

WUSC COLLABORATIVE AGREEMENT - VOLUNTEER OPPORTUNITIES (the "Agreement")

This Agreement dated as of January 17, 2023, is by and between:

North Island College a legally constituted corporation with its head office at 2300 Ryan Road, Courtenay, B.C. V9N 8S6 (the "Participant Organization")

AND

World University Service of Canada, a legally constituted corporation with its head office at 1404 Scott Street, Ottawa (Ontario), Canada, K1Y 4M8, ("**WUSC**").

(collectively the Participant Organization and WUSC are the "Parties", each a "Party")

WUSC is a Canadian international development organization and volunteers are at the heart of WUSC's international development efforts.

Through WUSC's overseas development programming, we harness the expertise of Canadian volunteers to enhance program delivery. These are unique short-, medium-, and long-term opportunities to contribute directly to WUSC's broader work in education, empowerment and economic opportunities around the world.

Our vision is a better world for all young people. It is a more inclusive, equitable, and sustainable world in which all young people, especially women and refugees, are empowered to secure a good quality of life for themselves, their families, and their communities.

Our Mission: We work with a diverse network of students, volunteers, institutions, governments, and businesses to improve education, economic, and empowerment opportunities for young people.

For more information on the volunteer opportunities with WUSC, our programming approach and countries of focus please visit: wusc.ca

WHEREAS Global Affairs Canada ("**GAC**") has made a financial contribution to WUSC toward the implementation of the WUSC Volunteer Cooperation Program and other WUSC programming;

AND WHEREAS WUSC engages with Canadian institutions and organizations who contribute to international development;



AND WHEREAS WUSC, through its overseas development programming, provides opportunities for institutions to offer international, skills-based volunteering assignments to their employees, and members or students:

AND WHEREAS the Participant Organization seeks to contribute to the aims of WUSC by participating in WUSC overseas development programming and its respective volunteering opportunities;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1: DEFINITIONS

- 1.1 "Action" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory, investigative or otherwise, whether at law, in equity or otherwise.
- 1.2 **"Claim**" means any Action brought against a Person entitled to indemnification under Article 14.
- "Intellectual Property Rights" means all industrial and other intellectual property rights comprising or relating to: (i) patents; (ii) trademarks; (iii) internet domain names, whether or not trademarks, registered by any authorized private registrar or governmental authority, web addresses, web pages, website and URLs; (iv) works of authorship, expressions, designs and industrial design registrations, whether or not copyrightable, including copyrights and copyrightable works, software and firmware, data, data files, and databases and other specifications and documentation; (v) trade secrets; and (vi) all industrial and other intellectual property rights, and all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection under the Laws of any jurisdiction throughout in any part of the world.
- **"Law"** means any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, governmental order or other requirement or rule of law of any governmental authority.
- 1.5 **"Volunteer"** means an employee, student or member of the Participant Organization who is selected for a Volunteer Assignment.
- 1.6 **"Volunteer Assignment"** means an opportunity for a Volunteer to share skills and knowledge with a WUSC local partner in a developing country.



- 1.7 **"Volunteer Contract"** means an agreement signed by WUSC with each Volunteer detailing the Volunteer Assignment along with dates and conditions of the assignment.
- 1.8 "Volunteer Cooperation Program" means harnessing the knowledge, capacity and expertise of skilled Canadians through volunteer mandates to assist developing country partners to improve their performance, advocate for gender equality, and implement more sustainable, innovative and inclusive initiatives or services for poor and marginalized youth, particularly young women.

ARTICLE 2: NATURE OF AGREEMENT

Under the terms and conditions outlined in this Agreement, WUSC and the Participant Organization agree to:

- 2.1 Engage to recruit **up to three** employees of Participant Organization as Volunteers. A greater number of Volunteer Assignments is possible based on mutual agreement between the Parties.
- 2.2 The duration of the Volunteer Assignment will be for a minimum of three (3) weeks in the country of assignment and shall be set out more specifically in the Volunteer Contract.
- 2.3 The Volunteers will be subject to the WUSC Volunteer Standards & Policies Manual attached hereto as **Annex "C"** and the WUSC Volunteer Code of Conduct attached hereto as **Annex "E"**, which governs the conditions and conduct for all WUSC Volunteers.
- 2.4 This Agreement applies to the activities described herein. The involvement of the Participant Organization or WUSC in any other activity will require a separate agreement.
- 2.5 This Agreement shall be valid for a period of one (1) year commencing on April 1, 2023 and shall terminate on March 31, 2024.

ARTICLE 3: PARTICIPANT ORGANIZATION OBLIGATIONS

The Participant Organization shall be responsible for:

- 3.1 Identifying an official representative to act as primary point of contact with WUSC, to ensure follow up regarding the activities related to this Agreement and to keep the appropriate personnel at the Participant Organization informed;
- 3.2 Marketing Volunteer Assignment opportunities in such venues as the Participant Organization deems appropriate to raise awareness of the opportunities;
- Participating in the Volunteer recruitment and selection process with WUSC representatives. WUSC reserves the right to make the final volunteer selection decision;



- 3.4 Making a financial contribution to the WUSC Volunteer Cooperation Program for each Volunteer Assignment as detailed in **"Annex A"** attached hereto. In the event that the Participant Organization wishes to fund other WUSC initiatives, WUSC can provide additional support for these purposes, upon request.
- 3.5 Permitting selected Volunteers to participate in pre-departure training;
- 3.6 Supporting and encouraging Volunteers, upon their return, to share their experiences within the Participant Organization; and
- 3.7 Sharing its security contacts and protocols with WUSC and adhering to WUSC safety and security responsibilities and approaches, as outlined in Article 12.

ARTICLE 4: WUSC OBLIGATIONS

WUSC shall be responsible for:

- 4.1 Identifying an official representative to act as primary point of contact with the Participant Organization, to ensure follow up regarding the activities related to this Agreement and to keep the appropriate personnel at WUSC informed;
- 4.2 Providing the Participant Organization with information relevant to the Volunteer Assignments, including assignment descriptions and travel dates as outlined in the Volunteer Contracts;
- 4.3 Managing the Volunteer candidate selection process, by considering the recommendations and candidates referred by the Participant Organization. WUSC shall at all times reserve the right to make the final decision regarding the selection of Volunteers.
- 4.4 Following the selection of a Volunteer and the execution of a Volunteer Contract, WUSC shall be responsible for the Volunteer Assignment including, without limitation, the activities detailed in Annex B hereto.

ARTICLE 5: WUSC'S RELATIONSHIP WITH VOLUNTEERS

- 5.1 For the duration of the Volunteer Assignment, responsibility for the Volunteer will be undertaken exclusively by WUSC in the context of the WUSC's overseas development programming.
- 5.2 All Volunteer responsibilities and conditions are described in the Standards & Policies Manual (attached hereto as **Annex "C"**), the WUSC Volunteer Code of Conduct (attached hereto as **Annex "E"**), and the Volunteer Contract.
- The Parties hereby acknowledge and agree that the Volunteers shall never be considered WUSC employees and shall always be WUSC Volunteers in the context of this Agreement.



- 5.4 The Volunteers shall not be eligible to participate in any benefit or compensation plans offered by WUSC to its employees, including, without limitation, any payments under any employment standards legislation.
- 5.5 WUSC shall have no liability or responsibility for withholding or remitting any income, payroll, or other federal or provincial taxes, including employment insurance remittances, Canada Pension Plan contributions or employer health tax, or worker's compensation insurance premiums for the Volunteers. The Participant Organization shall be responsible for these withholding, remitting and registration obligations, and shall indemnify WUSC from and against any order, penalty, interest, taxes or contributions that may be assessed against WUSC due to the failure or delay of the Participant Organization to make any such withholdings, remittances or registration, or to file any information required by any law.
- The Participant Organization shall be fully responsible for the employment of the Volunteers and shall indemnify WUSC against any claims made by or on behalf of any of the Volunteers, including, without limitation, any claim for unpaid wages, overtime, vacation pay, or any other claim under employment standards legislation, reasonable notice of termination, or any other claim whether arising pursuant to contract, statute, common law or otherwise. This Section 5.6 shall survive the termination of this Agreement and remain binding on the Participant Organization.
- 5.7 The Participant Organization recognizes that WUSC has a strong commitment to safeguarding and child protection and has a strict set of policies that outline expected standards. Policies relating to Child Protection, Anti-Harassment, Prevention of Sexual Exploitation and Abuse and Whistleblowing are defined in the WUSC Volunteer Code of Conduct attached hereto as **Annex "E"**. Failure by a Volunteer to adhere to these policies will be grounds for end of contract, dismissal or non-selection.

ARTICLE 6: COMMUNICATION AND INTELLECTUAL PROPERTY

- 6.1 The Parties agree that WUSC may use the material and communications tools produced during the Volunteer Assignments or by a Volunteer on their return in its efforts to promote Canadian outreach in international cooperation activities.
- The Parties agree that WUSC may use the Participant Organization name and logos on the WUSC website, presentations and promotional materials for the WUSC program. Outside of this use, WUSC and the Participant Organization shall not use each other's names or logos without written authorization.
- 6.3 Subject to the terms and conditions of this Agreement, the Participant Organization shall indemnify, defend and hold harmless WUSC from and against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, fees and the costs of enforcing any right to indemnification under this Agreement ("Losses") arising out of any Claim of a third party alleging infringement of any Intellectual Property Right of a third party.



ARTICLE 7: FINANCIAL CONTRIBUTIONS

- 7.1 The Participant Organization shall be responsible for making a financial contribution of \$6000 CAD per Volunteer to WUSC when sending a Volunteer on a Volunteer Assignment. The financial contribution shall be defined in an invoice issued by WUSC to the Participant Organization (the "**Financial Contribution**").
- 7.2 The Financial Contribution payable by the Participant Organization shall be due and payable in full to WUSC no later than two (2) weeks before the departure date of the Volunteer as detailed in the Volunteer Contract. All contributions shall be made payable to WUSC.
- 7.3 In the event that a Volunteer must withdraw from their Volunteer Assignment for any reason prior to their departure, WUSC shall reimburse the Financial Contribution made by the Participant Organization after deducting all of the expenses incurred by WUSC (i.e. flight cancellation costs, housing deposit, visa fees, etc.). WUSC shall retain a minimum of \$500 CAD from the Financial Contribution.
- 7.4 In the event that a Volunteer must terminate their Volunteer Contract prematurely for any reason once already departed, WUSC shall not reimburse the Financial Contribution made by the Participant Organization.

ARTICLE 8: REPATRIATION AND FORCE MAJEURE EVENTS

- In the event a Parties chooses to repatriate one or more Volunteers, the Financial Contribution(s) made to WUSC shall not be reimbursed, with the exception of situations beyond any Party's control including, without limitation the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, tsunami or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; and (h) epidemic, public health emergency, communicable disease outbreak, famine, plague, or other natural calamities and acts of God.
- 8.2 In the event of repatriation of a Volunteer due to a Force Majeure Event, the Parties shall negotiate a reasonable reimbursement amount based on the costs incurred where appropriate. WUSC shall facilitate the early return of any Volunteer, if necessary, including, without limitation, incurring costs associated with changing flights.
- 8.3 In any event of repatriation, the Volunteer shall be responsible for reimbursing WUSC for any overpaid living allowances.

ARTICLE 9: NOTICES

9.1 All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "**Notice**") must be in writing and addressed to the other Party at its



address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Article 9). All Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid).

9.2 Notwithstanding the foregoing, Notice given by facsimile or email (with confirmation of transmission) will satisfy the requirements of this Article 9. Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Article 9.

Notice to the Participant Organization: 2300 Ryan Road

Courtenay, BC, Canada, V9N 8N6

Email: Romana.Pasca@nic.bc.ca

Attention: Manager, International Partnerships and Global

Education

Notice to WUSC: 1404 Scott Street

Ottawa (Ontario), Canada, K1Y 4M8

Email: kmajor@wusc.ca

Attention: Senior Program Officer

ARTICLE 10: TERMINATION AND WITHDRAWAL

- 10.1 Either Party may terminate this Agreement in writing at any time for any reason, or further to an event that could compromise the success of the collaboration between the Parties including, but not limited to, the loss or decrease of financial support from GAC.
- The Party terminating this Agreement, or in the case of the expiration of this Agreement, each Party, shall not be liable to the other Party for any damage of any kind (whether direct or indirect) incurred by the other Party by reason of the expiration or earlier termination of this Agreement. Termination of this Agreement will not constitute a waiver of any of either Party's rights, remedies or defences under this Agreement, at law, in equity or otherwise.

ARTICLE 11: DISPUTE SETTLEMENT

11.1 All questions, controversy, or claims arising out of or relating to this Agreement shall be settled by arbitration in accordance with the *Arbitration Act*, 1991 (Ontario) as amended from time to time by a single arbitrator (the "**Arbitrator**") appointed by the mutual agreement of the Parties hereto; and failing such agreement by the Senior Regional Justice of the Ontario Superior Court in Ottawa.



- 11.2 The arbitration will take place in the City of Ottawa and be conducted in English unless otherwise agreed to by the Parties thereto.
- 11.3 The Arbitrator has the right to grant legal and equitable relief including injunctive relief and the right to grant permanent and interim injunctive relief. The Arbitrator shall not amend or otherwise alter the terms and conditions of this Agreement. The Arbitrator shall render a decision within ninety (90) days after their appointment as Arbitrator.
- 11.4 The Parties shall keep the existence of any dispute, the arbitration and the final award of the Arbitrator and the terms thereof confidential and shall not disclose the same other than to their respective professional advisors.
- 11.5 The final award of the Arbitrator shall be a condition precedent to an action in any court, including but not limited to an action to determine procedural or other issues involving the arbitration itself, and such award shall be final and binding on the Parties with no appeal to any court. The Parties hereby agree to carry out any decision or order of the Arbitrator in good faith.

ARTICLE 12: SAFETY, SECURITY, SAFEGUARDING

- 12.1 WUSC shall be responsible for the safety and security of Volunteers during their Volunteer Assignment, as indicated by the dates in the Volunteer Contract, and in accordance with the WUSC Safety and Security Policy attached hereto as **Annex "D"**.
- 12.2 WUSC shall respect Volunteer confidentiality in the event of an incident, which may include, without limitation, breach of the Code of Conduct (attached hereto as **Annex "E"**), and personal medical disclosures.
- 12.3 WUSC shall actively monitor the risk levels and country context of the countries where they send Volunteers. In the event of a safety and security incident, WUSC shall work with the Participant Organization to ensure clear communication of important details.
- 12.4 WUSC and the Participant Organization agree to follow the safety and security protocol as outlined in the WUSC Safety and Security Policy (attached hereto as **Annex "D"**) as well as the guidelines outlined in the Volunteer Code of Conduct Annex E.

ARTICLE 13: LAW AND JURISDICTION

13.1 This Agreement including all schedules, exhibits, attachments and appendices attached hereto or thereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the Province of Ontario, and the federal laws of Canada applicable therein. The Parties hereby acknowledge and agree that they will not object to the forum for any reason.



ARTICLE 14: INDEMNIFICATION

- 14.1 Subject to the terms and conditions of this Agreement, each Party (as "Indemnifying Party") shall indemnify, defend and hold harmless the other Party and its Representatives, officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including legal fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by Indemnified Party (collectively, "Losses"), arising out or resulting from any Claim of a third party or Party resulting from the Volunteer Assignment alleging:
 - a. Material breach or non-fulfillment of any representation, warranty or covenant under this Agreement by Indemnifying Party or Indemnifying Party's personnel;
 - b. any negligent or more culpable act or omission of Indemnifying Party or its personnel (including any recklessness or wilful misconduct) in connection with the performance of its obligations under this Agreement;
 - c. any bodily injury, death of any person or damage to real or tangible personal property caused by the acts or omissions of Indemnifying Party or its personnel; or
 - d. any failure by Indemnifying Party or its personnel to comply with any applicable Laws.
- 14.2 Exceptions and Limitations on Indemnification. Notwithstanding anything to the contrary in this Agreement, Indemnifying Party is not obligated to indemnify or defend Indemnified Party against any claim (direct or indirect) if such claim or corresponding Losses arise out of or result from, in whole or in part, Indemnified Party's:
 - a. negligence or more culpable act or omission (including recklessness or wilful misconduct); or
 - b. bad faith failure to comply with any of its obligations set forth in this Agreement.

ARTICLE 15: MISCELLANEOUS

- 15.1 <u>Further Assurances.</u> Upon a Party's reasonable request, the other Party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.
- 15.2 <u>Entire Agreement.</u> This Agreement, including all related exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, conditions and warranties, both written and oral, with respect to such subject matter.



- 15.3 Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, attachments and appendices mean the sections of, and exhibits, schedules, attachments and appendices attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties drafted this Agreement without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein. Except as otherwise expressly provided in this Agreement, all dollar amounts referred to in this Agreement are stated in Canadian currency.
- 15.4 <u>Headings</u>. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.
- 15.5 <u>Severability</u>. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 15.6 <u>Amendment and Modification.</u> No amendment to or modification of or rescission, termination or discharge of this Agreement is effective unless it is in writing, identified as an amendment, rescission, termination or discharge of this Agreement and signed by an authorized representative of each Party.
- 15.7 <u>Assignment</u>. The Participant Organization may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of WUSC. WUSC may assign any of its rights or delegate any of its obligations to any person, any affiliate or to any person acquiring all or substantially all of WUSC's assets. Any purported assignment or delegation in violation of this Section 15.7 is null and void. No assignment or delegation relieves the assigning or delegating Party of any of its obligations under this Agreement.
- 15.8 <u>Successors and Assigns.</u> This Agreement is binding on and enures to the benefit of the Parties to this Agreement and their respective successors and assigns.
- 15.9 <u>Counterparts.</u> This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic



transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

NORTH ISLAND COLLEGE

Name: Dr. Lisa Domae

Title: President, North Island

College

WORLD UNIVERSITY SERVICE OF CANADA

By: Erin Bataron

Name: Erin Bateman

Title: Director, WUSC VCP



ANNEX A: WUSC Volunteer Opportunities PARTICIPANT ORGANIZATION'S CONTRIBUTIONS

WUSC, through its overseas development programming, provides opportunities for employers to offer short-term, international, skills-based volunteering assignments to their employees and members (the "**Volunteers**").

Canadian Participant Organization contributions to WUSC for 2023-2024:

\$6000 CAD contribution per volunteer

WUSC will provide the Participant Organization with the following:

- Support for the Participant Organization's promotion and recruitment efforts relating to WUSC corporate volunteer opportunities;
- Recognition in WUSC's promotional and outreach initiatives in Canada, including annual reporting;
- Regular communication regarding the Volunteer application process and assignment updates; and
- Invitation to events organized by WUSC or members of WUSC's network.

The Volunteers will receive the following:

- Pre-departure training and departure readiness (flights, vaccines, visas, insurance);
- In-country orientation, accompaniment, accommodation, transport to off-site locations and living allowance:
- Post-departure debriefs and assessment of experience;
- Volunteer support from WUSC local country staff during the Volunteer Assignment and in case of emergencies.



ANNEX B: WUSC VOLUNTEER OPPORTUNITIES VOLUNTEER CONDITIONS

WUSC will provide Volunteers with the following:

Assignment development:

• Plan and coordinate the Volunteer Assignment and guide the Volunteer in their preparations in Canada and overseas.

Pre-departure readiness including:

- Provide return transportation from Canada to assignment location (airfare and local ground transportation);
- Provide medical travel insurance through the WUSC program's primary insurer;
- Provide a pre-departure training session aimed at preparing the Volunteer to meet the objectives of their Volunteer Assignment and to get familiar with the working and living conditions overseas;
- Reimburse or pay the cost of administrative and preparatory items, including visas, WUSC's mandatory and recommended vaccinations and travel medications as per the WUSC Volunteer Insurance Policy.

Overseas support:

- Ensure a Volunteer reception upon arrival in-country and accompaniment to their accommodation:
- Provide safe and secure accommodations that are consistent with local standards;
- Provide a modest monthly living allowance for the duration of the assignment, to help cover the cost of living (food, local transportation, personal needs, communication, etc.) as specified in the Volunteer Contract;
- Provide an in-country orientation upon arrival;
- Greet and accompany the Volunteer to their accommodation and partner organization upon arrival in country;
- Support the Volunteer with the completion of their end of assignment report;
- WUSC local country staff will support the Volunteer during their Volunteer Assignment and are available in case of emergencies.

Upon return to Canada:

- Post departure debrief and opportunity to share feedback with Canadian WUSC staff.
- Public engagement opportunities with their networks and colleagues



ANNEX C: WUSC Volunteer Standards and Policies Manual

Please see the attached document.



ANNEX D: WUSC Safety and Security Policy

Please see the attached document.



ANNEX E: WUSC Volunteer Code of Conduct

Please see the attached document.