



EXPERIENTIAL LEARNING PLACEMENTS Placement Partner Agreement

This letter of agreement was made on (dd/mm/yy) between:

Placement Partner

and

OCAD University

.....

Address:.....

.....

(Referred to as the 'Placement Employer')

100 McCaul Street
Toronto, Ontario
Canada, M5T 1W1

(Referred to as 'OCAD U' or 'the University')

THE PLACEMENT

1. The Placement Employer agrees that it will provide an Experiential Learning Placement opportunity (the 'Placement') to the OCAD U Student(s) (the 'Student Trainee'), chosen by the University to participate in the Program.
2. The parties hereto agree that the Placement is intended to provide critical insight and valuable exposure to a professional environment that will support the Student Trainee with developing their art and/or design practice, learning about the range of career options available, and starting to develop the skills required to succeed in the working world.
3. The parties hereto agree and acknowledge that the Student Trainee will maintain their status as a student at the University during the Placement and will be considered a worker during the Placement, as defined by the Ontario Occupational Health and Safety Act. The Student Trainee will be subject to the Placement Employer's policies, procedures, work schedule and health and safety rules, and is required to comply with the instructions given by the Supervisor of the Placement.
4. The Placement Employer agrees and acknowledges that:
 - a. the Placement will be in compliance with all existing University policies and procedures, each of which will supersede any conflicting terms of this Agreement
 - b. the Placement Employer shall adhere to the University's Research Ethics Review if the Placement requires research with human participants
5. During the term of the Placement, the Placement Employer shall:
 - a. provide a safe and supervised environment for the Student Trainee while on its premises
 - b. follow all requirements under the Ontario Occupation Health and Safety Act and all other applicable regulations
 - c. provide applicable health and safety training
 - d. report all workplace injuries to OCAD U
 - e. allow representatives of the University to visit placement premises for the purpose of monitoring the process of the Placement
 - f. make allowances for the Student Trainee to attend University activities as per a mutual schedule
 - g. forthwith report to the Experiential Learning Coordinator and Faculty Supervisor from the University any unauthorized absence of the Student Trainee
 - h. provide evaluative comments to the University on the performance of the Student Trainee, as required.

TERM AND TERMINATION

1. This Agreement shall cease two (2) calendar years from the date of its signing.
2. The University and the Placement Employer agree that each have the right to intervene and terminate the Placement at any time by giving the other party prior written notice of at least fourteen (14) days.
3. Prior to terminating a Placement, the Placement Employer shall consult with the Experiential Learning Coordinator and Faculty Supervisor and provide the University with the basis for the Placement Employer's decision to terminate the Placement.
4. Prior to terminating a Placement, OCAD U shall consult with the Placement Employer and provide the Placement Employer with the basis for the University's decision to terminate the Placement.

INSURANCE

Refer to **Appendix B: Process for Workplace Insurance**, for an overview of coverage and related declarations.

INDEMNIFICATION

The Placement Employer agrees to indemnify and hold harmless OCAD U, its directors, officers, employees, agents, and independent contractors from all liability, all manner of actions, causes of action, suits, claims, demands, and costs whatsoever arising from any negligent actions or omissions of the Placement Employer's personnel, employees, representatives, or agents in connection with this Agreement and the Placement.

OCAD U agrees to indemnify and hold harmless the Placement Employer, its directors, officers, employees, agents, and independent contractors from all liability, all manner of actions, causes of action, suits, claims, demands, and costs whatsoever arising from any negligent actions or omissions of the University's personnel, employees, Student Trainees, representatives, or agents in connection with this Agreement and the Placement.

INTELLECTUAL PROPERTY

1. As between OCAD U and the Placement Employer, unless otherwise agreed by them in writing, both parties retain all of their rights to methodology, knowledge, data and other intellectual property owned by them prior to the start of this Agreement. Subject to the immediately preceding sentence, all title and ownership interests to all intellectual property remain with the party that created such intellectual property. ***Any exceptions to the intellectual property agreement are listed in Appendix D.***
2. The Placement Employer hereby grants to OCAD U a royalty-free, non-exclusive, non-transferable right and license to use, copy, reproduce, distribute, make derivative works from and publically display the tangible or intangible works developed by the Student Trainee under the Placement ("Works") for purposes of advertising, marketing and promoting the Program and Project, OCAD U or Placement Employers who fund either of them and for purposes of telling the "success stories" that arise from the Program. OCAD U may sublicense this right and license to its service providers but only for the aforementioned purposes. ***Any exceptions to the intellectual property agreement are listed in Appendix D.***

This Part shall survive the termination of this Agreement.

PRIVACY AND CONFIDENTIALITY

1. During the Placement, it may be necessary or desirable for the parties hereto to disclose proprietary, trade secrets, and/or other confidential information ("Confidential Information") to each other or to the Student Trainee. All such Confidential Information shall remain the property of the party disclosing same (the "Disclosing Party").
2. Each party hereto agrees that any Confidential Information disclosed shall be used only in connection with the legitimate purposes of the Placement and shall be safeguarded with reasonable care. The parties shall treat each item of Confidential Information as confidential during the term of this Agreement and for a period of one (1) year thereafter.
3. Additionally, when requested by the Disclosing Party, each party agrees to destroy or return to the Disclosing Party all copies of the Disclosing Party's Confidential Information.
4. The foregoing confidentiality obligation shall not apply when, after, and to the extent that the Confidential Information disclosed:
 - a. is now, or hereafter becomes, generally available to the public through no fault of the receiving party or its employees, agents or contractors,
 - b. was already in the possession of the receiving party without restriction as to confidentiality at the time of disclosure as evidenced by competent written records, or
 - c. is subsequently received by the receiving party from a third party without restriction and without breaching any confidential obligation between the third party and the Disclosing Party.

If the receiving party is required by law, regulation, order, decree, subpoena, or other legal process, to disclose Confidential Information to any party, the receiving party shall, to the extent permitted by law, give the Disclosing Party advance written notice to permit the Disclosing Party an opportunity to seek a protective order or other appropriate protection with respect to such Confidential Information.

This Part shall survive the termination of this Agreement.

RELATIONSHIP OF THE PARTIES

- 1. This Agreement does not constitute a partnership, employment agreement, or joint venture between the parties hereto nor shall any agency relationship arise as a consequence of this Agreement.
- 2. No party hereto may assign this Agreement or any part hereof without the prior written consent of the other party. Subject to the foregoing, this Agreement shall ensure to the benefit of and be binding upon each of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

DISPUTE RESOLUTION

- 1. The parties hereto shall use reasonable efforts to amicably resolve any dispute which may arise between them regarding this Agreement.
- 2. In the event of any dispute, the matter shall be referred to the **Vice-Provost, Students & International** at OCAD U and the signing contact person or the appropriate person designated to resolve issues of dispute at the Placement, for resolution within fourteen (14) business days of its referral to them.

This Agreement may be executed in counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same document. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a PDF, such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such facsimile or PDF signature were an original thereof.

IN WITNESS WHEREOF the parties have caused this letter of Agreement to be executed by their proper officers in that behalf.

Placement Partner

OCAD University

Signature:

Signature: 

Name:

Name: **Deanne Fisher**

Title:

Title: **Vice-Provost, Students & International**

Date:

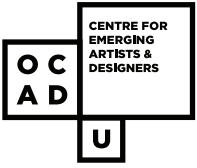
Date: **Aug 1, 2018**

Return to by email to:

Serena Lee, Experiential Learning Coordinator
Centre for Emerging Artists and Designers
115 McCaul, 3rd Floor
OCAD University, Toronto

EMAIL: slee@ocadu.ca

TEL: 416 977 6000 x3844



EXPERIENTIAL LEARNING PLACEMENTS

Appendix A: Placement Contact & Profile

Placement Contact

Organization Name:

Address:

Website:

Supervisor Name:

Supervisor Position:

Email: Telephone:

Placement Role

Describe the projects the student would work on and related areas of professional development:

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- Knowledge of Industry and Standards
- Research and Networking
- Work Site and Culture
- Communication and Collaboration

- Time Management
- Problem-solving
- Transferable Skills
- Technical Skills

- Critical Feedback
- Taking Initiative
- Experimentation
- Other:

Please list any additional requirements or restrictions to fully participate: (i.e. Vulnerable Sector Police Check, Driver's License, NDA)

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EXPERIENTIAL LEARNING PLACEMENTS

Appendix B: Process for Workplace Insurance for Postsecondary Students on Unpaid Work Placements

The Ministry of Training, Colleges and Universities (MTCU) has released revised *Guidelines for Workplace Insurance for Postsecondary Students of Publicly Assisted Institutions on Unpaid Work Placements* that detail the process for students on work placements who are enrolled in an approved Ontario university program.

The Government of Ontario, through MTCU, pays the Workplace Safety and Insurance Board (WSIB) for the cost of benefits provided to Student Trainees enrolled in an approved program at OCAD U and participating in unpaid work placements with Placement Employers who are either compulsorily covered or have voluntarily applied to have WSIB coverage.

MTCU also covers the cost of private insurance with Chubb Insurance (formerly ACE-INA Insurance) for Student Trainees enrolled in an approved program at OCAD U and participating in unpaid work placements with Placement Employers that are not required to have compulsory coverage under the Workplace Safety and Insurance Act or unpaid placements out of province.

The MTCU Guidelines for Workplace Insurance for Postsecondary Students of Publicly Assisted Institutions on Unpaid Work Placements and the claim form are posted on the Ministry's public website at:

<http://www.tcu.gov.on.ca/pepg/publications/placement.html>

Please note that all WSIB or Chubb Insurance procedures must be followed in the event of an injury/disease.

DECLARATION

By signature of an authorized representative, the Placement Employer hereby agrees to the following:

That it will immediately report to the University any workplace injury or disease involving a student on an unpaid work placement. Where the Placement Employer is covered by the WSIB, the Placement Employer will comply with all WSIB reporting procedures. If the Placement Employer is not covered by the WSIB, then it will comply with the Chubb reporting procedures found in the MTCU Guidelines for Workplace Insurance for Postsecondary Students of Publicly Assisted Institutions on Unpaid Work Placements.

Within three days of a work-related accident, Placement Employers that are covered under the Workplace Safety and Insurance Act will provide to the University the incident report, as well as any other necessary information related to the accident, along with a completed Letter of Authorization to Represent the Placement Employer. The University will complete the Form 7.

The Placement Employer agrees that it will provide the Student Trainee with health and safety training, or verify that they have completed the appropriate health and safety training, and take appropriate precautions to ensure that the Student Trainee is supervised in order to protect the Student Trainee from health and safety hazards that may be encountered at the Placement.

The Placement Employer agrees to provide written confirmation that the Student Trainee has received the appropriate health and safety training.

In the event of a claim, the Placement Employer agrees that it will review the Student Trainee's restrictions and, where possible, modify the program as required in order to accommodate the Student Trainee to facilitate return to the program.

Is the Placement Employer already covered under the Workplace Safety & Insurance Board (WSIB)?

YES

NO

Placement Employer:

Supervisor Name:

Signature:

Date:

A signed copy of this document is to be returned to the OCAD U Experiential Learning Program, prior to the commencement of the placement, and a copy is to be kept by the Placement Employer.



EXPERIENTIAL LEARNING PLACEMENTS

Appendix C: Placement Health & Safety Checklist

The Placement Employer is responsible for protecting the Student Trainee from health and safety hazards by providing suitable and safe equipment, health and safety orientation, training, and appropriate supervision.

This package is designed to assist the University in ensuring students are aware of the hazards they may be exposed to while on their placement.

Please complete this **Placement Health & Safety Checklist** prior to commencing the student's placement.

ENVIRONMENTAL & HUMAN FACTORS

Y / N
N/A

If YES, please specify what
protective measures are in place

		Y / N N/A	If YES, please specify what protective measures are in place
Hand Tools & Equipment	Will the student be using tools such as hammer, screwdriver, blades?		
Portable Power Tools & Equipment	Will the student be using portable power tools such as a drill, jig saw, or rotary tools?		
Mobile Equipment	Will the student be working with or near equipment such as a forklift, pallet truck? If so, will training be required and/or provided?		
Stationary Power Machines	Will the student be operating machines such as a drill press, band saw, table saw?		
Electrical	Will the student be exposed to any electrical hazards in the workplace, such as electrical panels, lighting, wiring?		
Compression	Will the student be working with anything under compression, such as compressed gases or gas cylinders?		
Pressure Systems	Will the student be working in proximity to pressure pipes or steam boilers?		
Harassment	Is there a workplace policy on harassment that will be provided?		
Violence	Is there a workplace policy on violence that will be provided?		
Substance Abuse	Is there a workplace policy on controlled substances that will be provided?		
Working Alone	Will the student be working alone? (e.g. working alone in an office or building)		
Shift Work	Will the student be working shifts? (e.g. working an irregular work schedule)		

ENVIRONMENTAL & HUMAN FACTORS

Y / N
N/A

If YES, please specify what
protective measures are in place

Ergonomics	Will the student be working at a computer screen for the majority of a typical work day?		
Musculoskeletal Disorders (E.g. Lifting, Repetitive Actions)	Will the student be using the same muscles repetitively without taking time to rest, exerting high amounts of force and/or required to work in an awkward posture?		
General Housekeeping	Will the student work in uncluttered workspace with minimal distractions with adequate lighting and scent-sensitivity?		
Entrances, Exits & Stairways	Will the student encounter passageways, entrances, exits (especially fire) or stairways that are not clearly marked or clear of obstructions?		
Elevated Areas	Will the student be working at an elevation they may be susceptible to falling from? If so, is adequate fall protection equipment provided/required?		
Chemical Substances, Hazardous Materials	Will the student use or be exposed to flammable, corrosive, toxic or reactive chemicals? (e.g. acetone, nitric acid, toluene, mineral spirits)		
Biological Substances	Will the student have contact with any harmful microorganisms?		
Radiation	Will the student be exposed to harmful radiation? (e.g. x-rays, lasers)		
Restricted Spaces	Will the student be in proximity to or working in restricted or confined spaces such as man holes, silos?		
Hot Materials and Surfaces	Will the student have contact with materials or surfaces such as stove, soldering iron, torch, forging materials, welding materials?		
Ultraviolet Light (Sunlight) Exposure	Will the student spend any time working in the sun? If so, for what duration?		
Temperature	Will the student work in extreme cold or hot conditions? (e.g. outdoors, kilns, refrigerated areas)		
Noise	Will the student be exposed to excessive noise in the work environment of 85 decibels or greater?		
Air Quality	Will the student be exposed to excessive dust, fumes or gases? (e.g. welding fumes, carbon monoxide)		



EXPERIENTIAL LEARNING PLACEMENTS

Appendix D: Intellectual Property & Remuneration

INTELLECTUAL PROPERTY AGREEMENT

Please select the Intellectual Property Arrangement(s) that apply to this Placement- you may select one or more:

All work by the Student will be their intellectual property

All work created by the Student during the Placement will be the Placement Partner's intellectual property, for which the Student will retain the right to showcase projects and outcomes in which they played a role, or in-part developed, for the purposes of a personal creative/work portfolio, presentation materials and to demonstrate learning outcomes

All paid work that the Placement Partner pays the Student to undertake will be kept confidential and will be the intellectual property of the Placement Partner

Only commercially sensitive aspects of work that the Placement Partner pays the Student to undertake will be kept confidential and will be the intellectual property of the Placement Partner

All work that has been jointly created will be publicly available under a joint creative commons license arrangement (<http://creativecommons.org>) and the chosen license will be by mutual agreement before the work commences

All of the work will be credited appropriately and fully available in the public domain with no ownership

OTHER IP ARRANGEMENT SPECIFIED BY PLACEMENT PARTNER:

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REMUNERATION

Please select the Remuneration arrangement for the Student's Placement:

The Student will not be paid as their hours will not exceed the placement period for academic credit

The Student will be paid for hours worked beyond the placement period required for academic credit

The Student will be paid for the full term of their placement (i.e. Graduate students)

EXPENSES

The Placement Partner takes responsibility for the following expenses of the Student throughout the Placement:

Meal allowances

Travel

Materials/supplies/equipment

Other:.....

Placement Partner

Signature:

Title:

Name:

Date: