

Risk Management Considerations Affiliation/Placement Agreement Clauses

Indemnification Clause

When it comes to the indemnification clause contained within Affiliation/Placement agreements, we like to see Two-Way Indemnification in these types of agreements. An example of indemnification clause wording could read as follows:

“(Facility) agrees to indemnify and save the (College/University) harmless from all loss, cost, expense, judgement or damage on account of an injury to persons or property, including death in any way caused by the negligence or wrong doing of (Facility), its partners, agents, employees and/or non (College/University) students related to or arising out of programs or other matters to which this (Memorandum of Understanding/Agreement) pertains, including all legal expenses and costs incurred by the (College/University) in defending any legal action pertaining to the above.

The (College/University) agrees to indemnify and save (Facility) harmless from all loss, cost, expense, judgement or damage on account of an injury to persons or property, including death in any way caused by the negligence or wrong doing of the (College/University), its partners, agents, employees and/or students related to or arising out of programs or other matters to which this (Memorandum of Understanding/Agreement) pertains, including all legal expenses and costs incurred by the (Facility) in defending any legal action pertaining to the above.”

This is a sample only and to be used for information purposes. An Indemnification/Hold Harmless should be drafted your legal counsel.

Insurance Clause

We would recommend that both parties to the agreement provide proof of insurance. Sample wording for an insurance clause may contain the following:

“Each Party covenants and agrees to maintain comprehensive general liability insurance including medical malpractice insurance or professional liability insurance, with limits of at least \$X,000,000 inclusive per occurrence protecting against liability arising from acts done in pursuance of this Agreement. Such insurance shall name the other as an additional insured thereunder and contain the following endorsements; contractual liability; cross liability with a severability of interests clause. Each of the parties shall, at the request of the other, provide evidence of coverage as provided for in this clause. The insurance being provided must be written with an insurer licensed to do business in the province of Ontario”

Workers Compensation Clause

Below is a sample Workers Compensation Clause:

“The (College/University) will ensure that the faculty members are coverage by Workplace Safety and Insurance Board. Parties hereto acknowledge that all students are covered under the following:

- (a) Workplace Safety and Insurance Board as per the arrangements between Workplace Safety and Insurance Board and the provincial and federal governments or
- (b) Accident Insurance coverage as per the arrangements between private carriers and the Ministry of Training, Colleges and Universities.”

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