**PLACEMENT AGREEMENT**

**THIS AGREEMENT MADE THIS 13th DAY OF DECEMBER 2021:**

**BETWEEN:**

**HURON UNIVERSITY COLLEGE**

**(“Huron”)**

**- and -**

**ORGANIZATION NAME**

**(the “Placement Organization”)**

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

**AND WHEREAS** the Placement Organization is interested in providing experiential learning and career development activities for certain Huron students (the “Students”);

**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 Placement Organization agrees to provide the experiential learning and career development activities, as detailed in Schedule “A” (the “Activities”) attached hereto, to Students that the Placement Agreement may accept from time to time, in accordance with the terms and conditions provided herein. 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 Students, as per Schedules A and B.

1. **Placement Organization Supervisor**

The Students 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 Students 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.

1. **Duties of Placement Organization**

The Placement Organization hereby covenants and agrees to:

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

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

c. provide a safe environment for the Students;

d. report on a regular basis to Huron as to the progress of the Students, if applicable;

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

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

g. complete such evaluations of the Students 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 Students.

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 Students 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. **WSIB Coverage**

The Placement Organization hereby acknowledges having received the information sheet from the Ontario Ministry of Training Colleges and Universities in respect of the Placement Organization’s WSIB obligations.

1. **Limitation of Liability and Indemnity**

The Placement Organization hereby acknowledges and agrees that Huron is facilitating the placement of the Students 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 Students related to this Agreement and the Activities described herein. The Placement Organization 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 8 shall survive the termination or expiry of this Agreement.

1. **Sharing of Personal Information**

The Placement Organization agrees to share such personal information relating to the Students necessary for the administration of the Agreement and Activities, provided Huron provides proof the Students have consented to such sharing of personal information. The Placement Organization and Huron covenant and agree that the personal information of the Students collected will not be used or disclosed for any other purposes without obtaining the written consent of the Students.

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.

**17. 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.

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| --- | --- | --- | --- | --- |
| **PLACEMENT ORGANIZATION**  **ORGANIZATION NAME** | |  | **HURON UNIVERSITY COLLEGE** | |
| Per: |  | Per: |  |
|  | Name:  Title:  I have authority to bind the organization. |  | Name: Deborah Lucas  Title: VP Finance and Administration  I have authority to bind the university. |

**SCHEDULE “A”**

ACTIVITIES

1. Activities:

List activities & understanding of responsibilities of organization

Activities:

2. Term/Duration:

3. Location:

4. Compensation and Benefits if Applicable

5. Curriculum Requirements if Applicable

**Contact Information:**

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

For more information about this collaboration, or other possibilities, please contact:

**Contact Information:**

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