

## PLACEMENT AGREEMENT BETWEEN

**NOVA SCOTIA COMMUNITY COLLEGE**, a body corporate, with its central office located in the City of Halifax, Province of Nova Scotia ("**NSCC**")

**AND**

*[Insert name of placement Partner]* ("**Partner**")

(Each a "**Party**" and together, the "**Parties**")

Effective as of \_\_\_\_\_, 202 .

### BACKGROUND:

- A. NSCC delivers a \_\_\_\_\_ program to its students on several different campuses across Nova Scotia (the "**Program**");
- B. NSCC requires that students enrolled in the Program (the "**Learners**" and, singularly, the "**Learner**") receive certain practical experience during the term of the Program;
- C. The Partner operates \_\_\_\_\_ which [have/has] the necessary elements to provide practical experience for the Learners enrolled in the Program;
- D. The Parties have agreed to collaborate by placing Learners with the Partner for practical learning experiences related to the Program (the "**Student Placements**");

**IN CONSIDERATION OF THE PROMISES AND UNDERTAKINGS CONTAINED IN THIS AGREEMENT** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows (the "**Agreement**");

### 1.0 GENERAL

- 1.1 The Parties agree to cooperate, subject to the terms and conditions of this Agreement and subject to the specific terms and provisions respecting the Programs as set out in the attached Appendix "A" attached hereto and forming part of this Agreement, in the establishment and provision of Student Placements at the facilities of the Partner (the "**Facilities**").
- 1.2 The Parties agree that the maximum number of Learners attending the Facilities and the particulars of the attendance of each of the Learners, including location, day and time, will be agreed upon in advance by the Parties.
- 1.3 The Parties agree that there will be no remuneration paid by the Partner or NSCC to each other or to the Learners (except as outlined in section 1.4) in connection with the Student Placements and that each Party will bear its own costs incurred in relation to this Agreement.

- 1.4 The Parties agree that for any paid Student Placements where the Learner is compensated and considered an employee, the Partner must be eligible for Workers Compensation Board (WCB) coverage, unless exempt under the *Worker's Compensation Act*.
- 1.5 All Learners are subject to the policies, procedures and regulations of the Partner while they are participating in the Programs on the premises of the Partner.
- 1.6 The Partner does not accept responsibility for any financial costs incurred by the Learners during their attendance at the Facilities, including but not limited to meals and other costs relating to the placement in the Programs.

## **2.0 RIGHTS AND OBLIGATIONS OF NSCC**

- 2.1 NSCC shall be the sole liaison with organizations that may provide student assistance to the Learners, such as Human Resources and Development Canada, the Canada Student Loans Program, and the Department of Community Services.
- 2.2 NSCC will take reasonable measures to ensure that the Learners are aware of their responsibility to maintain appropriate behaviour while on the Partner's premises.
- 2.3 NSCC will submit objectives governing the Student Placement to the Partner within a reasonable time in advance of the placement of the Learners at the Facilities. Assignments for the practical experience of the Learners will be made according to the needs, experience, readiness, and educational preparedness of the Learners, as well as the educational objectives of the rotation.
- 2.4 NSCC will ensure that Learners participating in an educational rotation are selected according to criteria approved by NSCC and agreed to by the Partner.
- 2.5 NSCC agrees to:
  - 2.5.1 Lead the evaluations of the performance of each of the Learners in relation to their Student Placement;
  - 2.5.2 Advise the Learners of their responsibility to comply with all policies and procedures of the Partner while participating in the Student Placements including requiring the Learners to execute the Learner's Acknowledgment of Responsibility attached as Schedule "A";
  - 2.5.3 Select the Learners who will participate in the Student Placements and provide the list of names to the Partner; and
  - 2.5.4 Advise the Partner of the desired credentials of the Partner's staff who will supervise the Student Placements.

## **3.0 RIGHTS AND OBLIGATIONS OF THE PARTNER**

- 3.1 The Partner will, to the best of its ability, make appropriate resources available to the Learners to enable them to meet the competency objectives of NSCC.

- 3.2 The Partner will use its discretion to provide appropriate supervision of the Learners commensurate with the number of Learners, the skill level of the Learners, and the level of risk associated with the activities in which the Learners are involved.
- 3.3 The Partner agrees to:
- 3.3.1 Be responsible for the day-to-day management of the practical experience of each of the Learners;
  - 3.3.2 Be responsible for providing supervision of the Learners by qualified staff while the Learners are attending the Facilities and to complete competency evaluations of the Learners as requested by NSCC;
  - 3.3.3 Provide NSCC and each Learner participating in the Student Placement copies of all policies or procedures of the Partner which the Partner wants the Learners to be aware of and comply with;
  - 3.3.4 Except in extraordinary circumstances involving an immediate threat to the quality-of-service delivery by the Partner, confer with NSCC ahead of removing a Learner from the Facilities or otherwise terminating a Learner's Student Placement;
  - 3.3.5 Provide a safe working environment;
  - 3.3.6 Not require a Learner to perform any task outside the scope of training and ability of an average student at the same stage in the Learner's training; and
  - 3.3.7 Make appropriate resources available to the learners to enable them to meet the competency objectives of NSCC.

#### **4.0 CONFIDENTIALITY**

- 4.1 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**").
- 4.2 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.
- 4.3 The restrictions in Section 4.2 do not apply to any Confidential Information which:
- 4.3.1 is or becomes generally available to and known by the public, other than as a result of the Parties' unauthorized disclosure or material breach of this Agreement;
  - 4.3.2 was already in the Parties' possession or available to the Parties on a non-confidential basis before the commencement of the Agreement;

4.3.3 becomes available to the Parties on a non-confidential basis from a source not bound by a confidentiality obligation or agreement with the Parties; or

4.3.4 is required to be disclosed by law.

4.4 The Parties shall exercise all reasonable precautions to protect personal information from unauthorized access, disclosure, copying, use or modification and, in any event, treat any information which is “personal information” as defined in the *Personal Information Protection and Electronic Documents Act* (Canada), or substantially similar legislation enacted in Nova Scotia, and the *Freedom of Information and Protection of Privacy Act* (Nova Scotia), as amended, in accordance with these Acts.

## **5.0 INTELLECTUAL PROPERTY**

5.1 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.

## **6.0 LIABILITY AND INDEMNITY INSURANCE**

6.1 NSCC confirms that all Learners are insured for accidental injury by Nova Scotia Community College Student Accident Insurance sponsored through the School Insurance Program.

6.2 The Partner agrees to maintain a commercial general liability policy for two (2) million dollars and agrees to provide proof of insurance upon request from NSCC.

6.3 NSCC agrees to indemnify and save harmless the Partner, its employees, agents, and contractors from any and all damages for bodily injury, personal injury and property damage to which the Partner, its employees, agents, and contractors may become subject or liable as a result of the negligent acts, omissions, default, conduct or neglect of NSCC, its employees, agents, or contractors unless such negligent acts, omissions, default, conduct, or neglect are occasioned by the specific direction of the Partner, its employees, agents or contractors.

6.4 The Partner agrees to indemnify and save harmless NSCC, its employees, Learners, agents, and contractors from any and all damages for bodily injury, personal injury and property damage to which the NSCC, its employees, Learners, agents, and contractors may become subject or liable as a result of the negligent acts, omissions, default, conduct or neglect of the Partner, its employees, agents, or contractors unless such negligent acts, omissions, default, conduct, or neglect are occasioned by the specific direction of NSCC, its employees, agents or contractors. Such indemnification shall survive the termination of this Agreement.

## **7.0 DISPUTE RESOLUTION**

7.1 NSCC and the Partner shall attempt, in good faith, to settle all disputes arising under this Agreement.

7.2 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.

7.3 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.

## 8.0 TERM AND TERMINATION

8.1 This Agreement shall be in force for a period of [redacted] year(s) from the date first written above and shall be deemed to be renewed yearly unless either Party provides the other with notice of termination prior to May 1 of any given year, as applicable.

8.2 The provisions of Articles 4, 5, 6 and 7 will survive the expiry or termination of this Agreement.

8.3 During the term of this Agreement, either Party 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.

8.4 The Parties agree that if a Student Placement is underway at the time of termination of this Agreement, it will not be disrupted due to the termination of this Agreement and such ongoing Student Placement is to be completed in full, including the obligations of each Party in respect of the ongoing Student Placement.

## 9.0 NOTICE

9.1 All notices to be given pursuant to this Agreement shall be in writing and either hand delivered or faxed to the following:

### NSCC

Contact Name:  
Position:

Address:

Telephone: '  
Fax:

### PARTNER

Contact Name:  
Position:

Address:

Telephone:  
Fax:

Notice shall be deemed to be received on the date of delivery.

## 10.0 AUTHORIZED REPRESENTATIVE

10.1 The Partner's Authorized Representative is:

Name:  
Address:  
Phone:  
Email:

or their successor, and has the authority to enter into this Agreement on the Partner's behalf.

10.2 If the Partner's Authorized Representative changes at any time during the term of this Agreement, the Partner must immediately notify the NSCC. A change in the Partner's Authorized Representative does not alter the Parties' entitlement to rely on the current Agreement as binding and enforceable.

#### **11.0 GENERAL TERMS**

11.1 **Entire Agreement.** This Agreement, [including Appendix "A" attached hereto,] constitutes the entire understanding between the Parties with respect to the Programs.

11.2 **Further Assurances.** The Parties agree that they will do all acts and things as may be necessary and desirable to carry out the intent and purpose of and to give full effect to this Agreement and every part of this Agreement.

11.3 **Assignment.** Neither NSCC or the Partner may assign this Agreement in whole or in part without the prior written consent of the other Party.

11.4 **Amendments.** Any provision in this Agreement may be amended by the mutual agreement of both Parties in writing. No change or amendment to this Agreement is valid otherwise.

11.5 **Severability.** The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of the remaining provisions hereof.

11.6 **Force Majeure.** 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.

11.7 **Headings.** The headings used in this Agreement are for the convenience of reference only and shall not be used in the construction or interpretation of this Agreement.

11.8 **Counterparts.** This Agreement may be executed by either Party in original, electronic or facsimile form, each of which counterparts so executed shall be deemed to be an original and such counterparts together shall constitute a single instrument bearing the date first written above.

11.9 **Governing Law.** This Agreement shall be construed and governed by the laws of the Province of Nova Scotia and the laws of Canada applicable therein.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by the duly authorized individuals named hereunder as of the date first written above.

**NOVA SCOTIA COMMUNITY COLLEGE**

Per:  
Name:  
Title:

Per:  
Name:  
Title:

**APPENDIX "A"**

**[Insert specific Terms and Conditions relating to the Program]**





