

Students Nova Scotia: Observer Status Overview

Approved by StudentsNS' Board of Directors August 21, 2022

Students Nova Scotia (Students NS) requires that non-member student associations (Associations) who want to attend the organization's conferences, observe Board/Committee meetings or participate in other Students NS business, at the discretion of the Board, apply for formal observer status.

Observership Rationale

- Observership is an opportunity for Associations to gain a better understanding of Students NS' operations, policy and advocacy goals, as well as to experience the organization's conferences and events.
- Associations have the opportunity to collect two years of executive councils' input into whether Students NS meets their advocacy needs, and whether Full or Associate membership is of interest and benefit to the Association.
- Observership also allows Students NS to further engage with the Association and gain an understanding of their structure and priorities and how these may align with Students NS' own mission, vision, values and approach.
- Observers are encouraged to participate in discussions, ask questions of member schools, and otherwise to engage in lines of inquiry that help clarify for themselves the nature of Students NS operations, policy and advocacy goals.

Application Process

1. An eligible Association at any non member public post-secondary institution wishing to apply for Observer status in Students NS must resolve to do so in accordance with its own By-laws, submit a letter of intent to the Chair of Students NS (chair@studentsns.ca) and complete the Observer Agreement.
2. An eligible Association at any public postsecondary institution that has applied for Observer status in Students NS may be recognized as an Observer at the sole discretion of the Board of Directors.
3. The Chair shall forward the Board of Directors' decision, alongside with the signed Observer Agreement if applicable, in writing within fourteen (14) days of the date the decision is made, to the Association.
4. If the Board of Directors approves the Association's application for Observer status, the association can maintain their Observer status for a period of two years from the date for which the Observer Agreement was signed. During this time, Associations are permitted to attend conferences, observe Board meetings and participate in other Students NS business at the discretion of the Board.
5. At any point during observership, Associations may apply for Associate or Full Membership.
6. Should they choose not to apply for Full or Associate membership following the Observership status expiry, Associations are required to wait twelve months from the expiry of the term before they can re-apply for Observer status.

Students Nova Scotia - Observer Agreement

(the "Agreement")

AS _____ (the "Observer") has expressed interest in becoming an observer of Students Nova Scotia ("Students NS"); and,

AS Students NS has agreed that the Observer may appoint two representatives who are entitled to attend and participate in Students NS Conferences, Board Meetings and other Business at the discretion of the Board in a non-voting capacity; and

IN accordance with the terms of the Observer Agreement, Students NS and the Observer agree as follows:

I. Observer Rights.

- a) Students NS agrees that it will invite the Observer to attend, in a non-voting capacity, Students NS Conferences, Board Meetings and other Business at the discretion of the Board, permitting the Observer to have current information with respect to the affairs of the Students NS and the operation of the organization.
- b) Observers will be expected to pay an Observer Fee for any Conference attended. This fee will be identified at the outset of the conference. Observers are expected to cover any travel or accommodation costs associated with their participation in the Conference or Meeting.
- c) Observers may be granted speaking rights at any Conference or Meeting at the discretion of the Board or Meeting Chair. They may also be invited to attend committee meetings at the discretion of the Committee Chair and Committee Membership.

In no circumstances will an Observer:

- a. be deemed to be a member of Students NS;
- b. have the right to vote on any matter under consideration by Students NS or Committees or otherwise have any power to cause Students NS to take, or not to take, any action; or
- c. except as expressly out in this Agreement, have or be deemed to have, or otherwise be subject to, any duties (fiduciary or otherwise) to Students NS
- d) The Observer will also be provided with copies of all notices, minutes, consents, and all other materials or information provided to members through the course of Board Meeting or Conference proceedings, except as excluded by this Agreement.
- e) If a meeting of Students NS or any of the Committees is conducted via telephone or other electronic medium (e.g., videoconference), the Observer may attend the meeting by the same medium. It shall be a material breach of this Agreement by the Observer to provide

any other person access to such meeting without Students NS's express prior written consent.

- f) Students NS may exclude the Observer from access to any material or meeting or portion of the meeting or material if:
 - i. Students NS concludes that such exclusion is reasonably necessary to preserve privileged information
 - ii. The portion of a meeting is a session limited solely to Directors or members of Students NS, independent auditors and/or legal counsel, as Students NS may determine.
- g) Observer participation in Advocacy Week is at the discretion of Students NS' Board and is primarily done to advance the overall goals of the organization. Observers are expected to present on StudentsNS priorities when attending Advocacy Week meetings, and not to openly disagree with or disparage Students NS priorities.

II. Termination

- a) The rights described in the Agreement shall terminate upon:
 - i. the end of the two-year observer period. This period shall commence on the date as set out below;
 - ii. any material violation of the terms of this Agreement by the Observer which
 - 1. remains unresolved within ten business days after receipt of written notice, or
 - 2. if such violation is not subject to resolution, directly causes harm to Students NS, at Students NS's sole and absolute discretion.
 - iii. Either party may terminate the Agreement immediately by providing written notice to the other party.

b) Adherence to Students NS Policy

A. Students NS has established policies for their members, including a Code of Conduct, that details expected standards of behaviour during Conferences and other Students NS activities. These policies form part of the terms and conditions of this Agreement.

B. It is understood and agreed that any policies may be revised and supplemented from time to time to reflect changing business needs and circumstances of Students NS.

C. By signing the Agreement, the Observer acknowledges and agrees to comply with all Student NS policies and procedures.

III. Confidential Treatment of Students NS Confidential Information.

- a) In consideration of Students NS's disclosure to the Observer of **information, which is not publicly available concerning Students NS**, the Observer agrees that this Agreement will apply to all information, in any form whatsoever, disclosed or made available to the Observer concerning Students NS, its members and its affiliates ("Confidential Information").
- b) The Observer agrees:
 - i. to hold Confidential Information in strict confidence;
 - ii. not to disclose Confidential Information to any third parties; and
 - iii. not to use any Confidential Information for any purpose other than determining whether to join Students NS as a member.

IV. Disclaimer.

- a) All information is provided to the Observer "as is" and Students NS does not make any representation or warranty as to the accuracy or completeness of the information or any component thereof.
- b) Students NS will have no liability to the observer resulting from the reliance on the information by the Observer or any third party to whom such information is disclosed.

V. Remedies

- a) In the event of any breach of this Agreement, Students NS is entitled to seek all forms of equitable relief (including an injunction and order for specific performance), in addition to all other remedies available at law or in equity.

VI. Notices.

- a) All notices and communications hereunder shall be in writing and shall be deemed to have been given and delivered when sent to the applicable email addresses as set out below:
 - a. Students NS: chair@studentsns.ca
 - b. Observer: [Identify Contact]

VII. Governing Law

- a) This Offer shall be construed in accordance with the laws of the Province of Nova Scotia. Any dispute under the Offer will be determined under the laws of Nova Scotia.
- b) Any dispute related to the Agreement must be brought in the Province of Nova Scotia

VIII. Dispute Resolution

A. If any dispute occurs between the parties relating to the application, interpretation, implementation or validity of this Agreement, the Parties agree to seek to resolve the dispute through arbitration, and such dispute shall not be brought before any court

B. Arbitrations shall be conducted by a single arbitrator in the Province of Nova Scotia, and a decision rendered by such arbitrator will be final, binding, and not subject to appeal.

1. The following process shall be used:

- a) The parties shall select a sole Arbitrator within 30 days of the request to arbitrate. If the parties cannot agree on an Arbitrator, then one shall be appointed pursuant to the *Arbitration Act*. R.S., c. 19, s. 10.
- b) The parties shall first attempt to resolve the issues in dispute by way of a mediation conducted by the Arbitrator.
- c) If the matters are not resolved, then the Arbitrator will decide all outstanding issues by way of a final and binding arbitration. There shall be no appeal from the award of the Arbitrator.
- d) The parties shall share the fees of the Arbitrator equally unless the Arbitrator orders otherwise.
- e) The entire process shall take place in the Province of Nova Scotia at a place chosen by the Arbitrator, after consultation with the parties.

IX. Entire Agreement

- a) This document constitutes the entire agreement between the parties.
- b) Any modification to the Agreement must be in writing and signed by Students NS and the Observer or it shall have no effect and shall be void.

X. Severability

- a) If any provision or part of a provision in the Agreement is found to be void, invalid, illegal, or unenforceable, the remaining section or part of the section will remain in full force and effect.

XI. Independent Legal Advice

- a) The Observer acknowledges that they have obtained or have had the opportunity to obtain independent legal advice in connection with the Agreement, and they acknowledge that they have read, understand, and agree to be bound by all the terms and conditions of the Agreement.

IN WITNESS WHEREOF, this Agreement has been executed in electronic counterparts, which shall each be considered originals and shall together constitute one and the same Agreement, as of the later date below written.

Observer

Per: _____

Date: _____

Students Nova Scotia

Per: _____

Date: _____