AGREEMENT FOR UNPAID STUDENT PLACEMENTS THAT RELATE TO ACADEMIC REQUIREMENTS

STUDENT PLACEMENT AGREEMENT

BETWEEN

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

hereinafter called the "University"

AND

[Name of Site]

hereinafter called "Placement Site"

WHEREAS:

(a) The University requires or permits as a condition of obtaining a degree (as listed in Appendix A) that its students take a course that includes practical experience ("Placement"), and

(b) the Placement Site wishes to provide such an experience for the University’s students.

**DEFINITIONS**

In this Agreement,

1. *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.
2. *University Placement Coordinator* means a person from the University degree program acting as the primary point of contact for the Placement.
3. *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.
4. *Placement Site Representatives* means a person acting as the primary point of contact for the Placement.
5. *Placement Site Supervisor* means a person providing supervision to the student at the Placement Site.

The parties have set out below the terms of their agreement:

**1. RESPONSIBILITIES**

* 1. **The Placement Site**

(a) The Placement Site is solely responsible for establishing and maintaining standards applicable to its industry for the provision of services (including client/patient care where applicable).

(b) The Placement Site will identify a Placement Site Representative who will perform the activities specified in this Agreement, and will provide the University with the name and contact information of that individual.

(c) The Placement Site is solely responsible for providing the facilities, and services at those facilities, required for the implementation of this agreement.

* 1. **The University**

(a) The University is solely 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.

(b) The University will identify a Placement Coordinator who will perform the activities specified in this Agreement, and will provide the Placement Site with the name and contact information of that individual.

(c) If the University provides an On-site Faculty Member he/she will share responsibility with the Placement Site for ensuring that there is appropriate supervision of the students’ activities by qualified personnel throughout the Placement.

**2. PROVISIONS APPLICABLE TO PLACEMENT SITE**

**2.1 Program Coordination and Scheduling of Placements**

The Placement Site will accept for Placement students duly registered in a Program at the University (as per Appendix A). The number of students attending, the times of their attendance, the nature and objectives of their Placement and the physical and human resources to be provided at the Placement Site in support of the Placement will be negotiated and agreed upon by representatives of the Program and the Placement Site and will be confirmed in writing by the University’s Placement Coordinator to the Placement Site Representative prior to the commencement of each individual Placement.

**2.2 Supervision**

(a) Prior to each individual Placement, the parties will agree on a qualified Placement Site Supervisor at the Placement Site who has the appropriate knowledge, skills and judgment to provide supervision in the designated area.

(b) In situations where a University Faculty member is not scheduled to be on-site with the student(s) during any of the Placement, the Placement Site is solely responsible for the supervision of the students’ activities at the Placement Site.

(c) In situations where a University Faculty member is on-site with the student(s) during all or part of the Placement, the University and Placement Site have a shared responsibility for ensuring that there is appropriate supervision of the students’ activities by qualified personnel throughout the Placement.

**2.3 Student Performance during Placement**

(a) Student evaluation requirements and procedure will be agreed to by the University’s Placement Coordinator and the Placement Site Representative prior to the commencement of Placements.

(b) In the event that the Placement Site has concerns about the performance or conduct of a student during the Placement, the Placement Site Representative and/or Supervisor will contact the University’s Placement Coordinator. The parties will work together to attempt to resolve such problems in order that the Placement can continue in a manner satisfactory to both parties.

(c) In the event that the Placement Site believes that it has cause to terminate a student’s Placement it will provide the University’s Placement Coordinator with the information that is relevant to the decision and will allow the University an opportunity to assist in resolving any issues before termination.

**3. APPLICATION OF POLICIES AND LAWS**

**3.1 Policies Binding on Student**

The student will be bound by the following policies during the Placement:

* The Placement Site’s policies that are relevant to the student’s activities during the Placement, which the Placement Site will provide to the student in a timely fashion.
* All University policies (including procedures, rules and regulation) that apply to students at the University including but not limited to academic and research policies, policies relating to Off-Campus activities, and policies relating to student conduct.

**3.2 Policies Binding on Placement Site**

The Placement Site will abide by (1) the University’s policies and procedures that govern student placements, and (2) all relevant academic and research policies, rules and regulations that pertain to the education of students at the Placement Site, each as they exist from time to time. The applicable policies, procedures, rules and regulations may be found online ([www.provost.utoronto.ca/policy.htm](http://www.provost.utoronto.ca/policy.htm)).[[1]](#footnote-1) This site will be updated when relevant amendments are made. At the request of the Placement Site the University will provide copies of the relevant documents.

**3.3 Conflict in Policies**

In cases of conflict between the University’s academic and research related policies and the applicable Placement Site policies, the University’s academic and research related policies will prevail. In the case of conflict between the University’s non-academic and non-research related policies and the Placement Site’s policies that apply specifically to the activities of the student at the Placement Site, the Placement Site’s policies will prevail. In the case of conflict not resolved by the foregoing, the parties will decide on a case by case basis which policy applies.

**3.4 Health and Safety**

(a) The Placement Site shall take reasonable measures to ensure the safety of students (and, if applicable, On-site Faculty Members) while at the Placement Site. Such measures shall include safety instruction and providing protective clothing and devices to students and On-site Faculty Members in those areas where the Placement Site normally provides them for staff.

(b) The Placement Site shall provide students and On-site Faculty Members with access to its employee health services and emergency services for emergency situations arising in the Placement Site during a Placement.

(c) The parties agree that this student placement meets the qualifications for MTCU-funded WSIB or ACE-INA coverage. In the event that a student incurs a workplace injury while in the course of the Placement, the Placement Site will immediately notify the University’s Placement Coordinator and will work with the University to complete the appropriate WSIB claim form. The Placement Site will follow its usual process for responding to a workplace injury. In the event that an On-site Faculty Member incurs a workplace injury while on the site of the Placement Site, the Placement Site will provide information reasonably requested by the University in order for the University to comply with the requirements of its WSIB coverage.

**ADD - OPTION 1: WSIB covered placement site:**

Should the student placement not meet the qualifications for MTCU-funded WSIB coverage, then replace paragraph (c) with: “The parties agree that in accordance with WSIB policies, the Placement Site will provide WSIB coverage for the students. In the event that the student suffers an injury during the course of the Placement, the Placement Site will report the injury to the WSIB as required by law and, as soon as reasonably possible, notify the University placement coordinator and will provide information reasonably requested by the University regarding the injury and the circumstances that gave rise to the injury.”

If the placement is not MTCU-funded and the University elects to have the students covered by its WSIB coverage rather than the coverage of the Placement Site, then replace paragraph (c) with: “The parties agree that the University will provide WSIB coverage and will notify the WSIB of its election in accordance with WSIB policy. In the event that the student suffers an injury during the course of the Placement, the Placement site will immediately notify the University placement coordinator and will provide information reasonably requested by the University regarding the injury and the circumstances that gave rise to the injury in order to permit the University to report the injury to the WSIB as required by law.”

**ADD - OPTION 2: Non-WSIB covered placement site:**

If the placement is not MTCU-funded and the placement site is not covered by WSIB, then replace paragraph (c) with a statement about what insurance arrangements are being made.

(d) Before the start of a Placement at the Placement Site, the Placement Site will inform the University’s Placement Coordinator of any specific health requirements for participating students and On-site Faculty Members. The University will inform the students and On-site Faculty Members of these requirements and of the need to comply with such requirements.

**3.5 Human Rights and Equity Laws**

The University and the Placement Site agree to comply with applicable human rights legislation and other applicable rights and equity legislation.

**3.6 Complaints of Discrimination, Harassment or Workplace Violence**

(a) Notwithstanding paragraph 3.3, the following paragraphs (b) to (e) shall apply to complaints of discrimination, harassment and violence involving a student or On-site Faculty Member.

(b) In the event that a complaint relating to discrimination, harassment or workplace violence is made either by or against a student or On-Site Faculty Member while at the Placement Site, the Placement Site shall notify the University’s Placement Coordinator as soon as possible after receipt of the complaint, and the parties shall discuss how to proceed, which shall normally be as set out below in paragraphs (c) and (d). The parties’ discussion will include any measures, interim or otherwise, that need to be taken to allow the Placement to continue or to withdraw the student from the Placement.

(c) If the respondent is (or if all respondents are, in the case of multiple respondents) employed by the Placement Site and no respondent is a member of the University community, the complaint shall normally be handled by the Placement Site in accordance with its policies and procedures. In such a case, the Placement Site will promptly provide the University’s Placement Coordinator with the name(s) of the complainant(s) and with access to the relevant policies and procedures, and furthermore will inform the complainant(s) of his/her/their right to access applicable University resources for assistance. The Placement Site will notify the University’s Placement Coordinator of the outcome of the complaint including the rationale for the outcome.

(d) If the respondent is (or if all respondents are, in the case of multiple respondents) a student or other member of the University community, the complaint shall normally be handled by the University in accordance with its policies and procedures. In such a case, the Placement Site will cooperate with the University including providing the University with access to the Placement Site’s employees and others over whom it has legal authority in order to investigate and resolve the complaint.

(e) If there are multiple respondents some of whom are employed by the Placement Site and some of whom are members of the University community, the parties will determine the most appropriate process to follow.

**3.7 Withdrawal of Student by University**

The University reserves the right to withdraw a student from a Placement if the University believes that a student’s health or safety is at risk.

**4. INDEMNIFICATION, LEGAL LIABILITY AND INSURANCE**

**4.1 Indemnification**

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.

**4.2 General Liability Insurance**

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.

**5. PRIVACY AND CONFIDENTIALITY**

**5.1 Commitment to privacy laws**

Both parties will comply with any applicable legislation with respect to privacy. The parties acknowledge that the University is[[2]](#footnote-2) 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.[[3]](#footnote-3)

**5.2 Personal information collected by Placement Site**

The parties agree that they will share with each other information about the students necessary to implement this Agreement.[[4]](#footnote-4) The Placement Site will ensure that personal information about students and On-site Faculty Members that the University provides to it will be used or disclosed only for the purposes for which it was given to the Placement Site and will not be disclosed to any other person without the express written permission of the University, student, or On-site Faculty Member as the context applies.

**5.3 Student confidentiality obligations**

(a) The Placement Site will instruct students on relevant confidentiality considerations as applicable to the Placement Site and the activities of the student during the Placement. Without limiting the generality of the foregoing, the Placement Site will instruct students to respect and strictly observe the confidentiality of any Placement Site intellectual property and confidential information, including the confidential business information, personal information of any individual, and information about clients of the Placement Site, that may come to the student’s attention during the Placement.

(b) Notwithstanding the foregoing, the Placement Site shall not require the student to agree to confidentiality provisions that restrict the student’s right to publish research conducted in the course of the Placement.

**5.4 Confidentiality Policy**

If the Placement Site has a confidentiality policy the Placement Site shall bring it to the student’s attention in a timely fashion.

**6. STATUS OF STUDENTS AND ON-SITE FACULTY MEMBERS**

**6.1 Not employees of Placement Site**

Students and On-site Faculty Members are not considered employees of the Placement Site unless, and only to the extent that, they have entered into a separate employment agreement with the Placement Site.

**6.2 Student status**

In the event that the student ceases to meet the academic requirements, is suspended, is being subject to any type of University discipline, or ceases to be a registered student at the University or in the Program for which the Placement has been arranged, unless the parties agree otherwise the Placement will end coincident with the cessation of the student’s status. The University’s Placement Coordinator will inform the Placement Site as soon as reasonably possible following any of the occurrences listed in this paragraph and the effective date.

**7. OTHER REQUIREMENTS**

**7.1 Reference checks**

The Placement Site will inform the University at least two (2) months prior to a Placement of any requirements for police reference checks or other reference checks of any kind. The University will inform each student and On-site Faculty Member of the Placement Site’s requirement that the student provide disclosure of the results to the Placement Site. The Placement Site may, in its sole discretion, choose to disallow any student or On-site Faculty Member from participating in a Placement based on the results of the reference check.

**8. TERM AND TERMINATION OF AGREEMENT**

**8.1 Term**

This Agreement is effective the --- day of ---- 20--, and will be in effect for a period of three (3) year(s) from that date unless earlier terminated in accordance with this Agreement.

**8.2 Termination**

(a) Either party may terminate this Agreement upon 90 days’ notice in writing to the other party. In the event of termination on notice, all Placements underway as of the date that the notice takes effect will continue until their original end date and the parties will abide by the terms of this agreement as they apply to such Placements for their duration.

(b) Either party may terminate this Agreement due to a material breach by the other provided that the party alleging breach first gives the other party notice of the alleged breach and a reasonable opportunity in the circumstances to remedy the breach.

(c) In the event that either party gives notice of termination pursuant to section 8.2 (a) above, Student placements that have either commenced or have been scheduled will not be impacted by the termination and will continue under the terms of this Agreement.

**9. CONTACT INFORMATION**

Correspondence between the parties relating to this Agreement (other than correspondence between the University’s Placement Coordinator and the Placement Site Representative) will be addressed as follows:

**Placement Site**

Office Name/Title

Address

Phone number

Fax number

Email address

**University of Toronto**

Office Name/Title

Address

Phone number

Fax number

Email address

**10. SIGNATURES OF AUTHORIZED REPRESENTATIVES**

**FOR THE PLACEMENT SITE**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Name and Title

**FOR THE UNIVERSITY**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Name and Title

**APPENDIX A**

Included in this Agreement are programs in the following Faculties at the University of Toronto:

1. Note that not all policies listed on the Governing Council policy web page will apply to all placements. If there are other specific policies/procedures/rules or regulations that apply to a particular placement or site, include a reference here. [↑](#footnote-ref-1)
2. 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).” [↑](#footnote-ref-2)
3. Remove this sentence if both parties bound by FIPPA. [↑](#footnote-ref-3)
4. This also needs to be included in an agreement with the student. [↑](#footnote-ref-4)