

Externship Program: Terms and Conditions

Employers Eligible for Externships

- 1) The employer must have an established operation in the St. John's area or must be able to offer acceptable accommodations for the student. The employer must provide a safe and suitable working environment for the student throughout the duration of the externship.
- 2) The employer shall obtain, prior to committing to the externship program, all permits, licenses, consents, and other authorizations that are required to permit the carrying out of the externship activities. The externship activities shall be executed in compliance with all Federal, Provincial and Municipal laws, including legislation, by-laws, and regulations as applicable.

Opportunities for Externships

- 3) The opportunity must provide five (5) days of continuous learning through job shadowing and mentorship.
- 4) The management, supervision and control of the student while at the externship site is the sole and exclusive responsibility of the employer. Nothing in this agreement shall be construed to make the employer or the student a servant or agent of the university. Nothing in this agreement shall be deemed to authorize the employer to contract for or incur any obligation on behalf of the University. Nothing in this agreement shall be deemed to authorize the employer to contract for or incur any obligation on behalf of the University.
- 5) For applications involving bargaining unit positions, the concurrence of the appropriate union/employee's association is the responsibility of the employer.
- 6) The work to be performed must be career-related for the student.

Students Eligible for Externships

- 7) Students who are currently enrolled in a post-secondary program at Memorial University of Newfoundland (St. John's Main Campus, Grenfell Campus, Marine Institute or Centre for Nursing Studies).
- 8) Students must be legally entitled to work in Canada.
- 9) The student may not be a family member of, nor reside in the same household as the employer, or if the employer is a corporation, the student may not be a family member of, nor reside in the same household as a director or senior

management of the corporation unless approved by the university.

- 10) Students may be required to provide a current Letter of Conduct or Vulnerable Sector search document if requested by the employer.

Amendments

- 11) This agreement shall not be amended or assigned except as agreed by consent and in writing between the parties.

General

- 12) Either party may terminate this agreement by informing the other party and the externship coordinators.
- 13) In the event that this agreement is breached by either party, the externship will terminate immediately and the student will be removed from the externship site at the end of that day.
- 14) The employer and student shall be solely responsible for and shall hold the university harmless from any and all losses, expenses, damages, demands, and claims arising out of or in connection with injuries (including death) or damages to any and all persons or to property in any way sustained or alleged to have been sustained in connection with or by reason of the performance of the activities pursuant to this agreement.
- 15) If at any time the University or the student is of the opinion that the employer has failed to conduct the activities in an acceptable manner or has failed to comply with any of their obligations or undertakings contained herein, the university may terminate the agreement by giving written notice thereof to the employer and the agreement will terminate in accordance with section 12 above. In the event that the student feels there is a threat to their personal safety, they may leave the externship site immediately and must notify the respective authorities and Memorial University's externship coordinators as soon as possible.

Legislation, Laws and Provincial Requirements

- 16) The employer must comply with the provisions of the Canadian Charter of Rights and Freedoms (if applicable to the employer), the Newfoundland and Labrador Human Rights Act 2010, the Newfoundland and Labrador Labour Standards Act, the Apprenticeship and Certification Act, the Workplace Health Safety and Compensation Act, and with all other applicable federal and provincial legislation including but not limited to all applicable privacy legislation, and must adhere to

any required confidentiality agreements.

17) The employer and student must abide by and act in conformity with whatever requirements may be prescribed from time to time by the University.

I have read and agree to the terms and conditions:

Name of Organization (Print)

Name of Employer (Print)

Signature

Date