



AGREEMENT FOR EXPERIENTIAL LEARNING INTERNSHIP

PARTIES TO THIS AGREEMENT	
UNIVERSITY OF OTTAWA , represented by its Faculty of Law, Common Law Section, Career and Professional Development Centre, (“ Faculty ”)	(Insert name of the placement site) (“ Placement Site ”)
Address: University of Ottawa, Faculty of Law, Common Law Section, 57 Louis Pasteur PVT (FTX 233), Ottawa, ON K1N 6N5 Attention: Career and Professional Development Centre Email: uOttawaLaw.CareerServices@uottawa.ca	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, who are enrolled at the Faculty (“ Students ”) in a Faculty academic course or program (“ Program ”), to undertake, as part of the Student fulfilling their Program academic requirements, an unpaid educational and experiential applied learning experience at the Placement Site, in-person and/or by virtual means (“ Experiential Learning Placement ”).	
ARTICLE 2 - DURATION	
<p>This Agreement is for:</p> <ul style="list-style-type: none"> ○ the Summer term 2025, from May 1 to August 31, 2025 ○ the Fall term 2025, from September 3 to December 2, 2025 ○ the January term 2026, from January 6 to January 21, 2026 ○ the Winter term 2026, from February 2 to April 15, 2026 	
ARTICLE 3 - PLACEMENT SITE RESPONSIBILITIES	
<ol style="list-style-type: none"> 1. Provide an orientation to the Student that includes, where relevant to the Experiential Learning Placement: information about the Placement Site’s policies, rules, regulations, ethical and professional standards, an introduction to Placement Site’s staff, information about the Placement Site’s safe working practices, and about its health and safety and emergency procedures. 2. Determine the dates and times of the Experiential 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 Experiential 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, as relevant to the learning objectives and requirements of the Experiential Learning Placement.
6. Maintain responsibility for:
 - a) establishing, maintaining and setting standards for the delivery and the quality of the Placement Site's services to its clients;
 - b) the 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's personnel to:
 - a) supervise the Student's performance during the Experiential Learning Placement;
 - b) regularly give feedback to the Student and to the Faculty if/when necessary;
 - c) provide an evaluation on the Student's performance, completing and signing the evaluation form within the time required by the Faculty; and
 - d) sign the Student's timesheet.

A qualified member of the Placement Site's personnel assigned by the Placement Site to such responsibilities must be either:

 - 1) 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
 - 2) a person who holds a JD or an LLB with a minimum of three (3) years of law-related work experience after graduating from law school.
8. Provide the Student with the equipment, supplies, materials, and work area that it would typically provide to its own staff and that are relevant to the Student performing the assigned Experiential Learning Placement activities and responsibilities or working with the Placement Site's clients.
9. Contact the Faculty as soon as is reasonably possible
 - a) if 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 Experiential Learning Placement; or
 - b) if a Student sustains a workplace accident, injury or occupational illness during the Experiential Learning Placement and then work with University to complete the documentation required by the 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 Experiential Learning Placement, and assume overall responsibility for the

Program.

2. Prior to the start of the Experiential Learning Placement:
 - a) work with the Placement Site to finalize the details and arrangements of the Experiential Learning Placement, including, for example:
 - 1) the required areas of experience or practice,
 - 2) the amount of time required for the Experiential Learning Placement,
 - 3) specific dates for the Experiential Learning Placement,
 - 4) Program curriculum and/or learning objectives, evaluation methods/tools, and other relevant University academic policies or regulations.
 - b) inform 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 behaviour when at the Placement Site and while carrying out the Experiential Learning Placement learning activities and responsibilities;
 - 4) maintain the confidentiality of the Placement Site's proprietary or confidential or privileged information, and of its records and information concerning its clients and staff;
 - 5) meet pre-Placement or other requirements relevant to the Experiential Learning Placement as may be established by the Faculty or as may be required by the Placement Site.
3. Engage and arrange to have 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 an Experiential Learning Placement
 - b) assign a grade or academic outcome to the Student for the Student's performance during the Experiential Learning Placement.
4. Arrange for incidents of workplace accident, injury or occupational illness sustained by a Student and arising from the Experiential Learning Placement to be covered by the Ministry of Colleges and Universities (Ontario) (the "**Ministry**") through WSIB or through private insurance.

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 (4) 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 who is satisfactorily participating in an Experiential Learning Placement at the time of the notice of termination and will not have completed the Experiential Learning Placement prior to the effective date of termination, the Parties agree to make reasonable efforts to allow the Student to complete the Experiential 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 Experiential 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 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 Experiential 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, agents of the Placement Site while carrying out their learning activities during the hours of their Experiential 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 to 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, nor does it constitute 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 affirm that to best of their knowledge, this Agreement does not violate any other 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.

SIGNATURES

**University of Ottawa, Faculty of Law,
Common Law Section**

(Insert name of Placement Site)

Name: **Kristen Boon**
Title: Susan & Perry Dellelce Dean
Faculty of Law, Common Law Section

Date: _____

Name:

Title:

Date: _____

Name: **Alexandra Waite**
Title: Manager, Career and Professional
Development, Faculty of Law, Common Law
Section

Date: _____