

**AGREEMENT FOR  
TRENT UNIVERSITY STUDENT WORK PLACEMENTS**

BETWEEN

**TRENT UNIVERSITY**  
Peterborough, Ontario

AND

**(●*Name of Placement Host*)**  
●, Ontario

**(“the Placement Host”)**

**Agreement** to be effective the \_\_ day of \_\_\_\_\_ in the Year 2015.

**THIS AGREEMENT** dated as of the ● day of ● , 20●.

**BETWEEN:**

TRENT UNIVERSITY

-and-

( ● Name of Placement Host)

(the “Placement Host”)

**WHEREAS** Trent University is a corporation incorporated under special acts of the Province of Ontario having its address at 1600 Westbank Drive, Peterborough, Ontario, K9L 0G2;

**WHEREAS** (● *Name of Placement Host*) is (●*description*) having its address at ●;

**WHEREAS** Trent University wishes to arrange work placement opportunities for Trent University students at (● *Name of Placement Host*) (the “Placement Host”) and the Placement Host agrees to provide such work placement opportunities;

**IT IS AGREED** by, and between Trent University and the Placement Host that:

**1. Work Placement Arrangements**

- 1.1 Trent University and the Placement Host shall mutually agree upon the number and type of work placements to be provided to Trent University students (the “students”) at the Placement Host.
- 1.2 The length of each work placement shall be determined by Trent University’s curriculum requirements and the Placement Host’s ability to accommodate students and provide a work placement opportunities.
- 1.3 Trent University and the Placement Host shall mutually agree on the activities, supervision and academic assessment of student placements.

**2. Responsibilities and Obligations of the Placement Host**

- 2.1 The Placement Host shall, at all times, bear full responsibility for all aspects of the normal conduct of business within the Placement Host’s facility and the Placement Host shall, at all times, bear full responsibility for the care, treatment and safety of all work placement students, all employees of the Placement Host and all patients, clients and other service users of the Placement Host.
- 2.2 The Placement Host shall recognize and observe all University policies and procedures regarding Trent University students (including academic policies) as may be amended from time to time.

2.3 The Placement Host shall provide students with access to services and amenities normally available to staff at the Placement Host including parking, washrooms and cafeteria services.

2.4 The Placement Host has the right to suspend the use of or access to its premises and facilities by any person or persons from Trent University, for causes which it deems in its absolute discretion to be justifiable.

### **3. Responsibilities and Obligations of Trent University**

3.1 Trent University shall designate a qualified faculty member or work placement coordinator to oversee, and respond to issues relating to, relating to the work placement(s) at the Placement Host and shall provide contact information for relevant staff at Trent University.

3.2 Trent University shall ensure that each student is registered and in good standing at Trent University.

3.3 Upon the request of the Placement Host, Trent University shall ensure that each student attends sessions conducted by the Placement Host regarding the philosophy, objectives, policies and procedures of the Placement Host.

3.4 Trent University shall direct each student to abide by all relevant policies and procedures of the Placement Host as may be amended from time to time.

3.5 Trent University shall provide the Placement Host with information about relevant University policies and procedures.

3.6 Trent University shall retain ultimate responsibility for the education of each student and recognizes that Trent University faculty members shall be responsible to the Placement Host for the quality of interaction the student provides during his or her work placement in the Placement Host.

3.7 Trent University shall ensure that each student signs a non-conflict of interest agreement.

3.8 Trent University shall ensure that each student signs a confidentiality agreement regarding Placement Host confidential information.

### **4. Indemnification**

4.1 Each of Trent University and the Placement Host shall indemnify and save harmless the other from and against all claims, losses, damages, judgments, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted against either of them that are based upon, occasioned by or attributable to any bodily injury to or death of a person or damage to or loss of property caused by any negligent act or omission on the part of the indemnifying party, its officers, employees, students, agents or volunteers arising out of this Agreement.

### **5. Workplace Health and Safety**

5.1 Trent University shall ensure each student completes mandatory Ministry of Labour Health and Safety Awareness Training before the placement.

- 5.2 The Placement Host shall provide a safe work environment and shall comply with all applicable statutory health and safety requirements.
- 5.3 The Placement Host shall complete any pre-placement due diligence and safety orientation checklists required by Trent University and shall provide any relevant training regarding workplace health and safety.

## **6. Workplace Insurance**

### ***CHOOSE ONE OF THE FOLLOWING SIX CLAUSES:***

6.1 Students shall be covered by Ministry of Advanced Training and Skill Development and funded Workplace Safety and Insurance Board (WSIB) Insurance with placement hosts (placement employers) that are either compulsorily covered or have voluntarily applied to have WSIB coverage. (*Outcome 1*)

In the event of an injury, the Placement Host will contact Trent University immediately, providing the details of the incident, and a signed Letter of Authorization to Represent the Placement Employer. Trent University will file an Employer's Report of Injury with the WSIB and shall be responsible for the management and administration of any such insurance claim.

OR

Students shall be covered by Ministry of Advanced Training and Skill Development or funded private insurance with ACE-INA Insurance for Student Trainees with placement hosts (placement employers) that are not required to have compulsory coverage under the Workplace Safety and Insurance Act. (*Outcome 2*)

In the event of an injury, the Placement Host will contact Trent University immediately, providing the details of the incident. Trent University shall be responsible for the management and administration of any such insurance claim.

OR

Trent University shall provide accidental insurance for each student through a private insurance company (ACE-INA) in accordance with its normal practice. Trent University shall be responsible for the management and administration of any such insurance claim. (*Outcome 3*)

OR

Students shall be covered by the Placement Host's WSIB (Worker's Safety and Insurance Board) Insurance during the work placement. The Placement Host shall be responsible for the management and administration of any WSIB claim. (*Outcome 4*)

OR

Students shall be covered by the Placement Host's WSIB (Worker's Safety and Insurance Board) Insurance during the work placement. Trent University shall elect to be considered as the employer for the purposes of any WSIB claim pursuant to section 69 of the *Workplace Safety and*

*Insurance Act, 1997* and shall be responsible for the management and administration of any such WSIB claim. (*Outcome 5*)

OR

Students shall be covered by the Placement Host's [name of regional WCB/WCB-equivalent provider] insurance. The Placement Host shall be responsible for the management and administration of any [WCB] claim. (*Outcome 6*)

- 6.2 Trent University shall ensure that each student is aware of his or her insurance coverage during the work placement and shall ensure that each student signs an agreement regarding such insurance coverage.
- 6.3 The Placement Host shall immediately report any accident to the Trent University Work Placement Coordinator or designated faculty member. The Placement Host and the Trent University Risk Management Department shall cooperate with each other regarding the management and administration of any insurance claims.

## **7. General Liability Insurance**

- 7.1 Trent University shall maintain general comprehensive liability insurance through a private insurance carrier in accordance with its normal practice.
- 7.2 The Placement Host shall maintain general comprehensive liability insurance acceptable to Trent University.
- 7.3 Proof of insurance shall be provided by either party if requested by the other party.

## **8. Term and Termination**

- 8.1 This agreement shall be in effect commencing on ● and shall thereafter continue from year to year, unless either party provides four month's written notice to the other party.
- 8.2 Where notice of termination has been given, such termination shall take effect four months after provision of the notice or at the completion of any student work placements currently underway, whichever is the later date.
- 8.3 Notwithstanding the continuing nature of this Agreement, Trent University and the Placement Host shall review the terms of this Agreement every five (5) years. Such review shall commence at least two (2) months prior to the anniversary date.

## **9. Notices**

- 9.1 All notices shall be provided in writing to the other party in accordance with the contact information set out in Schedule A or to another appropriate representative of the other party.

## **10. No Agency**

- 10.1 This Agreement does not establish any agency or partnership of any kind. The parties are

independent legal entities and neither they nor their personnel are agents or employees of the other party by virtue of this Agreement.

**11. No Assignment**

11.1 No party may assign this Agreement or any rights or obligations under this Agreement to a third party without the prior written consent of the other party.

**12. Entire Agreement**

12.1 This Agreement constitutes the entire agreement between the parties. This agreement supersedes all previous agreements, understandings, negotiations, representations and communications, whether oral or written, between the parties with respect to the subject matter of this Agreement.

**13. Amendments**

13.1 Any amendment to this Agreement shall be in writing and shall be signed by both parties.

**14. General**

14.1 The parties agree to execute and deliver such further documents and perform such further acts as may be necessary or desirable in order to give full effect to this Agreement.

14.2 Failure by either party to enforce at any time or for any period any one or more of the terms and conditions of this Agreement shall not constitute a waiver of the right to subsequently enforce all the terms and conditions of this Agreement.

14.3 Should any provision of this Agreement be determined to be unlawful or unenforceable the remaining provisions shall continue to remain in full force and effect and shall be interpreted so as to best give effect to the original intention of the parties.

**15. Governing Law**

15.1 This Agreement shall be governed by and construed in accordance with the laws of the province of Ontario.

**IN WITNESS WHEREOF** the parties attest by the hands of their duly authorized signing officers.

**For (●Name of the Placement Host):**

**For Trent University:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name/Position**

\_\_\_\_\_  
**Name/Position**

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**Date**

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**Date**

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**Witness**

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**Witness**

**SCHEDULE "A"**

**Contact Information for Trent University**

- Name: ●
- Title: ●
- Address: ●
- Telephone No.: ●
- E-mail: ●

**Contact Information for (● Name of Placement Host)**

Name: ●

Title: ●

Address: ●

Telephone No.: ●

E-mail: ●