



Student Placement Agreement 2023-2024

PBSC matches law student volunteers (“Student Volunteers”) to Partner Organizations to provide free legal support to people and communities facing barriers to justice. Student Volunteers are not qualified lawyers. They do not hold professional liability insurance, cannot provide legal advice, and cannot hold themselves out as lawyers or legal professionals. For these reasons, all Student Volunteers must work under the supervision of a Lawyer Supervisor. In general, Student Volunteers are required to work under the supervision of a qualified lawyer who possesses professional liability insurance (“Lawyer Supervisor – Insured”) for all project types. In limited circumstances, on public legal education and research projects only, Student Volunteers may be supervised by an experienced lawyer who is deemed a “Lawyer Supervisor – Expert” by PBSC. The Lawyer Supervisor is responsible for providing regular supervision and approving the work of Student Volunteer(s).

PBSC respects your privacy. The information in this form is collected and used for the purpose of administering PBSC, which may include the operation and development of PBSC programs through the local and National offices, communication with and reporting to PBSC members, law schools and funders, evaluating PBSC programs, and program publicity. PBSC will protect the information in accordance with any and all applicable privacy legislation. Any questions can be directed to pbsc@uwo.ca

THIS AGREEMENT IS MADE BETWEEN

PRO BONO STUDENTS CANADA, WESTERN UNIVERSITY CHAPTER, WESTERN UNIVERSITY FACULTY OF LAW

AND

Name of Student Volunteer
(please print)

Date

Signature

I acknowledge and agree as follows:

1. I have been placed with a PBSC community / partner organization to conduct volunteer work during the 2023-2024 academic year (“volunteer placement”).
2. I have confirmed the dates of my volunteer placement with PBSC and the organization. I understand that I am not expected to work during the month of December, and/or during exam periods.
3. I understand that my responsibilities are outlined in PBSC’s **Project Description Form**. I further understand that no material change may be made to this form during my placement without PBSC’s consent.
4. I will attend all required trainings as outlined in PBSC’s **Project Description Form** and/or as indicated to me by the PBSC Program Coordinator(s). Where applicable, I will submit any necessary information to PBSC to confirm completion of the aforementioned trainings.
5. Throughout my PBSC placement, I will track my time, activities, and other information in the **Volunteer Report**. I will enter this information as soon as reasonably possible after each activity, shift, meeting, etc., to ensure accuracy.
6. I understand that I am required to complete PBSC’s **Impact Survey** and submit my **Volunteer Report** at the end of my placement (typically March). I understand that my placement will not be considered complete until the **Impact Survey** and **Volunteer Report** are submitted.
7. I have been assigned a qualified Lawyer Supervisor who will supervise and approve all of my work. I understand that the Lawyer Supervisor will provide me with direct supervision for the duration of the PBSC placement, and will review and approve of any final work product produced, prior to it being submitted to the organization.
8. I understand that periodically during the course of my placement, the Lawyer Supervisor will make themselves available as reasonably required to answer questions of a legal nature, to provide guidance, and to review and provide feedback on my work. I acknowledge that it is my responsibility to keep the Lawyer Supervisor updated on the status of my work at regular intervals and/or as agreed upon in the **Project Description Form**.
9. I will submit all of my work to my Lawyer Supervisor for approval before submitting it to the organization. I understand that my Lawyer Supervisor may not immediately approve my work and may require me to do more work or to revise my work before re-submitting my work to them for approval.
10. Should my **Project Description Form** indicate that a workplan is required, I will draft a work plan for my project and submit the draft by email to my PBSC Program Coordinator(s), organization, and Lawyer Supervisor within four weeks, at the latest.

11. I will complete all work agreed upon in the **Project Description Form** and work plan to the best of my ability. Only extraordinary situations will exempt me from finishing the agreed-upon work. Under such circumstances, I will immediately inform PBSC of my situation so that arrangements may be made to ensure the needs of the organization are met.
12. I will not give legal advice or hold myself out as a lawyer or legal professional.
13. I will hold in strict confidence all information concerning the business, clients, and affairs of the organization that I acquire during my volunteer placement.
14. If I conduct written work for the organization, after receiving my Lawyer Supervisor's approval to submit my written work to the organization, I will include the following statement on the front page of my written work:

"This resource does not contain legal advice.

This resource was prepared with the assistance of PBSC [insert university name] law student volunteers. PBSC volunteers are not lawyers and they are not authorized to provide legal advice. This resource contains general discussion of certain legal and related issues only. If you require legal advice, please consult with a lawyer."
15. I understand and agree that any work I produce during my volunteer placement for the organization belongs to the organization and not to me.
16. (a) For Public Legal Education (PLE) and Research Projects only: Subject to (b) below, by the end of my placement, and in accordance with instructions provided by the PBSC Program Coordinator(s), I will submit via email to the PBSC Program Coordinator(s) a copy of any final work products I create in satisfaction of the tasks identified in the **Project Description Form** (i.e. presentation, brochure, resource, memo, etc.).

(b) If section 13 of the Project Description Form indicates that work products are not to be submitted to and saved by PBSC, I will not send any work products created as part of my placement to the PBSC Program Coordinator(s).
17. I understand that I should generally be performing substantive legal work, although my duties may include some clerical work. If clerical work comprises a significant component of my volunteer activities, I will raise this issue with PBSC.
18. I understand that I will not be asked or required to incur any costs as part of my placement. This includes but is not limited to costs relating to photocopying, printing, or online subscriptions.
19. After starting my volunteer placement, I will keep the PBSC Program Coordinator(s) informed of developments, including my communication with the organization, the progress of my project, and any concerns or questions I may have about my placement. I further agree

to make myself available to update the PBSC Program Coordinator(s) by phone or in person at least once per semester (typically in November and February). I understand the importance of providing this feedback and will prioritize these meetings.

20. If I have a problem during my volunteer placement relating to my volunteer duties, I will discuss it with the organization, my Lawyer Supervisor, and/or PBSC, as appropriate. I will bring all serious concerns or problems immediately to the attention of the PBSC Program Coordinator(s).
21. I will promptly respond to communications from PBSC and will complete and return all forms and surveys sent to me by PBSC.
22. I understand that PBSC acts only as a clearinghouse to facilitate this volunteer placement.
23. I will at all times conduct myself in a professional and ethical manner.
24. I understand that I am subject to my home university's Student Code of Conduct while undertaking PBSC activities. I understand that any issues concerning my conduct during a PBSC placement will be referred to my university's PBSC On-site Supervisor and or Dean and will be addressed pursuant to the university's Student Code of Conduct.
25. I understand that, subject to any university policy or directive, I am prohibited from recording in any form any activity undertaken in my capacity as a PBSC Student Volunteer without the explicit consent of all participating parties.
26. Where appropriate, I understand that I am required to comply with any and all processes and protocols established for my volunteer placement regarding virtual and/or in-person client interactions and the protection of confidential and sensitive information.
27. When outlining my project on my résumé, I will make it clear that this was a placement facilitated by PBSC. An example is provided below.

Pro Bono Students Canada, placement with the Canadian Environmental Association, 2020-21

28. Going forward, including after my volunteer placement, I understand that I will receive regular program updates from PBSC National. I will have an opportunity to unsubscribe from that mailing list. I understand that PBSC does not share their mailing list with any other organizations and that my email address will remain confidential.
29. I have reviewed and understand the list of "Responsibilities and Rights of a PBSC Student Volunteer" appended to this agreement.

Responsibilities and Rights of a PBSC Student Volunteer

As a PBSC Student Volunteer, I have the following responsibilities:

- To follow the mission and reflect the values of PBSC during my volunteer placement
- To perform my duties with professionalism, skill, honesty, care, and diligence, using my authority in a fair and equitable manner
- To complete the responsibilities of my volunteer placement to the best of my abilities
- To endeavour to resolve all conflicts in good faith
- To immediately notify my Lawyer Supervisor and/or Program Coordinator if I notice any issues of concern or if I am unable to fulfill my duties
- To follow all PBSC policies and procedures
- To treat everyone with respect and dignity
- To act in an ethical and non-discriminatory manner, and in accordance with applicable human rights legislation and my university's Student Code of Conduct
- To hold all confidential information in trust and strict confidence, to use this information to fulfill my volunteer obligations and no other purpose, and to not disclose this information to any third party, except in consultation with my Lawyer Supervisor and as required by law
- To recognize the limits of my knowledge and expertise and consult with others when appropriate
- To recommend suggestions and changes for the betterment of PBSC and/or my volunteer placement

As a PBSC Student Volunteer, I have the right to:

- Orientation and training relevant to my volunteer placement
- Appropriate supervision
- A safe working environment
- Know about unsafe work and refuse unsafe work
- Respect, trust, and recognition
- Have a supportive environment in which to work and contribute
- Safely voice ideas regarding my role or my volunteer placement
- Provide and receive feedback when requested and at regular intervals
- Ask for and receive support from my Program Coordinator and/or Lawyer Supervisor when required
- Be accommodated for any ability needs