

**INDEPENDENT CONTRACTOR AGREEMENT
(International)**

THIS AGREEMENT dated as of the _____ day of _____, 20_____.

BETWEEN:

[INSERT NAME OF CONTRACTOR]

(the “Contractor”)

- and -

University of Prince Edward Island

(the “University”)

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

SERVICES

1. The services to be provided by the Contractor to the University are as follows:
 - (a) *[insert comprehensive description of services here]*(the “Services”).
2. The term of this Agreement shall commence on *[insert start date]* and end on *[insert end date]*, and is subject to earlier termination as set out in Sections 11 and 12 hereof.

CONDITIONS

3. Upon receipt of invoice, the Contractor will be paid for the Services as follows:
 - (a) *[insert description of payment schedule]*;
 - (b) *[insert whether GST is applicable, and if so, insert GST registration number]*
4. The Contractor is 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).
5. The Contractor shall be solely responsible for all legally required employer and employee contributions and deductions for the Contractor and any staff including worker’s compensation, government or private pension plan, employment insurance and government income taxes and medical coverage.

6. As a condition of this Agreement, the Contractor will be required to comply with all applicable University policies.
7. All confidential information disclosed by The University of Prince Edward Island to the contractor, whether disclosed prior to the period of this contract or during the term of this contract shall be held in confidence, and the contractor shall take all reasonable precautions to prevent any information so received from being divulged to third persons. This obligation of confidentiality shall survive the termination of this agreement.
8. The Contractor warrants that it is a corporation/partnership/sole proprietor [*chose one*]. Further, the Contractor warrants and represents that it is duly registered and qualified to do business wherever necessary to carry out the terms of this Agreement. Acceptance of this Agreement does not constitute employment by the University or employment under *The Employment Insurance Act*. The status of the Contractor shall at all times remain that of an independent contractor.
9. 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.
10. (a) The Contractor is not covered by the University's insurance policies or worker's compensation program. The Contractor is solely responsible for determining the insurance coverage they require, including, but not limited to, medical and/or health, liability and worker's compensation. The Contractor is responsible to arrange and pay for any and all insurances and worker's compensation coverage.

(b) The Contractor indemnifies and saves harmless the University, the University's officers, employees and agents against any and all liability, loss, damage, cost or expense which the University may sustain, incur, suffer or be required to pay by reason of the Contractor's breach of this Agreement or act or omission in the performance of the Services.
11. This Agreement may be terminated as follows:
 - (a) By the University where:
 - (i) in the reasonable opinion of the University, the Services provided by the Contractor are unsatisfactory, inadequate, or are improperly provided;
 - (ii) in the reasonable opinion of the University, the Contractor has failed to comply with any substantive term or condition of this Agreement;
 - (iii) the Contractor is dissolved or becomes bankrupt or insolvent;
 - (iv) 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;

- b) By mutual agreement of the parties, following a notice by either party 30 calendar days prior to the proposed cancelation.
- 12. Upon termination of this Agreement, the Contractor shall cease to provide any further Services. 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.
- 13. 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.
- 14. Governing Law – This Agreement shall be construed and governed by the laws of Prince Edward Island and the laws of Canada applicable herein.
- 15. 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.
- 16. This Agreement can only be amended by mutual written consent of the parties.

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

Contractor's full name

Per: _____
(Authorized signatory for Contractor)

Title: _____

Witness

University of Prince Edward Island
Per: _____
(Authorized signatory)

Witness

Title: _____

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):		
<hr style="width: 100%;"/> <i>Company Name</i>		<hr style="width: 100%;"/> <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 voided 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)-620-5116
 E-mail: dasmith@upei.ca