

Work Integrated Learning (WIL) Agreement



This agreement must be completed by the Student and employer/community 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
- Provides acknowledgement of liability and risk management during the Experience.
- Identify safety, risk, and mitigations.
- To 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: <input type="checkbox"/> Work Experience <input type="checkbox"/> 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 <input type="checkbox"/> Second <input type="checkbox"/>
EMPLOYER/COMMUNITY 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 Partner)

*Student will be working:		Remotely <input type="checkbox"/>	On-Site <input type="checkbox"/>	Combination <input type="checkbox"/>			
*Start Date (mm/dd/yyyy)			*End Date (mm/dd/yyyy)				
*Schedule:	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<i>Shift start & end time. For example: 9am-4pm</i>							
*Total # of Hours Per Week:	Paid <input type="checkbox"/>	Unpaid <input type="checkbox"/>	Compensation/hourly rate: <i>(if applicable)</i>				

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 (To be completed by the employer/community partner).**

RISK ASSESSMENT (to be completed by 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	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Environmental extremes (e.g., hot, cold, dust/dirt in air, exposure to noise, etc.)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Moving vehicles/mobile equipment/driving or operating company vehicles	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Animals, insects, poisonous or irritant plants	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Environments requiring specialized supervision: e.g., bodies of water, confined spaces, working around firearms/explosives.	<input type="checkbox"/> Yes	<input type="checkbox"/> 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?

If you answered yes 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.). Additionally, 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.

INSURANCE COVERAGES (Employer/ Community partner information)

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/CommunityPartner promote a safe workplace and risk management practices.

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.

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/CommunityPartner 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 Partner is requesting an exemption to this coverage requirement. Please contact workexperience@nsc.ca and the Student’s Academic Chair.

LIABILITY

General: NSCC and the Partner each agree that they expected to responsibly manage matters within their control. Therefore, NSCC and the 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.

DISPUTE RESOLUTION

NSCC and the 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/Community 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/Community 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/Community Partner agree that if an Educational Program 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 Educational Program is to be completed in full, including the obligations of each Party in respect of the ongoing Program.

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/COMMUNITY 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.

During your 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 Employer)

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 students' 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@nsc.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: