triangles or cones,
- a pair of work gloves,
- a fire extinguisher,
- nonperishable food,
- hand wipes,
- a flashlight and extra batteries,
- bottled water,
- booster cables, and
- a thermal blanket.

4.6 Accident Report - Keep It Handy
Automobile accidents can be very stressful; shock and excitement will make it hard to think clearly. If you’re involved in an accident, the Accident Report form will help you to remember the types of information you’ll need to record at the scene.

A copy of the form should be kept in the glove compartment of each University Vehicle along with a spare pen. If renting a vehicle the driver of the rental vehicle should ensure they bring a copy of the Accident Report form with them in the rental vehicle.

# Automobile Accident Report

**Insurance Company:**

<table>
<thead>
<tr>
<th>INSURED</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Registered Owner:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lessee:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address:</td>
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<table>
<thead>
<tr>
<th>DRIVER</th>
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<th></th>
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</thead>
<tbody>
<tr>
<td>Name</td>
<td>Driver's License No.:</td>
<td>Age:</td>
</tr>
<tr>
<td>Address:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle was used for: □ Business □ Pleasure</td>
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<tbody>
<tr>
<td>Year:</td>
<td>Make:</td>
<td>Type:</td>
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<tr>
<td>Describe Damage:</td>
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<td></td>
</tr>
<tr>
<td>Where is Vehicle now?</td>
<td>Estimate: $</td>
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<tr>
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<tbody>
<tr>
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<td>Time:</td>
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<tr>
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<td>Province:</td>
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<table>
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<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>Owner:</td>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Driver:</td>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Automobile: Year: Make: License No.: Phone:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Describe Damage:</td>
<td>Estimate: $</td>
<td></td>
</tr>
<tr>
<td>Insurance Company:</td>
<td>Policy No.:</td>
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<table>
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</thead>
<tbody>
<tr>
<td>Names</td>
<td>Addresses</td>
<td>Ages</td>
</tr>
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<tbody>
<tr>
<td>□ Yes □ No Name of Officer:</td>
<td>Badge No.:</td>
<td>Station:</td>
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<table>
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<tr>
<th>INDEPENDENT WITNESSES</th>
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<tbody>
<tr>
<td>Names</td>
<td>Addresses</td>
<td>Phone Nos.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>ADJUSTER</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Adjusting Company:</td>
<td>When:</td>
<td></td>
</tr>
</tbody>
</table>

### DETAILS OF ACCIDENT:

**Signature** | **Date (mm/dd/yyyy)**

(Use reverse side for diagram or additional information.)
DESCRIPTION OF ACCIDENT

(Illustrate position of cars at time of collision. Show skid marks.)
(If any street is more than two-lane or is one way only, please indicate.)

SHOW CARS THUS

YOU
A

OTHER
1
2

INDICATE DIRECTIONS

LABEL EACH STREET

SHOW STOP OR SLOW SIGNS

SIGNATORY

Signature

Date (mm/dd/yyyy)
Appendix B Amex Coverage

AMEX Car Rental Theft and Damage Insurance

- For Coverage to be applicable the cost of the Rental Vehicle must be charged to Carleton University AMEX card. Coverage will only apply to the cardholder, if other persons are driving the rental you must take out full coverage from the rental car company.

- Decline both the Collision Deductible Waiver and Loss Deductible Waiver offered by the Rental Car Company.

- Coverage provided by AMEX covers the Rental Vehicle for physical damage from bumper to bumper, excluding mechanical breakdown.

- Coverage is provided worldwide through Royal Sun Alliance Insurance Company.

- Limit of coverage is $45,000 US or $65,000 Canadian for repairs to the rented vehicle.

- AMEX will not provide coverage on Cargo Vans (includes passenger vans with seats removed), Passenger vans larger than seven (7) passengers or Pick Up Trucks.

- If the rental vehicle is damaged, contact the following number immediately:
  - Car Rental Theft and Damage Insurance 1-800-268-9824
  - The Car Rental Company
  - Local Police Department

- **Conditions**
  - Rental Period should not exceed 31 consecutive days for the coverage to be applicable
  - Rental Car should be under care of Cardmember
  - Secondary drivers must sign the rental agreement even if car Rental Company does not require it.

- **Exclusions**
  - Operation of the vehicle in violation of the terms of the rental agreement
  - Auto or other vehicles which are not standard rental vehicles
  - Loss or damage due to hostile or warlike action
  - Driving while impaired
Section 5  Alcohol Risks

5.0 Events Involving Alcohol

Those individuals or groups organizing events involving alcohol should ensure the following principles guide them in their planning:

- Promote responsible attitudes and choices regarding alcohol use,
- Respect the needs of those who are non-drinkers or underage,
- Promote awareness of the effects of the use and abuse of alcohol,
- Discourage high-risk drinking behaviors through appropriate policies and procedures in the areas of prevention, intervention and discipline,
- Support legal and administrative policy requirements regarding the use of alcohol on campus, and
- Minimize reliance on alcohol-related sales and sponsorship.

The following pages of the manual provide Guidelines for Alcohol related events, on and off campus.

5.1 Guidelines for On Campus Alcohol Events

5.1.1 Policies

Events involving the service of alcohol must be compliant with the following University policies:

- Alcohol Policy
- Food Service Policy
- Any other policy which may be applicable

5.1.2 Venues

The University has licensed certain rooms across campus as venues for events. These areas are the preferred venues for any events to be held on campus where alcohol service is to be provided. Alcohol cannot be served in any area on campus which is not licensed; this includes classrooms, offices, labs, or theatres. Failure to follow this guideline may result in fines against the individual organizer(s) and the University, as well as disciplinary action under the Student’s Rights and Responsibilities policy.

5.1.3 Special Occasions

Sometimes events need to be held in areas which are not licensed. In these circumstances the organizers must request special permission from the Vice-President (Finance and Administration) or his designate. If approval is given the organizers must
request the use of the University’s Catering Endorsement or a Special Occasion Permit from the Alcohol and Gaming Commission of Ontario (AGCO).

5.1.4 Alcohol Service

Except for student operated Pubs like Oliver’s and Mike’s Place alcohol service must be provided by the University Food Service provider, who is required to provide staff who have taken the necessary AGCO approved server training.

The principal organizer of the event is responsible to monitor the Food Service provider’s adherence to the University’s Alcohol Policy and the AGCO regulations. Should there be any individuals that become intoxicated; the organizer should immediately advise the alcohol servers to cease service to those individuals.

The failure of any server of alcohol to follow either the University Alcohol Policy or AGCO regulations should be reported to the Assistant Vice-President University Services.

5.1.5 Transportation of Impaired Persons

Event organizers must prepare a plan to ensure attendees to their event do not drink and drive. Options include the provision of taxi chits, bus transportation or accommodations.

5.2 Carleton University Events at Employee Residences

It is important for every employee, student and alumnus to consider the consequences of the service of alcohol at a University event hosted in their home. There is concern social hosts could be found to have a duty of care to guests and all those who are at risk due to the intoxication of guests. Further, the host may have a duty to monitor and supervise the service and consumption of alcohol during a party or event.

5.2.1 Risk Management

It is imperative that Carleton employees, students and alumni holding University events in their homes, involving the service of alcohol, take appropriate risk management measures to limit their own and the University’s liability. The social host should check his or her insurance policy to ensure there are no exclusions limiting coverage for liability arising from the use or service of alcohol in their home.

Also, employees should obtain a letter from their department head confirming that the event is authorized by the University.

5.2.2 Planning

When Carleton employees, students and alumni are hosting a University event in their home it is very important to plan the event well in advance. The following are some areas to consider:
5.2.3 Caterer

The best approach is to have the event catered, and ensure the caterer is the body involved in the acquisition of the liquor license, and totally in control of the service of alcohol. Ensure the caterer is reputable and has good business practices. Do this by getting references.

Obtain a Certificate of Insurance from the caterer, which will confirm their insurance coverage. The caterer should carry both General Liability and Liquor Liability Insurance. The limit of Insurance will vary depending on the size of the event. Consult with the Manger, Risk and Insurance to confirm the limits are acceptable. The caterer must include Carleton University and the homeowner as additional insured on their policy, and this should be evidenced on the Certificate of Insurance.

5.2.4 No Caterer

If you cannot use the services of a caterer, the following risk control measures should be practiced:

It is always a good idea to meet and greet all your guests as they arrive. This allows you to determine if they have had anything alcohol to drink before arriving. If the party is an open house or cocktail format, repeat the process as guests leave.

It is a best practice not to drink or limit your own consumption of alcohol in order to track that of your guests. Know your guests, if possible as it is much easier to track the changes in behaviour.

Try to serve all drinks yourself to track and monitor your guests’ consumption. Avoid self-serve bars and have plenty of non-alcoholic choices. Serve lots of food that has protein and fat. Salt encourages more drinking and sugar does not mix well with alcohol.

If a guest is intoxicated, encourage him or her to give you their car keys if relevant. Buddy up with a friend to assist in persuading the intoxicated person to take a cab. Keep the phone numbers of cab companies handy and tell the guest that a cab has been ordered. Don’t give them the option to refuse.

If the guest is quite intoxicated, keep that person with you until they have sobered up or can be left with a sober, responsible person. Only time will sober the person, not additional fluids or food. Offering a spare bed is a good recourse.

If the person refuses to give you the car keys or spend the night at your house, call the police. It may seem drastic, but at that point, it is a choice between an upset friend and far more tragic consequences.

Having a plan will allow you to prevent problems from happening or at least, handle the problems in the least unpleasant way and perhaps, allow you to enjoy your own party.
5.3 Guide for Serving Alcohol

5.3.1 Know the Law

If you are serving alcohol in a premises licensed by the Alcohol and Gaming Commission of Ontario you as a server have the right to deny entry to individuals who appear to be intoxicated, or who are acting in a rowdy manner. If you serve alcohol to patrons, you can be held responsible for their behavior until they are sober, even after they leave your bar.

Although, the law is unclear as to the responsibility of a private individual who serves alcohol in their home, it is best practice to follow the above guidelines, and not serve alcohol to individuals who appear intoxicated or whose behaviour is of a rowdy nature.

5.3.2 Identifying Intoxication

When a patron or guest enters the premises, the first thing a server should do is to engage them in conversations. During the conversation the server can ask if the patron has eaten before they arrived. It will allow for an assessment of signs of prior drinking or intoxication. It also allows the server assess the weight of the person. There is a direct relationship between a person’s body type and their ability to metabolize alcohol. The less body fat an individual has the faster alcohol will be metabolized in the body. Once you have made the assessment of the individual it can be determined what level of alcohol service should be given.

5.3.3 Signs of Intoxication

The following is a list of characteristics of intoxication a server should watch for and adjust the level of service as per the guidelines in the next section

- Poor fine motor skills (difficulty picking up change, difficulty removing cards from wallet, etc.)
- Speaking too loud or too softly
- Talking fast, then slow, then fast slurred speech
- Bloodshot eyes
- Sweating when no one else is
- Dopey, not alert (respond slowly to questions)
- Poor gross motor control (stumbling, bumping into others)
- Breathing slower and lighter than others
- Sleepiness
5.3.4 How Much to Serve

The server should use the following guide when they have observed signs of intoxication

**One or Two Signs of Intoxication:**
The server needs to become alert for the development of other signs and serve low/non-alcoholic drinks with food if possible.

**Three or More Signs of Intoxication:**
Serve only low/non-alcoholic drinks. If the patron is driving no further alcohol should be served.

**Four or More Signs of Intoxication**
The patron or guess should be cut off and the server needs to ensure the Patron’s or guest’s safety

5.3.5 Dealing with Intoxicated Individuals

Despite your best efforts, patrons may get intoxicated. Permitting drunkenness or riotousness to occur on the premises is a violation of the *Liquor License Act* and may result in additional liability under the *Occupier’s Liability Act*. At this point you must have a strategy to limit the damage.

**Convince**
- Look at the patron — don’t be evasive; show concern and speak right to them. Respect personal space.
- Tell them you’re sorry and explain that house rules and/or the law don’t permit you to serve them.
- Minimize the problem and offer one or two alternatives. Diffuse tension by serving some food or a non-alcoholic drink. Set limits.

**Control**
- Don’t argue. Use closed statements to counter objections (“There’s nothing I can do. I will lose my job if I serve you alcohol.”) Offer one or two alternatives again.
- Offer higher authorities. Ask if the patron would like to speak to the manager.

**The Bottom Line**

Intoxicated people don’t like to admit to their state. Convincing them that they are intoxicated should stop drinking and take safe transportation home is a huge challenge.
The Use of Force

The *Ontario Liquor License Act* says that it is the server’s responsibility to make every effort to resolve disputes without the use of force. If the patron refuses all alternatives — you may lead him or her to the door.

**Ask nicely**
- First, ask the disruptive patron to leave.
- Give the patron the chance to leave peacefully.
- Don’t react physically to verbal abuse.

If the function is on campus, the organizers must contact the Department of University Safety who will attend and remove the individual. University Safety staff are well trained and equipped to deal with the situation.

5.4 Underage Drinking

The legal age for the consumption of alcohol in license premises is 19 years of age. It is illegal to serve alcohol in licensed premises to anyone under the age of 19. Penalties for serving minor can result in fines for the individual server, and a suspension of the establishment’s liquor license.

It is recommended that minors not be served alcohol when attending University functions held at individual’ homes.

The Province of Ontario has set out the types of identification which are valid for determining if an individual is of legal age to consume alcohol. The types of identification which are acceptable are:

- Ontario photo driver’s license
- Canadian passport
- Canadian Citizenship Photo Card
- LCBO BYIP Photo Card
- Canadian Armed Forces with photo

More information on the safer use of Alcohol can be found on the City of Ottawa website at http://city.ottawa.on.ca/residents/health/living/alcohol_drugs_tobacco/index_en.html
Section 6  Contractual Risks

6.0 Guidelines for Entering into University Contracts

Carleton University is a party to many different business relationships and therefore enters into a wide variety of contracts and agreements. These agreements cover such areas as the sale and purchase of goods or services, research funding arrangements, construction contracts and contracts with students, to name a few. Regardless of the type or nature of the agreements entered into, they pose potential risks to the University, and as such, the following steps should be adhered to before entering into an agreement.

6.1 Risk Assessment

Before entering into any agreement on behalf of Carleton University the Department responsible should conduct a risk assessment to identify the potential risks to the University upon entering into the agreement. The Risk Assessment process outlined in Section 3 of the Risk Management Manual should be followed to complete this assessment.

Should any risk identified be contrary the basic strategic goals of the University the agreement must not be entered into without prior written approval of the appropriate Vice President.

6.2 Policy Review

Carleton University has established several policies which must be adhered to when entering into agreements in which the University is a party. Some of the key policies are:

- Signing Authority Policy
- Purchasing Policy
- Responsibility for Management of Research Agreements
- Legal Advice and Charges Policy

Departments should look at all University policies at http://www.carleton.ca/secretariat/policies/ to determine if other policies are applicable to the object of the agreement being entered into.

6.3 Contract Drafting

There are certain elements and clauses that must be present in contracts to ensure their legality. It is important these clauses are in agreements involving Carleton University and also that the contracts are written in a manner which limits the University’s contractual liability.
The checklist included in this section of the manual provides some guidance in the preparation of these important clauses and reviews key clauses which will help limit the University’s Liability.

6.4 Review by Risk Manager/University Secretary

It is a requirement of the Signing Authority Policy that all contracts over a value of $300,000 or for a term of 5 years or longer must be reviewed by the Manager Risk and Insurance.

6.5 Use of Solicitor

The University Secretary is a key resource when drafting or signing contracts. In either circumstance they can provide guidance in the drafting of a contract or providing advice on the interpretation of certain clauses.

In certain circumstances contracts and agreements are so detailed or complex that a solicitor is required in their construction or review. The University Secretary must be contacted as per the Legal Advice and Charges policy before the University law firm can be retained to negotiate, construct or review an agreement.

6.6 Checklist for the Review of Contracts Risk Management

Perspective

The following is a checklist Officers of the University must use when entering into or reviewing contracts or agreements. Remember the circumstances of each particular contract or agreement are different and therefore some areas of the checklist may not be applicable, or contract negotiations prevent the inclusion of suggested preferred clauses.

6.6.1 Parties to the Contract

- Are the parties legally able to enter into the contract (i.e. do they have the authority from their company)?
- Are they a legal entity?
- Is the party you are negotiating the contract with the same as on the written document, i.e. Are you talking to ABC Co. and the party in the contract is 12345 Ontario Ltd?
- Determine why the name is different and the company’s legal status. Is the company a sole proprietorship or limited company?
- Are the parties involved in the contract able to meet their financial and other commitments?
- Do you need to do a credit check?
• Both parties need to be named with legal precision (exact legal name). If dealing with a company and you also want the individual running the company to be personally liable, you must name them both.

6.6.2. Time and General Terms of the Agreement

• The contract must have a start date and an end date. If time of performance is critical to completion, then say so in the contract.
• Avoid any suggestion the contract is renewable or will be renewed. It is not necessary, and only ties your hands in the future.

6.6.3 Location

The contract should indicate the location where services are to be provided. If the parties are located in different jurisdictions, the contract should state in what jurisdiction any dispute would be heard. The preferable jurisdiction for the settlement of any dispute resolution is Ontario Canada.

6.6.4 Insurance Clause

The contract should contain an insurance clause that includes the following:
• Insurance requirements – It should be agreed prior to the signing of the contract who will provide insurance coverage. If we are contracting for a good or service the individual or company providing the good or service should provide the insurance. It is their cost of doing business with us. (An exception to this rule is large construction contracts where it is generally beneficial to the University to purchase the Wrap Up Liability and Builders Risk policy)
• The contract should also indicate the type of insurance we require and the limits of each policy. Be wary of contractors who cannot provide suitable limits of insurance. It can often indicate they have a bad claims history, which is a good indicator of the work they do.
• In contracts where the University is purchasing a service (i.e. bus transportation, drywall repairs) the University should be added to the contractor’s policy as an Additional Insured. This simple process confers certain additional coverages to the University under the contractor’s policy.
• The insurance clause in the contract should also include a section regarding notification of cancellation of insurance and renewal. This clause requires the party to the contract who provides insurance to also provide proof the insurance has been renewed, but more importantly they must advise if the policy is cancelled.
• To ensure proof of insurance is provided and the University is added as an Additional Insured on the contract, the contract should also include as part of the insurance clause a requirement the contractor provides the University with a certificate of insurance prior to the commencement of the contract.
• When discussing the insurance clause with the contractor the following areas should also be covered:
  • Co-insurance and Agreed Amounts under the insurance policy
  • Who provides the valuations for the property damage in the event of a claim
  • Is the policy written on a replacement value or actual cash value basis

6.6.5 Hold Harmless Clause

• This clause must be included and should only be negotiable when market conditions won’t allow it. The purpose of this clause is to limit the liability of the University and to ensure liability for negligence in providing the good or service is accepted by the contractor.

6.6.6 Punitive Damages

• Ensure the contract does not include any concession to pay Punitive or Exemplary damages in the case of breach of contract on the part of the University. But it should include if possible an agreement on the part of the contractor to pay these damages if they do not meet their obligations.

6.6.7 Goods shipped - Bill of Lading

• Ensure goods which are being shipped to the University are shipped F.O.B our place of business. This ensures the goods are the responsibility of the contractor or supplier until they reach the University campus.
• Also, ensure you review the value of insurance provided by the shipper. This should be included in the contract and confirmed on the Bill of Lading. Additional insurance may be required.

6.6.8 Notice

• The contract should specify how “notice” to each party will be given.
• Make it clear what will be deemed giving notice. Specify where, at what time, how (i.e. Fax, Courier, e-mail) and to whom notice should be given.

6.6.9 Assignment

• Unless stated otherwise in the contract, it is possible for either side to transfer the contract to another party. If this is not acceptable in your situation make sure the contract prohibits it.
6.6.10 Copyright and Intellectual Property

- When entering into a contract consider the ownership of intellectual property rights, if applicable. Who will own the rights? Who will take out the patents or copyright? Is licensing an option?
- Check the University’s policies and the collective agreements to see what they say on this issue.

6.6.11 Description of Work and Services

- Describe the work to be done in full and extensive detail. What will be received (results) should be stated, as well as what will be done (method).

6.6.12 Payment of Fees

- The contract should describe how fees/expenses are to become due and how they may change due to changes in work.

6.6.13 Guarantees

- It is always a good idea to indicate in the contract how long the work is warranted or guaranteed for, and for what perils.
- Consider including a clause specifying how claims under warrantee will be handled.

6.6.14 Termination of Contract

- Try to include a termination for cause provision and list causes (i.e. poor performance, deliverables not met).
- Consider an attempt to get a Termination for Convenience clause. This clause allows you to terminate the contract summarily whether you have cause or not.

6.6.15 Signing the Contract

- Remember the exact legal name of the company must be used both as the party name at the beginning of the contract, and on the signature line at the end of the contract. If you also want the individual running the company to be liable, ensure their name is used at the beginning and end as well.
- Remember to ensure the person signing the contract has the authority to do so. The Signing Authority Policy must be followed when determining who should sign the contract on behalf of the University.
6.6.16 Leases

- When entering into leases ensure there is a rent abatement clause in the event of serious loss or damage. Watch for clauses which allow for increased cost to be passed on to the University (i.e. increased cost of insurance). Also, review carefully clauses which hold the University liable for damage to equipment on the premises or vehicle damage.
- Ensure clauses relating to the return of property at the end of a lease or contract are reviewed carefully. Include a waiver of subrogation clause in the contract, preventing the other party’s insurer from recovering from the University for damages they paid to the contractor.

6.6.17 Changing Clauses

- Do not hesitate to change clauses when they are not in favour of the University. Service Providers always say the contract cannot be changed, but this is not the case. If the Company wants our business they will change it. Remember, the Service Provider’s contracts are written to limit their liability, not to protect Carleton University.

If you have any concerns about the clauses in a contract contact the University Secretary at extension 2082.
Section 7  Waivers and Informed Consents

7.0 Definition

A waiver is a legally binding contract, in which the participant in an Activity agrees not to hold the organization responsible or "liable" for any injuries that the participant might receive as a result of participating in the organization's programs.

A waiver is a very onerous contract because by signing it, the participant agrees not only to expose him or herself to the physical risks of the activity, but also to the legal risks.

7.1 Physical and Legal Risks

Physical risks are the risks, dangers and hazards that are inherent in the activity. For example in the sport of downhill skiing, every skier knows that he or she might be injured by falling at high speed, by colliding with someone or something, or by improperly getting on or off the ski lift.

Legal risks are the risks that the organizers of an activity will behave negligently - that is, in managing the program and dealing with the participants they will not meet the reasonable standard of care required by law. Again, when looking at downhill skiing there is a risk that a skier will be injured by skiing into a hazard that should have been marked or falling from a defective ski lift.

7.2 Ethical Issues Relating to Waivers

When participants sign a waiver, they are expressly consenting to assume the legal risk of the organization's negligence, as well as the inherent physical risks of the activity itself. A valid waiver will relieve an organization of responsibility for injuries resulting from the negligence of the organization's directors, officers, employees and volunteers. In other words, if a participant was badly hurt, he or she sued, and a court found the organizers to be negligent yet at the same time, the waiver to be valid, even though they were negligent the organizers would not be held liable for the participant's injuries.

7.3 Legal Issues Regarding Waivers

Waivers raise some challenging legal issues and are poorly understood; as a consequence they are frequently used in situations that render them unenforceable. For example:

- minors (persons under 18 in most provinces) cannot sign legal contracts, nor can their parents or guardians sign a contract on their behalf, particularly a contract as

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3 Negligence: Conduct/behaviour falling below an average, reasonable standard that does not meet that required by law.

4 Liability: Responsibility for the consequences of negligent conduct
onerous as a waiver of liability agreement. This means that waivers cannot be used in programs for children and youth;

- mentally incompetent adults cannot sign contracts - this means that waivers cannot be signed by mentally disabled individuals (or their parents/guardians) or by adults whose judgment may be clouded by alcohol or some other substance
- public policy might render a waiver unenforceable if the activity is compulsory (for example, a student participating in academic field trip which is compulsory for him/her to complete the course).
7.4 Guidelines to Follow When Drafting a Waiver

7.4.1 Before you forge ahead with a waiver of liability, **consider whether an alternative written agreement is more suitable.** Alternative agreements are those that ask participants to consent to the physical risks of the activity, but not the legal risk of the University’s negligence. These agreements are called **Informed Consent Agreements.** These are not onerous contracts like a waiver agreement, but they do help to educate participants, can be a deterrent to legal action, and can strengthen your defence if a lawsuit does arise. (See Section 7.5)

7.4.2 A waiver should be used for all social, non-academic and non-compulsory academic events or activities which occur on or off campus involving high risks activities.

**High Risk Activities** are defined for the use of waivers, as activities which have a reasonable probability of bodily injury occurring, involve physical contact, alcohol, transportation of any kind off campus or the use of mechanical or inflatable equipment

7.4.3 If you decide to use a waiver agreement, **the wording of the waiver must be clear and unambiguous.** A major premise of any contract is that the parties signing it have full knowledge of all of the terms of the contract. If the person signing the waiver cannot understand it, then it likely would not be upheld by a court.

7.4.4 **Your waiver must specifically state the obvious and foreseeable risks, dangers and hazards that you are asking the participant to accept.** If your activity is potentially dangerous and there is a risk of severe or fatal injury, this should be stated in your waiver form. For example, a waiver for the activity of white water rafting should make clear reference to those risks and dangers that are inherent to the activity. Hence, a white water rafting resort's waiver should include the risks of drowning, hypothermia, and serious injury (including spinal cord injury) from being thrown into rapid currents and onto rocks. In any sport or activity that involves physical body contact (i.e. rugby, football, hockey or boxing) or serious risk of injury (i.e. mountain climbing, skydiving or parachuting,) a waiver should be constructed so as to make the participant fully aware of the degree of risks inherent to that sport.

7.4.5 **Be sure to include within the waiver all the parties you want to have covered, as well as all activities.** Parties to be covered could include directors, officers and employees. You should also include volunteers, contractors, instructors, coaches, athletes, members or any others who are involved in running your program. Activities to be covered might include preparation and training as well as competition, pre-event and post event activities (including social activities), and travel to and from the event.

7.4.6 **Develop procedures and guidelines that will help ensure consistent administration of waivers within your Department.** For example, be sure that waivers are executed at convenient times well in advance of programs, that witnesses follow a consistent procedure and that their contact information is recorded and kept with the waivers or informed consent.(see Guidelines for the Administration of Waivers and Informed Consents)
7.4.7 **Attitude is important.** A waiver is a very serious contract and should be treated in a serious manner. If your program officials, staff or volunteers treat waivers casually, then participants will also.

7.4.8 **Have the Manager, Risk and Insurance review what you have prepared.** Once you have drafted your waiver forward it to the Manager, Risk and Insurance for review and comment.

7.4.9 Also, keep in mind that a waiver is specific to your unique circumstances. In other words, **DON'T JUST COPY SOMEONE ELSE'S WAIVER FORM AND CALL IT YOUR OWN.** Instead, use the templates and follow these guidelines to develop your own waiver of liability agreement.

7.5 Alternatives to Waivers- Informed Consents, Assumption of Risk Agreements

Alternatives to waivers include informed consents, assumption of risk agreements, hold harmless agreements and indemnification and participant agreements. These alternative forms differ from waivers in that persons signing them are only consenting to the known and foreseeable physical risks inherent in the activity and not to the legal risk of negligence.

A participant may demonstrate that he or she is consenting to the inherent physical risks in two ways - either by simply participating in the activity or by signing a form consenting to such risks. These alternative agreements can serve as strong educational tools and may be a deterrent to legal action. Like waivers, they must be written and executed with care. To establish voluntary assumption of risk these agreements must satisfy three important criteria:

- the nature of the risk must be inherent and usual to the activity. The risk of negligence is never one of these inherent risks;
- the participant must have a knowledge, understanding, and appreciation of the risks; and
- the participant must voluntarily consent to be exposed to the risks.

An informed consent form should be used for all field trips or other activity where participation is compulsory or where there is a requirement for academic assessment and/or for participants who are under the age of eighteen years (18). Where risks inherent in the activity are extremely high (High Risk Activity), organizers should consider alternative activities, or make the activity voluntary. In the case of a high-risk event where no alternative is available a waiver should be implemented, and an alternative method of assessment should be provided to those who do not want to participate. The template for the Informed Consent form found at the end of this chapter should be used to construct an Informed Consent. The same guidelines for implementing a waiver should be followed when using an informed consent.
7.6 Guidelines for the Administration of Waivers and Informed Consents

Included in this section are specific and simple instructions on how to administer both informed consents and waivers (hereafter called **waivers**), as well as templates to use when drafting either form.

1. Where possible, advance notice of the requirement to sign a Waiver should be given to all participants. For example, mention of the requirement to sign a Waiver could be made in promotional literature distributed or mailed out to potential participants or included on an event Website.

   **Do not have waivers signed just prior to the event.** Organize a meeting to review details of the activity, and explain the waiver. Ensure no alcohol is available during this meeting. Have the waiver signed and witnessed at this time.

   **Do not sign waivers when or where alcohol is being served.** As indicated above, anyone who has been drinking cannot sign a waiver, and if the event co ordinator is aware of a person signing a waiver under the influence of alcohol or drugs, the waiver should not be accepted, and the individual should not be allowed to participate in the activity.

2. The Waiver should be executed in the presence of specifically designated Club Executive, event, or activity Co-ordinators, volunteers designated by Club Executive, and/or employees of Carleton University. The waiver cannot be executed by the participant at home and then mailed into the Club or University.

3. Bearing in mind an individual witness may someday have to appear in court to testify as to the execution of the document, the witness (es) should be mature and responsible individuals. Contact information for the individuals witnessing the waiver must be obtained, along with a Driver’s License Number and Province of issue if possible.

4. Waivers are to be signed by the participant in front of the designated Club/University witness (es). Before witnessing the waiver by signing the document beside the signature of the participant, the witness **must** observe the following points listed below. These points are critical in the event that you are ever required to testify in court as to how you administered the waivers. Each waiver signed and witnessed **must be handled in the same way every time with no exceptions**.

   - Verify that the participant has read the waiver;
   - The witness should then ask each participant: “Have you read and do you understand the Waiver?”
   - The participant **must respond affirmatively**; and
   - The participant must sign and date the waiver;

   **Note:** The participant cannot sign the waiver until they can answer YES to “Have you read and do you understand the Waiver?”
The witness must then check the waiver to ensure:

- That the printed name of the participant has been completed
- That the participant *has not changed or crossed out* any of the wording of the waiver;
- That the participant has indeed signed and dated the waiver.

Only after all the above points have been confirmed should the witness sign the waiver.

5. If the participant requests any explanation of the meaning of the document, the following explanation should be given:

“The document you are asked to sign is a Waiver of Liability. It is a legal document and by signing the Waiver and Indemnity, you are giving up certain legal rights, including the right to sue, should you be injured while participating in this activity.”

As the waiver is written in clear terms, the witness should not attempt to get into a more elaborate explanation, but should suggest the participant re-read the document. If the participant insists on questioning the witness, the participant should be directed to consult with the Manager, Risk and Insurance Carleton University at 520-2600, extension number 1473.

6. All participants must sign waivers to be able to participate. If anyone should refuse to sign a waiver, the Organizer(s) must not allow him or her to participate in any aspects of the activity(s). Event organizers that are also participating in the activity are also required to sign waivers to participate.

7. Executed waivers should be kept for a period of three years. They should be kept in a safe location so they can be retrieved, if necessary, for use in a defence of any legal action brought against the University.

**Conclusion**

A waiver must be specific to your facility, equipment, program, personnel and participants. A good waiver clearly identifies what the risks are, and these will vary depending on the activity, type of program, the location or site, age and skill of participants, and your organization’s staffing and volunteer situation.

We wish to acknowledge David St John at the Centre for Sport and Law and his article “Waivers” which was used as a basis for the above summary.

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5 Manger, Risk and Insurance, Carleton University wishes to acknowledge the assistance of the University of Calgary, Risk Management Department in preparing this document.
Template for Waiver- High Risk Field Trip or Activity

(Insert Name of Department, Club etc Organizing Event)
(Insert dates Event taking place)

WAIVER OF LIABILITY

WARNING! BY SIGNING THIS FORM YOU GIVE UP IMPORTANT LEGAL RIGHTS
INCLUDING THE RIGHT TO SUE
PLEASE READ CAREFULLY! PARTICIPANTS MUST BE 18 OR OLDER

NAME OF PARTICIPANT: ______________________________________________________
(Must Print)

ADDRESS OF PARTICIPANT: _______________________________________________________________

TELEPHONE NUMBER :(____)_________________ BIRTH DATE: ________________________________

EMERGENCY CONTACT NAME:__________________________________________________________

RELATIONSHIP:________________________________ TELEPHONE NO.:(___)___________________

DISCLAIMER CLAUSE
The Governors of Carleton University AND (insert Faculty Department or Club inserted in heading),
their agents, officials, officers, directors, employees, volunteers, contractors, servants or representatives
(hereinafter refer to as “THE RELEASEES) are not responsible for any death, injury, loss or damage of any
kind suffered by any person while participating in (insert name of event) and all related activities of (insert
name of Event), including injury, loss or damage which might be caused by the negligence of THE
RELEASEES

Initials __________

(insert name of Event) includes transportation to and from Boston Massachusetts, USA by bus, visits to
several design studios, accommodation at a hostel in Boston, travel on public transportation, and other
activities as determined by the Design Event to Boston organizers. (This section should include a short
summary of the itinerary, highlighting the major details of transportation and accommodation)

DESCRIPTION OF RISKS

In consideration of my participation in (insert name of Event) program and all related activities, I
acknowledge that I am aware of the possible RISKS, DANGERS AND HAZARDS associated with (insert
name of Event) program and all related activities including THE POSSIBLE RISK OF SEVERE OR FATAL
INJURY TO MYSELF OR OTHERS. These risks include, but are not limited to: (Insert a list of the most
obvious risks faced by the participants during the Event)
• Risks associated with travel to and from all venues of the various components including transport by public or private motor vehicle which could include but are not limited to an accident resulting in severe physical injuries or death;
• Intoxication and/or alcohol poisoning from the alcohol I consume during (insert name of Event) program and all related activities whether voluntarily or through coercion resulting in illness, injury or death;
• Food-related illness resulting from any meal arranged for me by (insert name of Event) organizers;
• Muscular injuries and soft tissue injuries, broken bones, bruises, scrapes, cuts, sprains, dislocation, head, facial eye and/or dental injuries which might result from participation in (insert name of Event);
• Injuries resulting from falling or being knocked down or steep steps where a fall may cause injury or death;
• Injuries resulting from rough terrain, failure to see an obstacle, failure to negotiate a turn, etc.;
• Injuries resulting from walking on a hill, slipping and/or falling;
• Injuries resulting from malfunctioning of equipment or misuse of equipment whether owned, designed or operated by myself or the staff of the Releasees;
• Changes in weather or temperatures which may result in hypothermia, frostbite, windburn, sunburn, colds or flu;
• Death, injuries or illness resulting from failure to follow directions from those in charge of the program and all related activities;
• The risks associated with returning to my residence after participating in the program and/or related activities; and
• Other risks associated with being a spectator or being present at a crowded, outdoor or indoor venue.

Initials __________

MEDICAL/HEALTH & TRAVEL INSURANCE

1. I AM SOLELY RESPONSIBLE to select and purchase adequate medical/health insurance. The Releasees will provide no medical/health insurance. In the event of a medical/health problem, the Releasees accept no responsibility for any costs associated with a medical/health problem nor will they pay for any medical/health expenses that may be incurred by the participant.

2. I AM SOLELY RESPONSIBLE to select and purchase adequate travel insurance. The Releasees will provide no travel insurance. The travel insurance should provide cover against theft, personal accident, personal liability, repatriation and cancellation of tickets among other coverages. The Releasees accept no responsibility for any costs associated with these types of problems nor will they pay for any expenses that may be incurred by the participant relating to these areas.

I freely accept and assume all responsibility to provide myself with medical/health and travel insurance coverage.

Initials __________

INDEMNIFICATION AND RELEASE OF LIABILITY

In return for allowing me to voluntarily participate in the program and all related activities, I agree:
1. TO ASSUME AND ACCEPT ALL RISKS arising out of, associated with or related to my participation in the (INSERT NAME OF EVENT) program and all related activities, even though such risks may be caused by the negligence of the Releasees;
2. **TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE** which I might sustain while participating in *(insert name of Event)* program and all related activities, even though such injury, loss or damage may have been caused by the negligence of The Releasees;

3. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to the personal property of, or personal injury to, any third party resulting from my participation in the *(insert name of Event)* program and all related activities;

4. **TO HOLD HARMLESS, INDEMNIFY AND RELEASE THE RELEASEES**, their officers, directors, agents, volunteers, employees and representatives from liability for any and all claims, demands, actions and costs which might arise out of my participation in *(INSERT NAME OF EVENT)* program and all related activities, even though such claims, demands, actions and costs may be been caused by the negligence of The Releasees

   **Initials __________**

**MEDICAL CONDITIONS**

1. I agree to advise the organizers of the Event prior to the start of the activity of any existing medical conditions or injury

   **Initials __________**

**ACKNOWLEDGEMENT**

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, executors, administrators and representatives.

**SIGNED THIS __________ day of ____________________________, 20____, at Ottawa Ontario.**

________________________________________________________________________

______________________________   ________________________________

Signature of Participant      Signature of Witness

________________________________________________________________________

______________________________

Printed Name of Witness

________________________________________________________________________

______________________________

Address & Phone No. of Witness
WARNING! BY SIGNING THIS FORM YOU ACKNOWLEDGE YOU ASSUME THE RISKS ASSOCIATED WITH THE EVENTS DESCRIBED HEREIN IN THE TITLE AND BODY OF THIS DOCUMENT
PLEASE READ CAREFULLY! PARTICIPANTS MUST BE 18 OR OLDER

NAME OF PARTICIPANT: ______________________________________________________ (Must Print)

ADDRESS OF PARTICIPANT: ______________________________________________________

TELEPHONE NUMBER : (___) __________ BIRTH DATE: ________________________________

EMERGENCY CONTACT NAME: ______________________________________________________

RELATIONSHIP: ______________________ TELEPHONE NO.: (___) __________

DISCLAIMER CLAUSE

The Governors of Carleton University AND (insert Faculty Department or Club inserted in heading), their agents, officials, officers, directors, employees, volunteers, contractors, servants or representatives (hereinafter refer to as “The Releasees) are not responsible for any death, injury, loss or damage of any kind suffered by any person while participating in (insert name of Trip) and all related activities of (insert name of Trip), including injury, loss or damage which might be caused by the negligence of THE RELEASEES

Initials __________

(insert name of Trip) includes transportation to and from Carleton University by bus, visits to (This section should include a short summary of the itinerary, highlighting the major details of transportation, accommodation and anything pertaining group schedule or free time)

DESCRIPTION OF RISKS

In consideration of my participation in (insert name of Trip) program and all related activities, I acknowledge that I am aware of the possible RISKS, DANGERS AND HAZARDS associated with (insert name of Trip) program and all related activities including THE POSSIBLE RISK OF SEVERE OR FATAL INJURY TO MYSELF OR OTHERS. These risks include, but are not limited to:

- Risks associated with travel to and from all venues of the various components including transport by public or private motor vehicle which could include but are not limited to an accident resulting in severe physical injuries or death;
- Intoxication and/or alcohol poisoning from the alcohol I consume during (insert name of Trip) program and all related activities whether voluntarily or through coercion resulting in illness, injury or death;
- Food-related illness resulting from any meal arranged for me by (insert name of Trip) organizers;
Muscular injuries and soft tissue injuries, broken bones, bruises, scrapes, cuts, sprains, dislocation, head, facial eye and/or dental injuries which might result from participation in (insert name of Trip);
Injuries resulting from falling or being knocked down or steep steps where a fall may cause injury or death;
Injuries resulting from rough terrain, failure to see an obstacle, failure to negotiate a turn, etc.;
Injuries resulting from walking on a hill, slipping and/or falling;
Injuries resulting from malfunctioning of equipment or misuse of equipment whether owned, designed or operated by myself or the staff of THE RELEASEES;
Changes in weather or temperatures which may result in hypothermia, frostbite, windburn, sunburn, colds or flu;
Death, injuries or illness resulting from failure to follow directions from those in charge of the program and all related activities;
The risks associated with returning to my residence after participating in the program and/or related activities; and
Other risks associated with being a spectator of or being present at a crowded, outdoor or indoor event.

INITIALS__________

MEDICAL/HEALTH & TRAVEL INSURANCE

1. I AM SOLELY RESPONSIBLE to select and purchase adequate medical/health insurance. The Releasees will provide no medical/health insurance. In the of a medical/health problem, the Releasees accept no responsibility for any costs associated with a medical/health problem nor will they pay for any medical/health expenses that may be incurred by the participant.

2. I AM SOLELY RESPONSIBLE to select and purchase adequate travel insurance. The Releasees will provide no travel insurance. The travel insurance should provide cover against theft, personal accident, personal liability, repatriation and cancellation of tickets among other coverages. The Releasees accept no responsibility for any costs associated with these types of problems nor will they pay for any expenses that may be incurred by the participant relating to these areas.

I freely accept and assume all responsibility to provide myself with medical/health and travel insurance coverage.

INITIALS__________

ASSUMPTION OF RISK

In return for allowing me to voluntarily participate in the program and all related activities, I agree:
1. TO ASSUME AND ACCEPT ALL RISKS arising out of, associated with or related to my participation in the (insert name of Trip) program and all related activities.

2. TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE which I might sustain while participating in THE UNIVERSITY OR (insert Faculty Department or Club inserted in heading) program and all related activities.

INITIALS__________
MEDICAL CONDITIONS

I agree to advise the organizers of the trip prior to the start of the event of any existing medical conditions or injury.

Initials

ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, executors, administrators and representatives.

SIGNED THIS ____________________ day of ________________________, 20____, at Ottawa Ontario.

_______________________________________  __________________________________
Signature of Participant     Signature of Witness

_______________________________________  __________________________________
Signature of Parent or Guardian (if Participant under 18) Printed Name of Witness

_______________________________________  __________________________________
Address & Phone No. of Parent or Guardian Address & Phone No. of Witness
Section 8  Volunteers

8.0 Definition

A volunteer at Carleton University is a person who voluntarily offers himself or herself for a service or an undertaking with the University. The person gives their time freely, with no expectation of monetary reward for the provision of their labour.

8.1 Check Collective Agreements

The Manager or Supervisor of the area where the volunteer will be assisting should review all Collective Bargaining Agreements to ensure the tasks to be undertaken are not governed by these agreements. If there is any uncertainty contact the Department of Human Resources for clarification.

8.2 Recruitment

Volunteer recruitment incorporates internal and external strategies to reach out and involve a diverse volunteer base.
- Recruitment messages should be realistic and clear about the volunteer assignments and expectations.
- Recruitment messages should indicate what screening procedures are followed in the organization.
- Genuine effort should be made to recruit and select volunteers from a broad range of backgrounds and experiences to represent the community served by Carleton University.
- Selection of volunteers must be based on actual requirements and pre-determined screening measures.

8.3 Screening

Screening is the process of checking and filtering applicants for a position. The process should examine the skills, qualifications and attributes the applicant has, and their suitability to the position being filled in accordance with a job description.

Screening is an essential process that lasts for the duration of a volunteer’s involvement with the organization. The screening process should be clearly communicated to the volunteer candidate at the beginning of the process. The volunteer candidate should be interviewed just like a regular employee to ensure their skills are suited for the tasks to be assigned.

It is a requirement that volunteers working with a vulnerable group (persons under the age of 18 years of age) be required to obtain a Police Records Check. Details on how to
obtain this documentation can be obtain from the Ottawa Police at http://www.ottawapolice.ca/en/serving_ottawa/support_units/fees_recordcheck.cfm

All volunteer assignments should be assessed for level of risk. The level of risk associated with the volunteer assignment and the skills required should be used to determine the level of screening and how detailed the interviews should be.

It is important that screening practices are delivered consistently with no exceptions.

8.4 Orientation and Training

An orientation clarifies the relationship between volunteers and the organization. It familiarizes volunteers with the University organization by providing information on the policies and procedures that influence work and involvement with others. Volunteers need adequate training to perform tasks without putting themselves or others at risk. Training prepares volunteers to do the work required by the position and to meet the expectations of their volunteer assignments.

Each volunteer should be provided with an orientation to the University, its policies and practices (including the rights and responsibilities of volunteers) and receive training customized to the volunteer assignment and individual needs of the volunteer. Volunteers should be informed of the boundaries and limits of their assignments.

8.5 Registration of Volunteers

Each volunteer must complete a Volunteer Registration and Acknowledgement Form (attached to these guidelines) prior to starting the volunteer assignment. The form confirms the status of the volunteer with the University, and ensures they are covered under the University’s Liability coverage.

Registration also reaffirms that no employer-employee relationship exists between the volunteer and Carleton University.

The Department should retain the Volunteer Registration and Acknowledgement Form for 5 years.

8.6 Supervision

Supervision increases the motivation of volunteers, helps ensure the University’s mandate is met and gives volunteers a sense of belonging within the organization. Volunteers should receive a level of supervision appropriate to the task and are given regular opportunities to offer and receive feedback.

Volunteers should be assigned and introduced to their supervisors at the start of their assignment so the volunteer will know who their supervisor is. The complexity and risk of each assignment should determine the level of supervision. The performance of
volunteers should be evaluated on a regular basis and if inappropriate actions are discovered disciplinary actions should be taken by the supervisor.

8.7 Records Management

Records should be maintained on every volunteer involved with the Department, using a confidential, secure system. Records should include application forms, records of interviews, assignment descriptions, and letters of reference, performance appraisals and current contact information.

Records are also useful in evaluating the impact of the volunteer program through the contribution and time donated by volunteers.

For more information on the recruitment of volunteer go to the Volunteer Canada website at http://volunteer.ca/sites/volunteercanada/files/PS_08-026_VolunteerScreening_lowres_E.PDF
VOLUNTEER REGISTRATION AND ACKNOWLEDGEMENT FORM

(PLEASE PRINT ALL INFORMATION)

Name of Volunteer: _______________________________________________________
Address: ________________________________________________________________
Home Telephone: ______________ Work Telephone:___________________________
Emergency Contact: ______________ Telephone:___________________________
Volunteer Duties (Describe Briefly):
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________

Supervisor: _________________________ Title: ____________________________
Department: ________________________ Telephone:_________________________
Start Date: __________________________ End Date:___________________________

In consideration of my volunteer work as outlined above, I understand that I am not
entering into an employment relationship with the Carleton University and that I am not
entitled to receive a salary or any employee benefits including any workers’
compensation. You will be covered by the Universities General Liability Insurance policy
was completing your duties as a volunteer.

I understand that either the University or I may terminate this volunteer relationship at any
time without notice. I also understand that I have an obligation to respect the
confidentiality of any sensitive information or dealings, which may relate to my
volunteering at the University and I agree that I will not disclose any information without
the prior written authorization from the Carleton University. I understand that my
obligation of confidentiality continues into perpetuity.

Completed on ___________ (day) ___________________ (month), ___________ (year)

_____________________________  ________________________________
Signature of Volunteer   Signature of Supervisor

FORM RETENTION: Department retains original of this form for a minimum of five years. If
requested, volunteer may be given a copy.
9.0 General Information

Carleton University uses risk financing as an integral part of its risk management program. A key component of the University’s risk financing is its insurance program which is used to protect the University’s physical assets, limit its exposure to liability claims, and guarantee revenue in the event of interruption of operations. Some key components of the University's Risk Financing program are:

- The purchase of all insurance for University property and activities must be arranged through the Manager Risk and Insurance.

- The University purchases insurance to protect against catastrophic loss to its physical, financial and other assets. It also uses insurance as its method of risk financing to protect its Board of Governors, officers, supervisors, employees and students, acting in good faith, against liability arising out of their duties as officers, directors, supervisors, employees and students of the University.

- The payment of deductibles and non-insured losses (e.g. below the deductible amount) shall normally be the responsibility of the Department suffering the loss. If it is believed that extenuating circumstances exist, the case may be brought to the Director of Finance by the Department Head to request payment of the uninsured loss from the University’s general revenues.

- Personal property of faculty, staff and students is not covered by the University’s insurance policy.

- It is the responsibility of each department manager to advise the Manager, Risk and Insurance of changes in programs, activities or assets, which may affect insurance coverage in place.

- The University insures the risk of employee injury through its purchase of coverage from the Workplace Safety and Insurance Board. This program is administered through the Department of Human Resources. The Department of Human Resources is also responsible for the administration of all other employee benefit programs.
The following subsections are a summary of the basic insurance coverages purchased by the University and a brief description of the protection they provide. Please note that the actual policy wordings take precedence over the information provided in this document.
# 9.1 Summary of Insurance Programs

Please note: This is a short summary of the insurance programs that have been prepared for quick reference. It does not include all of the conditions and exclusions that might apply on these policies. If you have any questions about the insurance implications of an activity or situation in which your department is involved, please contact the Manager, Risk and Insurance at extension 1473.

<table>
<thead>
<tr>
<th>TYPE OF PROGRAM</th>
<th>WHAT IS COVERED</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PROPERTY</strong></td>
<td>All property owned or controlled by Carleton University is protected against all risks of physical loss or damage (including shipments within North America and property on lease/loan to the University).</td>
</tr>
<tr>
<td><strong>GENERAL LIABILITY</strong></td>
<td>All costs to Carleton University which it is legally obligated to pay as damages, which may arise as a result of bodily or personal injury or property damage. Note: Insurance does not cover fines and/or penalties imposed by government legislation.</td>
</tr>
<tr>
<td><strong>ERRORS &amp; OMISSIONS</strong></td>
<td>All costs to Carleton University which might arise from wrongful acts.</td>
</tr>
<tr>
<td><strong>AUTOMOBILES &amp; TRAILERS - UNIVERSITY OWNED</strong></td>
<td>Third party liability, collision and comprehensive benefits on all licensed vehicles owned or leased by Carleton University.</td>
</tr>
</tbody>
</table>
| **RENTAL VEHICLES & OTHER FORMS OF RENTED TRANSPORTATION** | Third party liability, collision and comprehensive benefits on all vehicles rented in Canada and the U.S.  
Third party liability on all vehicles rented in most other countries, with some exceptions. |
| **FINE ARTS**                            | Physical loss or property damage to the University's fine arts and rare books collections.                                                               |
| **CRIME**                                | Theft of monies and securities by employees or others.                                                                                                   |
| **BOILER & MACHINERY**                   | Losses related to sudden and accidental breakdown of boilers and related equipment.                                                                       |
| **COURSE OF CONSTRUCTION & WRAP UP LIABILITY** | Damage or loss during the course of construction of new buildings or large renovations on campus.                                                        |
9.2 PROPERTY INSURANCE PROGRAM

PLEASE NOTE: This is a short summary of the above insurance program that has been prepared for quick reference. It does not include all of the conditions and exclusions that might apply on this policy. If you have any questions about the insurance implications of an activity or situation in which your department is involved, please contact the Manager, Risk and Insurance.

What is Covered

- full replacement value of all property owned by the University or for which the University has a responsibility. Such property includes buildings, fixtures, furniture and equipment, including computer hardware and software;
- insures against all risks of physical loss or damage, including damage resulting from fire, vandalism, theft and natural events such as floods, earthquakes and storms;
- also covers extra expenses which might be incurred to conduct or continue business following a loss, as well as costs associated with business interruption at designated locations;
- most University equipment which is taken off campus provided the correct documentation has been completed in advance with your department prior to the equipment leaving the campus. The policy also covers University shipments to or from locations within North America;
- extra expense;
- loss of rent or rental value;
- business interruption.

Who is Covered

- All Carleton University departments, faculties, ancillaries, etc.

Deductible

- $100,000 per incident.

What is Not Covered

- boilers, piping and related machinery (see Boiler & Machinery Insurance Program);
- fine arts and rare books (see Fine Arts Insurance Program);
- land including water, standing timber or growing crops;
- vehicles (see Owned Automobile Insurance Program and Rental Vehicles and Other Forms of Transportation Insurance Program);
• new buildings under construction  (see Course of Construction and Wrap Up Liability Insurance Program);
• currency, money, notes, securities  (see Crime Insurance Program);
• aircraft and watercraft over forty feet in length;
• personal property of students, faculty or staff on campus;
• property of any individual or company renting space from the University;
• property of the Students' Union;
• biological materials, crops, timber and live animals;
• nuclear reactor installations, nuclear reactions or radioactive contamination;
• unattended or unprotected remote sensing equipment, satellites and other similar unattended equipment while being deployed, in use or in operation, or being retrieved or recovered anywhere including on land, underground, under the sea, at sea, in the atmosphere or in space;
• property that is taken out of Canada and the U.S. that has a value of more than $1,000,000;
• Perils (events which cause losses or damage) which are not covered by this policy include:
  • mechanical or electrical breakdown, wear and tear, normal settling, contraction or expansion;
  • damage resulting from pollution, rust or corrosion, dampness or dryness, evaporation, contamination, mould and fungi, heating, wet or dry rot, etc.;
  • loss resulting from dishonesty or infidelity of employees, or of others to whom property is loaned, rented or entrusted;
  • nuclear accidents;
  • loss or damage by war, invasion, etc.;
  • loss or damage by moths, vermin, termites rodents or other insects;
  • electric or magnetic injury, disturbance or erasure of electronic recordings;
  • mysterious disappearance or unexplained loss of inventory storage;
  • loss or damage from pollutants.

Policy Territory

• world wide
9.3 GENERAL LIABILITY INSURANCE PROGRAM

PLEASE NOTE: This is a short summary of the above insurance program that has been prepared for quick reference. It does not include all of the conditions and exclusions that might apply on this policy. If you have any questions about the insurance implications of an activity or situation in which your department is involved, please contact the Manager Risk and Insurance at extension 1473.

What is Covered

• insures against all costs which Carleton University, its employees or students might become legally obligated to pay as damages for any of the following reasons:

  • bodily injury
  • personal injury
  • property damage
  • property damage to lease property
  • professional and malpractice liability

NOTE: This insurance does not cover fines and penalties imposed by government legislation.

Who is Covered

• officers, directors, governors, employees or volunteers while acting on behalf of the University;
• owners or general lessees of property where the University is the tenant;
• any person, government, organization, trustee or estate where the University is obligated by written contract to provide insurance, but only with respect to operations by or on behalf of the University;
• any interest owned, controlled or operated by the University;
• students while engaged in performing a duty or taking part in any activity which is considered part of regular or extraordinary studies or recreational activities connected with the University;
• students taking training in the health sciences such as physicians, surgeons, nurses, technicians, pharmacists, interns, fellows, and residents while they are registered as a student at the University and acting in the discipline in which they are registered, whether on or off campus.

Deductible

• There is no deductible on this policy
What is Not Covered

- workers’ compensation;
- use or operation of licensed automobiles and trailers (see Owned Automobile Insurance Program and Rental Vehicles and Other Forms of Transportation Insurance Program);
- use or operation of owned and non-owned aircraft;
- owned - watercraft liability for watercraft over 1000 tons gross registry;
- property loss (see Property Insurance Program);
- war;
- environmental impairment. However, if it is a sudden and accidental environmental spill that is detected and reported with 120 hours and is an unexpected and unintentional discharge, it may be covered;
- products or work;
- medical malpractice where the person was influenced by hypnotics, intoxicants or narcotics;
- nuclear accidents;
- employment-related practices including claims arising out of refusal to employ or termination of employment;
- human rights complaints or proceedings;

Policy Territory

- worldwide
9.4 ERRORS & OMISSIONS LIABILITY INSURANCE PROGRAM

PLEASE NOTE: This is a short summary of the above insurance program that has been prepared for quick reference. It does not include all of the conditions and exclusions that might apply on this policy. If you have any questions about the insurance implications of an activity or situation in which your department is involved, please contact the Manager Risk and Insurance extension 1473.

What is Covered

- **errors and omissions liability** - liability arising from "wrongful acts," defined as actual or alleged errors, misstatements, misleading statements, acts, omissions, neglect or breach of duty;
- **professional liability** - liability arising from an error or omission in the delivery of (or failure to deliver) professional services.

Who is Covered

- officers, directors, governors, employees or volunteers while acting on behalf of the University;
- officers or directors of entities other than the University if they are acting in that capacity at the direction of the University;
- persons acting as trustees of any pension fund of the University;
- any student while engaged in activities related to their studies and the discipline in which they are registered, whether they are on or off campus.

What is Not Covered

- fines or penalties imposed by law;
- anything where the insured profits or gains an advantage to which they are not legally entitled;
- claims brought about by or contributed to by the dishonesty of the insured;
- willful violation of statute law;
- claims arising out of bodily injury, personal injury or property damage (see General Liability Insurance Program);
- breach of contract, including employment contracts;
- liability arising from environmental damage;
- violation of intellectual property;
- employment related practices including claims for refusal to employ or termination of employment;
- tuition, fees, or rents.

Deductible

- There is no deductible on this policy

Policy Territory

- world wide
9.5 UNIVERSITY-OWNED VEHICLES INSURANCE PROGRAM

PLEASE NOTE: This is a short summary of the above insurance program that has been prepared for quick reference. It does not include all of the conditions and exclusions that might apply on this policy. If you have any questions about the insurance implications of an activity or situation in which your department is involved, please contact the Manager Risk & Insurance extension 1473.

What is Covered

- University-owned & leased motor vehicles and trailers are covered under a blanket insurance policy that applies to vehicles driven within the boundaries of Canada and the United States;
- includes third party liability, accident benefits, comprehensive and collision insurance.

Who can drive an Owned Automobile under this Program and for What Purposes?

This policy only applies to University Owned and Leased Automobiles & Trailers that are being used for University business. NOTE: Individuals holding the following types of licenses are not allowed to drive on university business: learners, probationary, G1 and G2. Persons covered under this policy include Qualified Drivers with a valid driver's license, who is registered with Department of Finance and who fall into one of the three following categories:

- Carleton University staff;
- Carleton University volunteers (with written permission from the Department Head or designate);
- Carleton University students when the vehicle is being used for course related field trips OR varsity team transport. Please note the trip must be under the supervision of a University employee and permission must be granted by the Department Head or designate.

Please Note: Drivers involved in a) multiple accidents within a two year period, b) a serious accident or c) a serious driving infraction while driving on University related business may be reviewed by the Manager, Risk and Insurance. The results of this review may require the driver to attend a Drivers Safety course in order to continue as a Driver insured under this program or could result in suspension of driving privileges.

Passengers

- passengers are not usually allowed in University vehicles unless they are employees or others necessary to complete the University business for which the vehicle is being operated;
- hitchhikers must not be picked up or carried at any time.

What is Not Covered

- normal wear and tear on the vehicle or trailer.
Special Conditions of Insurance Program

- University-owned motor vehicles cannot be driven outside of Canada and the United States unless the Manager Risk and Insurance is notified;
- insurance coverage for collision may be void if the driver is found legally impaired;
- insurance coverage may be void if alcohol or illegal drugs are found in the vehicle;
- insurance coverage may be void if the vehicle is used for any illicit or prohibited trade or transportation.

Please Note: the driver of a University owned or leased vehicle may be held legally responsible for charges and/or litigation resulting from vehicle misuse (which includes, but is not limited to, any of the Special Conditions listed herein)

Deductibles

- The current deductible charged to the University is $1000, except for heavy commercial vehicles which is $2500.
- The $1000 deductible is passed on to the department if it is determined that the driver of the vehicle was at fault or if the vehicle has been vandalized.

Parking and Traffic Violations

Operators of University vehicles are personally responsible for all traffic and parking violations incurred while a University vehicle is in their custody. The University will not assume responsibility or reimburse users for violations, fines, penalties or highway tolls.
9.6 FINE ARTS INSURANCE PROGRAM

PLEASE NOTE: This is a short summary of the above insurance program that has been prepared for quick reference. It does not include all of the conditions and exclusions that might apply on this policy. If you have any questions about the insurance implications of an activity or situation in which your department is involved, please contact the Manager Risk and Insurance extension 1473.

What is Covered

- **University-owned Fine Arts** include paintings, rare books, coins, manuscripts, works of art and collectibles. Fine Arts are covered against physical loss or property damage anywhere they are located in the world. They are also insured in-transit to and from the University.
- **Fine Arts on loan or consignment to the University** is covered against physical loss or property damage while they are on University property. They may also be covered in-transit to and/or from the University, depending on the loan arrangements.

What Amounts are Covered

- **University-owned Fine Arts** are covered for their replacement value. The replacement value is given to the Finance Department at the time of acquisition by the owner-department and is then added to the insurance policy. The value can be updated any time that the Fine Art is re-evaluated.
- **Fine Arts on loan or consignment to the University** is also covered for their replacement cost. The replacement cost for each piece is given to the Finance Department at the time the loan is arranged.

What is Not Covered

Damage resulting from:

- natural aging, gradual deterioration, inherent defect, rust or oxidization, moth or vermin;
- repairing, restoring, retouching or similar process;
- aridity, humidity, exposure to light or extremes of temperature (unless caused by an event such as fire);
- any damage caused by nuclear reaction, nuclear radiation or radioactive contamination.

Special Conditions of Insurance

- The University must take reasonable steps to keep the items in good repair and take all reasonable measures to protect the property.
- **In-transit** ($250,000 limit for any one loss in transit) items must be packed, unpacked and secured by competent professional packers.
- **Newly acquired Fine Arts** are covered for a period of 30 days automatically. However, in order to continue coverage, the Manager, Risk and Insurance must be notified within 30 days of the acquisition date in order to add the item to the insurance policy.
Deductible

- There is a deductible of $10,000 per loss. This means that if there are a few items involved in a single loss, the deductible would still be $10,000. This deductible is charged to the owner department.

Policy Territory

- world wide
9.7 CRIME INSURANCE PROGRAM

PLEASE NOTE: This is a short summary of the above insurance program that has been prepared for quick reference. It does not include all of the conditions and exclusions that might apply on this policy. If you have any questions about the insurance implications of an activity or situation in which your department is involved, please contact the Manager, Risk and Insurance.

What is Covered

- theft of money or securities by employees or others employee theft;
- premises coverage - includes loss or damage as a result of robbery, safe burglary, etc.;
- transit coverage - destruction, disappearance or wrongful abstraction of money or securities while being conveyed by an employee or armoured motor vehicle company;
- depositors forgery coverage;
- credit card forgery coverage;
- money order and counterfeit currency coverage;
- computer theft and funds transfer fraud coverage.

Deductible

- The deductible on this policy is $10,000.

Who is Covered

- all funds related to University accounts, including trust accounts.

What is Not Covered

- student or employee groups having funds in bank accounts outside of the University, or these groups having funds physically held in areas on campus. These funds are not considered University funds;
- losses due to war, civil war, insurrection, rebellion or revolution, etc.;
- the cost of reproducing information contained in any lost or damaged manuscripts, records, accounts, etc.;
- expenses incurred in establishing the existence or the amount of the loss;
- loss of trade secrets and other confidential information;
- fees incurred in prosecuting or defending any legal action;
- losses not reported to Manager, Risk and Insurance (and the Insurers) within 90 days of discovery. Please ensure that the Manager, Risk and Insurance is informed immediately if this type of loss is suspected.

Policy Territory

- world wide
9.8 BOILER & MACHINERY INSURANCE PROGRAM

PLEASE NOTE: This is a short summary of the above insurance program that has been prepared for quick reference. It does not include all of the conditions and exclusions that might apply on this policy. If you have any questions about the insurance implications of an activity or situation in which your department is involved, please contact Manager Risk and Insurance extension 1473.

What is Covered

- losses related to sudden and accidental breakdown of boilers, pressure vessels, piping, refrigerating and air conditioning systems;
- engines, compressors, pumps, fans & blowers;
- rotating electrical machines, transformers and induction feeder regulators;
- non-rotating electrical apparatus;
- air conditioning units, 50 H.P. or less;
- wheels and shafting;
- compressing and refrigerating units (15 H.P. or less);
- miscellaneous machines, gear wheels and enclosed gear sets;
- deep well pump units;
- turbines;
- internal combustion type gas turbines.

What is Not Covered

- losses caused by war, invasion, insurrection, revolution, military, etc.;
- losses caused by a nuclear reaction;
- increases in losses as a result of damage, contamination or pollution by a substance;
- damage caused by fire, flood or earthquake;
- damage to sewers, underground piping, sprinkler systems.

Deductible

- $5,000 for pressure objects;
- $25,000 for machinery objects;
- $5000 for Consequential damage;
- Business Interruption Waiting Period:

  - Pressure Objects – 24 hours;
  - Mechanical and Electrical Objects – 48 hours.

Policy Territory

- locations owned or leased by the University throughout Canada, where the schedule of the equipment has been given to the Insurers.
9.9 COURSE OF CONSTRUCTION - WRAP UP LIABILITY INSURANCE PROGRAM

PLEASE NOTE: This page contains a short summary of the responsibilities of each party with respect to insurance for construction projects as well as summary of the insurance programs. It does not include all of the responsibilities nor the conditions and exclusions that might apply to the insurance policies. If you have any questions about the insurance implications of an activity or situation in which your department is involved, please contact the Manager Risk and Insurance extension 1473.

THE FOLLOWING INFORMATION APPLIES TO ALL CARLETON UNIVERSITY CONSTRUCTION PROJECTS WITH A VALUE OF $1 MILLION OR HIGHER.

PROCESS & RESPONSIBILITIES

INSURANCE PROCESS

STEP 1: Project Manager - At a minimum of 2 months prior to the beginning of the construction project the Project Manager must submit the following information to the Manager, Risk and Insurance:

A completed Course of Construction Application form with the following attachments:

- General Arrangement Drawings
- Soils report
- Construction Schedule
- Plot & Site Plan
- Breakdown of Values

A completed Wrap Up Liability Application form with the following attachments:

- Construction or Project-Management Contract;
- General Area Map;
- Site Plan Survey.

STEP 2: Manager, Risk and Insurance will review the applications, discuss any issues with the Project Manager and the insurance brokers, and discuss the insurance quote with the Project Manager.

STEP 3: If a Warranty Clause is required by the Insurer, Manager, Risk and Insurance will forward such to the Project Manager and the Construction Manager for their comments.

STEP 4: The Project Manager will e-mail their acceptance of the insurance quote.

STEP 5: Manager, Risk and Insurance will bind the insurance. NOTE: This step must be completed and response from the insurance broker received in writing prior to any construction work being commenced.
STEP 6: Once received, Manager Risk and Insurance will forward a copy of the insurance binder to the Project Manager and the Manager Administrative Services Physical Plant.

STEP 7: Once received, Manager, Risk and Insurance will forward a copy of the Certificate of Insurance to the Project Manager and the Manager Administrative Services, Physical Plant.

STEP 8: Once received, Manager Risk and Insurance will forward a copy of the insurance policies to the Project Manager and the Manager Administrative Services Physical Plant.

STEP 9: Once the Project Manager and the Manager Administrative Services Physical Plant has received the policies, they will review them and forward any questions or concerns regarding any difference in Conditions to the Manager, Risk and Insurance to resolve, where possible.

PROJECT EXTENSIONS

STEP 1: At a minimum of 4 weeks prior to the original expected termination date of the Project, if the project is expected to require further time to complete, the Project Manager will submit a request to Manager, Risk and Insurance by e-mail to extend the project.

STEP 2: The Manager, Risk and Insurance will forward the request to the Insurers and will forward the Insurer’s consent and the premium cost increase to the Project Manager and the Manager Administrative Services Physical Plant.

STEP 3: Once received, the Manager, Risk and Insurance will forward a copy of the Insurance Endorsement to the Project Manager and the Manager Administrative Services Physical Plant.

STEP 4: If there are further requirements for extension of the insurance, the Project Manager will ensure that such requests are forwarded to Manager, Risk and Insurance at a minimum of two weeks in advance of the current termination end date of the Project.

CERTIFICATES / COSTS REQUIRED

The following documents are required to be sent to Manager, Risk and Insurance within the timelines indicated, to ensure that the Course of Construction & Wrap-Up Liability Insurance policies are appropriately terminated and that the building is transferred to the regular property insurers of the University within the parameters of the insurance policy requirements:

- Certificate of Substantial Completion - within a minimum of 30 days after the Certificate of Substantial Completion is received; the Project Manager will forward a copy of this certificate to Manager, Risk and Insurance.
• **Final Costs** - within a minimum of 60 days or when available after Substantial Completion of the project, the **Project Manager** will forward the final costs for the project to Manager, Risk and Insurance.

• **Occupancy Permit** - within a minimum of 30 days after the Occupancy Permit has been received, the **Project Manager** will forward a copy of such to Manager, Risk and Insurance.

**PROJECT INSURANCE - WHAT IS COVERED**

**Course of Construction Insurance** - When new buildings or large expansions with a value of $1 million or greater are being built by Carleton University, they are insured through a blanket Course of Construction Insurance policy which has been purchased by the University. Each separate project must be declared to the Manager, Risk and Insurance to ensure appropriate coverage by this policy. It covers the property for the value of the building while it is under construction.

**Wrap Up Liability Insurance** - this insurance provides liability insurance for the project. It provides for 24 months wrap up liability following the date of substantial completion.

Coverage for renovations of existing buildings where the renovation cost is less than $1 million is included within the regular Property Policy for the University. Contractors on those projects must, however, provide evidence of their own insurance to cover their actions. These projects are to be reported to Manager, Risk and Insurance on an annual basis.
Section 10  Proof of Insurance

Certificates of Insurance/ Proof of Insurance

10.0 Description - Certificate of Insurance

A Certificate of Insurance is a document, signed by an insurance agent or company, which outlines the types and limits of insurance carried by a vendor, contractor, tenant or other party with whom Carleton University has entered into an agreement. They are an official means of ensuring the outside party is in compliance with the terms of the contract or agreement they have with the University, and that Carleton University’s interests are protected. It also provides information on the insurance companies providing coverage, so we know where to file claims if needed.

Whenever a department hires vendors or contractors or lets an outside group use Carleton University facilities, there is a possibility something can go wrong resulting in an injury or property damage. You can help protect Carleton University from liability by requiring a Certificate of Insurance from the vendor or contractor. A Certificate of Insurance should be obtained anytime an outside party is:

• Providing a good or service for use in the Carleton University community,
• Performing any type of operation/work on Carleton University property,
• Doing any work on behalf of Carleton University, or
• Occupying Carleton University property for any use.

10.1 Information on a Certificate of Insurance

A certificate of insurance provides valuable information confirming that a vendor or contractor has the coverages and limits of insurance requested in the insurance clause of the agreement or contract entered into with the University. A Certificate of Insurance should provide the following information:

• The name of the insurance agent or broker,
• The identity of the “Named Insured” that purchased the policy,
• The insurer providing the coverage,
• The types and amount of the coverage, and
• The effective dates of the policy.

See example – Appendix A (This format should be used when requesting a Certificate of Insurance from a vendor or contractor. Other formats are acceptable as long as all required information is present)
10.2 Types/Limits of insurance

The type and limits of insurance required will depend on the work or services to be provided. As a general rule, limits of five million dollars for Commercial General Liability are required for any commercial activity. However, there are special requirements where transportation, the service of alcohol or the preparation of food are involved. These and other high risk activities may require higher limits, or different types of coverage. The Manager, Risk and Insurance should be contacted to discuss the specific insurance types and limits required.

A Certificate of Insurance may not provide sufficient proof of insurance coverage in some cases. In these incidents it may be necessary to require a certified copy of the actual insurance policy from the vendor. This requirement is invoked when only the actual policy wording will provide a clear indication that the coverage required is in place. Again, the Manager, Risk and Insurance can assist in determining if this detailed information is required.

10.3 Additional Insured

When Carleton University is listed as an additional insured, it means that our interests are protected under the insurance policies purchased by the outside party, in respect to any work/product, etc. provided to us by the outside party. It allows us to “bypass” our own insurance and use the insurance provided by the outside party. It also grants Carleton University full rights to coverage for losses arising out of the services or products that the vendor supplies.

It is vital that Carleton University is ALWAYS listed as an additional insured on all general, auto and umbrella or excess liability policies purchased by outside parties. The Certificate of Insurance provided by the vendor or contractor should indicate that Carleton University has been added as an Additional Insured.

10.4 Filing of Certificates

A copy of all certificates that you request and receive should be kept in the vendor, contract or event file as the case may be and a copy sent to the Manager, Risk and Insurance for review.

10.5 When Carleton University is required to Provide Proof of Insurance

When an outside party requests a certificate of insurance from Carleton University, please use the “Request for Certificate of Insurance” Form attached as Appendix B or go to http://www.carleton.ca/finance/risk.htm and complete the requested form. Please forward all completed certificate requests to the Manager, Risk and Insurance at tony_lackey@carleton.ca or by fax to 3919 for processing. Once received, your request will be submitted to our insurers for processing. Please allow at least 72 hours for processing. When received a copy of the Certificate will be sent to you and the requesting party.
For further information or questions regarding Certificates of Insurance or Proof of Insurance contact:

<table>
<thead>
<tr>
<th>Contact</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manager, Risk and Insurance</td>
<td>1473</td>
</tr>
<tr>
<td>Administrative Assistance</td>
<td>3602</td>
</tr>
<tr>
<td>Fax Number</td>
<td>3919</td>
</tr>
</tbody>
</table>
Appendix A

Example Certificate of Insurance

**ACORD CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**

**INSURERS AFFORDING COVERAGE**

**INSURED**

**COVERAGE**

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued, or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>INSR ADD:</th>
<th>LTR: MND</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE</th>
<th>POLICY EXPIRATION DATE</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>A</td>
<td>GENERAL LIABILITY</td>
<td>XGU2223400</td>
<td>02/25/2009</td>
<td>02/25/2010</td>
<td>EACH OCCURRENCE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td>CLAIMS MADE</td>
<td>OCCUR</td>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (Ex Occurrence)</td>
<td>$300,000</td>
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<tr>
<td></td>
<td>GEN. AGGREGATE LIMIT APPLIES PER LOC</td>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person)</td>
<td>$</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY</td>
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</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td>GENERAL AGGREGATE</td>
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<td></td>
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<td>PRIVATE PASS</td>
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<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
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<td>COMBINED SINGLE LIMIT (Per accident)</td>
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<td></td>
<td>ANY AUTO</td>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (Per person)</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>ALL OWNED AUTOS</td>
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<td></td>
<td></td>
<td>BODILY INJURY (Per accident)</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>SCHEDULED AUTOS</td>
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<td></td>
<td>PROPERTY DAMAGE (Per accident)</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>HIRED AUTOS</td>
<td></td>
<td></td>
<td></td>
<td>AUTO ONLY - EA ACCIDENT</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>NON-OWNED AUTOS</td>
<td></td>
<td></td>
<td></td>
<td>OTHER THAN AUTO ONLY</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>X Leased</td>
<td></td>
<td></td>
<td></td>
<td>AUTO LIABILITY</td>
<td>$</td>
</tr>
<tr>
<td>A</td>
<td>EXCESS UMBRELLA LIABILITY</td>
<td>XRU2223406</td>
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<td>02/25/2010</td>
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<td>OCCUR</td>
<td>CLAims MADE</td>
<td></td>
<td></td>
<td>AGGREGATE</td>
<td>$4,000,000</td>
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<tr>
<td></td>
<td>DEDUCTIBLE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>RETENTION</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>VIC STRUC-</td>
<td>OTHER</td>
</tr>
<tr>
<td>ANY PROPRIETOR/OWNER/EXECUTIVE OFFICER/OWNER EXCLUDED?</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TURE LIMITS</td>
<td>DR</td>
</tr>
<tr>
<td>IF YES, DESCRIBE UNDER SPECIAL PROVISIONS BELOW</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>ELD EACH ACCIDENT</td>
<td>$</td>
</tr>
<tr>
<td>ELD DISEASE - EA EMPLOYEE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>ELD DISEASE - POLICY LIMIT</td>
<td>$</td>
</tr>
<tr>
<td>A</td>
<td>OTHER POLLUTION</td>
<td>XGU2223400</td>
<td>02/25/2009</td>
<td>02/25/2010</td>
<td>POLLUTION LEGAL</td>
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</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td>Aggregate</td>
<td>5,000,000</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>CONTRACTORS POLLUTION</td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Aggregate</td>
<td>1,000,000</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Carleton University is added as an Additional Insured for General Liability, but only with respect to operations performed on their behalf and due to the negligence of.

**CERTIFICATE HOLDER**

Carleton University
1125 Colonel By Drive
Ottawa, ON K1S 5B6

**CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavour to mail 30 days written notice to the certificate holder named to the left, but failure to do so small impose no obligation or liability of any kind upon the issuer, its agents or representatives.

**AUTHORIZED REPRESENTATIVE**

Page 1 of 1

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### Appendix B  Request for Certificate of Insurance

#### Carleton University
Canada's Capital University

**Request for Certificate of Insurance**

<table>
<thead>
<tr>
<th>Certificate Holder (Organization requesting Proof of Insurance)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title of Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Province/State</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ontario</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Postal Code</th>
<th>US Zip/Postal Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone Number</th>
<th>Ext</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fax Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>email</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**What level of service do you require (choose one)?**

<table>
<thead>
<tr>
<th>Service Level</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**Should we automatically renew this certificate next year?**

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Your Name</th>
</tr>
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<tbody>
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<table>
<thead>
<tr>
<th>Department</th>
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<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone Number</th>
<th>Ext</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fax Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**Limit(s) of Insurance Required (Millions)**

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Required</th>
<th>Yes</th>
<th>No</th>
<th>Limits (Amount if known)</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability</td>
<td></td>
<td></td>
<td></td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Errors &amp; Omissions</td>
<td></td>
<td></td>
<td></td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Property Insurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional Insured Required?</td>
<td>YES</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# Describe the Nature of Operations for this Certificate

**Specific activity**

<table>
<thead>
<tr>
<th>Activity/Agreement Start (Date)</th>
<th>Activity/Agreement End (Date)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Who is Performing activity?**

**Location of activity.**

<table>
<thead>
<tr>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Province/State</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City</th>
<th>Postal Code</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Country</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Canada</td>
</tr>
</tbody>
</table>

**Please record any Special Instructions here or paste in the insurance clause from any agreement or contract**

[Print Form] [Submit by Email] [Reset Form]
Section 11  Bonds

11.0 Definition – Bond

There are several types of bonds that are available to provide security for the completion of work or services contracted. There are three parties involved in any Bond transaction. The first is the Principal; this is the party who has made an obligation under an agreement and to whom the Bond is issued. The second, the Obligee is the one to whom the bond is payable and whom the Surety indemnifies against loss caused by the failure of the Principal to carry out his obligation. The third is the Surety, who is the one who indemnifies the Obligee against loss caused by default on the part of the Principal.

Bonds are not an insurance policy, but a promise to ensure the subject of the Bond is carried out. The Surety makes the promise to the Obligee to either pay a sum to have the obligations under the agreement completed or arrange for it to be carried out. The Surety has a right to recover any money it pays to complete the obligation from the Principal who originally undertook the obligation.

11.1 Principles of Bonds

1) There must be an agreement, between two parties, which is to be the subject of the guarantee by the Third Party (Surety).
2) The Principal is primarily responsible for the obligation, which is the subject of the Suretyship.
3) Premium in theory is a service charge only. The Surety assumes the Principal is responsible and does not anticipate being called upon to pay.
4) The Surety has recovery rights against the Principal

11.2 Bid Bond

A Bid Bond is a written guarantee by a Surety (usually a bank or an insurance company) submitted to a principal (client or customer) by a contractor (bidder) with a Bid. A Bid bond ensures that on acceptance of a bid by the customer, the contractor will proceed with the contract and will replace the Bid bond with a performance bond. Otherwise, the Surety will pay the customer the difference between the contractor’s bid and the next highest bidder. This difference is called liquidated damages which cannot exceed the amount of the Bid bond. A bid bond is not an insurance policy, and (if cashed by the principal) the payment amount is recovered by the Surety from the contractor.
11.3 Performance Bond

A Performance Bond is a guarantee, on the part of the Surety, of the performance of a contract by the Principal for the Obligee, who is the party for whom the project is being undertaken.

The bond refers to and is based on an agreement made between the Principal and the Obligee giving the details of the work to be performed by the Principal and the price to be paid for it by the Obligee. Consequently the Agreement becomes part of the Bond and if the Principal fails to meet its obligations under the contract, the Surety steps into the Contractor’s place by either ensuring the terms of the contract are met or by paying the Obligee the amount of the bond.

11.4 Labour and Material Payment Bonds

This bond is issued simultaneously with a Performance Bond for an amount equal to or less than an amount of the Performance Bond.

This Bond allows persons (claimants) who have direct contracts with the contractor (Principal) for labour, material or services required for use in the performance of the Contract, and have not been paid in full within a specified time after the date on which the last of such work was performed, to sue the Principal and Surety on the bond.

However, these persons must give written notice to the Principal, Surety and Obligee within a specified time after the last of such work was performed, stating with substantial accuracy the amount claimed.

11.5 Alternative

In certain circumstances a Letter of Credit from the contractor may serve as an adequate alternative to the requirement for bonds.

11.6 Carleton University Policy

Carleton University requires that Bid Bonds and the resulting Performance bonds be obtained on all contracts over $100,000. For contracts under $100,000 a certified cheque payable to the University in an amount of 10% of the contract price is required as security for the bid and contract.

Contact the Manager, Risk and Insurance to obtain further details.

Note: Information for this summary was derived from Casualty Covers, Insurance Institute of Canada, Canada 1984
PART D: ACADEMIC AND STUDENT RISK MITIGATION

Section 12  Field Trip Risk Management Guidelines

12.0 Field Trip Definition

A field trip is an off-campus educational/instructional experience provided by Carleton University faculty/staff to their students which normally involves travel for the group. A trip to an art museum for art students could be considered a Carleton University field trip, but a social gathering or trip without educational purpose would not normally be considered a field trip (For social events please review Sections 4, 5 and 7 of the Risk Management Manual). Field Trips do not include Co-operative or unpaid work placements.

12.1 Planning the Trip

The following steps should be considered in planning your field trip:

- Identify any special requirements for participation on the trip -- special skills, fitness certification -- as well as any hazards or dangers on the trip or at the site that might affect the health and safety of the participants.
- Obtain departmental approval from Chair or Department Head (See attached Field Trip Planning and Approval Record, Appendix B). Records should be kept in the Department with signed Waivers or Informed Consents for three years.
- Ask students to advise you of any special disabilities, problems or needs that may need to be accommodated.
- Obtain signed Informed Consent forms if the field trip is a compulsory part of the course or a Waiver and Informed Consent if the field trip is optional to the student (See section 8 Waivers and Informed Consents). These forms should be retained in the Department files for a period of 3 years.
- List of Participants should be submitted along with the Waivers and/or Informed Consents to the Departmental Administrator. A copy of the List of Participants and the Field Trip Planning and Approval Record should be kept by the trip leader for reference during the trip.
- Consider special clothing or equipment that may be needed because of weather or other conditions.
- Determine transportation needs – reservation of vehicles, drivers, need for site supervision (review Section 4 – Transportation Risks).
- Plan for emergencies – theft, illness, vehicle emergency, weather delays, student misconduct or threats to the safety of others.
12.2 Transportation

Arrange for rental vehicles or charter bus transportation well in advance. Determine the route, stops, timetables, and drivers. You will need a system for communicating and performing student counts. (Review Section 4 Transportation Risks for more information on this topic).

12.3 Communication and Site Orientation

Communicate information to students in advance about schedules, departure locations, route, rest and meal stops, lodging, emergency procedures, protocol for problems, and rules of conduct.

12.4 Duty to Warn, Protect and Supervise

Carleton University faculty/staff have a duty to warn their students of any known hazards at the field trip site. University employees must exercise reasonable care to protect and supervise students while they are participating in a field trip conducted by the University.

Trip organizers should provide each participant with an itinerary of trip, detailing the time for departure and arrival. Also included should be all details about accommodation and the various activities which are to be undertaken during the trip. Participants should also be required to sign a Code of Conduct, which outlines the expected behaviors of participants on the trip. (See Appendix C for an example)

12.5 Compliance with University Policies

Faculty, staff, and students must comply with University policies while on field trips just as they would on campus.

The instructional activities and setting during class time should conform to the University’s policies including those concerning alcohol and drug use, vehicle use, student misconduct, smoking, and policy on sexual harassment.

Faculty, staff, and students should reference these University polices at http://www.carleton.ca/secretariat/policies/.

Any questions regarding risk management of field trips, and policies related to field trip activities should be directed to Manager, Risk and Insurance.
12.6 PRE-DEPARTURE SAFETY CHECKLIST

The Pre-Departure Safety Checklist outlines major, and common, items that should be checked before fieldtrips are undertaken. It is a guide only; depending on the activity, the Trip Organizer may wish to consider additional items. The Planning Record should only include those items relevant to the activity being undertaken. It is the responsibility of each department that partakes in field trips to ensure that the proper measures are taken.

12.6.1 Equipment
All equipment to be taken on a field trip must be checked by a competent person before removal from the campus, to make sure that it is in good condition, complete and safe. Documentation of this pre-trip assessment of the equipment is advised.

12.6.2 Clothing
Field trip participants should be informed of the appropriate clothing to be worn while conducting their work. At times, the appropriate clothing may have to be provided and other times the participant may have to provide his or her own clothing. It should be identified whether there is special protective gear to be used while conducting the particular fieldwork and this protective clothing must be used.

When extreme weather conditions can be anticipated or are known, clothing appropriate to the situation should be taken on the field trip. Participants must employ common sense in terms of clothing worn on the field trip.

12.6.3 First-Aid Kits
First-aid kits, appropriate to the situation, are required for off-campus operations. It is the responsibility of the field trip organizer to ensure that a kit is available and maintained at the site, and available on any transportation used. Prior to departure the Professor or Academic Supervisor is responsible for documenting the presence of a first-aid kit for the trip and any other required first aid supplies. Refer to the Appendix A of this section for recommendation for the type and contents of first aid kits.

The Professor or Academic Advisor should ensure they or some other competent individual on the trip has the appropriate level of First Aid Certification (see appendix A).

12.6.4 LOCATION SAFETY CONSIDERATION
Field Trip locations may pose dangers. In cases of dangerous field trip locations, there is a higher standard of care that must be taken to ensure that participants are safe. The following is an outline of some of the dangerous site locations and some safety measures to be taken in regards to the locations.
I) Bush, Remote Hazardous Areas

In the case of field trips in the bush, in remote or hazardous areas, the Professor or Academic supervisor must:

- provide a communication link;
- provide suitable maps of the area, whistles, bear spray, etc if appropriate, to each participant;
- become familiar with the area before commencing trip;
- have a procedure for contacting local police OPP or RCMP if appropriate in area;
- have a procedure for, and knowing who will organize, a search for missing people;
- maintain good communication with all participants;
- obtain from students, before leaving campus:
  - Ontario health insurance number (or equivalent); and
  - details of special health considerations and special diets of participants;
- if underwater research is to be conducted, evidence that the participants holds a valid certification for the area of the dive; and
- local expert advice on the locality if available.

II) Construction Sites, Mines, Manufacturing Plants, Archaeological Digs

For field trips to these places, it is vital to be familiar with, agree to and comply with the pertinent regulations and instructions. For example, in some cases, safety boots, hard hats or safety glasses will be required. Safety sessions conducted by plant personnel are encouraged. When possible, the regulations of these locations should be obtained by the Professor or Academic Supervisor prior to the field trip.

III) Foreign Travel

For any foreign travel to areas deemed to be high risk, there must be prior consultation with, and approval by, the Department Head and the International Student Service Office.

For work that is to be undertaken outside of Canada and deemed to be high risk, the Professor or Academic Supervisor should contact at the earliest possible opportunity, the local Canadian embassy, consulate, charge d' affaires, local C.I.D.A. or C.U.S.O officers, with details of travel and/or work plans.

Proper immunization must be followed in order for any participant to be able to travel to conduct their work in a foreign country.

Contact the Manager, Risk and Insurance and International Student Services Office for more information regarding foreign travel and registration for online travel training.

12.6.5 Insurance

When embarking on a field trip, there are several types of insurance coverage which may be required to ensure the trip's participants and the University is properly protected. The Professor or Academic Supervisor of the trip should review Section 4, 7, 9 and 12 of the
Risk Management Manual to obtain a general understanding of the insurance which may be required.

Any additional questions regarding insurance coverage or requests to obtain Proof of Insurance should be directed to the Manager, Risk and Insurance ext. 1473.
## Appendix A  Requirements for First Aid Kits

<table>
<thead>
<tr>
<th>Item</th>
<th>Number of Employees</th>
<th>Type of First Aid Kit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2 to 5 (subject to item 5)</td>
<td>A</td>
</tr>
<tr>
<td>2</td>
<td>6 or more, where the first aid attendant is required to have at least a basic first aid certificate</td>
<td>B</td>
</tr>
<tr>
<td>3</td>
<td>6 or more, where the first aid attendant is required to have at least a standard first aid certificate</td>
<td>C</td>
</tr>
<tr>
<td>4</td>
<td>1, detached from the main party in a remote workplace</td>
<td>D</td>
</tr>
<tr>
<td>5</td>
<td>1 to 3, travelling by snowmobile or other small vehicle, other than a truck, van or automobile</td>
<td>D</td>
</tr>
</tbody>
</table>

**Note:** The contents of first aid kits A, B, C and D are set out in Schedule II.

**Note:** Information above is from the Canada Occupational Health and Safety Regulations Part 16 - First Aid
### Schedule II - Content of First Aid Kits

<table>
<thead>
<tr>
<th>Item</th>
<th>Supplies and Equipment</th>
<th>Quantity According to Type of First Aid Kit:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>A</td>
</tr>
<tr>
<td>1.</td>
<td>Antiseptic swabs (10-pack)</td>
<td>1</td>
</tr>
<tr>
<td>2.</td>
<td>Scissors: super shears</td>
<td>-</td>
</tr>
<tr>
<td>3.</td>
<td>Bandages: adhesive strips</td>
<td>12</td>
</tr>
<tr>
<td>4.</td>
<td>Plastic bags: waterproof, sealable</td>
<td>-</td>
</tr>
<tr>
<td>5.</td>
<td>Bandages: triangular, 100 cm, folded</td>
<td>2</td>
</tr>
<tr>
<td>6.</td>
<td>Blankets: emergency, pocket size</td>
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</tr>
<tr>
<td>7.</td>
<td>First Aid Kit Container</td>
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</tr>
<tr>
<td>8.</td>
<td>Dressings: combination, 12.7 cm x 20.3 cm</td>
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</tr>
<tr>
<td>9.</td>
<td>Dressings: compress, 7.5 cm x 12 cm</td>
<td>4</td>
</tr>
<tr>
<td>10.</td>
<td>Dressings: gauze sterile, 10.4 cm x 10.4 cm</td>
<td>10</td>
</tr>
<tr>
<td>11.</td>
<td>Dressings: gauze, non-sterile, 10.4 cm x 10.4 cm</td>
<td>1</td>
</tr>
<tr>
<td>12.</td>
<td>Forceps: splinter</td>
<td>1</td>
</tr>
<tr>
<td>13.</td>
<td>Gloves: disposable</td>
<td>4</td>
</tr>
<tr>
<td>14.</td>
<td>Mouth-to-mouth resuscitation mask with one-way valve</td>
<td>1</td>
</tr>
<tr>
<td>15.</td>
<td>Record book: First Aid</td>
<td>1</td>
</tr>
<tr>
<td>16.</td>
<td>Scissors: bandage</td>
<td>1</td>
</tr>
<tr>
<td>17.</td>
<td>Self-adhering gauze bandage: 7.5 cm x 4.5 cm</td>
<td>2</td>
</tr>
<tr>
<td>18.</td>
<td>Tape: adhesive, 1.2 cm x 4.5 cm</td>
<td>-</td>
</tr>
<tr>
<td>19.</td>
<td>Tape: adhesive, 2.5 cm x 4.5 cm</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Additional supplies and equipment maintained outside of the kit itself (for remote workplace)</td>
<td>-</td>
</tr>
<tr>
<td>20.</td>
<td>Blankets: bed type</td>
<td>-</td>
</tr>
<tr>
<td>21.</td>
<td>Splint set</td>
<td>-</td>
</tr>
<tr>
<td>22.</td>
<td>Stretcher</td>
<td>-</td>
</tr>
</tbody>
</table>
## Schedule III - Additional First Aid Supplies and Equipment for Remote Workplaces

<table>
<thead>
<tr>
<th>Item</th>
<th>Supplies and Equipment</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Guide on wilderness first aid</td>
<td>1</td>
</tr>
<tr>
<td>2.</td>
<td>30 mL (6 teaspoons) table salt, sealed in strong plastic bag</td>
<td>1</td>
</tr>
<tr>
<td>3.</td>
<td>30 mL (6 teaspoons) baking soda (not baking powder), sealed in strong plastic bag</td>
<td>1</td>
</tr>
<tr>
<td>4.</td>
<td>60 mL (12 teaspoons) sugar, sealed in strong plastic bag</td>
<td>1</td>
</tr>
<tr>
<td>5.</td>
<td>1 litre plastic bags</td>
<td>5</td>
</tr>
<tr>
<td>6.</td>
<td>Large plastic garbage bags</td>
<td>2</td>
</tr>
<tr>
<td>7.</td>
<td>Patient treatment record forms, which include vital sign recording sections</td>
<td>3</td>
</tr>
<tr>
<td>8.</td>
<td>Oral temperature thermometer in an unbreakable case</td>
<td>1</td>
</tr>
<tr>
<td>9.</td>
<td>Emergency signaling mirror</td>
<td>1</td>
</tr>
<tr>
<td>10.</td>
<td>Blanket: emergency, pocket size</td>
<td>1</td>
</tr>
<tr>
<td>11.</td>
<td>Anti-itch ointment/lotion/swabs (10-pack)</td>
<td>2</td>
</tr>
<tr>
<td>12.</td>
<td>Scissors: super shears</td>
<td>1</td>
</tr>
<tr>
<td>13.</td>
<td>Bags: disposable, waterproof, emesis</td>
<td>4</td>
</tr>
<tr>
<td>14.</td>
<td>Burn jelly (5 mL)</td>
<td>4</td>
</tr>
<tr>
<td>15.</td>
<td>Plastic bags: waterproof and sealable for disposal of contaminated waste</td>
<td>2</td>
</tr>
<tr>
<td>16.</td>
<td>Cold packs: instant type</td>
<td>2</td>
</tr>
<tr>
<td>17.</td>
<td>Hot packs: instant type</td>
<td>2</td>
</tr>
</tbody>
</table>

**Note:** In addition to the type A first aid kit and the above items, an effective means of communication with the base camp of operations must be available. The contents of a type A first aid kit are set out in Schedule II.

**Note:** Information above is from the [Canada Occupational Health and Safety Regulations Part 16 - First Aid](https://www.canada.ca/en/health-canada/services/occupational-safety/standards-regulations/health-safety-regulations.html).
Appendix B

Carleton University FIELD TRIP Planning and Approval Record

Pursuant to the Field Trip Guidelines, this form is to be completed by the Professor or Academic Supervisor and submitted to the Department Head (or equivalent) at the beginning of each term or no later than two weeks prior to the field trip. Numerous excursions to the same location or group of locations can be dealt with via one form. The form is good for a single academic year and a new form must be completed annually.

<table>
<thead>
<tr>
<th>DEPARTMENT:</th>
<th>Professor/Academic Supervisor:</th>
</tr>
</thead>
</table>

LOCATION OF FIELDWORK:

Geographical Site: __________________________________________________

Nearest Community: _________________________________________________
(name, distance to)

Country: __________________________________________________________

Nature of Field Trip

DATE OF DEPARTURE | DATE OF RETURN

FIELD TRIP TEAM – CHAIN OF RESPONSIBILITY

<table>
<thead>
<tr>
<th>Name</th>
<th>TEAM LEADER</th>
<th>TEAM MEMBER</th>
<th>OTHER SPECIFY</th>
<th>FIRST AID/CPR TRAINED</th>
</tr>
</thead>
<tbody>
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</table>

PHYSICAL DEMANDS OF TRIP (Check All that apply)

- DIVING and OTHER UNDERWATER ACTIVITIES
- CLIMBING
- HIGH ALTITUDE
- EXTREME HEAT
- MANUAL LIFTING, carrying or handling of heavy loads
- OTHER (please specify)

PROVIDE DETAILS OF ITEMS CHECKED

<p>| |</p>
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</tbody>
</table>

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### RISK ASSESSMENT:
List identified risks related to activities or environment (i.e. extreme heat or cold, wild animals, endemic disease, firearms, explosives, violence), and measures for eliminating or reducing risks to acceptable levels:

<table>
<thead>
<tr>
<th>Risk</th>
<th>Steps Taken to Mitigate Risk</th>
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<tbody>
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</tbody>
</table>

Attach additional sheets as required

#### TRAVEL IMMUNIZATION/PROPHYLAXIS REQUIRED FOR PARTICIPANTS?

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

**IF yes please check type required**

<table>
<thead>
<tr>
<th>Diphtheria</th>
<th>Hepatitis A</th>
<th>Hepatitis B</th>
<th>Japanese Encephalitis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Malaria</td>
<td>Measles</td>
<td>Polio</td>
<td>Rabies</td>
</tr>
<tr>
<td>Tetanus</td>
<td>Typhoid</td>
<td>Yellow Fever</td>
<td>Other (specify below)</td>
</tr>
</tbody>
</table>

**EMERGENCY PROCEDURES**

Emergency Plan for work location: (include information on communication and evacuation plans)
University Contacts should be Department Heads and Department Administrators. Local Contacts should be the Field Trip Leader and others in the Chain of Responsibility. Local contact should include land line number, cell number or other means of contact.

<table>
<thead>
<tr>
<th>University Contact</th>
<th>Phone Number</th>
<th>Local Contact</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td>4.</td>
<td></td>
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<tr>
<td>5.</td>
<td></td>
<td>5.</td>
<td></td>
</tr>
</tbody>
</table>

I, the undersigned, acknowledge that,
(a) I have been fully informed of the risks of this field work and that I accept them;
(b) I will comply with the established safety procedures;
(c) I am in a satisfactory state of health to undertake the work; and
(d) I have received all of the prescribed immunizations.

ACKNOWLEDGMENT OF TEAM MEMBERS:

<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

Signature of Professor, Principal Investigator or Academic Supervisor

I acknowledge that this safety plan has been prepared in keeping with the requirements of Carleton University’s Field Trip Risk Management Guidelines:

_________________________________________ _______________________________  __/____/___
Name (print)                                                                 Signature                 Date

Signature of Department Head (or equivalent)

I acknowledge receipt of this document:

_________________________________________ _______________________________  __/____/___
Name (print)                                                                 Signature                 Date
Appendix C

Insert Name of Group/Class **Code of Conduct**

The following is the Code of Conduct for (Name of Group/Class) during (insert name of trip example the trip to Trinidad and Tobago), to take place between (insert dates of trip). This **Code of Conduct** applies to regular daily programming and, evening and weekend activities for the duration of the trip.

Please read the code of conduct below, and sign at the bottom to indicate that you agree with these conditions.

I __________________________________ agree to

(PARTICIPANT)

- Recognize that I am a representative of Carleton University, the City of Ottawa and of Canada
- Behave in a manner that appropriately represents Carleton University, the City of Ottawa, and Canada, as well as contributes to the overall success of (insert name of trip), including all sessions and activities. This includes respecting the need for orderly conduct, and responding positively and appropriately to staff requests and interventions.
- Attend and be on time for all activities as scheduled by the trips organizers.
- Treat everyone with whom I come into contact, including fellow participants staff, and all others with dignity, respect, and concern for our mutual safety.
- Show respect for facilities, equipment, and operating procedures.
- Inform the designated staff of my destination when I leave the group or designated hotel and the time at which I will return.
- In case of emergency, inform the trip supervisor as soon as possible.
- Attempt to refrain from using alcohol or illicit drugs during the duration of the trip and if I do use alcohol, to do so responsibly so as to behave in manner expected of a represented of Carleton University, the City of Ottawa, and Canada.

I am aware that if I fail to comply with any of the above items, the trip supervisor will intervene on an individual basis and may take immediate disciplinary action, which may include but is not limited to immediate withdrawal from the trip. Furthermore, additional disciplinary action may be taken as outlined in the Carleton University Student’s Rights and Responsibilities Policy.

____________________________
Date

____________________________
Name (please print)

____________________________
Signature

____________________________
Witness’ signature