

# Agreement For Practical Learning Opportunities

## Section 1 - Parties To This Agreement

<b>UNIVERSITY OF OTTAWA</b> , represented by its (“Faculty”)	“Placement Site”
Address: University of Ottawa,  Attention: Email:	Address: Attention: Email: Phone:
In consideration of the mutual agreements set out below, the receipt and sufficiency of which is hereby acknowledged, the Faculty and the Placement Site agree as follows:	

## Article 1 - Purpose

The purpose of this Agreement is to enable students of the Faculty (“**Students**”) who are enrolled in a Faculty academic course or program (“**Program**”) to undertake, as part of the Students’ requirement to fulfill the academic requirements of their Program, an unpaid educational and practical applied learning experience at the Placement Site, in-person and/or by virtual means (“**Practical Learning Placement**”).

## Article 2 - Duration

This Agreement begins on \_\_\_\_\_ and expires on \_\_\_\_\_.

## Article 3 - Placement Site Responsibilities

1. Provide an orientation to the Student. This orientation will include, where relevant to the Practical Learning Placement: information about the Placement Site policies, rules, regulations, ethical and professional standards, an introduction to Placement Site staff, and information about safe working practices, health and safety, and emergency procedures at the Placement Site.
  2. Determine the dates and times of the Practical Learning Placement and any other scheduling matters.
  3. Respect all applicable laws, including without limitation, provincial and federal human rights laws and all applicable provincial law society professional standards and codes of conduct.
  4. Assign duties to Students that are appropriate and consistent with the Practical Learning Placement objectives and the academic regulations of the relevant Program.
  5. Work with the Faculty to determine reasonable accommodation measures if required to meet a Student’s needs relevant to the learning objectives and requirements the Practical Learning Placement.
  6. Maintain responsibility for:
    - a) establishing, maintaining and setting standards for the delivery and the quality of Placement Site services to its clients;
    - b) ensuring overall control of the workplace and working conditions at the Placement Site; and
    - c) providing a learning and work environment that is free from harassment and discrimination
  7. Assign a qualified member of the Placement Site personnel to:
    - a) supervise the Student’s performance during the Practical Learning Placement;
    - b) regularly give feedback to the Student, and to the Faculty if/when necessary;
    - c) provide an evaluation of the Student’s performance, including completing and signing the evaluation form within the time required by the Faculty;
    - d) signing the Student’s timesheet.
- A “qualified member of the Placement Site personnel” to whom the Placement Site has assigned such responsibilities must be either:
- 1) A practicing member of the relevant professional association or credentialing body in good standing; or,
  - 2) A person who holds applicable educational qualifications with a minimum of three (3) years of related work experience.
8. Provide the Student with the equipment, supplies, materials, and work area that it would typically provide to its own staff and that is relevant to the Student performing the assigned Practical Learning Placement activities and responsibilities or working with the Placement Site clients.

9. Contact the Faculty as soon as is reasonably possible if:

- a) a Student is not meeting expectations with respect to learning activities, course objectives, program competencies and professional behaviour, or if there is any other issue or concern and discuss steps to address the matter and/or terminate the Practical Learning Placement; or
- b) a Student sustains a workplace accident, injury or occupational illness during the Practical Learning Placement and work with University to complete the documentation required by Workplace Safety and Insurance Board (Ontario) (“**WSIB**”) or through private insurance, and follow the Placement Site’s usual response to such workplace incidents.

#### Article 4 Faculty Responsibilities

1. Maintain responsibility for the academic evaluation of the Student, for assigning the overall grade for each Practical Learning Placement, and assume overall responsibility for the Program.
2. Prior to the Practical Learning Placement:
  - a) working with the Placement Site to finalize the details and arrangements of the Practical Learning Placement, including, for example:
    - 1) the required areas of experience or practice
    - 2) the amount of time required for the Practical Learning Placement
    - 3) specific dates for the Practical Learning Placement
    - 4) Program curriculum and/or learning objectives, evaluation methods/tools, and other relevant University academic policies or regulations
  - b) informing the Student of the requirement and their responsibility to:
    - 1) participate in all training required by the Placement Site
    - 2) abide by the Placement Site policies, procedures rules and standards of conduct
    - 3) exhibit professional, ethical and appropriate behavior when at the Placement Site and while carrying out the Practical Learning Placement learning activities and responsibilities
    - 4) maintain the confidentiality of the Placement Site’s proprietary, confidential or privileged information, records and information concerning its clients and staff.
    - 5) meet pre-Placement or other requirements relevant to the Practical Learning Placement as may be established by the Faculty or as may be required by the Placement Site.
3. Hire and arrange to have available a University faculty member and/or University staff whose responsibilities are to:
  - a) work with the Placement Site staff to resolve any problems that arise during a Practical Learning Placement.
  - b) assign a grade or academic outcome to the Student for the Student’s performance during the Practical Learning Placement.
4. Arrange for incidents of workplace accident, injury or occupational illness sustained by a Student arising from the Practical Learning Placement to be covered by the Ministry of Colleges and Universities (Ontario) (the “**Ministry**”) through WSIB or through private

#### Article 5 Indemnification

1. Each Party hereby releases the other parties from all liability for any claims, losses, damages, actions, suits, proceedings, costs or expenses (collectively, the “losses”) arising from any role taken on by, or any involvement or activities of, the other party (including its employees, agents or subcontractors) under this Agreement. The foregoing indemnity will not apply to any such losses attributable to the negligence of the Party claiming indemnity. This provision shall survive termination of this Agreement.

#### Article 6 Termination of The Agreement

1. Either Party may terminate this Agreement prior to its expiry, without cause, by providing the other Party with at least four months’ written notice of termination. If either Party commits a material breach of its obligations under this Agreement and fails to correct it within a reasonable period of time after receiving written notice of the breach, the other Party may terminate this Agreement immediately upon written notice to the other Party in breach.

2. If a Student is satisfactorily participating in an Practical Learning Placement at the time of the notice of termination and will not have completed the Practical Learning Placement prior to the effective date of termination, the Parties agree to make reasonable efforts to allow the Student to complete the Practical Learning Placement for the then-current academic year on the same terms and conditions as this Agreement and will comply with such applicable provisions of this Agreement until the Practical Learning Placement is complete.

## Article 7 - General Terms and Conditions

1. **Privacy.** The Parties may share with each other information about Students necessary to implement this Agreement and will comply with applicable laws relating to privacy and the collection, use and disclosure of personal information. The Placement Site agrees that it can only use information about Students for the purposes of this Agreement and will not disclose to others without the express written permission of the Faculty and the Student, as the context applies.
2. **Dispute.** The Placement Site and the Faculty will make reasonable efforts to discuss and to resolve disputes and to facilitate a mutually beneficial resolution prior to initiating legal proceedings against the other.
3. **Notices.** Any notices or communications required by this Agreement will be deemed to have been duly given if communicated in writing as follows:
  - a) if the notice or communication is of a general nature or is a notice of termination of this Agreement, by mail or email to the Parties at their respective addresses on the first page of this Agreement.
  - b) if the notice or communication is about a specific Practical Learning Placement, by email to the Faculty coordinator of the relevant Program as may be communicated to the Placement Site from time to time and to the Placement Site staff member as may be communicated to the Faculty from time to time.
4. **Student status.** Students are not officers, employees or agents of the Placement Site while carrying out their learning activities during the hours of their Practical Learning Placement.
5. **Relationship.** Each Party is a separate legal entity independent of the other and neither Party has the authority to bind the other or otherwise act in any way as the representative of the other. Nothing contained in this Agreement creates a partnership, joint venture, agency, employment or other business relationship.
6. **Endorsement.** Nothing contained in this Agreement confers on either Party the right to use the other party's name or trademarks without prior written permission, or constitutes an endorsement of any product or service by either Party.
7. **Entire Agreement.** This Agreement is the entire agreement between the Parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
8. **Assignment.** Neither Party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.
9. **Amendment.** This Agreement may not be altered unless both Parties agree in writing.
10. **Severability.** In the event any portion of this Agreement is declared invalid or void by a court of competent jurisdiction, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such severance would be to alter substantially the Agreement or the obligations of the Parties, in which case this Agreement may be immediately terminated.
11. **Authority.** The person(s) signing below have authority to sign this Agreement and to best of their knowledge, this Agreement does not violate any of other of its existing agreements or obligations to other parties.
12. **Counterparts.** This Agreement may be signed by the Parties in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

## Section 2 - Signatures

University of Ottawa,

\_\_\_\_\_  
Name:

Title:

Date:

\_\_\_\_\_  
Name:

Title:

Date:

Placement site,

\_\_\_\_\_  
Name:

Title:

Date:

\_\_\_\_\_  
Name:

Title:

Date:

**Office of the Chief Risk Officer**  
**Health, Safety and Environmental Management**

139 Louis-Pasteur, Ottawa ON K1N 6N5  
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