

## Appendix B

### INDEPENDENT CONTRACTOR AGREEMENT

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

**BETWEEN:**

***[INSERT NAME OF CONTRACTOR]***

(the “Contractor”)

- and -

**Memorial University of Newfoundland**

(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 HST is applicable, and if so, insert HST 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, Canada Pension Plan, Employment Insurance and federal and provincial income taxes. The Contractor shall provide proof of registration, indicating "clear standing" status with the applicable Worker's Compensation agency.

6. As a condition of this Agreement, the Contractor will be required to comply with all University policies.

7. Should the Contractor gain access to personal information, as that term is defined under *The Access to Information and Protection of Privacy Act* (Newfoundland and Labrador), the Contractor shall, and anyone acting on behalf of or through the Contractor shall, ensure that the said personal information is kept confidential and is not disclosed without the written consent of the University.

8. The Contractor warrants that it is a corporation/partnership/sole proprietor [*chose one*] wholly owned, directly and indirectly by persons resident in Canada. 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 shall procure, provide proof of (certificate of insurance) and maintain throughout the term of this contract, and at its own expense, \$1,000,000 / \$2,000,000 (*chose one: \$2 million is required in all cases where the contract involves travel, accommodations, physical activity, alcohol, or interaction with minor aged person(s) or any other potentially vulnerable person(s)*) Comprehensive General Liability Insurance coverage against bodily injury (including death), personal injury and property damage for loss or damage arising out of the activities contemplated by this contract;

(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, expressed in writing.

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. 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.

15. 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: \_\_\_\_\_  
Witness

(Authorized signatory for Contractor)

Title: \_\_\_\_\_

**Memorial University of Newfoundland**

Per:  
Witness

(Authorized signatory)

Title: \_\_\_\_\_