



uOttawa

Agreement for the Internship Program

AGREEMENT

BETWEEN:

Hereinafter, the “**Organization**”

AND

The **UNIVERSITY OF OTTAWA**, a postsecondary educational institution duly incorporated pursuant to the *University of Ottawa Act, 1965*, R.S.O. 1965, Chapter 137, represented by the Career and Professional Development Centre, Faculty of Law, Common Law Section.

Hereinafter, “the **University**”

Purpose of this Agreement

1. As part of the Internship program (hereinafter “Internship”), the University wants to work in partnership with the Organization and its qualified personnel to allow University of Ottawa students to gain practical experience and to give back to their communities. The University would like to enter into an agreement with the Organization in a manner that is fair, equitable and that promotes long-term benefits for both parties.

The University makes its students, professors and the staff of the Career and Professional Development Centre available to meet the placement needs of the Organization by facilitating the registration of University of Ottawa students for their unpaid internship positions for academic units.

2. The Organization agrees to make its qualified personnel available to the University’s students, subject to the terms of this Agreement.

3. **THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

Definitions

4. For the purpose of this Agreement:

- (a) **“Centre”** means the University of Ottawa, Faculty of Law, Common Law Section Career and Professional Development Centre.
- (b) **“Student”** means a student registered in a University of Ottawa Common Law academic program.
- (c) **“Placement”** means a practical volunteer placement with the Organization undertaken by a Student.

Terms and termination of the Agreement

5. This Agreement becomes effective upon signing by both partners and ends on _____, hereinafter referred to as the **“Term.”** Subject to the terms and conditions of this Agreement, the Term will be automatically extended in one-year increments unless either party notifies the other in writing that it does not wish to continue this automatic extension process.

6. This Agreement may be terminated at any time by either party by giving the other party four (4) months written notice of termination. If any Student is participating in a Placement that was set to continue past this termination date, the Organization agrees to allow the Student(s) to complete the Placement subject to the terms of this Agreement, which survive termination and remain in effect until the said Placement is complete.

Amendment to the Agreement

7. This Agreement may only be amended by the mutual written consent of the Parties hereto. Any amendments shall be in writing and signed by the Parties hereto.

Rights and responsibilities of the University

8. The University is responsible for the curriculum delivery.

9. The Centre agrees to:

- a. Work with the student and the Organization to develop the Placement objectives to ensure they meet both the course/curriculum objectives and the Organization’s needs;
- b. Communicate to the Organization any University policies, procedures, rules, regulations, directives and instructions relevant to the Placement as well as any subsequent changes made to them;
- c. Provide information and guidance to the Organization in how it presents its organizational profile or placement descriptions to students, and, assist with the approval of timesheets and/or processing evaluations of the student at the end of the placement;

- d. Communicate to Students all performance and conduct requirements while conducting the unpaid internship work with the Organization;
- e. Review and address feedback received from the Internship program participants, namely professors, community partners and students, in a timely manner. As required, the Centre may amend its policies and procedures to ensure that all parties to the Agreement, professors, students, Centre staff and Organization staff are operating within the same parameters;
- f. Make every reasonable effort to meet placement needs communicated in writing by the Organization, should the Organization decide to continue taking students;
- g. Respond in a timely manner to requests made by the Organization.

Rights and responsibilities of the Organization

10. The Organization is responsible for the services provided to the clients of the Organization, and all its obligations under this Agreement are subject thereto. The Organization is responsible for the safety of any equipment and the general working conditions for Students while on the Organization's or its clients' premises or at a third-party location.

11. In the event of circumstances beyond the Organization's control, such as a disaster in the community, a strike, a fire or another situation whereby continued use of the Organization's facilities would substantially interfere with the delivery of the Organization's services, the Organization reserves the right to suspend performing its obligations under this Agreement until such time as the Organization determines that its facilities are safe and available for use by the University.

12. The Organization agrees to:

- (a) Communicate to Students its policies, rules, regulations, directives or instructions relevant to the Placement as well as any subsequent changes to them, including any training associated with health and safety requirements;
- (b) Determine the dates and times of the Placement and any other scheduling matters;
- (c) Provide a learning and work environment that is free from harassment and discrimination;
- (d) Respect all provincial and federal human rights Legislation, and provincial law society professional standards and codes of conduct, as they are applicable;
- (e) Assign duties to Students that are appropriate and consistent with the Placement objectives and the academic regulations of the pertinent academic program;
- (f) Assign a qualified member of the Organization's personnel to supervise the student. A qualified member is either:
 - (i) A practicing lawyer in good standing of a law society with a minimum of two (2) years experience as a lawyer after their call to the bar; or,
 - (ii) A person that holds a J.D. or an LL.B with a minimum of three (3) years of law-related

work experience after graduating from law school.

The qualified member is responsible for:

- (i) The supervision of all work completed by the student;
 - (ii) Providing feedback to the student;
 - (iii) Assessing the student's performance;
 - (iv) Completing and signing the evaluation form by the published deadline for the internship session in question; and,
 - (v) Completing and signing the students' timesheet.
- (g) Intervene during the Placement, when student performance or conduct is contrary to the Organization's policies, procedures, directives, or instructions. In such instances, the Organization will notify the Centre immediately and discuss reasonable steps to address the matter. The termination of a Placement does not constitute termination of this Agreement or other Placements;
- (h) Share any feedback on the overall process and any results with the Centre to improve the Internship program, as well as the impact they have on the Organization and its clients, and any benefits the activities may provide.

Confidentiality

13. The parties acknowledge and understand that the University is subject to the Freedom of Information and Protection of Privacy Act (Ontario). Prior to the placement, the Centre will inform Students of their responsibility to respect the confidentiality of personal information or other confidential information obtained during the Placement.

14. The Organization acknowledges and understands that information related to the Students' evaluation constitutes personal information and agrees to maintain the confidentiality of such information.

Workplace Safety and Insurance Board (WSIB)

15. The *Ministry of Advanced Education and Skills Development* - MAESD (formerly The Ministry of Training, Colleges and Universities - MTCU) has guidelines for students enrolled in an approved Ontario university program that requires them to complete placements in a workplace as part of their program of study. The Government of Ontario, through the MAESD, pays the WSIB for the cost of benefits provided to Student Trainees enrolled in an approved program at uOttawa and participating in unpaid work placements with employers who are either compulsorily covered or have voluntarily applied to have Workplace Safety and Insurance Board (WSIB) coverage. MAESD also provides private insurance through CHUBB Insurance to students should their unpaid placement required by their program of study take place with an employer who is not covered under the *Workplace Safety and Insurance Act* and limited coverage where placements are arranged by their postsecondary institution to take place outside of Ontario

(international and other Canadian jurisdictions). However, students are advised to maintain insurance for extended health care benefits through the applicable student insurance plan or other insurance plan.

These MAESD guidelines apply to Internship placements, managed by the University of Ottawa, Faculty of Law, Common Law Section's Career and Professional Development Centre.

In the event of an injury or workplace disease, the WSIB and CHUBB Insurance procedures in place must be followed.

Indemnity and insurance

16. 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.

17. The Organization will, at its sole expense, obtain and maintain for the duration of this Agreement insurance policies ("Insurance") of sufficient type and amount to cover any claims made against the Organization (including its directors, trustees, officers, employees or agents) for any incident occurring under this Agreement and the rights and obligations arising thereof. This insurance will include, at a minimum, a commercial general liability (CGL) policy with a minimum of \$2,000,000 liability.

18. The University will declare the Organization as an additional insured on the University's CGL policy, which has in excess of \$10,000,000 liability. The University will notify the Organization immediately if there are any restrictions in coverage or limits that may have a material effect on any of the terms of this Agreement.

Notice and contact information

19. The parties will deliver any notice, direction or communications of a general nature or concerning the Terms or termination of this Agreement in person, by courier, by facsimile or by regular mail to the addresses below:

- (a) University of Ottawa
c/o Career and Professional Development Centre
Faculty of Law, Common Law Section
57 Louis-Pasteur Private (FTX 233)
Ottawa ON K1N 6N5
Tel.: 613-562-5800 ext. 2028
Fax.: 613-562-5275

- (b)

General provisions

20. **Entire Agreement:** This Agreement forms the entire agreement between the parties and supersedes or terminates any prior negotiations, discussions, whether verbal or in writing, or affiliation agreement on matters contained in this Agreement. No amendment to this Agreement becomes effective unless it is made in writing and is signed by the authorized representatives of each party. The parties hereto agree that no term herein shall be construed or interpreted to create a partnership, joint venture or other relationship between the parties.

21. **Separate Legal Entity:** Each Party is a separate legal entity independent of the other and neither Party has the authority to bind the other or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing by the other. The Parties shall not have, and they shall not hold themselves out as having, any right, power or authority to create any contract or obligation, either express or implied, on behalf of, in the name of or binding upon the other. Unless provided for under this Agreement, neither Party, their members, directors, officers, employees, agents and other legal representatives are to be construed as having any employment or agent relationship with the other.

22. **No waiver:** No part of this Agreement is deemed to have been waived unless such waiver is made in writing.

23. **Jurisdiction:** This Agreement is governed by the laws in force in the Province of Ontario.

24. **Intellectual Property:** The parties agree that neither shall use the name or logo of the other party in any medium without prior written permission.

25. **Successors:** This Agreement is binding upon the parties' respective successors; however, it will not be assigned by either party without the consent of the other party.

IN WITNESS WHEREOF the parties have executed this Agreement on the _____ day of the month of _____ in the year _____.

Name:

Per: (I/We have the authority to bind the Organization)

UNIVERSITY OF OTTAWA

Stacy Keehn

Assistant Dean, Career and Professional Development

Faculty of Law (Common Law)

Per: (I/We have the authority to bind the University of Ottawa)
