

INDEPENDENT CONTRACTOR AGREEMENT

**THIS AGREEMENT** dated as of the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

**BETWEEN:**

**[*INSERT NAME OF CONTRACTOR*],** a body corporate duly incorporated under the laws of [INSERT JURISDICTION], doing business as “[business name]”,

(hereinafter the “Contractor”)

**AND:**

**UNIVERSITY OF PRINCE EDWARD ISLAND**, a body politic and corporate established pursuant to the *University Act*, R.S.P.E.I. 1974, Cap. U-4, having its head office in Charlottetown, Province of Prince Edward Island,

(hereinafter the “University”)

This Agreement will confirm the agreement between the University and the Contractor in regard to [*insert project title here*].

**SERVICES**

1. The Contractor shall provide to the University the services described in Appendix “A” attached hereto (the “Services”).

**CONDITIONS & WARRANTIES**

1. Upon receipt of invoice, the Contractor will be paid for the Services in accordance with and as described in Appendix “B” attached hereto.
2. The Contractor shall:
	1. Be solely responsible for making any arrangements and for paying any and all expenses incurred in connection with providing the Services (including telephone, office supplies, document copying, facsimile transmission, postage and all types of insurance).
	2. Be solely responsible for all legally required employer and employee contributions and deductions for the Contractor and any staff including Workers Compensation, Canada Pension Plan, Employment Insurance and federal and provincial income taxes and medical coverage.
	3. Provide the University with proof of registration, indicating “clear standing” status with the Workers Compensation Board of Prince Edward Island.
	4. Comply with all applicable University policies.
3. The Contractor warrants, represents, and agrees that:
	1. It is a corporation, wholly owned directly and indirectly, by persons resident in Canada.
	2. It is duly registered and qualified to do business wherever necessary to carry out the terms of this Agreement.
	3. Acceptance of this Agreement does not constitute employment by the University or employment under the Employment Standards Act (PEI).
	4. The status of the Contractor shall at all times remain that of an independent contractor.

**INTELLECTUAL PROPERTY**

1. All materials including, but not limited to, documents, raw data, research, processes, technology, programs and inventions conceived or produced in the performance of this Agreement shall belong to the University.

**INSURANCE AND INDEMNITY**

1. The Contractor shall perform all services in accordance with applicable professional standards.

**[*CHOOSE ONE OF THE OPTIONS FOR 7 BELOW*]**

1. The Contractor shall maintain errors and omissions insurance under a contract of indemnity with a limit of liability of not less than $\_\_\_,000,000 and shall provide the University with written confirmation of such insurance immediately upon execution of this Agreement and at any time during the term of this Agreement, upon request.

**OR**

Each party shall, at its own cost, obtain and maintain during the entire term of this Agreement commercial general liability insurance of $\_\_\_,000,000 and provide 30 days notice of cancellation. Each party shall provide the other with satisfactory proof of insurance.

1. The Contractor agrees to indemnify and save harmless the University, the University’s officers, employees and agents against any and all liabilities, actions, losses, damages, costs and expenses which the University, its officers, employees and agents may sustain, incur, suffer or be required to pay by reason of the Contractor’s breach of this Agreement or by reason of any act, omission, fault, default or negligence of the Contractor or of those for whom the Contractor is responsible at law. This indemnity shall not be prejudiced by, and shall survive, the termination of this Agreement.

**CONFIDENTIALITY**

1. The Contractor, its directors, officers, employees, advisors, subcontractors, consultants, agents and assigns shall:
	1. keep confidential all information relating to the University that is disclosed, communicated, or otherwise provided to the Contractor by the University, including any and all documents, reports, correspondence, data, studies, or other information prepared by, on behalf of, or for the benefit of the Contractor or for the purposes of or related to this Agreement (the “Confidential Information”);
	2. use the Confidential Information solely to perform its obligations under the Agreement and not directly or indirectly for any other purpose;
	3. not disclose, reproduce, copy, or otherwise duplicate the Confidential information except as with the express written consent of the University or as required by law;
2. Prior to making any disclosure of Confidential Information required by law, the Contractor must:
	1. immediately advise the University, in writing, of the requirement;
	2. Fully cooperate with the University to limit the extent of the disclosure; and
	3. Provide the University with a reasonable opportunity to obtain a protective order or other remedy in order to preserve the confidentiality of the information required to be disclosed.
3. This Confidentiality section shall survive the termination of the Agreement and shall remain binding upon the contractor.

**TERM & TERMINATION**

**Term**

1. Subject to clauses 13 and 14, this Agreement shall commence on [*insert start date*] and end on [*insert end date*].

**Termination**

1. This Agreement may be terminated by the University where:
	1. in the reasonable opinion of the University, the Services provided by the Contractor are unsatisfactory, inadequate, or are improperly provided;
	2. in the reasonable opinion of the University, the Contractor has failed to comply with any substantive term or condition of this Agreement;
	3. The Contractor is dissolved or enters creditor protection, bankruptcy, or insolvency proceedings; or
	4. the Services are provided in connection with a project for which the University has been awarded funding from an external source or for which the University receives payment for the provision of services to a third party, and that project or contract has been terminated or funding or payment reduced.
2. This Agreement may be terminated by either party by providing 30 days written notice as set out in clause 16.
3. Upon termination of this Agreement:
	1. the Contractor shall cease the services; and
	2. the University shall be under no obligation to the Contractor other than to pay, upon receipt of an invoice and satisfactory supporting documentation, such compensation as, in the reasonable opinion of the University, the Contractor may be entitled to receive under this Agreement for work completed to the satisfaction of the University up to the date of termination.

**NOTICE**

1. The parties agree that all notices required to be given under this Agreement shall be well and sufficiently given if sent by registered mail, postage prepaid, as follows:

To the Party of the First Part: [Insert Contractor Corporation’s Name]

 Attention: [Insert Corporation Contact]

[Insert Contractor’s Address]

To the Party of the Second Part: University of Prince Edward Island

 Attention: [Insert Contractor’s Contact]

 550 University Avenue

 Charlottetown PE

 C1A 4P3

With a Copy to: Vice-President, Administration & Finance

 University of Prince Edward Island

 550 University Avenue

 Charlottetown PE

C1A 4P3

and any such notice shall be deemed to have been given and received on the second business day after which the envelope containing the notice was deposited and registered in a post office. In the event of an interruption of mail service, all notices shall be delivered by personal delivery.

**GENERAL**

1. **Assignment:** This Agreement, or any of the rights or obligations thereunder, shall not be assigned in whole or in part by the Contractor without the prior written consent of the University.
2. **Entire Agreement:** This Agreement contains the entire agreement between the parties. There are no undertakings, representations, or promises, express or implied, other than those contained in this Agreement.
3. **Governing Law and Jurisdiction:** This agreement shall be construed and governed by the laws of the Province of Prince Edward Island. The parties irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of Prince Edward Island.
4. **Amendment:** This Agreement can only be amended by mutual written consent of the parties.
5. **Execution:** This Agreement may be executed in counterparts, each of which, when so executed and delivered to the other parties, shall be deemed to be an original, and when taken together, shall be deemed to be one and the same Agreement.
6. **Headings:** The headings in this Agreement are for convenience only and do not in any way limit or amplify the terms and provisions hereof.
7. **Severability:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall, nevertheless continue in full force and effect without being impaired or invalidated in any way.
8. **Survival:** This Agreement shall enure to the benefit of and be binding upon the successors and assigns of the University and upon the successors and permitted assigns of the Contractor.

**IN WITNESS WHEREOF** the parties hereto have affixed their signatures as of the day and year first written above.

|  |  |  |
| --- | --- | --- |
|  |  | **[INSERT CONTRACTOR’S NAME]** |
|  | Per: |  |
| Witness |  | *(Authorized Signatory for Contractor)* |
|  | Title: |  |

|  |  |  |
| --- | --- | --- |
|  |  | **UNIVERSITY OF PRINCE EDWARD ISLAND** |
|  | Per: |  |
| Witness |  | *(Authorized Signatory)* |
|  | Title: |  |

***[NOTE: UPEI requires TWO signatures if contract is valued at $100,000 or more – DELETE this section if not required]***

|  |  |  |
| --- | --- | --- |
|  |  |  |
|  | Per: |  |
| Witness |  | *(Authorized Signatory)* |
|  | Title: |  |

**APPENDIX A**

**SERVICES AND DUTIES**

1. The Contractor shall perform the following Services:
	1. *{Insert full description of duties and service to be provided}*

2. The Contractor shall be responsible for the completion of the work and deliverables as described above and shall report to the following University official(s): *{Insert name of University official}*

3. The primary person(s) responsible for delivery of the Services on behalf of the Contractor under this Agreement is/are as follows: {*insert name(s)}*

4. Satisfactory completion under this Agreement is defined as: *{insert as applicable}*

**APPENDIX B**

**FEES AND PAYMENT**

*Fees and Payment Schedule:*

1. **The Contractor** shall provide the Services for a total fee of {insert $} plus applicable taxes *{per diem, per hour, total fee, etc}*, to be paid upon receipt of invoice and according to the following schedule:
	1. {*Insert dates and payment amounts, or monthly, or bi-weekly or upon final delivery, or upon satisfactory completion, etc*}

*Expense Reimbursement:*

1. *{insert or delete clause as applicable}* Reasonable expenses shall be reimbursed upon presentation of invoice {*insert ‘to a maximum of’, or travel costs and other costs as follows :*}

*HST Information:*

1. To receive payment, a valid business invoice must be issued to the University containing a HST registration number or information indicating that the business is not required to be registered for HST purposes.
2. Any HST charged will be calculated at the PEI HST rate.