

Work Integrated Learning Agreement- Transitional Vocational Program

THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY

("MRU")

-and-

("Agency")

Whereas MRU and the Agency wish to permit MRU's students who are enrolled in the Faculty of Continuing Education's Transitional Vocational Program receive practical work experience from the Agency pursuant to the terms and conditions of this Agreement.

Now therefore MRU and the Agency agree as follows:

1. Term

- 1.1. This agreement will commence on _____, 20____ and end on _____, 20____ (the "Term").

2. Agency Obligations

- 2.1. Throughout the Term and upon mutual consent of MRU and the Agency, MRU students enrolled in the Faculty of Continuing Education's Transitional Vocational Program may be chosen to participate in a practical work experience program at the Agency (the "Students").
- 2.2. The Agency agrees to provide practical work experience and training to the Students at its facilities.
- 2.3. The purpose of the work integrated learning activities is to (i) assist the Students to develop the skills and abilities that are required to be competitive in the employment market, (ii) encouraging positive attitudes and habits necessary for the Students' successful future employment and (iii) facilitating the Students making appropriate vocational choices.
- 2.4. The Agency will provide adequate and appropriate direction and supervision to the Students and will ensure that the Students works under the direct guidance and supervision of an appropriately qualified supervisor throughout the practical work experience program.
- 2.5. In the event that the student is completing an unpaid work work integrated learning, the Agency recognizes that, while the Students may actively participate in work activities which contribute to his or her vocational development, the Students' activities are not intended to replace the activities of a regular paid employee.
- 2.6. The Agency will take reasonable steps to provide the Students with a safe learning environment.
- 2.7. The Agency will provide an orientation to the Students of its applicable policies and standard operating procedures prior to the commencement of the work integrated learning.
- 2.8. The Agency acknowledges that MRU is subject to the provisions of the Freedom of Information and Protection of Privacy Act of Alberta ("FOIPPA"). The Agency will keep confidential all personal information, as defined by FOIPPA, received as a result of this Agreement.
- 2.9. An MRU Employment Specialist will be available throughout the Term to monitor the Students' performance and to assist with the Students' training. The Agency will make the Workplace accessible to the Employment Specialist throughout the Term.

- 2.10. The Agency will provide progress reports regarding the Students when requested by MRU.
- 2.11. The Agency will not require any of the Students to operate any machinery unless that Student has received proper training and certification in the use of the machinery and the Agency is satisfied that the Student is capable of operating the machinery in a safe manner. The Agency will not require the Students to operate a motor vehicle as part of the Students' work integrated learning activities without the prior written consent of MRU.
- 2.12. The Agency will ensure that the Students' hours of work will comply with Division 3 – Hours of Work of the Employment Standards Code of Alberta.

3. Indemnity and Insurance

- 3.1. The Agency shall indemnify and save harmless MRU, its employees, agents and the Students from any and all claims, demands, actions and costs whatsoever that arise out of the negligent acts or omissions of the Agency, its employees and agents in the performance of this Agreement.
- 3.2. MRU shall indemnify and save harmless the Agency, its employees and agents from any and all claims, demands, actions and costs whatsoever that arise out of the negligent acts or omissions of MRU, its employees, agents and the Students in the performance of this Agreement.
- 3.3. The Agency and MRU will obtain and maintain in full force and effect and at its sole expense, commercial general liability insurance policy and malpractice coverage, where applicable, covering personal injury or death and property damage with a limit of not less than five (5) million Canadian dollars during the Term.
- 3.4. The Agency must provide a copy of a Certificate of Insurance to MRU prior to beginning of the Student's work integrated learning. MRU will provide a copy of its Certificate of Insurance to the Agency upon request.
- 3.5. MRU will be responsible for workers' compensation coverage for the Students while they are engaged in the work integrated learning Activities in the Province of Alberta.

4. General

- 4.1. If any section of this Agreement is found to be invalid or unenforceable to any extent, that section will be considered separate and severable and the remaining sections will not be affected and will be enforceable.
- 4.2. This Agreement will be governed by and interpreted under the laws of the Province of Alberta and the Alberta Courts will have exclusive jurisdiction over all claims, disputes and actions related to this Agreement.
- 4.3. This Agreement encompasses the entire agreement of the parties and supersedes all previous understandings and agreements between the parties in relation to the subject of this Agreement.

This Agreement is executed by the parties on the _____ day of _____, 20____.

The Board of Governors of Mount Royal University

(Print Name of Agency above)

 Name:

 Name: Evan Cortens

Title:

 Title: Interim Dean, Faculty of Continuing Education and Extension