**RYERSON RISK MANAGEMENT GUIDELINE FOR PRACTICUM PLACEMENT AGREEMENTS**

February 2015

**PRACTICUM CENTRE:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RYERSON PROGRAM:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RYERSON CONTACT:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TERM OF AGREEMENT:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(maximum, including renewals, is: 5 years)

**Please ensure that: the Agreement uses the Ryerson University (RU) standard template and meets all of the criteria below; and RU legal counsel have reviewed the final version of the Agreement and approved it.**

**All Agreements must be sent to the General Counsel and Board Secretariat for review and processing.**

**If you are unsure of what contractual language to use for any step of the guideline, please refer to the section of the RU Placement Agreement listed in the table below.**

|  |  |  |  |
| --- | --- | --- | --- |
| **GENERAL** | **Y** | **N** | **Section Number** |
|  | | | |
| **1. Is this a new Agreement?** |  |  |  |
| OR | | | |
| **2. Is this a renewal/amendment of an existing Agreement?** |  |  |  |
|  | | | |
| **3.** **Is the Agreement clear in setting out who the parties are?** |  |  |  |
| * The parties on the first page the same as those on the execution page |  |  |  |
| * Info sheet that confirms the legal name of the Practicum Centre included |  |  |  |
|  | | | |
| **4.**  **Do the persons signing have “authority to bind the corporation”?** |  |  |  |
| * Ask the Placement signatories to make sure |  | |  |
|  | | | |
| **5. Is the term of the Agreement clear?** |  |  |  |
| * The effective date should be listed once, on the top of page 1, with the sentence: |  |  |  |
| “This Agreement is effective as of [Month, Day, Year].”   * Be sure to remove any other statements such as: “The Agreement will commence on the date the Agreement is signed” |  | |  |
| * The length of time the Agreement is effective for should be clearly stated**:** |  |  | **2. (1)** |
| The expiry date should be one day before the anniversary date of when the Agreement came into effect, e.g.: If the effective date is January 1, 2015, the expiry date should be on December 31, 2019 (not January 1, 2020) for a 5-year term |  | |  |
|  | | | |
| * **6.** **Have all of the important terms and Schedules been defined in the DEFINITIONS** |  |  | **1. (1)** |
| * **AND SCHEDULES section?** |  | |  |
| * All Schedules attached to the Agreement are specified in that section |  |  | **1. (2)** |
| * A list of the Programs is attached at the end of the document as Schedule A |  |  |  |
|  |  | |  |
| **7. Confirm the Practicum Centre provides:** |  | |  |
| a. Appropriate student training/orientation |  |  | **3. (6)(7)** |
| b. Appropriate student supervisors |  |  | **3. (2)(5)** |
| c. Appropriate student assessment |  |  | **3. (8)** |
| **GENERAL (continued)** | **Y** | **N** | **Section Number** |
| **8. Confirm the University provides:** |  | |  |
| a. Information to the Practicum Centre on curriculum Placement requirements |  |  | **4. (1)** |
| b. An appropriate student advisor |  |  | **4. (3)** |
| c. Information to students on Placement/Practicum Centre requirements |  |  | **4. (4)** |
|  | | | |
| **If any of the answers above is “N”, the General Counsel and Board Secretariat may, in its discretion, refer the Agreement to legal counsel for review.** | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **LEGAL RISKS** | **Y** | **N** | **Section Number** |
|  |  | |  |
| **1. Does the Agreement contain the proper revision, termination and renewal clauses:** |  | |  |
| a. A renewal provision that requires prior written approval and restricts the |  |  | **2. (2)** |
| Agreement to 5 years in total |  |  |  |
| b. Provisions that contemplate termination rights |  |  | **9. (1)(3)** |
| c. A renewal provision that allows students to continue/finish the Placement if the |  |  | **9. (2)** |
| Agreement expires/terminates |  | |  |
| d. An amendment provision |  |  | **11. (6)** |
|  |  | |  |
| **2. Does the Agreement contain the proper privacy and liability protection:** |  | |  |
| a. Mutual indemnification/liability clauses |  |  | **6.** |
| b. Insurance statements for both parties concerning comprehensive and professional |  |  | **7. (1)(2)** |
| liability coverage |  | |  |
| * Insurance requirements should be sent to Ryerson’s Financial Services Department for review |  | |  |
| c. Standard statement on WSIB coverage for students through MTCU |  |  | **7. (3)** |
| d. Standard privacy protection and confidentiality wording |  |  | **8.** |
| e. Wording restricting assignment to third party without RU consent |  |  | **11. (9)** |
|  |  | |  |
| **If any of the answers to the above are “N”, the General Counsel and Board Secretariat may, in its discretion, refer the Agreement to legal counsel for review.** | | | |
|  |  | |  |
| **3. Does the Agreement include:** |  | |  |
| a. Assurances, warranties, or guarantees of any kind (e.g. RU shall ensure…) |  |  |  |
| b. Rights given to parties other than the University or the contractor |  |  |  |
| c. Other documents or verbal Agreements outside the Agreement that are necessary |  |  |  |
| to fully understand its implications |  | |  |
| d. Permission to the Practicum Centre to use the University’s name in any advertising, |  |  |  |
| endorsement or promotion |  | |  |
| e. Clauses that would make the Agreement subject to the laws or the courts other |  |  |  |
| than Ontario |  | |  |
|  |  | |  |
| **If any of the answers above is “Y”, the General Counsel and Board Secretariat may, in its discretion, refer the Agreement to legal counsel for review.** | | | |
| **NOTICE AND SIGNING REQUIREMENTS** | **Y** | **N** | **Section Number** |
|  |  | |  |
| **1. Does the Agreement list the proper contact information for formal notices:** |  |  | **10.** |
| * Use titles, addresses and fax numbers as contact information * Avoid putting in personal names or e-mail addresses |  | |  |
|  |  | |  |
| **2. Does the Agreement have the proper signatures:** |  |  |  |
| * **Signatures:**   \*for RU, the Provost and General Counsel  \*for the Practicum Centre, signing authorities with the power to bind the corporation |  | |  |
| * **No mention of a need for a corporate seal:** |  |  |  |
| \*remove “c/s” and replace with: “I/We have authority to bind the corporation” under the signing lines for both parties  \*in addition, remove wording like: “have affixed their corporate seals attested to” and replace with “have executed this Agreement” |  | |  |
|  |  | |  |
| **If any of the answers above is “N”, the General Counsel and Board Secretariat may, in its discretion, refer the Agreement to legal counsel for review.** | | | |
|  |  | |  |
|  |  | |  |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: Placement Coordinator Date

Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Provide an explanation to Provost for the criteria that are not met (please use an additional page if necessary):**

Approved by General Counsel and Board Secretariat: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Approved by Provost: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_