

# EXPERIENTIAL LEARNING PLACEMENTS

## Student Agreement

This is in consideration of my voluntary participation in the OCAD U Experiential Learning Placement Program (the “Program”) to take place with the Placement Partner (the “Placement Employer”).

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

### Student Contact

Student Name: .....

Email: ..... Student Number: .....

Permanent Address: ..... Telephone: .....

.....

Program/Major: ..... Course: .....

Placement Employer Name: .....

Placement Supervisor: .....

Placement Supervisor’s Email: .....

### Emergency Contact

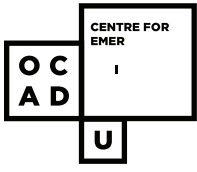
Name: .....

Relationship to Student: .....

Primary Telephone: ..... Secondary Telephone: .....

### COLLECTION NOTICE REGARDING PERSONAL INFORMATION

OCAD University protects your privacy and Personal Information. The Personal Information requested on this form is collected under the authority of the OCAD University Act, 2002, in accordance with the Freedom of Information and Protection of Privacy Act (“FIPPA”). The information will be used to communicate with the Placement Employer – for example, to confirm eligibility for the Placement or in the event of a workplace accident. Direct any questions about this collection to Fariyah Shah, Coordinator, at the Centre for Emerging Artists & Designers, OCAD University, at fshah@ocadu.ca.



# EXPERIENTIAL LEARNING PLACEMENTS

## Student Agreement: Code of Conduct

### ASSUMPTION OF RISK AND RESPONSIBILITY

Please note that insurance coverage in the event of injury/disease has been arranged by the Ministry of of Training, Colleges and Universities (MTCU).

I hereby acknowledge that participating in the Placement is a potentially dangerous activity and may cause personal injury to my person and/or possessions or death. I assume all risks of loss or injury to my own personal property and person and/or to the personal property or persons of others that may occur by reason of my participation in the Placement.

1. I acknowledge that the Placement will take place away from campus and I acknowledge that the University will not be able to ensure my safety or exposure to any risks, dangers, and hazards to my person or my possessions. I understand that the University will not supervise any of the Placement Employer's work environment during my participation in the Placement.
2. I understand that my status while undertaking Placement activities is that of a worker. I will also remain a student of the University during the term of the Placement and will therefore be obligated to comply with all of the rules, regulations, and policies of the University during such term.
3. I shall ensure that I have made appropriate travel and accommodation arrangements necessary during the term of the Placement, and that I have adequate and sufficient information and resources to complete the Placement safely.
4. I acknowledge that neither the University nor the Placement Employer shall carry accident or injury insurance for my benefit and there may be certain matters for which I could be held financially responsible and at fault personally. I acknowledge that I am accountable in all respects for my own actions, omissions, and negligence and I shall not ask the University or the Placement Employer, or their parent and affiliated companies, or any of their respective officers, directors, governors, trustees, employees, agents, or contractors to assume or accept the consequences thereof.
5. I shall be responsible for any claims made against the University, its parent and affiliated companies, or any of its officers, directors, governors, trustees, employees, agents, or contractors in relation to my actions, omissions, or negligence during the Placement.

### RELEASE, WAIVER OF LIABILITY, AND INDEMNITY

1. In consideration for being permitted to take part in the Placement, I hereby grant a full and final release to, and waive as against, the University, its parent and affiliated companies, each of their respective officers, directors, governors, trustees, employees, agents, and contractors, and each of their successors, heirs and assigns (collectively, the "Releasees") from any and all losses, liabilities, damages, injuries, claims, demands, lawsuits, costs, expenses (including legal fees and disbursements), and any other liability of any kind whatsoever both in law and in equity or under any statute or regulation (each a "Claim") that I, my heirs, executors, representatives, successors, or assigns, or any of us now have or may have against one or more of the Releasees, for or by reason of any cause, matter, or thing whatsoever arising out of or in any way related to my participation in the Placement, including any Claims arising from the negligence or gross negligence of any of the Releasees.
2. I shall indemnify and hold harmless the Releasees from any and all losses, liabilities, damages, injuries, claims, demands, lawsuits, costs, expenses (including legal fees and disbursements), and any other liability of any kind whatsoever both in law and in equity or under any statute or regulation, including negligence, howsoever arising out of or in connection with my participation in the Placement.
3. I hereby acknowledge that the University shall not be liable for any failure or delay in performing its obligations under this Agreement due to causes outside its reasonable control.

### CODE OF CONDUCT

I acknowledge that as a Student who is participating in the Program, I will be a representative of OCAD University for the duration of my time in the Program, and that I am expected to conduct myself professionally while abiding by the rules set forth by OCAD University, the course faculty, and the Placement Employer, including but not limited to:

1. Discussing beforehand with the Centre for Students with Disabilities at OCAD University, any disability-related accommodations I may require during my participation in the Placement;
2. Complying with all of the rules, regulations, policies, and procedures, including those related to work schedules and health and safety, of the Placement Employer during the term of the Placement, and complying with the instructions given to me by my supervisor;
3. Wearing such protective equipment and clothing as is suitable in the circumstances, and exercising reasonable precautions for my own safety and the safety of others;
4. Demonstrating professional behavior including being punctual, using appropriate written and oral communication, respecting the workplace dress code, and treating clients and colleagues with professional dignity and respect;
5. Refraining from engaging in personal business while at work (e.g. checking personal email, texting friends etc);
6. Not being under the influence of any drugs, alcohol, or hallucinogens during the Placement, nor bringing any such items onto the premises of the Placement Employer; and
7. Taking precautions necessary to prevent or deal with any known health and safety complications that may arise during the term of the Placement.
8. Prior to terminating a Placement, consulting with the Experiential Learning Placement Coordinator, Faculty and Placement Supervisor and providing them with the basis for the decision to terminate the Placement.

### **WORKPLACE SAFETY AND INSURANCE BOARD OR PRIVATE INSURANCE COVERAGE FOR STUDENTS ON UNPAID PLACEMENTS**

The government of Ontario, through the Ministry of Training, Colleges and Universities (MTCU), reimburses WSIB for the cost of benefits it pays to Student Trainees enrolled in an approved program at a Training Agency (university). Students enrolled at an Ontario postsecondary institution are eligible for Workplace Safety Insurance Board (WSIB) coverage while on placements, either required or optional, that are part of an Approved Program. (Details regarding eligibility for Ministry coverage: <http://www.tcu.gov.on.ca/pepg/publications/placement.html>)

MTCU also provides private insurance through Chubb Insurance to students should their unpaid placement take place with an employer who is not covered under the Workplace Safety and Insurance Act and limited coverage where eligible placements take place outside of Ontario (international and other Canadian jurisdictions). However, students are advised to maintain insurance for extended health care benefits through the applicable student insurance plan or other insurance plan.

Please be advised that OCAD University will be required to disclose personal information relating to the unpaid work placement and any WSIB claim or Chubb claim to MTCU.

This Agreement must be completed, and signed to indicate the Student Trainee's acceptance of the unpaid work placement conditions, and a copy provided to OCAD U Placement Program Coordinator prior to the commencement of the work placement.

### **DECLARATION**

I have read and understand that WSIB or private insurance coverage will be provided through the Ministry of Training, Colleges and Universities while I am on an unpaid placement as part of an Approved Program.

I agree that, over the course of my placement, I will participate in and implement all safety-related training and procedures obtained from the University and the Placement Employer. I will provide the University with written confirmation that I have received safety training.

I will promptly inform my Placement Employer of any safety concerns. If these concerns are not resolved, I will contact the University's placement coordinator within my faculty and notify them of any unresolved safety concerns.

I understand that all accidents sustained while participating in an unpaid work placement must be immediately reported to the Placement Employer and my OCAD University Placement Coordinator. A **MTCU Postsecondary Student Unpaid Work Placement Workplace Insurance Claim** form must be completed and signed in the event of injury and submitted to the OCAD U Placement Program Coordinator.

I consent to the release of my personal information relating to the placement to my Placement Employer and MTCU, including address, telephone number, date of birth and social insurance number.

In the event of an injury, I also agree to maintain regular contact with the University and to provide the University with information relating to any restrictions and my ability to return to the placement.

I understand the implications and have had any questions answered to my satisfaction.

**DECLARATION**

I hereby declare that I am a resident of the Province of Ontario and have reached the age of majority in the Province of Ontario. I acknowledge that this Agreement is subject to and shall be interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada related thereto and hereby attorn to the jurisdiction of the courts of the Province of Ontario.

I understand that my personal information shall be collected, used, and disclosed by the University for the purposes stated in this Agreement.

1. I hereby acknowledge that the University reserves the right, in its sole discretion, to cancel or suspend part or all of the Placement at any time.
2. I understand that, during the Placement, it may be necessary or desirable for the University or the Placement Employer to disclose proprietary, trade secrets, and/or other confidential information (“Confidential Information”) to me. I acknowledge and agree that all Confidential Information shall remain the property of the party disclosing same. The Confidential Information shall only be used for purposes of the Placement and originals and copies thereof shall be destroyed or returned to the disclosing party at the end of the Placement. All Confidential Information shall be treated as confidential by me for one (1) year following completion of the term of the Placement.
3. I acknowledge that the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement.
4. I acknowledge that I do not have the right to assign this Agreement and that this Agreement may only be modified in writing by myself and the University.
5. I acknowledge that this Agreement shall survive termination of the Placement and shall enure to the benefit of and shall be binding on me, my heirs, next of kin, executors, administrators, representatives, successors, and assigns.
6. I hereby declare that I have carefully reviewed the foregoing, that I fully understand its contents, and that I have entered into this Agreement of my own volition.

**I HAVE READ THIS DOCUMENT CAREFULLY AND I ACKNOWLEDGE MY RESPONSIBILITIES AND THE EFFECT OF THIS LIABILITY WAIVER.**

**Student**

Signature: .....

Name: .....

Date: .....

**Witness**

Signature: .....

Name: .....

Date: .....

Return by email to: **Fariyah Shah, Experiential Learning Placement Program Coordinator**  
Centre for Emerging Artists & Designers, OCAD University  
**Email:** fshah@ocadu.ca **Tel:** 416 977 6000 ext. 2855



# EXPERIENTIAL LEARNING PLACEMENTS

## Student Agreement: Health & Safety Orientation

### PLACEMENT EMPLOYER & STUDENT TRAINEE:

Please complete this **Health & Safety Checklist** during the Student's orientation.

Student Name: .....

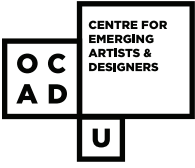
Placement Employer: .....

Placement Supervisor: .....

### HEALTH & SAFETY CHECKLIST

Name of immediate supervisor and Joint Health and Safety Committee representative (JHSC) or Safety Representative	
What to do and whom to contact if the student has a safety and/or health concern	
Procedures for reporting accidents, injuries, and/or harmful incidents	
Worker and Supervisor rights and responsibilities under the Ontario Occupational Health and Safety Act	
Workplace policies and procedures including but not limited to: workplace violence and harassment, working in isolation, substance use and/or abuse	
Safe work procedures and operation of equipment	
Use of Personal Protective Equipment	
Identification of restricted or prohibited areas, tools, equipment and machinery	
Hazards in the workplace that may affect the student and how they are controlled	
Emergency Procedures including but not limited to: fire, severe weather, chemical spill	
Location of fire exits and fire extinguishers	
Location of the First Aid supplies and names of First Aid personnel	
Workplace Hazardous Materials Information System (WHMIS 2015) training	
Emergency and important telephone numbers	

Student Signature: ..... Date: .....



# EXPERIENTIAL LEARNING PLACEMENTS

## Student Agreement: 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 licence arrangement (<http://creativecommons.org>) and the chose licence 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: .....

### Student

Signature: .....

Name: .....

Date: .....

### Placement Partner

Signature: .....

Name: .....

Date: .....