Work Integrated Learning (WIL) Agreement

This agreement must be completed by the Student and employer/partner (the "**PARTNER**") in full and then approved by the Faculty no later than the first day of the WIL/service learning experience (the "**EXPERIENCE**").

The purpose of the agreement is to:

- Provide contact information during the Experience.
- Provide acknowledgement of liability and risk management during the Experience.
- Identify safety, risk, and mitigations.
- Assist faculty in making an informed decision when approving work experiences. Faculty must consider if the Experience aligns with the program outcomes.

A student's Experience cannot begin until this agreement has been completed. "*" Denotes required fields

STUDENT CONTACT INFORMATION	
***Please check which program this form is for:** ☐ **Work Experience** ☐ **Service Learning**	
*Legal Name:	*NSCC Email #:
*Name Used, if not Legal:	*Personal Email:
*Student ID:	*Phone Number:
*Emergency Contact Name:	*Emergency Contact #:
*Campus:	*Program *Year of Study: First ☐ Second ☐
EMPLOYER/PARTNER CONTACT INFORMATION	
*Company/Organization Name:	
*Work site address with <u>postal code</u>:	
*Day to day Supervisor on the job/service learning (Name & Title):	
*Supervisor Phone:	*Supervisor Email:
FACULTY CONTACT INFORMATION	
Faculty:	Email:
Academic Chair:	Email:

WORK/SERVICE-LEARNING EXPERIENCE DETAILS (To be completed by the Employer/Partner)

***Student will be working:**	**Remotely** ☐	**On-Site** ☐	**Combination** ☐

*Start Date (mm/dd/yyyy)	*End Date (mm/dd/yyyy)

*Schedule: *Shift start & end time. For example: 9am-4pm*	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday

*Total # of Hours Per Week:	Paid ☐	Unpaid ☐	Compensation/hourly rate: *(if applicable)*

Student Activities & Learning Outcomes (only for Service Learning Experience):

***Student Responsibilities: Please provide a high-level overview of what the students will be working on/participating in during the Experience** *(To be completed by the Employer/Partner).*

RISK ASSESSMENT (to be completed by the Employer/Partner):

To determine if the work site is a safe working environment for students, and to ensure the Employer/Partner has appropriate liability insurance, NSCC reserves the right to inspect the workplace at any time prior to or during the work experience with respect to a safe work environment.

Will the student work with or be exposed to any of the following?		
Hazardous materials (e.g., chemical, biological) or WHMIS-controlled substances	☐ Yes	☐ No
Environmental extremes (e.g., hot, cold, dust/dirt in air, exposure to noise, etc.)	☐ Yes	☐ No
Moving vehicles/mobile equipment/driving or operating company vehicles	☐ Yes	☐ No
Animals, insects, poisonous or irritant plants	☐ Yes	☐ No
Environments requiring specialized supervision: e.g., bodies of water, confined spaces, working around firearms/explosives.	☐ Yes	☐ No

Are there any other risks or hazards related to the work the student will be performing or the work site that NSCC should be aware of?

<u>If you answered yes</u> to any of the above, please describe any control measures students must follow to minimize job hazards. *(Safe Work Procedures, onboarding procedures and training etc.).* **<u>Additionally</u>, please describe any personal protective equipment required for the tasks to be performed.**

Please note: If any answer is yes to any of the above, the student's Academic Chair will be required to give approval, prior to their work experience commencing.

Safety and Insurance Coverages

Safety is a core value at NSCC, and it is important that our students are in safe working and learning environments while on Experience. Appropriate coverages not only protects our students but also demonstrates that NSCC and the Employer/Partner promote a safe workplace and risk management practices.

Joint Safety Commitment

Both the NSCC and the Employer/Partner are committed to safety for Learners and employees, including providing a work and learning environment free from psychological and physical violence, harassment, sexual harassment, discrimination and bullying (collectively "**Prohibited Behavior**"). Both NSCC and Employer/Partner confirm that they each:

(a) maintain a written policy against Prohibited Behavior and set out procedures for investigation into complaints and incidents of Prohibited Behavior;

(b) are committed to investigating all complaints and incidents of Prohibited Behavior; and

(c) taking necessary corrective action and providing appropriate supports to address Prohibited Behavior.

The Employer/Partner must:

(a) immediately report to the NSCC upon learning of a complaint or incident of Prohibited Behavior or any workplace injury or illness concerning a Learner (a "**Report**").

(b) Provide further details of the Report by completing and providing the NSCC with an accident report form as attached as Schedule "C"

(c) Continue, without delay, to share available information with NSCC concerning a Report, status of the Learner and any investigation or further action being undertaken in relation to the Report with NSCC.

(d) If necessary, facilitate the NSCC in contacting the Learner.

While it is the primary responsibility of the Employer/Partner to maintain safety at its worksite, the Employer/Partner and NSCC shall work cooperatively in providing supports to a Learner impacted by an incident subject to a Report.

The Employer/Partner agrees to work in good faith and collaboratively with NSCC in addressing any concerns of safety or Prohibited Behavior in order to ensure Learners are provided with a safe environment as contemplated in this Agreement.

NSCC Insurance Coverage: NSCC students have insurance coverage through the Student Accident Insurance and the School Insurance Program ("**SIP**"). For international students and activities, additional Student Guard insurance for students is mandatory and the cost is covered by NSCC.

Employer/Partner Insurance Coverage: NSCC requires that the Partner carry general commercial liability insurance of at least two (2) million dollars. This not only protects our students, but also demonstrates that the Employer/Partner promotes a safe workplace and risk management practices.

The Partner agrees to maintain a commercial general liability policy for two (2) million dollars ($5 million for Experiences aboard marine vessels) and agrees to provide proof of insurance upon request from NSCC. **ADD INITIALS TO CONFIRM**: _____

If the Employer/Partner is requesting an exemption to this coverage requirement, please contact workexperience@nscc.ca and the Student's Academic Chair.

Student Insurance Coverage: The Student understands and agrees that insurance coverages of NSCC and Employer/Partner may not cover personal property or premises of the Student, including personal vehicles or home/remote workplace that may be used by the Student. The Student understands and agrees that they are responsible for securing personal property and/or premises insurance at Student's own cost.

LIABILITY, CONFIDENTIALITY AND INTELLECTUAL PROPERTY (Between NSCC and Partner)

General: NSCC and the Employer/Partner each agree that they are expected to responsibly manage matters within their control. Therefore, NSCC and the Employer/Partner (each a "**Party**") agrees that the Party are exclusively liable for any and all damages for bodily injury, personal injury and property damage or other losses (including to the other Party and to students) caused by the negligence, recklessness or willful misconduct of that Party, including that Party's employees, agents or contractors, unless such acts were carried out at the specific direction of the other Party.

Force Majeure: Notwithstanding the above, neither Party shall be liable for any damages relating to the performance, non-performance or delayed performance of its obligations under this Agreement which are the result of causes beyond its reasonable control, including without limitation, acts of God, pandemic (including, but not limited to, the COVID-19 pandemic), epidemic, strike, lockout, labour unrest, fire, flood, non-performance of software of equipment and any similar conditions.

Confidentiality: The Parties agree to keep confidential any information disclosed as between the Parties in order to facilitate cooperation as contemplated by this Agreement ("Confidential Information"). The Parties agree that they will use Confidential Information solely for the purposes of this Agreement and that they shall not disclose, whether directly or indirectly, to any third party such information other than is required to carry out the purposes of this Agreement.

Intellectual Property: Unless otherwise agreed to in writing between the Parties, each of the Parties shall retain its right of ownership to any intellectual property, including but not limited to, curricula or training materials developed at its own expense to fulfill the obligations of this Agreement.

DISPUTE RESOLUTION

NSCC and the Employer/Partner shall attempt, in good faith, to settle all disputes arising under this Agreement. In the event a dispute remains unresolved for a period of thirty (30) days, the Parties agree that disputes will be settled under the *Commercial Arbitration Act* (Nova Scotia), SNS 1995, c 5. The fees and disbursements of the mediator and/or arbitrator will be allocated evenly between the Parties. Each Party will bear their own costs for legal counsel.

TERM AND TERMINATION

This Agreement shall be of force and effect from the date of execution by both NSCC and the Employer/Partner and shall continue in force until _____(insert date), after which time it will terminate, unless renewed by the mutual consent of NSCC and the Partner in writing.

During the term of this Agreement, either NSCC or the Employer/Partner may terminate this Agreement on thirty (30) days written notice to the other Party without incurring any legal or financial liability, other than those liabilities already incurred.

NSCC and the Employer/Partner agree that if an Experience is underway at the time of termination of this Agreement, the Experience it will not be disrupted due to the termination of this Agreement and such ongoing Experience is to be completed in full, including the obligations of each Party in respect of the ongoing Experience.

The Liability and Dispute Resolution provisions will survive the expiry or termination of this Agreement.

NOTICE

All notices to be given pursuant to this Agreement shall be in writing and sent by email to the following:

NSCC	EMPLOYER/PARTNER
Contact Name:	Contact Name:
Position:	Position:
Email Address:	Email Address:
Telephone:	Telephone:
Notice shall be deemed to be received on the day of delivery.	

STUDENT AGREEMENT (Dated and signed by Student)

By signing below, you confirm that the above information is accurate. You further confirm that, should there be any changes during the term of your work Experience, you will notify your faculty.

I understand and agree:

1. I will be required to follow all of the Employer/Partner's policies, procedures, rules and regulations while I am participating in the Student Placement. I understand that some of the Partner's policies, procedures, rules and regulations will have ongoing obligations beyond the term of my Student Placement.

2. My placement for the Experience cannot compromise the service objectives of the Partner. I therefore understand that I will be assigned responsibilities only to the degree commensurate with my level of ability, and optimum learning will be provided without diminishing the quality of service. Assignment of responsibilities will be as agreed upon between the Partner and NSCC.

3. Clients of the Partner have a right to know that I am participating in a student placement Experience and must consent to participate in my student placement. I further understand that every client of the Partner has the right to refuse to be a participant in my student placement program and I will not participate in the services provided to a client who has declined to be a participant in my student placement.

4. I agree that I will comply with all of the Partner's reasonable requests for information.

5. I agree that I will follow the supervision and direction of the assigned preceptor/instructor for my Experience, whether that individual be a staff member from the Partner or a faculty member from NSCC.

6. I understand that I am responsible for maintaining appropriate behaviour while in the Partner's facilities, services and programs, and agree that I will at all times conduct myself with the utmost professionalism.

7. I understand that I am responsible for immediately reporting any unsafe conditions and bringing any issues of safety or inappropriate behavior to the attention of management of the Partner.

8. I understand that the Partner has safety policies and procedures in place and that I am both entitled and obligated to review all safety policies and procedures applicable to the work Experience.

9. I understand the importance of refraining from Prohibited Behavior, reporting and Prohibited Behavior I am aware of and coopering in the investigation of Prohibited Behavior.

10. During my WIL Experience NSCC and the Partner will need to communicate regarding my performance. The Freedom of Information and Protection of Privacy Act (FOIPOP) restricts the release of personal information without the informed consent of the person to whom it relates. By signing this agreement, I consent and authorize NSCC to share details regarding my contact information, attendance, job performance and health conditions (where necessary) with the Partner in order to obtain a credit for my WIL/Service Learning Experience.

To maintain privacy, security, and trust in professional and personal interactions, I agree to hold in confidence all information regarding clients, policies, and work materials that I may acquire or be privy to throughout my work Experience. It will, however, be necessary to share with my Faculty Advisor general information that is pertinent to my educational Experience.

I have reviewed NSCC's Work Integrated Learning Experience or Service-Learning Student Guide and agree to fulfill the responsibilities as outlined in the resource materials provided.

Date:	**Print Name & Signature:**

EMPLOYER/PARTNER AGREEMENT (Dated & Signed by Partner)

By signing below, you confirm that the above information is accurate. You further confirm that, should there be any changes to your answers to the above during the term of the student's WIL/service learning Experience, you will immediately notify NSCC.

We have reviewed NSCC's Work Experience Employer/Community Partner Guide and agree to fulfill the responsibilities as outlined in the resource materials provided. Yes ☐ No ☐

We agree to complete an orientation and job safety review on or before the student's first day of the work Experience. Yes ☐ No ☐

We agree to always provide direct supervision of the student learner during this work or service learning Experience. Yes ☐ No ☐							
I approve NSCC to retain my contact information for future communications. Yes ☐ No ☐							
If you answered No to any of the above, please connect directly with: workexperience@nscc.ca							
We would like to have contact with faculty:	Weekly	☐	Bi-Weekly	☐	Monthly	☐	
Date:	**Print Name & Signature:**						
FACULTY APPROVAL (To be completed by Faculty Member)							
If the employer answered yes to the risk section, please forward to the AC for review and approval. Use the following space to explain any additional information you would like the Academic Chair to be aware of. (*Add additional pages if necessary*)							
By signing below, you confirm that you have reviewed the details outlined in this agreement and approve the work/service learning Experience.							
Date:	**Print Name & Signature:**						