**Short form agreement – Student Placements**

**This agreement shall not be used for any clinical placement or when there is a significant occupational health and safety risk to the student.**

**When to use this agreement:**

* Students are enrolled at the University of Toronto in a program that is funded through Ministry of Training, Colleges, and Universities operating grant, leading to a degree,
* Placement is unpaid (student is not receiving a salary from the site),
* Site is a small (less than 100 employees),
* Number of students anticipated to be placed is less than 20 over the term of the agreement,
* Length of placement for students is less than 4 months (contact OVPS if length of placement is longer), and
* Work performed is considered to be low-risk (for example: general office work, researching topic at desk etc.).

**STUDENT PLACEMENT AGREEMENT**

between

**THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO**

(the "University")

and

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

(the "Placement Site")

The University of Toronto enables its students to incorporate practical experience ("Placement") into an academic course. Given the Placement Site’s wish to provide such an experience for the University’s students, the parties set out below the terms of their agreement.

For the purpose of this agreement, a student means a person registered at the University of Toronto in a course or program of study leading to a degree. (See Appendix A for list of courses and/or programs included in this agreement.)

Students are not considered employees of the Placement Site.

**Responsibilities**

*The Placement Site*

The Placement Site is solely responsible for establishing and maintaining standards applicable to its industry for the provision of services.

The Placement Site will identify a Placement Site Representative who will perform its activities specified in this Agreement. Prior to each Placement, the parties will also agree on a qualified Placement Site Supervisor at the Placement Site who has the appropriate knowledge, skills and judgment to provide supervision. These two roles could be filled by the same Placement Site employee.

*The University*

The University is solely responsible for establishing and maintaining standards for the training and educational programs for its students, and for the qualifications and credentials of students. The University will identify a Placement Coordinator who will perform its activities specified in this Agreement.

**Applicable Policies**

The *student* will be bound by the Placement Site’s policies relevant to the student’s activities during the Placement, which the Placement Site will provide to the student no later than the first day of the Placement. The student will also be bound by all University policies, procedures, rules and regulations that apply to students, including but not limited to academic and research policies and policies relating to student conduct.

The *Placement Site* will abide by the University’s policies and procedures that govern student placements, and all relevant academic and research policies, rules and regulations pertaining to the education of students at the Placement Site, found online at [www.provost.utoronto.ca/ policy.htm](http://www.provost.utoronto.ca/%20policy.htm).

In cases of conflict between the parties’ academic and research related policies, the University’s academic and research related policies will prevail. In the case of conflict between the parties’ non-academic and non-research related policies, the Placement Site’s policies will prevail. In other cases of conflict, the parties will decide on a case by case basis which policy applies.

**Health and Safety**

The Placement Site will take reasonable measures to ensure the safety of students while at the Placement Site. Such measures will include safety instruction and the provision of protective clothing/devices where the Placement Site normally provides them for staff. The Placement Site will also provide students with access to its employee health and emergency services for emergency situations arising in the Placement Site during a Placement.

The parties agree that this student placement meets the qualifications for Ministry of Training, Colleges, and Universities funded WSIB or CHUBB 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.

**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.

**Indemnification and Insurance**

The Parties agree to mutually indemnify and save harmless the other party, 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 other party, its servants, agents or employees while acting within the scope of their duties.

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 employees, and students, against claims which may arise out of personal injury and property damage normally the subject of such coverage.

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

The parties agree to comply with applicable human rights legislation and other applicable rights and equity legislation.

In the event that a complaint relating to discrimination, harassment or workplace violence is made either by or against a student while at the Placement Site, the Placement Site will notify the University’s Placement Coordinator as soon as possible after receipt of the complaint.

If the respondent(s) is employed by the Placement Site, the complaint will normally be handled by the Placement Site in accordance with its 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 will inform the complainant(s) of his/her/their right to access applicable University resources. The Placement Site will notify the University’s Placement Coordinator of the outcome and its rationale. If the respondent(s) is a student or other member of the University community, the complaint will normally be handled by the University in accordance with its procedures. In such a case, the Placement Site will cooperate with the University in its investigation.

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.

**Privacy, Confidentiality, Reference Checks**

The parties acknowledge that the University is bound by the Freedom of Information and Protection of Privacy Act (FIPPA), and the Placement Site will at all times conduct itself as though bound by FIPPA.

The parties agree that they will share with each other necessary information about the students. The Placement Site will ensure that personal student information will be used or disclosed only for the purposes for which it was given, and will not be disclosed to any other person without the written permission of the University or student. The Placement Site will instruct students on relevant confidentiality policies and considerations. The Placement Site will not, however, require students to agree to confidentiality provisions that restrict the student’s right to publish research conducted in the course of the Placement.

The Placement Site will inform the University at least two months prior to a Placement of any requirements for reference checks.

**Term**

This Agreement comes into effect on the last date of signature of this Agreement, and will be in effect for three years unless terminated earlier.

Either party may terminate this Agreement upon 90 days’ notice in writing to the other party. All Placements underway as of the date that the notice takes effect will continue until their original end date. Either party may terminate this Agreement due to a material breach by the other party provided that party gives the other the chance to remedy the breach.

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.

**Signatures of Authorized Representatives**

**FOR THE PLACEMENT SITE**

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|  |  |
| --- | --- |
| Date  | Name and Title |

**FOR THE UNIVERSITY**

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

|  |  |
| --- | --- |
| Date  | Professor Sandy WelshVice-Provost, StudentsUniversity of Toronto |

**APPENDIX A**

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