**PLACEMENT AGREEMENT**

**THIS AGREEMENT MADE THIS \_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_, 20\_\_:**

**BETWEEN:**

**HURON UNIVERSITY COLLEGE**

**(“Huron”)**

**- and -**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(the “Student”)**

**WHEREAS** Huron arranges experiential learning and career development opportunities for its students;

**AND WHEREAS** the Student is currently enrolled in academic studies at Huron;

**AND WHEREAS** the Student is interested in undertaking experiential learning and career development opportunities with the organization described in Schedule “A” (the “Placement Organization”);

**AND WHEREAS** the parties to this Agreement are entering into this Agreement to confirm their respective obligations, duties and rights;

**THEREFORE** in consideration of the premises and the mutual covenants and agreements herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Agreement**

The Student agrees to undertake and perform the activities under the supervision and direction of the Placement Organization listed in Schedule “A” (the “Activities”) in accordance with the terms and conditions provided herein and in accordance with the terms of any agreement entered into with the Placement Organization. Huron agrees to perform its obligations in this Agreement, including without limitation, the obligations contained in Schedule “B” attached hereto.

1. **Term**

This Agreement shall commence on the date first written above and continue in effect for the duration of the Activities undertaken by the Student.

1. **Placement Organization Supervisor**

The Student and Huron shall report to the Placement Organization representative listed in Schedule “A”, who shall be the primary point of contact for the Placement Organization for all matters related to this Agreement and the Activities.

1. **Huron Supervisor**

The Student and Placement Organization shall report to the Huron representative listed in Schedule “B”, who shall be the primary point of contact for all matters related to this Agreement and the Activities.

1. **Duties of Placement Organization**

The Placement Organization has agreed with Huron that it will:

a. provide the Activities for the benefit of the Student in accordance with Schedule “A”;

b. provide orientation training, ongoing supervision, guidance and necessary resources to the Student in respect of the Activities;

 c. provide a safe environment for the Student;

d. report on a regular basis to Huron as to the progress of the Student;

 e. report any injury, loss or harm to the Student to Huron immediately;

 f. report any breach by the Student of their obligations hereunder;

g. complete such evaluations of the Student that Huron may require from time to time;

h. comply with all applicable laws and regulations in performing its obligations under this Agreement, including without limitation, all applicable employment, health and safety, accessibility, human rights and pay equity laws;

i. maintain comprehensive general liability insurance with limits of at least $5,000,000 (CDN) inclusive per occurrence to protect against liabilities relating to the Activities, and to provide proof of such insurance to Huron upon request; and

j. maintain work place safety insurance if required in respect of the Student.

1. **Duties of Huron**

Huron hereby covenants and agrees to:

 a. perform its obligations listed on Schedule “B”;

 b. communicate with the Placement Organization and Student as required;

c. maintain comprehensive general liability insurance with limits of at least $5,000,000 (CDN) inclusive per occurrence to protect against liabilities relating to Huron’s acts or omissions.

1. **Duties of Student**

The Student hereby covenants and agrees to:

a. perform the Activities to the best of their abilities and in a professional and timely manner;

b. if required by the Placement Organization, to enter into an employment agreement, provided the terms are acceptable to the Student and Placement Organization;

c. adhere to such policies and procedures of the Placement Organization and/or Huron that may be required by the Placement Organization and/or Huron from time to time;

d. maintain in confidence and not disclose such information of the Placement Organization and/or Huron that may be considered confidential in nature;

e. report to Huron on a regular basis their progress in respect of the Activities;

f. report to Huron immediately any injury, harm or loss suffered by the Student;

g. report to Huron immediately any breach by the Placement Organization of its duties; and

h. comply with all applicable laws and regulations in performing their obligations under this Agreement.

1. **Acknowledgement of Risk**

The Student hereby acknowledges that it is aware that participation in the Activities may involve inherent risks, dangers and hazards including but not limited to minor and major physical injuries, psychological injury, death, loss or damage to person or property. The Student’s participation in the Activities is purely voluntary, and the Student freely accepts and fully assumes, on their own behalf and on behalf of their successors, executors, heirs and assigns, all such risks, dangers and hazards and the possibility of personal injury, property damage or loss resulting therefrom.

1. **Limitation of Liability and Indemnity**

The Student hereby acknowledges and agrees that Huron is facilitating the placement of the Student with the Placement Organization only and that Huron shall not be responsible for any loss, damages, injuries, expenses, claims or liabilities incurred or suffered by the Placement Organization or the Student related to this Agreement and the Activities described herein. The Student agrees to indemnify and save harmless Huron from any losses, damages, expenses, claims or liabilities incurred or suffered by Huron as a result of the Placement Organization’s or the Student’s, as the case may be, actions or omissions relating to this Agreement or the Activities.

The terms of this Section 9 shall survive the termination or expiry of this Agreement.

1. **Consent to Collect, Use, Share and Maintain Personal Information**

The Student hereby acknowledges and agrees that the Placement Organization and Huron may collect, use, share and maintain such personal information relating to the Student necessary for the administration of the Activities contemplated in this Agreement. Huron covenants and agrees that the personal information of the Student collected by Huron will not be used or disclosed for any other purposes without obtaining the written consent of the Student

1. **Further Assurances**

The parties shall sign such further and other documents, do and perform and cause to be done and performed such further and other acts and things as may be reasonably necessary or desirable in order to give full effect to this Agreement and every part hereof.

1. **Applicable Laws**

This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable thereto and the parties agree to attorn to the jurisdiction of the Courts of the Province of Ontario.

1. **Entire Agreement**

The parties acknowledge that there are no covenants, representations, warranties, agreements or conditions, express or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Agreement save as expressly set out or imported by reference in this Agreement and that this Agreement, including all attached Schedules and riders, if any, constitutes the entire agreement between the parties. No amendment, alteration or addition to this Agreement will be binding on the parties, unless it is in writing and signed by both parties.

1. **Severability**

If any provision of this Agreement is illegal, unenforceable or invalid, it shall be considered separate and severable and all the remainder of this Agreement shall remain in full force and effect as though such provision had not been included in this Agreement but such provision shall nonetheless continue to be enforceable to the extent permitted by law.

1. **Non-Assignment**

Neither party may assign any of its rights or obligations under this Agreement without the written consent of the other parties, and no such purported assignment shall be effective without the prior written consent of the other parties which consent may be arbitrarily withheld.

1. **Successors and Assigns**

This Agreement enures to the benefit of and binds the parties and their respective heirs, executors, administrators, personal and legal representative, successors and permitted assigns.

1. **Counterparts**

This Agreement may be executed in any number of counterparts and by different persons in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**18. Independent Legal Advice**

The parties each hereby acknowledge and agree that they have had the opportunity to consult with independent legal advice regarding this Agreement or have waived their right to do so.

IN WITNESS WHEREOF the parties have hereunto set their hand and seal on the day and year first above written.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Witness |  | Student |

|  |  |  |
| --- | --- | --- |
|  |  | **HURON UNIVERSITY COLLEGE** |
|  |  | Per: |  |
|  |  |  | Name:Title:I have authority to bind the university. |

SCHEDULE “A”

ACTIVITIES

1. Placement Organization:

2. Activities:

3. Term/Duration:

4. Location:

5. Compensation and Benefits:

6. Curriculum Requirements:

**Contact Information:**

|  |  |
| --- | --- |
| **Huron University College Contacts** | **Placement Organization Representatives** |
|  |  |
|  |  |

SCHEDULE “B”

HURON OBLIGATIONS

[NTD: List specific obligations of Huron, including monetary and non-monetary contributions, supervision (if credit or curriculum based), etc.]

**Contact Information:**

|  |  |
| --- | --- |
| **Huron University College Contacts** | **Placement Organization Representatives** |
|  |  |
|  |  |

**8834741.1**