



# Association of Ontario Land Surveyors

## Articling Contract

The parties to this Articling Contract are:

### THE ARTICLING STUDENT

Last Name: \_\_\_\_\_ First Name(s): \_\_\_\_\_

Home Address:

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Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### THE ARTICLING SURVEYOR

Name:

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Address:

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Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### THE SUPERVISOR (If different from Articling Surveyor)

Name:

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Address:

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Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**THE ASSOCIATION OF ONTARIO LAND SURVEYORS (AOLS)**

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Name

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Title

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1043 McNicoll Avenue, Toronto, ON, M1W 3W6

Address

1. This Articling Contract governs the approved training to be provided to the Articling Student by the Articling Surveyor or Supervisor for the purpose of equipping the Articling Student with the technical knowledge, work experience, professional skills and attitudes necessary for AOLS membership.
2. This Articling Contract begins on \_\_\_\_\_ and will continue until the Articling Student has completed all requirements of this Contract to the Articling Surveyor's satisfaction, and to the satisfaction of the Academic and Experience Requirements Committee (AERC). In accordance with O. Reg. 1026, Sec. 23(8), this contract will expire 4 years after the signing date unless further extended in accordance with Sec. 23 (8.1) of said Regulation 1026. If any terms of this contract are not fulfilled within 4 years, or by the end of the period as extended under subsection 8.1, this contract is null and void.
3. The Articling Surveyor/Supervisor agrees to provide the Articling Student with professional training throughout the duration of the Articling Contract, while the Articling Student is under the supervision of the Articling Surveyor or Supervisor. Furthermore, the Articling Surveyor/Supervisor agrees to:
  - (a) instruct the Articling Student in the practice of Professional Land Surveying to the best of his/her ability and to monitor the Articling Student's progress in his/her efforts to complete the requirements as set out in the Articling Individual Requirements document attached hereto as Schedule "A" and which forms a part of this contract;
  - (b) provide articling experience that conforms to the requirements of the Academic and Experience Requirements Committee (AERC) of the Association of Ontario Land Surveyors (AOLS) and of R.R.O. 1990, Regulation 1026; and,
  - (c) provide the Articling Student with a signed Certificate of Completion form attached hereto as Schedule "B" confirming that the student has fulfilled the terms of the articling contract.
  - (d) update the status of the Articling Student's progress using the AOLS online Learning Management System (LMS) and to provide an update to the AERC monitor every 6 months, or as otherwise required by the AERC.
4. The Articling Student agrees to:
  - (a) fulfil all lawful and reasonable instructions
  - (b) conduct him/herself honestly, diligently and in accordance with the Code of Ethics and Standards of Practice prescribed by R.R.O. 1990, Regulation 1026; and,
  - (c) successfully complete the Statutes examination
  - (d) demonstrate competency in all Essential Areas of Knowledge (EAKs) to the satisfaction of the Articling Surveyor/Supervisor, either through recognition of prior learning, training and experience through the Articling Surveyor/Supervisor, or through assignments provided by the AERC, as directed by the Articling Surveyor/Supervisor
  - (e) successfully complete the Oral Professional examination

- (f) fulfil all experience requirements at the party chief level, non-party chief level, and managerial level, as prescribed by AERC
  - (g) successfully complete the Written Professional examination
  - (h) indemnify the Articling Surveyor/Supervisor and reimburse her/him for any damages that the Articling Surveyor/Supervisor may suffer through wilful or negligent breach of this agreement by the Articling Student.
5. For the avoidance of doubt, this Articling Contract is not a Contract of Employment between the Articling Student and the Articling Surveyor/Supervisor.

#### **Online training file and six monthly reviews**

6. The Articling Student's progress will be reviewed by the AERC every six months and will be summarized by the Articling Surveyor/Supervisor in a documented report posted to the AOLS on-line LMS.
7. An online training file will be maintained on the LMS for each Articling Student. It is the Articling Surveyor's/Supervisor's responsibility to update the online training file on a regular basis and ensure the file is ready for review by AERC when requested.

#### **Study and assessment performance**

8. The AOLS will inform the Articling Surveyor and the Articling Student of upcoming exam timetables for the Statutes, oral and written Professional Exams. The Articling Student may attempt the Statutes exam at any time, beginning no sooner than one month following the signing of this articling contract, and after the approval of an invigilator by the AOLS.
9. The Articling Student will be allowed 3 attempts at the Statutes Examination. (O. Reg. 1026, s. 23(11))
10. The Articling Student will be allowed 3 attempts at the Professional Written Examination. (O. Reg. 1026, s. 23(11))
11. The Articling Student will be allowed 3 attempts at the Professional Oral Examination. (O. Reg. 1026, s. 23(11))
12. Should the Articling Student be unsuccessful in his or her third attempt at any of the above examinations he or she shall be required to wait one year from the date of said third attempt before being eligible to re-apply for articles. (O. Reg. 1026, s. 23(8.2))

#### **Registering for Examinations**

13. The Articling Student is responsible for registering for all examinations before the closing dates given by the AOLS.
14. Should failure to submit the exam registration before the closing date result in the payment of additional fees, the Articling Student will be liable for these fees.

#### **Termination**

15. This Articling Contract may be terminated:
- (a) by mutual agreement between all parties; or
  - (b) during the first 4 weeks of this Contract, by any of the parties, for any reason, by giving not less than 7 days' notice in writing to the other parties; or
  - (c) by the Articling Surveyor/Supervisor giving 4 weeks' notice to the Articling Student in writing, if it believes the Articling Student lacks the capability to progress to AOLS membership
  - (d) by either party giving to the other a period of notice equal to the period of notice required by the Articling Surveyor/Supervisor to terminate any Contract of Employment between the Articling Student and the Surveyor/Supervisor.

16. This Articling Contract shall automatically terminate:

- (a) upon termination of a Articling Student's employment with the Articling Surveyor/Supervisor; or
- (b) when the Articling Surveyor ceases to be a member of the AOLS
- (c) When the Articling Student has fulfilled all obligations of this Articling Contract

17. This Articling Contract may not be altered or amended except with approval of the AOLS

**Conflict Resolution**

18. In the event of a conflict between the Articling Surveyor/Supervisor and the Articling Student concerning this Articling Contract, the conflict should be resolved according to the Articling Surveyor's/Supervisor's internal procedures. If the conflict cannot be resolved the matter can be referred by either party to the AERC.

19. If there is any conflict between the terms of this Articling Contract and the terms of any Contract of Employment between the Articling Student and the Articling Surveyor, the terms of the Contract of Employment shall prevail.

This contract has been executed on

Date: \_\_\_\_\_

\_\_\_\_\_  
**Signed: *Articling Student***

\_\_\_\_\_  
**Articling Student's name: (IN CAPITALS)**

\_\_\_\_\_  
**Signed: *Articling Surveyor***

\_\_\_\_\_  
**Name of Articling Surveyor**

\_\_\_\_\_  
**Signed: *Articling Supervisor***

\_\_\_\_\_  
**Name of Articling Supervisor:**

\_\_\_\_\_  
**Signed: (On behalf of AOLS)**

\_\_\_\_\_  
**Name:**

\_\_\_\_\_  
**Title:**

\_\_\_\_\_  
**Date**