**PLACEMENT AGREEMENT**

This Agreement is effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_,

**BETWEEN:**

# XXYYZZ (the “Practicum Centre”)

- and -

**TORONTO METROPOLITAN UNIVERSITY (**the “**University**”).

**WHEREAS:**

A. the University wishes to arrange practicum experience placements for Students in its program(s) and has asked the Practicum Centre to provide such opportunities;

B. the Practicum Centre offers to provide such experience by way of practicum experience placements for Students enrolled at the University; and

1. the parties wish to define the objectives of the practicum experience placements and responsibilities of the participating parties and persons;

**NOW THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **DEFINITIONS**

(1) In this Agreement, the following definitions will apply:

(a) “**Advisor**” means a Faculty member or other person who possesses the qualifications prescribed by the University;

(b) “**Confidential Information**” has the meaning set forth in subsection 8(1);

(c) “**Faculty**” means a person who is appointed to an academic position by the University;

(d) “**Material**” has the meaning set forth in subsection 8(5);

(e) “**Placement**” means a practicum, clinical, clinical education, clinical placement, field education, internship or placement experience for Students at the Practicum Centre;

(f) “**Placement Supervisor**” means a preceptor, placement supervisor, placement advisor, site supervisor, practicum supervisor, field instructor or educational coordinator, as the case may be;

(g) “**Practicum Centre**” means the practicum centre named above;

(h) “**Program(s)**” means the academic program(s) at the University;

(i) “**Student**” means a Student enrolled in the University’s Program(s) and assigned to a Placement at the Practicum Centre;

(j) “**Term**” has the meaning set out in subsection 2(1); and

(k) “**University**” means Toronto Metropolitan University, a post-secondary educational institution established pursuant to the *Toronto Metropolitan University Act, 1977* (Ont), its agents, servants, employees, Board of Governors and faculty.

**2.** **TERM**

(1) Term. The Term of this Agreement is for \_\_\_\_\_\_ ( ) years, commencing as of the date first written and expiring on \_\_\_\_\_\_\_\_\_\_\_\_.

(2) Review and Renewal. The parties shall review the terms and conditions of this Agreement on or before the expiry of the Term and, by written notice to the persons identified in section 10 below and signed by both parties, may renew this Agreement for one (1) or more additional periods of one (1) year if the Term and additional renewal period(s) together do not exceed five (5) years in length.

**3. RESPONSIBILITIES OF THE PRACTICUM CENTRE**

1. The Practicum Centre shall:
2. provide the University with certain Placements for Students from time to time as agreed to by the parties, but is not obligated to offer Placement opportunities in each academic term;
3. designate staff to coordinate and supervise the Students during the Placement as the Practicum Centre acknowledges that the Students may be inexperienced, may have limited practice skills, may not be expert in any area and may require supervision;
4. retain overall responsibility for service delivery and safety of all clients or patients at the Practicum Centre;
5. in consultation with the University and the Students, determine the times of attendance, the nature and objectives of the Placement, and the physical and human resources to be provided at the Practicum Centre for the Placement;
6. provide Placement Supervisors who have qualifications considered to be sufficient and appropriate by the University;
7. provide to the Students, before the commencement of and during the Placement:
   * 1. orientation to the physical facilities;
     2. training relating to the confidentiality policies and administrative, technical and physical safeguards and practices implemented by the Practicum Centre and health and safety training as may be required by and in accordance with the *Occupational Health and Safety Act*, RSO 1990, c. O.1 (“**OHSA**”) and any other training relating to the confidentiality policies and administrative, technical and physical safeguards and practices implemented by the Practicum Centre;
     3. any relevant reports, policies and procedures and any other materials relevant to the Placement and will make available, at reasonable times, staff members for the purpose of any necessary consultation;
     4. unobstructed and safe access to such of its facilities and supervision as are required for the Students’ use during their Placement; and
     5. safety equipment and protective clothing, for use during the Placement, in areas where such equipment or clothing may be required by the Practicum Centre;
8. require Students assigned to the Placement meet pre-Placement requirements established by the Practicum Centre prior to the Placement; and
9. assess each Student as often as the parties require for the Placement and at a minimum at the completion of the Placement, based upon the Program’s learning objectives and requirements as directed by the University. The Practicum Centre shall provide a copy of the assessment to each of the Students and the University.
10. The University may, in its sole discretion, provide general health and safety training to Students prior to the commencement of the Placement. The Practicum Centre agrees that the provision of this training does not release the Practicum Centre from any obligations as an “employer” pursuant to the OHSA or establish the University as the Students’ “employer” pursuant to the OHSA. Further, the Practicum Centre acknowledges that the University has no responsibility for controlling or supervising the work of Students at the Practicum Centre and no control over or responsibility for the facility at which the Students will ordinarily work. Conversely, the Practicum Centre acknowledges that it is responsible for controlling and supervising the work of Students at the Practicum Centre and that it has control over and responsibility for the facility at which the Students will ordinarily work.

**4. RESPONSIBILITIES OF THE UNIVERSITY**

The University shall:

(1) outline the course of study for the Students, with a view to developing in each Student the skills and knowledge as outlined by the University’s curriculum;

(2) require Students assigned to the Placement meet academic pre-Placement requirements established by the University prior to the Placement;

(3) appoint an Advisor whose responsibilities are:

(a) to evaluate the Students' performance in accordance with the academic objectives/learning outcomes established by the University and in consultation with the staff of the Practicum Centre; and

(b) in cooperation and with the assistance of the Practicum Centre, to inform students that they must be oriented to and be familiar with the Practicum Centre’s mission, rules, regulations, and policies of the Practicum Centre;

provided that in the exercise of these responsibilities the Advisor is subject to the operational requirements of the Practicum Centre;

(4) inform Students they must comply with and abide by the Practicum Centre’s policies and procedures, and the instructions of the supervisor and her/his designate as supervisor of the Students, during the term of the Placement, and inform the Students that during the term of their Placement and thereafter they are required to abide by the Practicum Centre’s Conflict of Interest policy and confidentiality requirements, and are subject to the provisions of legislation governing the Practicum Centre; and

(5) assign the overall grade for each Student’s Placement and assume overall responsibility for the Students’ academic program.

**5.** **EXPENSES**

Each party is responsible for its own expenses relating to the performance of its obligations under this Agreement.

**6.** **INDEMNITY**

1. Each party shall, from time to time and at all times hereafter, save, defend, keep harmless and fully indemnify the other party, its successors and assigns, from and against all actions, claims and demands whatsoever that may be brought against or made upon the other party, and against all loss, liability, judgments, claims, costs, demands or expenses that the other party may sustain, suffer or be put to, resulting from or arising out of the first party’s negligence or failure to exercise reasonable care, skill or diligence in the performance, non-performance or rendering of any work or service required to be performed or rendered by it, its agents, officials, employees or contract agencies or any of them in accordance with the provisions of this Agreement or the first party’s breach of this Agreement.
2. For the purposes of this section, “costs” mean costs awarded in accordance with the order of a court of competent jurisdiction, the order of a board, arbitrator or costs negotiated in the settlement of a claim or action.

**7.** **INSURANCE**

1. Insurance. Each party shall, at its own expense during the currency of this Agreement, cause to be maintained:

(a) Comprehensive General Liability and policies of insurance in all respects, and with deductible levels or self-retention amounts supported by financial guarantees and each containing at least a $5,000,000.00 each occurrence limit of coverage. In respect of the Comprehensive General Liability coverage, such coverage shall include (i) the other party as an additional insured, and (ii) a cross liability/severability of interest clause; and

(b) Professional Liability insurance containing at least $5,000,000.00 limit of coverage for all persons and services connected with this Agreement.

1. Evidence of Insurance. Each party shall provide evidence of insurance coverage upon request of the other party.
2. Workers’ Compensation. The University acknowledges that Students are not covered by the Practicum Centre’s workers’ compensation package. Students, while fulfilling the unpaid Placement, have Workplace Safety and Insurance Board or private insurance coverage in the event of an incident or injury. The Ministry of Colleges and Universities (Ontario) (the “**Ministry**”) through the Workplace Safety and Insurance Board (Ontario) (“**WSIB**”) or private insurance covers the cost of coverage for its Programs. The University covers the cost of coverage for the non-Ministry funded programs. Each party is responsible for accident reporting to the WSIB promptly upon becoming aware of the accident. Claims adjudication is undertaken by the WSIB. The University shall manage claims that may arise.

**8. CONFIDENTIALITY**

1. “**Confidential Information**” as used herein is deemed to be any information including but not limited to client identities, materials, records, memoranda, data and results received by the University as a result of any Placement but does not include any information, methodologies or data:
2. which are now, or subsequently, in the public domain;
3. which are already in the lawful possession of a party prior to its receipt from the other party;
4. which are independently developed by a party;
5. which are lawfully obtained by a party from a third party;
6. which are disclosed by a party with the written permission of the other party; or
7. which are disclosed pursuant to a court order, legal compulsion or in accordance with legislation.
8. Strict Confidence. The University shall maintain in strict confidence during the term of this Agreement, any extension of this Agreement and after the expiry or earlier termination of this Agreement, all Confidential Information of the Practicum Centre acquired by the University in the course of or incidental to the performance of this Agreement and not to disclose, make use of or otherwise deal with Confidential Information of the Practicum Centre without the express written permission of the Practicum Centre, except in the ordinary and proper performance of the University’s obligations pursuant to this Agreement.
9. Future Use. Except for personal information, nothing in this section prevents either party from making any future use of Confidential Information which is public or which becomes public, in a manner not in breach of this Agreement.
10. Privacy Protection. Notwithstanding any other term of this Agreement, each party recognizes and agrees that the other party may have independent obligations under freedom of information and privacy protection legislation and that nothing in this Agreement prohibits either party from complying with such obligations.
11. Intellectual Property. All information, computer software, data, material, sketches, plans, designs, notes, documents, memoranda, specifications or other paper writing gathered, assembled, received or prepared by a Student during a Placement (the “**Material**”) is the sole property of the Practicum Centre, including any copyright and other intellectual property rights with respect to such Material.

**9. TERMINATION**

(1) Termination. Either party may terminate this Agreement:

(a) if the other party is in breach of a material term or condition and such breach is not cured within thirty (30) days of receipt of written notice of such breach; or

(b) at any time upon giving the other party ninety (90) days’ notice in writing.

(2) Continue Performance. Notwithstanding the expiry or earlier termination of this Agreement, except due to a breach of a material term or condition by the University as set out in subsection 9(1)(a) above, the Practicum Centre shall continue to perform its obligations under this Agreement to the extent necessary so that the Students may complete any current Placement.

(3) Additional Termination Rights. The Practicum Centre shall, in addition to any other rights it may have and after consulting with the University, have the right to terminate this Agreement and/or the Placement of any Student:

(a) if, in the sole discretion of the supervisor or his/her designate, a Student’s Placement performance is unacceptable, with the result that community service and/or client care is compromised; or

(b) in the event of circumstances beyond the control of the Practicum Centre, such as a community disaster, labour disruption, fire or other situation where such circumstances would interfere with the Practicum Centre’s obligations under this Agreement. Once such circumstances have ended, the Practicum Centre shall permit the Student affected by the interruption to return as soon as possible to complete the Placement.

**10. NOTICE**

The parties shall deliver any notice herein required or permitted under this Agreement personally, by registered mail or by fax to the parties at the addresses listed in this section. Any notice sent by registered mail is deemed given on the fifth (5th) day after the day of mailing. Any notice sent by fax is deemed given on the day it is sent, provided that the receiving party receives the notice before 4:00 p.m. on a business day, failing which receipt is deemed on the next business day. If the party giving any notice, demand or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such communication is not to be mailed but given by personal delivery or by facsimile.

In the case of the Practicum Centre to:

[NAME

ADDRESS]

| Attention: | [title] |
| --- | --- |
| Facsimile: |  |

In the case of the University to:

TORONTO METROPOLITAN UNIVERSITY

350 Victoria Street

Toronto, ON M5B 2K3

| Attention: | General Counsel |
| --- | --- |
| Facsimile: | 416-598-5951 |

**11.** **MISCELLANEOUS**

* + 1. Entire Agreement. This Agreement (including any schedules and exhibits referred to herein, which are hereby incorporated by reference) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter of this Agreement. Neither this Agreement nor any provision hereof is intended to confer upon any person other than the parties hereto any rights or remedies hereunder.
    2. Relationship Between the Parties. Neither party is considered in any way an employee, representative or agent of the other and each party acts as an independent contractor. Neither party creates or may create any obligation, either express or implied, on behalf of the other, except as expressly authorized by this Agreement.
    3. Performance Standards. Each party shall perform its respective obligations under this Agreement:
       1. in an appropriate and competent manner in accordance with the provisions of this Agreement; and
       2. in accordance with all applicable laws, statutes, by-laws, regulations, orders, standards and guidelines of all municipal, provincial and federal authorities having jurisdiction.
    4. Interpretation. Words importing the masculine gender include the feminine and neuter, and words importing the feminine gender include the masculine and neuter, and the singular number includes the plural and the plural number includes the singular, where the context so requires.
    5. Invalidity. If one or more of the phrases, sentences clauses, paragraphs, sections or subsections contained in this Agreement is declared invalid by the final and unappealable order, decree or judgment of any court of competent jurisdiction, the parties will construe this Agreement as if such phrase(s), sentence(s), clause(s), section(s), or subsection(s) had not been inserted.
    6. Amendments. This Agreement may be changed only by a written amendment signed by authorized representatives of both parties, or by a court order pursuant to subsection 11(5) above.
    7. Survival. At the expiry or earlier termination of this Agreement, all the rights and obligations of the parties under this Agreement terminate, save and except for sections 6 and 8 and subsections 9(2) and 9(3)(b) or provisions which, by their nature, remain in effect beyond expiry or termination.
    8. Further Assurances. Each party shall from time to time execute and deliver all such further documents and do all acts and things as the other party may reasonably require to carry out effectively or better evidence or perfect the full intent and meaning of this Agreement.
    9. No Assignment. Neither party shall assign this Agreement or any interest herein without the prior written consent of the other party.
    10. Governing Law. This Agreement is governed by and construed in accordance with the laws of the Province of Ontario and the parties irrevocably attorn to the exclusive jurisdiction of courts of that province and all courts competent to hear appeals therefrom.
    11. Enurement. This Agreement enures to the benefit of and is binding upon each party, its successors and permitted assigns.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement.

|  |  | **[NAME OF PRACTICUM CENTRE]** | |
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|  | Per: |  |  |
|  |  | Name: |  |
|  |  | Title: |  |
|  |  | I/We have authority to bind the Practicum Centre. | |

|  |  | **TORONTO METROPOLITAN UNIVERSITY** | |
| --- | --- | --- | --- |
|  |  |  | |
|  |  |  | |
|  | Per: |  | |
|  |  | Name: | Sean Kheraj |
|  |  | Title: | Vice-Provost, Academic |
|  |  |  |  |
|  |  |  |  |
|  | Per: |  |  |
|  |  | Name: | Jennifer MacInnis |
|  |  | Title: | Associate General Counsel and Assistant Secretary of the Board of Governors |
|  |  | We have authority to bind the University. | |