

FEE FOR SERVICE CONTRACT

This is an Agreement

BETWEEN: {● *NAME OF CONTRACTOR*
FULL ADDRESS}
(Hereinafter called “the Contractor”)

AND: **The University of Prince Edward Island**
550 University Avenue
Charlottetown, PEI
C1A 4P3
(Hereinafter called “the University”)

(And being hereinafter referred to jointly as “the Parties”)

WHEREAS the University requires certain services described as {● insert short description or title}.

AND WHEREAS the Contractor has undertaken to provide such services subject to the following terms and conditions.

NOW THEREFORE this Agreement witnessed that:

DESCRIPTION OF SERVICES

1. The Contractor hereby agrees to provide the services and to perform the duties as described in Schedule “A” to this Agreement (hereinafter “the Services”) which Schedule is hereto attached and is an integral part of this Agreement.
2. The Contractor undertakes to ensure that the Services performed by the Contractor (which term, for the purpose of this Agreement, includes its employees, servants and agents) in accordance with a high standard of care, diligence and skill.
3. All Services performed by the Contractor under this Agreement shall be performed to the satisfaction of the University acting reasonably. If the University determines that any of the Services performed by the Contractor are unsatisfactory, the Contractor shall remedy the unsatisfactory work upon receipt of notice specifying the nature of the work performance determined to be unsatisfactory. Upon receipt of such notice from the University, the Contractor shall promptly correct the unsatisfactory work to the University’s satisfaction.

TERM

The Contractor agrees to provide the Services from {● dd/mm/yyyy to ● dd/mm/yyyy} unless this Agreement is terminated earlier in accordance with the terms and conditions contained herein.

LEGAL STATUS OF CONTRACTOR

1. The Contractor certifies that the Services are being provided by it as an independent contractor and not as an employee, agent or representative of the University and, as such, statutory employment deductions do not apply. The Contractor certifies that he/she/it is not currently an employee of the University, and that nothing contained in this Agreement authorizes or designates the Contractor to act in any capacity on behalf of the University without a prior specific request and the consent of the University.
2. The Contractor shall provide the Services at times mutually agreed to by the University and the Contractor. The Contractor shall retain control over the means and methods by which it provides the Services. The Contractor shall provide any and all tools and equipment needed to perform the Services. The Contractor acknowledges that it may perform similar services for any other person at the same time the Contractor is rendering the Services to the University, provided the Contractor complies with all of its obligations under this Agreement. The Contractor, the Contractor's employees and any other individuals associated with the Contractor shall not be subject to direction, control or supervision of the University as to the manner in which the Services are performed. The Contractor shall be exclusively responsible for recruiting, screening, interviewing, hiring, training, supervising, directing, disciplining and terminating all of the Contractor's employees, servants and agents.

FEES AND PAYMENT

1. The University agrees to make payment to the Contractor for performing the Services under this Agreement and for reimbursement of expenditures in accordance with Schedule "B", which Schedule is attached hereto and is an integral part of this Agreement.
2. **The Contractor shall submit monthly invoices to the University, detailing the Services performed to date. The University will pay the Contractor's invoices within thirty days of receiving them, provided the Services have been performed to the satisfaction of the University acting reasonably, and provided the University does not dispute the Contractor's invoice.**

CONFIDENTIALITY

1. All confidential information disclosed by the University to the Contractor, whether disclosed prior to the period of this Agreement or during the term of this Agreement, shall be held in strict confidence, and the Contractor shall take all reasonable precautions to prevent any information so received from being divulged to third parties. This obligation of confidentiality shall survive the termination of this Agreement.

2. In addition, all information and data developed by the Contractor as a result of his or her performance of the Services performed pursuant to this Agreement shall be regarded as confidential and shall likewise be subject to the same conditions as is the information that has been disclosed to him or her by the University.
3. All records, books or material of any kind provided by the University to the Contractor shall remain the property of the University and shall be returned to the University promptly after its demand therefore. The Contractor shall likewise return any copies of any such materials.

OWNERSHIP

Copyright on all information produced by the Contractor in the course of performing the Services contemplated by this Agreement, or as a result of this Agreement generally, shall be owned solely by the University.

AMENDMENTS

Changes in the scope of the work or Services or other terms and conditions of this Agreement shall be implemented only upon written authorization from the University and formal, written amendment to this Agreement. Fees for any such changes, where appropriate, shall be as mutually agreed upon by the Parties.

INDEMNIFICATION

1. The Contractor shall exonerate, indemnify and hold harmless the University and its successors, officers, directors, agents, affiliates and employees from and against any and all liability, loss, cost, expense, damages, claims, fines, penalties, assessments or demands on account of injuries (including death) or other losses or damages to the Contractor or the Contractor's employees, servants or agents or any other individuals associated with the Contractor arising out of or resulting in any manner from or occurring in connection with the performance of the Services including but not limited to any claims for overtime pay, vacation pay, public holiday pay, notice of termination of employment (or termination pay in lieu of such notice), severance pay, wrongful dismissal, constructive dismissal, unjust dismissal, mental distress, wages, benefits, bonus, incentive compensation, disability, health, life, or other insurance premium payments or benefits, pension, interest, or any claims under any applicable laws relating to employment standards, labour relations, human rights, pay, equity, employment equity, occupational health and safety and workers' compensation.
2. The Contractor further acknowledges that the Contractor, the Contractor's employees, servants and agents and any other individuals associated with the Contractor have no entitlement and shall not have any claim against the University for any compensation or benefits of the type provided by the University to the University's employees, including, without limitation, overtime pay, vacation pay, public holiday pay, notice of termination (or termination pay in lieu thereof), severance pay, retirement benefits, employment insurance, Canada Pension Plan, workers' compensation, disability, health or life insurance premium payments or benefits, wages, bonus or incentive compensation.

3. The University shall not withhold federal, provincial or other taxes and premiums from any amounts payable to the Contractor. The Contractor shall be solely responsible for paying, and agrees to pay, such taxes in accordance with applicable laws and regulations. The Contractor hereby exonerates, indemnifies and holds the University and its successors, officers, directors, agents and employees harmless from the Contractor's failure to comply with any of the obligations required under this Agreement including any liability, loss, cost, expense, damages, claims, fines, penalties, assessments or other actions asserted against the University relating to the non-payment or late payment of such taxes or its failure to comply with federal, provincial and municipal laws. Such indemnification shall include without limitation any liability, loss, cost, expense, damages, claims, fines, penalties or assessments and the University's expenses (including reasonable legal fees) associated with its defence of any such actions.
4. The Contractor shall be solely responsible for all physical injuries (including death) to persons (including but not limited to employees of the University) or damage to property (including but not limited to property of the University or the Contractor or its employees, servants or agents or any other individuals associated with Contractor) resulting from the negligent acts of the Contractor or the Contractor's employees or individuals associated with Contractor, and shall indemnify and hold the University harmless from loss and liability in respect of any and all claims on account of such injuries or damage. Such indemnification shall include indemnification for acts of the Contractor's employees and any individuals associated with the Contractor that constitute crimes, such as theft, and intentional misbehaviour, while at any University facilities. The Contractor shall be responsible for workers' compensation claims filed by the Contractor's employees, servants or agents and any individuals associated with the Contractor.
5. The Contractor shall maintain a minimum of \$ {●} Million in general Liability Insurance and auto liability insurance with minimum limits of \$500,000, and shall provide proof of such policies of insurance upon request of the University.

PROFESSIONAL LICENSES

The Contractor agrees that it, he or she is in good standing within any professional organization to which it, he or she must be a member in order to perform the Services contemplated by this Agreement.

TERMINATION

This Agreement may be terminated by either Party on ● days notice in writing to the contact noted in section X herein.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Prince Edward Island and the Parties hereby irrevocably attorn to the jurisdiction of the courts of Prince Edward Island.

NOTICES

1. Any notice, request or other communication hereunder to either of the Parties hereto in connection with this Agreement shall be in writing and be well and sufficiently given if sent by prepaid registered mail or delivered to the other Party at its address as follows:

The University:



Attention: ● (POSITION)

The Contractor:



Attention: ● (POSITION)

Any notice to either Party may be given by prepaid registered mail addressed to such Party at its address as above stated and any notice so given shall be deemed to have been duly given on the second business day after which the envelope containing the notice was deposited, prepaid and registered in a post office. In the event of an interruption of mail service, all notices shall be delivered by personal delivery on the other Party.

ENTIRE AGREEMENT

This Agreement supersedes and replaces any prior agreements (oral or written) between the University and the Contractor with respect to the Services, and expressly discharges the University from any and all obligations and any existing or potential liabilities or claims arising out of any prior agreements for services. This Agreement (and the documents incorporated by reference in this Agreement) contains the entire agreement between the Parties. Neither the Parties, nor their agents, shall be bound by any terms, conditions, statements, warranties or representations not herein contained. No modification, extension or alteration of this Agreement shall be legally binding on either Party unless executed in the same manner and form as this Agreement. The Contractor shall not subcontract any portion of this Agreement, or the Services required hereunder, without the prior written consent of the University.

NO WAIVER

Neither the failure nor delay by either Party to exercise any right, remedy, power or privilege under this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver with respect to any occurrence be construed as a waiver with respect to any other occurrence. No waiver of any right, remedy, power or privilege under this Agreement will be effective unless in writing signed by the waving Party.

SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or enforceable, the remaining provisions shall, nevertheless continue in full force and effect without being impaired or invalidated in any way.

HEADINGS

The headings preceding the paragraphs of this Agreement are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

LANGUAGE

References to the Parties herein shall be read with such changes in gender and number as may be appropriate, depending on whether the respective Party is a male or female person or persons or a firm or corporation, and if a Party to this Agreement is more than one person or entity, the covenants of that Party shall be deemed joint and several.

Words importing the singular number only shall include the plural and words importing firms and corporation shall include persons. Unless the context otherwise requires, the word "Contractor", whenever used herein, shall be construed to include their respective successors and permitted assigns, and if the Contractor is not a corporation shall include heirs, executors and administrators.

SURVIVAL

This Agreement shall enure to the benefit of and be binding upon the successors and assigns of the University and the Contractor.

[balance of page intentionally left blank]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement this _____ day of _____, 20●●.

For the University:

For the Contractor

Name of authorized Officer

Date

Name of Contractor (or representative of business)

Date

GST Registration (BIN)

Or

Social Insurance # (SIN)

SCHEDULE A

DUTIES

- (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):
- (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}*

SCHEDULE B

FEES AND PAYMENT

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:

{Insert dates and payment amounts, or monthly, or bi-weekly or upon final delivery, or upon satisfactory completion, etc}

Reasonable expenses shall be reimbursed upon presentation of invoice *{insert 'to a maximum of', or travel costs and other costs as follows :}*

Non-resident suppliers may be subject to Canadian Non-resident tax withholding of 15 percent.

For each calendar year, individuals who are self employed may be issued a T4A information slip reporting the total amount paid to the Contractor by the University.

To receive payment, a valid business invoice must be issued to the University containing a GST registration number or information indicating that the business is not required to be registered for GST purposes. Individuals who are not incorporated or who are not registered for GST purposes must provide his/her social insurance number (SIN) before payment shall be issued.

SAMPLE INVOICE

DATE: _____

To: [Department representative]
c/o {● name of faculty or department}
University of Prince Edward Island
550 University Avenue
Charlottetown, PE
C1A 4P3

Reference : *University PO # ● {insert}*
Services Performed: _____

Date Ranges: _____

X hours @ XX.xx/hour

\$XXX.xx

NAME

ADDRESS

S.I.N. _____

Please make cheque payable to:

GST Number of Company: _____

(If applicable)

Direct Deposit Form is also attached and is University of PEI's preferred method of payment.



Supplier Registration for Direct Deposit Payments

The personal information requested on this form is kept confidential and its use, to administer Direct Deposit Payments for Suppliers, is guided by the University's Privacy Policy (www.upei.ca/privacy/). Questions on the collection and use of this information can be directed to the Accounting Manager at (902) 566-0470.

Dear Supplier:

As part of our e-commerce strategy, the Accounting Office, of UPEI, is promoting **Direct Deposit Payments** to suppliers for goods and services received from the suppliers. Direct Deposit Payments will benefit the University by reducing costs and activities associated with generating cheques.

Benefits, to you as a supplier, of receiving payments through direct deposit include:

- you will have immediate access to funds, versus waiting for cheques delivered by mail
- a reduction in time you spend depositing cheques
- elimination of delivery disruptions, such as lost mail as a result of incorrect mailing addresses
- the elimination of stale-dated cheques

Note: *Information which was previously provided on the cheque stub will be sent to you by e-mail.*

In order to establish a direct-deposit payment profile, you are requested to provide the following information. An **authorized signing officer** must sign the form. Also, **please include a voided cheque.**

Vendor Name:		
Address:		
City:	Province:	Postal Code:
Tel:	Fax:	
E-mail Address (required so that we can provide you with remittance details):		
_____ <i>Company Name</i>	_____ <i>Authorized Signature</i>	
Hereby authorizes the Accounts Payable Department, University of Prince Edward Island, to electronically deposit to the account number noted on the attached voided cheque.		

Send this completed form and your void cheque to:

Deidre Smith
Manager of Accounting, University Of Prince Edward Island
550 University Ave.
Charlottetown, PE
C1A 4P3

Tel: (902)-566-0470
Fax: (902)-566-0420
E-mail: dasmith@upei.ca