

## First Principles for Student Placement Agreements

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Student placement agreements signed by a program, Department or Faculty at the University of Toronto must include language that sets out roles and responsibilities in a number of areas. Please refer to the University student placement agreement template for the language for each of these areas.

### 1) General Roles and Responsibilities

Nomenclature for individuals roles should be clear in the agreement and used consistently throughout. The University's template uses the following nomenclature and provides a good example:

- a. *Student* means a person formally registered in a Faculty or Department or recognized academic unit of the University in a course or program of study.
- b. *University Placement Coordinator* means a person from the University degree program acting as the primary point of contact for the Placement.
- c. *On-site Faculty Member* means a person with an appropriate academic appointment to the University and present at the Placement Site at the time of the Placement.
- d. *Placement Site Representatives* means a person acting as the primary point of contact for the Placement.
- e. *Placement Site Supervisor* means a person providing supervision to the student at the Placement Site.

### 2) Academic Considerations

- a. Training standards – The agreement must indicate that the University is responsible for establishing and maintaining standards for the training and educational programs for its students and for the educational and academic qualifications and credentials of students. The site is responsible for establishing and maintaining standards applicable to its industry for the provision of services (including client/patient care where applicable)
- b. Program coordination and scheduling – The agreement must indicate that the University and the site will negotiate and confirm in writing the number of students attending, the times of their attendance, the nature and objectives of a placement and the physical and human resources to be provided at the placement site in support of the placement.
- c. Supervision of student – The agreement must indicate that a qualified supervisor at the placement site – as agreed upon by the University and the site – who has the appropriate knowledge, skills and judgment will provide supervision in the designated area to students.
- d. Evaluation of student – The agreement must indicate that student evaluation requirements and procedure will be agreed to by the University and the site prior to the commencement of placements and provide the opportunity for the University to assist in resolving issues that may arise in advance of a placement being terminated.

- e. Policies binding on the student – The agreement must indicate the students are bound by relevant University’s policies during the placement.
- f. Policies binding on the site – The agreement must indicate that the site is bound by University policies that pertain to education of students.

3) Well-being of student

- a. Health & Safety – The agreement must indicate that the site will take reasonable measures to ensure the safety of students while at the site and that the student placement meets the qualifications for MTCU-funded WSIB or ACE-INS coverage.
- b. Human Rights & Equity – The agreement must indicate that the University and the site will comply with applicable human rights legislation and other applicable rights and equity legislation.
- c. Complaints of Discrimination, Harassment or Workplace Violence – The agreement must indicate that complaints related to discrimination, harassment or workplace violence involving a student or faculty member of the University will be handled in accordance with University policy.

4) Institutional Protection

- a. Indemnification – The language of the indemnification sections of the agreement must read as follows, *verbatim*:

*The University will indemnify and save harmless the Placement Site, its servants, agents and employees from all claims of every kind in respect to any injury, loss or damage resulting from its performance or non-performance of this Agreement, unless the injury, loss or damage is caused or contributed to by the willful or negligent act or omission of the Placement Site, its servants, agents or employees while acting within the scope of their duties.*

*The Placement Site will indemnify and save harmless the University, its governors, servants, agents and employees from all claims of every kind in respect to any injury, loss or damage resulting from its performance or non-performance of this Agreement, unless the injury, loss or damage is caused or contributed to by the willful or negligent act or omission of the University, its governors, servants, agents or employees while acting within the scope of their duties.*

- b. Legal Liability & Insurance – The language of the liability and insurance sections of the agreement must read as follows, *verbatim*:

*The University will maintain in force for the duration of this Agreement a policy of comprehensive general liability insurance, in an amount not less than \$2 million per occurrence, on behalf of the University, its governors, servants, agents and employees, including students, against claims which may arise out of personal injury and property*

*damage and which are normally the subject of such coverage. The University will provide satisfactory evidence of such coverage, upon written request of the Placement Site to the Insurance and Risk Management Department of the University.*

- c. **Privacy & Confidentiality** – The language on privacy and confidentiality sections of the agreement must read as follows:

*Both parties will comply with any applicable legislation with respect to privacy. The parties acknowledge that the University is<sup>1</sup> bound by the Freedom of Information and Protection of Privacy Act (FIPPA). The Placement Site will at all times conduct itself as though bound by FIPPA in respect of its obligations under this Agreement.<sup>2</sup>*

- d. **Termination of the agreement** – The agreement must indicate that either party may terminate the agreement only with a minimum of 90 days' notice in writing and that student placements that have either commenced or have been scheduled will not be impacted by the termination.

**If any of the following items are included in the proposed form of the agreement, the agreement should not be signed:**

- 1) **Responsibilities of the University** – In the language of the agreement where the University is asked to “ensure” that students will be aware of or act in accordance with policies and procedures set out by the site, “to the best of its ability” must be added when this kind of language appears (i.e. the revision would be, “The University will ensure, to the best of its ability, that students...”).
- 2) **Arbitration** – The University does not agree to arbitration in student placement agreements. In the case of a dispute, the University will agree, however, to refer the matter to a mediator.
- 3) **Force majeure** – if there is a force majeure clause projecting the site (i.e. “in the event of circumstances beyond the control of the site...”) there must be an identical clause protecting the University.

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<sup>1</sup> If both parties are bound by FIPPA, change this sentence to: “The parties acknowledge that both parties are bound by the Freedom of Information and Protection of Privacy Act (FIPPA).”

<sup>2</sup> Remove this sentence if both parties bound by FIPPA.