



Employer Participation Agreement

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Article I. About Skills International

SkillsInternational.ca is an on-line, searchable database of candidate profiles that is dedicated exclusively to profiling the skills of immigrant job seekers in Ontario. The first of its kind in Canada, this tool unites pre-screened, internationally trained individuals with employers who need their skills. It is cost effective, efficient and easy to use.

Skills International.ca is a collaborative project of the Waterloo Region District School Board, WIL Employment Connections (London) and COSTI. As partners, this collaborative accessed funds through the Ontario Trillium Foundation from June 2004 - December 2006.

Article II. Definitions

Section 2.01 Participating EMPLOYER

A PARTICIPATING EMPLOYER (referred to hereafter as “the EMPLOYER” or “this EMPLOYER”)

- i) is a company that employs individuals in Canada
- ii) has signed the Skills International Employer Participation AGREEMENT
- iii) agrees to terms and conditions for using Skills International
- iv) Placement and/or recruitment firms **do not** qualify as participating EMPLOYERS under this AGREEMENT

Section 2.02 Participating AGENCY

A PARTICIPATING AGENCY (referred to hereafter as “the AGENCY” or “this AGENCY” or “AGENCIES”)

- i) is a nonprofit, community-based training agency that delivers employment preparation services to immigrants in Ontario
- ii) has signed the Skills International Agency Participation AGREEMENT
- iii) has remitted an annual sustaining fee of \$500
- iv) agrees to the Skills International minimum standards and definition to qualify a CANDIDATE as “work ready”
- v) is actively involved in marketing clients to local employers for employment purposes

Section 2.03 CANDIDATE

An individual profiled on SkillsInternational.ca is referred to as a “CANDIDATE”.

- i) A CANDIDATE on SkillsInternational.ca is an immigrant who is an internationally trained individual, professional, or skilled trades person.
- ii) CANDIDATES are working on employment preparation with an immigrant serving agency that delivers such services in Ontario.
- iii) CANDIDATES profiled on SkillsInternational.ca have been assessed as work ready (as defined in 2.04 of this AGREEMENT) by the AGENCY that has posted their profile.

Section 2.04 Work Ready

In order for a candidate to be posted on SkillsInternational.ca and qualify as “Work Ready”, the Candidate must:

- i) be legally permitted to work in Canada
- ii) be registered with an immigrant serving agency that provides employment related counselling, training and/or services to newcomers
- iii) be assessed at Canadian Language Benchmark Level 7 or higher (LINC or Language Instruction for Newcomers to Canada Level 5)
- iv) have a clearly defined job goal and an employment action plan to support the steps in achieving the goal
- v) have a professional self-marketing package including sample cover letters, resume and references
- vi) have participated in interview preparation theory and practical experience as part of an employment preparation program in Canada
- vii) be referred by a staff contact at a PARTICIPATING AGENCY (see 2.01)
- viii) have explored and addressed with an employment preparation professional the following:
 - a. Known barriers to employment such as child care arrangements, a transportation plan etc.
 - b. Understanding of provincial employment standards
 - c. Canadian workplace culture and language (idioms, slang etc.)
 - d. Canadian employer expectations of employees
 - e. Licensure requirements in their field if it is a regulated profession
 - f. Sector specific terminology requirements of their field
 - g. Standards and codes specific to their profession
 - h. Minimum technology standards to work in their industry

Article III. EMPLOYER Participation

Section 3.01 Terms and Conditions of Use

The following terms and conditions are agreed to and will be upheld:

- i) _____ is an EMPLOYER as defined in section 2.01 of this Agreement.
- ii) An EMPLOYER ADMINISTRATOR will be assigned by this EMPLOYER who will be the primary point of contact to Skills International staff
- iii) This EMPLOYER will keep confidential all log-in and password information assigned and will NOT share it/them with any other organization, thereby allowing them access to CANDIDATE profiles on Skills International
- iv) This EMPLOYER will ensure that all USERS given log-in and password access to SkillsInternational.ca are employees of the EMPLOYER
- v) This EMPLOYER will ensure that all USERS given log-in and password access to SkillsInternational.ca are aware of the EMPLOYER'S commitment to confidentiality and non-solicitation (defined in 3.02 and 3.03 of this AGREEMENT)
- vi) This EMPLOYER will ensure that all USERS given log-in and password access to SkillsInternational.ca are aware of the EMPLOYER EXPECTATIONS outlined Article IV of this AGREEMENT

Section 3.02 Confidentiality

All USERS at our company agree to maintain confidentiality when using this site as follows:

- i) USERS will NOT share the CANDIDATE PROFILE information found on SkillsInternational.ca with any other organization in any way.
- ii) USERS will not share user information including log-in and password with any other individual

Section 3.03 Non-solicitation

All USERS at our company agree to the following conditions of non-solicitation:

- i) All CANDIDATE information found on SkillsInternational.ca will be used for the sole purpose of employment or potential employment
- ii) USERS at this EMPLOYER will NOT use SkillsInternational.ca for purposes of solicitation not related to the employment of candidates on Skills International
- iii) USERS at this EMPLOYER will NOT use the CANDIDATE PROFILE information for purposes of solicitation not related to the hiring and or evaluation of the candidate
- iv) USERS at this EMPLOYER will NOT solicit CANDIDATES in any way excluding employment opportunities for the employer

Section 3.04 EMPLOYER ADMINISTRATOR Responsibilities

The EMPLOYER ADMINISTRATOR will:

- i) Be the primary contact for the EMPLOYER to Skills International project staff
- ii) Understand, uphold and ensure compliance to all the terms and conditions of this AGREEMENT
- iii) Provide a list of USERS at your company requiring login accounts on Skills International
- iv) Ensure that USERS at your company are employees of the company who are actively involved in recruitment and/or hiring for your company
- v) Ensure that all EMPLOYER USERS are fully trained on how to create and conduct searches
- vi) Ensure that EMPLOYER USERS abide by the terms and conditions of this AGREEMENT
- vii) Ensure that all EMPLOYER USERS have read and understand the EMPLOYER EXPECTATIONS set out in Article IV of this AGREEMENT

Section 3.05 EMPLOYER ADMINISTRATOR Contact Information

Our company has designated one individual as our EMPLOYER ADMINISTRATOR. The EMPLOYER ADMINISTRATOR for this EMPLOYER is

_____	_____
Name	Title
_____	_____
Email address	Phone number

Section 3.06 EMPLOYER USER responsibilities

EMPLOYER USERS will:

- i) complete searches for the sole purposes of hiring or potentially hiring CANDIDATES
- ii) not share their log in data and password with anyone
- iii) not share or forward CANDIDATE profile information with anyone outside the company or not directly involved in the evaluation and hiring of potential candidates
- iv) contact CANDIDATES directly OR the AGENCY STAFF CONTACT for the CANDIDATE if they wish to interview the CANDIDATE for hiring or placement purposes
- v) understand fully the EMPLOYER EXPECTATIONS set out in Article IV of this AGREEMENT
- vi) comply with obligations set out in the Personal Information Protection and Electronic Documents Act when using the information found on SkillsInternational.ca
- vii) Notify Skills International if they have hired a Skills International candidate

Section 3.07 EMPLOYER Fee

- i) There is NO FEE to participating EMPLOYERS to use SkillsInternational.ca at the present time
- ii) It is anticipated that after October 31, 2008 there will be a nominal annual fee for the continued use of Skills International (which is to be determined). Employers will be provided with advanced notice prior to the actual date, and will have the option to continue using Skills International or terminating the partnership
- iii) Employers are able to perform unlimited searches and post an unlimited number of opportunities on Skills International
- iv) Skills International does not charge EMPLOYERS a fee for hiring CANDIDATES
- v) Skills International is a collaborative project of registered charities and/or nonprofit organizations. Donations to the project are invited and payable to the Lead Agency as follows:

WIL Counselling and Training for Employment
C/o Skills International
141 Dundas Street, 4th Floor
London, Ontario N6A 1G3
519.663.0774 (phone)
519.663.5377 (fax)

Section 3.08 Assignment/Subcontracting

The EMPLOYER PARTICIPATION AGREEMENT may not be re-assigned by the EMPLOYER or subcontracted with any other person or entity with respect to its obligations hereunder without expressed written consent of Skills International.

Section 3.09 AGREEMENT Termination

- i) The EMPLOYER may terminate this AGREEMENT upon written instruction to Skills International
- ii) Skills International reserves the right to terminate an EMPLOYER'S use of SkillsInternational.ca immediately upon evidence of noncompliance with the terms of this agreement
- iii) Upon termination, USER logins and passwords will be deactivated

Article IV. EMPLOYER Expectations

The EMPLOYER and EMPLOYER USERS understand and accept the following:

- i) Skills International does NOT post CANDIDATE profiles.
- ii) AGENCIES who post CANDIDATE profiles on SkillsInternational.ca have committed to upholding CANDIDATE criteria set out in sections 2.03 and 2.04 of this AGREEMENT.
- iii) Skills International relies on the knowledge and experience of Participating AGENCIES to assess the CANDIDATES as work ready using the minimum requirements outlined in section 2.04 of this AGREEMENT.
- iv) Participating AGENCIES advise CANDIDATES on how to present their skills and experience but do not verify past employment, education, or certifications.
- v) Skills International and Participating AGENCIES do not guarantee or have evidence of CANDIDATE strength as an employee.
- vi) Participating AGENCIES can be contacted by EMPLOYERS but AGENCY STAFF CONTACT feedback is limited to comments about CANDIDATE participation in their programs.
- vii) Participating AGENCIES have agreed to review original hard copies of all documents scanned and uploaded to SkillsInternational.ca prior to uploading them to the site.
- viii) By uploading the documents to CANDIDATE profiles, the AGENCY STAFF CONTACT is NOT confirming their authenticity but IS confirming that they appear to be issued in the name of the CANDIDATE being served and do not appear to be altered in any way.

Article V. Indemnification

The EMPLOYER does hereby agree that it shall be solely responsible for its own acts and omissions as well as acts and omissions of its own employees, owners, partners, directors, officers, elected or appointed officials, members, volunteers, licensees, designees, assigns, and any other representatives. The EMPLOYER shall indemnify and hold harmless SkillsInternational.ca project collaborators including WIL Counseling and Training for Employment, COSTI Immigrant Services, and Waterloo Region District School Board, from any and all claims, suits, actions, damages and costs of every nature and description arising out of or related to the service to be provided by the EMPLOYER or the violation by the EMPLOYER, its employees, agents, of any law, ordinance, rule, or regulation in connection therewith.

Article VI. EMPLOYER Contact & Signature

Company Name: _____

Address: _____

Phone: _____

Website: _____

Date of Incorporation: _____

Incorporation/Business Number: _____

Execution of EMPLOYER Participation Agreement

I/We agree to abide by all the terms and conditions set forth in this Agreement.

Name of EMPLOYER Signing Authority

Title of EMPLOYER Signing Authority

Signature of EMPLOYER Signing Authority

Name of Witness

Signature of Witness

Date

Upon completion of review and signing of this document, please fax and or mail to:

Skills International
C/o WIL Employment Connections
141 Dundas Street, 4th Floor
London, Ontario N6A 1G3
519.663.0774 (phone)
519.663.5377 (fax)