



FREELANCE AGREEMENT

(This agreement is only to be used if all the statements under Criteria for Use on the following page are true in relation to the engagement. This agreement may be used, in the provision of services such as the following: artist, musician, actor, announcer or model. For additional information please contact Enterprise Risk Management).

THIS AGREEMENT made by and between Memorial University of Newfoundland (hereinafter referred to as "the University"), and _____ (hereinafter referred to as "the Contractor").

The parties agree as follows:

Contract Period: The contract period commences on or about _____ am / pm on _____ and ends on or about _____ am / pm on _____.

Services: The University agrees to engage the services of the Contractor with respect to the following:

Payment: The Contractor will be paid for services upon the University's receipt of invoice. The Invoice must include the Contractor's Social Insurance Number or HST number, if applicable.

HST Number, if applicable: _____

If HST is not applicable, please complete the following statement:

This is to certify that I, _____, of _____, qualify as a Small Trader under section 148 (1) of the Excise Tax Act (R.S.C., 1985, c.E-15) (the "Act"), governing the Goods and Services Tax, and that as per section 240 (1) of the Act, I have not registered nor have I made an election to become a registrant for purposes of the Act. _____ (*contractor's initial*).

The Contractor:

1. is to be paid the following amount with respect to the provision of the Services:
_____;
2. is responsible for all arrangements and costs including but not limited to travel, accommodations and meals;
3. will comply with all University policies, rules and regulations;
4. agrees to keep confidential any personal information to which they gain access;
5. is responsible for complying with all Federal and Provincial regulations with respect to undertaking this contract opportunity in Newfoundland and Labrador.

Insurance: The Contractor is not covered by the University's insurance policies or worker's compensation program.

Release and Waiver of Liability: The Contractor agrees to release and waive liability for all claims that he/she has, or may in the future have, against Memorial University of Newfoundland, it's agents, servants and employees, or any person(s), entities or organization(s) associated in any way with this agreement, from any and all liability for any loss, damage, injury or expense that he/she may suffer as a result of this agreement, due to any cause whatsoever, except in cases where there is negligence on the part of the University.

Indemnification: The Contractor does hereby indemnify and shall hold harmless the University, it's agents, servants and employees (each of the foregoing being hereinafter referred to individually as "Indemnified Party") against all claims, demands, causes of action, actions, judgments, or other liability (other than liability solely the fault of the Indemnified Party) arising out of, resulting from, or in connection with this Agreement.

Contractor's full name

Witness

Per: _____
(Authorized signatory for Contractor)

Title: _____

Memorial University of Newfoundland

Witness

Per: _____
(Authorized signatory)

Title: _____

FOR INTERNAL USE ONLY

CRITERIA FOR USE

(This agreement is only to be used if all statements below are true in relation to the engagement)

- ___ HR has confirmed engagement is not employment;
- ___ Engagement does not exceed one day;
- ___ Engagement does not involve physical activity;
- ___ Engagement does not involve travel;
- ___ Engagement does not involve alcohol;
- ___ Engagement does not involve an end product being left with the University;
- ___ Engagement does not involve supervisor responsibility;
- ___ Engagement does not involve unsupervised interaction with vulnerable populations (i.e. minors, people/persons with a disability, elderly persons)