STUDENT PLACEMENT AGREEMENT

BETWEEN

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

hereinafter called the "University"

AND

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

hereinafter called "Placement Site"

The University of Toronto enables its students to incorporate practical experience ("Placement") into an academic course (see Appendix A for list of Faculties, Departments or Programs included in this agreement.). 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.

**DEFINITIONS**

In this Agreement,

1. *Student*means a person formally registered in a Faculty or Department or recognized academic unit of the University in a course or program of study. Students are not considered employees of the Placement Site unless, and only to the extent that, they have entered into a separate employment agreement with the Placement Site.
2. *University Placement Coordinator* means a person from the University degree program acting as the primary point of contact for the Placement.
3. *Placement Site Representative* means a person acting as the primary point of contact for the Placement.
4. *Placement Site Supervisor* means a person providing supervision to the Student at the Placement Site.

**1. RESPONSIBILITIES**

* 1. **The Placement Site**

(a) The Placement Site is solely responsible for establishing and maintaining standards applicable to its industry for the provision of services (including client/patient care where applicable).

(b) The Placement Site will identify a Placement Site Representative who will perform the activities specified in this Agreement, and will provide the University with the name and contact information of that individual.

(c) The Placement Site is solely responsible for providing the facilities, and services at those facilities, required for the implementation of this Agreement.

* 1. **The University**

(a) The University is solely responsible for establishing and maintaining standards for the training and educational programs for its Students, and for the educational and academic qualifications and credentials of Students.

(b) The University will identify a Placement Coordinator who will perform the activities specified in this Agreement, and will provide the Placement Site with the name and contact information of that individual.

**2. PROVISIONS APPLICABLE TO PLACEMENT SITE**

**2.1 Program Coordination and Scheduling of Placements**

The Placement Site will accept for Placement Students duly registered in a Program at the University (as per Appendix A). The number of Students attending/participating, the times of their attendance/participation, the nature and objectives of their Placement and the physical and human resources to be provided by the Placement Site in support of the Placement will be negotiated and agreed upon by representatives of the Program and the Placement Site and will be confirmed in writing by the University’s Placement Coordinator to the Placement Site Representative prior to the commencement of each individual Placement.

**2.2 Supervision**

(a) Prior to each individual Placement, the parties will agree on a qualified Placement Site Supervisor at the Placement Site who has the appropriate knowledge, skills and judgment to provide supervision in the designated area. The Placement Site is solely responsible for the supervision of the Students’ activities at the Placement Site.

(b) The Placement Site will transfer Students to an alternate site for Placement activities only with the approval of the appropriate Department Chair and Dean or their delegates. The Placement site will ensure appropriate supervision of Students assigned to alternate sites.

**2.3 Student Performance during Placement**

(a) Student evaluation requirements and procedure will be agreed to by the University’s Placement Coordinator and the Placement Site Representative prior to the commencement of Placements.

(b) In the event that the Placement Site has concerns about the performance or conduct of a Student during the Placement, the Placement Site may temporarily refuse the Student access to the Placement Site facilities and the Placement Site Representative and/or Supervisor will contact the University’s Placement Coordinator. The parties will work together to attempt to resolve such problems in order that the Placement can continue in a manner satisfactory to both parties.

(c) 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.

**3. APPLICATION OF POLICIES AND LAWS**

**3.1 Policies Binding on Student**

The Student’s Placement activities will be governed by the following policies during the Placement:

1. The Placement Site’s policies that are relevant to the Student’s activities during the Placement, which the Placement Site will provide to the Student in a timely fashion.
2. All University policies (including procedures, rules and regulation) that apply to Students at the University including but not limited to academic and research policies, policies relating to Off-Campus activities, and policies relating to Student conduct.

**3.2 Conflict in Policies**

In cases of conflict between the University’s academic and research related policies and the applicable Placement Site policies, the University’s academic and research related policies will prevail. In the case of conflict between the University’s non-academic and non-research related policies and the Placement Site’s policies that apply specifically to the activities of the Student directly related to the Placement Site, the Placement Site’s policies will prevail. In the case of conflict not resolved by the foregoing, the parties will decide on a case by case basis which policy applies.

**3.3 Health and Safety**

(a) The Placement Site shall provide students with information, instruction, and supervision, and will take every reasonable precaution to protect the student’s health and safety. Such precautions shall include safety instruction and providing protective clothing and devices to Students in those areas, and access to its health and emergency services for emergency situated arising during the Placement, where the Placement Site normally provides them for staff.

(b) 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.

(c) The University confirms that Placements are expected to meet the qualifications for Workplace Safety and Insurance Board (WSIB) or Chubb Insurance coverage funded by the Ministry of Colleges and Universities (MCU).

(d) In the event that a Placement does not meet the qualifications for the coverage outlined in 3.3(c), above, the University will seek approval from the Placement Site Representative with respect to the Placement and/or Student in question.

(e) 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 (or Chubb Insurance) claim form(s). The Placement Site will follow its usual process for responding to a workplace injury.

(e) Before the start of a Placement at the Placement Site, the Placement Site will inform the University’s Placement Coordinator of any specific health requirements for participating Students. The University will inform the Students and of these requirements and of the need to comply with such requirements.

**3.4 Commitment to Human Rights and Safe Workplaces**

1. The University and the Placement Site are committed to human rights, safe workplaces, and having an environment free of discrimination, harassment, workplace violence and sexual violence. The parties shall comply with applicable occupational health, safety, human rights and equity legislation.
2. Each party will adopt and/or comply with their own appropriate policies, procedures and obligations with respect to discrimination, harassment, workplace violence and sexual violence, subject to the following procedures:
3. Complaints:

For the purposes of this Section 3.4, a complaint related to discrimination, harassment, workplace violence and sexual violence (which includes an attempt or threat) is referred to as a “Complaint”. If a Complaintis made to the Placement Site *by or against* a Student while at the Placement Site, the Placement Site shall notify the University’s Placement Coordinator, promptly after receipt of the Complaint and the Complaint will be managed as follows:

1. If the Complaint is made *against* a Student by an employee or other representative of the Placement Site, the Complaint shall be handled by the University in accordance with its policies and procedures and the Placement Site will provide the University with reasonable cooperation  in order to investigate and resolve the Complaint made against the Student; or
2. If the Complaint is made *against* an employee or representative of the Placement Site by a Student, the Complaint shall be handled by the Placement Site in accordance with its policies and procedures; however, the Placement Site will:
	1. promptly provide the University with the name of the Student who made the Complaint, provided the Student consents to such disclosure; and
	2. relevant policies of the Placement Site; and
	3. inform the Student who made the Complaint to the Placement Site of their right to access University resources for assistance; and
	4. notify the University and/or student of the outcome of the Complaint.
3. For all other Complaints, including Complaints made against both Students and employees or representatives of the Placement Site, the parties will discuss and determine the most appropriate process to follow to resolve such Complaints.

**4. INDEMNIFICATION, LEGAL LIABILITY AND INSURANCE**

1. The Parties agree to mutually indemnify and save harmless the other party, including those for whom at law they are legally responsible, 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.
2. The University will maintain in force for the duration of this Agreement a policy of comprehensive general liability insurance, including incidental medical malpractice insurance, in an amount not less than $5 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.

**5. PRIVACY AND CONFIDENTIALITY**

**5.1 Commitment to privacy laws**

Both parties will comply with any applicable legislation with respect to privacy. The parties acknowledge that the University is bound by the Freedom of Information and Protection of Privacy Act (FIPPA). The parties acknowledge that the Placement Site, if not bound by FIPPA, will at all times conduct itself as though bound by FIPPA in respect of its obligations under this Agreement

**5.2 Personal information collected by Placement Site**

The parties agree that they will share with each other information about the Students necessary to implement this Agreement. The Placement Site will ensure that personal information about Students that the University provides to it will be used or disclosed only for the purposes for which it was given to the Placement Site and will not be disclosed to any other person without the express written permission of the University and Student, as the context applies.

**5.3 Student confidentiality obligations**

(a) For the purposes of this Section 5.3, “Confidential Information” means proprietary and confidential information disclosed by the Placement Site to the Student that is marked or identified as such or information disclosed orally by the Placement Site that is identified as confidential at the time of disclosure, and summarized in writing within 30 days of disclosure.

1. The Placement Site is responsible for instructing the Student not to disclose to any other person any of its Confidential Information. No information will be Confidential Information that: (i) is already known to Student, or (ii) is or becomes publicly known through no wrongful act of Student, or (iii) is received by Student from a third party without similar restrictions and without breach of this Agreement.
2. All Confidential Information disclosed by the Placement Site to the Student remains the property of the Placement Site.
3. The obligations of the Student to maintain confidentiality shall terminate two years from the end of the Student’s Placement.
4. The Student shall be free to publish the results of any research conducted in the course of the Placement provided that the publication does not incorporate Confidential Information.
5. The Placement Site shall not require the Student to agree to any confidentiality terms respecting Confidential Information that are inconsistent with the foregoing.

**6. OTHER REQUIREMENTS**

The Placement Site will inform the University at least four (4) months prior to a Placement of any requirements for police reference checks or other reference checks of any kind. The University will inform each Student of the Placement Site’s requirement that the Student provide disclosure of the results to the Placement Site. The Placement Site may, in its sole discretion, choose to disallow any Student from participating in a Placement based on the results of the reference check.

**7. TERM AND TERMINATION OF AGREEMENT**

**7.1 Term**

This Agreement is effective the --- day of ---- 20--, and will be in effect for a period of five (5) year(s) from that date unless earlier terminated in accordance with this Agreement.

**7.2 Termination**

(a) Either party may terminate this Agreement upon 90 days’ notice in writing to the other party. In the event of termination on notice, all Placements underway as of the date that the notice takes effect will continue until their original end date and the parties will abide by the terms of this Agreement as they apply to such Placements for their duration.

(b) Either party may terminate this Agreement due to a material breach by the other provided that the party alleging breach first gives the other party notice of the alleged breach and a reasonable opportunity in the circumstances to remedy the breach.

(c) In the event that either party gives notice of termination pursuant to section 7.2 (a) above, Student Placements that have either commenced or have been scheduled will not be impacted by the termination and will continue under the terms of this Agreement.

**8. CONTACT INFORMATION**

Correspondence between the parties relating to this Agreement (other than correspondence between the University’s Placement Coordinator and the Placement Site Representative) will be addressed as follows:

**Placement Site**

Office Name/Title

Address

Phone number

Email address

**University of Toronto**

Office Name/Title

Address

Phone number

Email address

**9. SIGNATURES OF AUTHORIZED REPRESENTATIVES**

**FOR THE PLACEMENT SITE**

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Date Name and Title

**FOR THE UNIVERSITY**

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

Date Name and Title

**APPENDIX A**

Included in this Agreement are the following Faculties/Departments/Programs at the University of Toronto:

[list Faculties/Departments/Programs here]

APPENDIX OPTION - ON-SITE FACULTY MEMBER

An “On-site Faculty Member” is a person with an appropriate academic appointment to the University and who is present at the Placement Site at the time of the Placement. On-site Faculty Members are not considered employees of the Placement Site unless, and only to the extent that, they have entered into a separate employment agreement with the Placement Site. If the University provides an On-site Faculty Member, he/she will share responsibility with the Placement Site for ensuring that there is appropriate supervision of the Students’ activities by qualified personnel throughout the Placement.

Before the start of a Placement, the Placement Site will inform the University’s Placement Coordinator of any specific health requirements or any requirements for police reference checks or other reference checks of any kind for participating On-site Faculty Members. The University will inform the On-site Faculty Members of these requirements and of the need to comply with such requirements.

The Placement Site shall provide On-site Faculty Members with information, instruction, and supervision, and will take every reasonable precaution to protect the On-site Faculty Members’ health and safety while at the Placement Site. Such precautions shall include safety instruction and providing protective clothing and devices to On-site Faculty Members in those areas where the Placement Site normally provides them for staff.

The Placement Site shall provide On-site Faculty Members with access to its health services and emergency services for emergency situations arising in the Placement Site during a Placement, where the Placement site normally provides them for staff.

In the event that an On-site Faculty Member incurs a workplace injury while on the site of the Placement Site, the Placement Site will provide information reasonably requested by the University in order for the University to comply with the requirements of its WSIB coverage.

The Placement Site will ensure that personal information about On-site Faculty Members that the University provides to it will be used or disclosed only for the purposes for which it was given to the Placement Site and will not be disclosed to any other person without the express written permission of the University, or On-site Faculty Member as the context applies.

If a Complaint is made by or against an On-site Faculty Member during the course of the Placement, the Placement Site and the University will follow the process outlined in Section 3.4 of this Agreement, substituting the term "Student" for "On-site Faculty Member" as appropriate.

APPENDIX OPTION – INTERNATIONAL PLACEMENT SITE

Placements with Placement Sites outside of Canada have specific requirements.

Before the start of a Placement at the Placement Site, the Placement Site will inform the University’s Placement Coordinator of any specific immigration and health (including immunization) requirements for participating students. The University will inform the students and of these requirements and of the need to comply with such requirements.

The Placement Site will provide the participants on-site with an orientation to review local health and safety risks and their emergency procedures. The Placement Site will update the participants of any risks particular to the institution and its vicinity and designate a staff member through whom the University can communicate in the event of an emergency or crisis.

The Parties agree that the Placement site will provide workplace insurance coverage for students ineligible for coverage by the Ministry of Colleges and Universities. In the event that the student suffers an injury during the course of the Placement, the Placement Site will report the injury to their workplace insurance provider, and will follow its usual process for responding to a workplace injury. The Placement Sites will notify the University Placement Coordinator as soon as reasonably possible, and will provide information reasonably requested by the University regarding the injury and the circumstances that gave rise to the injury.

The University of Toronto requires all participants undertaking out of country activities that are organized by the University as part of their courses or programs, to obtain health insurance and to attend a Safety Abroad program: <http://cie.utoronto.ca/Safety.htm> and complete any associated documentation.

APPENDIX OPTION – MD PROGRAM STUDENTS

The Placement Site will provide information resources and instructional facilities for medical student education that are reasonably appropriate for the student’s experience at the Placement Site. If students are required to participate in late night or overnight clinical learning experiences, they must have access to secure call rooms. The Placement Site will also provide adequate study space, lounge areas, personal lockers or other secure storage facilities, as appropriate to the clinical experience.

The University and the Placement Site share responsibility for creating a learning environment at the Placement Site that promotes the development of explicit and appropriate professional behaviours in Students, Faculty and Staff. The University and the Placement Site also share the responsibility for periodic evaluation of the learning environment to identify and implement improvements required for the maintenance of professional standards, and to promptly correct violations of professional standards.

The Placement Site shall provide students with access to treatment and follow up in the event of exposure to an infectious or environmental hazard or other occupational injury.