**Contractor Agreement**

THIS AGREEMENT made effective *[month, day, year]*

BETWEEN:

**[SOCIETY NAME]**,

a society incorporated under the British Columbia *Societies Act*,

(the “**Society**”)

AND:

**[Name]**

of **[ADDRESS],** British Columbia

(the “**Contractor**”)

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and the covenants and agreements herein contained, the parties agree as follows:

**1. Term**

1.1 This Agreement is effective as from **[month, day, year]** and continuing until **[month, day, year]** (the “Term”) unless terminated earlier as set forth in this Agreement.

1.2 The parties may agree in writing to renew this Agreement.

**2. Services**

2.1 The Contractor will provide the following services to the Society, which for the purpose of this Section 2 will include any and all working groups of the Society:

1. Providing overall coordination and support to Society and its programs and projects;
2. Ensuring program processes are consistent and in alignment with the provincial Facility Engagement Initiative, as appropriate;
3. Supporting assigned projects and taking initiative in developing appropriate tools to facilitate their effective organization and completion;
4. Support the Board of Directors in essential internal program leadership activities including administration, and organizational planning;
5. Support the Board of Directors in work plan and budget planning process;
6. Track and monitor the status of the incorporation and funding arrangements;
7. Tracking and preparation of reports on the major areas of activity and project progress in regard to physician engagement;
8. Coordinating submitted projects/initiatives and analysing data, researching and advising on complex issues;
9. Maintenance of records for financial reporting and analysis, as required;
10. Summarizing and reconciling all monthly transactions against bank and submitted billings for sessional payments and operational costs; and
11. [NTD: Anything to add?] (the “Contractor Services”).

2.2 Subject to this Agreement, the Contractor shall take direction from the Society’s Board of Directors, but shall have the sole authority to control and direct the manner in which the Services are performed.

2.3 The parties acknowledge that the Contractor Services are estimated to total **[NUMBER]** hours per week.

2.4 The Contractor shall be available at the request of the Society, including evenings and weekends as required.

**3. Payment of Fees**

3.1 Subject to providing the Contractor Services as outlined in this Agreement, the fees payable to the Contractor by the Society shall be $ **[amount]** plus applicable taxes, payable **[describe frequency of payment]**commencing **[month, day, year]**. The Society will be invoiced **[insert frequency]**, with payment due within **[number]** of business days upon receipt of the invoice. This amount includes all embedded expenses (e.g., parking, mileage for use of the Contractor’s vehicle).

**4. Relationship**

4.1 The Contractor is an independent Contractor and not the servant, employee, or agent of the Society. No employment relationship is created by this Agreement, or by the provision of Services by the Contractor to the Society.

4.2 The Contractor:

1. shall be responsible for its own taxes, employment insurance premiums, Canada Pension Plan contributions, Workers Compensation premiums, and all statutory or other deductions, taxes, premiums or contributions related to the payments made hereunder;
2. agrees that the Society shall have no liability or responsibility for the withholding, collection or payment of any taxes, employment insurance premiums or Canada Pension Plan contributions on any amounts paid by the Society to the Contractor or amounts paid by the Contractor to its employees or contractors. The Contractor also agrees to indemnify the Society from any and all claims in respect to the Society’s failure to withhold and/or remit any taxes, employment insurance premiums or Canada Pension Plan contributions;
3. agrees that as an independent contractor, the Contractor will not be qualified to participate in or to receive any employee benefits that the Society may extend to its employees;
4. will be responsible for providing work-related materials, supplies, equipment and office space required in providing the Contractor Services under this Agreement. Any materials that may be provided by the Society for use during the term of this Agreement must be returned promptly to the Society at the end of the term;
5. is free to provide services to other clients, so long as such other clients are not in competition with the Society and so long as there is no interference with the Contractor’s contractual obligations to the Society; and
6. has no authority to and will not exercise or hold itself out as having any authority to enter into or conclude any contract or to undertake any commitment or obligation for, in the name of or on behalf of the Society.

**5. Privacy and Confidential Information**

5.1 The Contractor covenants and agrees that he or she will not, directly or indirectly:

1. make use of Confidential Information (as hereinafter defined), except to the extent that such use is pursuant to his or her duties as a contractor of the Society;
2. disclose Confidential Information, in whole or in part, to any person or entity, except to the extent that such disclosure is pursuant to his/her duties as a contractor of the Society; and
3. As used in this Agreement, the term “Confidential Information” shall mean information related to the affairs of the Society disclosed to, used by, developed by or known to the Contractor at any time during the Term of this Agreement and any renewal thereof (whether before the effective date of this Agreement or thereafter).

5.2 The restrictions set out in section 5.1 on the disclosure and use of Confidential Information shall not apply to:

1. any information which is, at the commencement of the term of this Agreement or at some later date, publicly known under circumstances involving no breach of this Agreement;
2. disclosure of Confidential Information where such disclosure is required by law, court order, court proceedings or the rules of policies of any stock exchange or government or regulatory authority having jurisdiction in the matter; or
3. disclosure of Confidential Information where such disclosure is consented to in writing by the Society.

5.3 The Contractor shall abide by all privacy legislation with respect to the collection, use, disclosure, and disposal of any confidential or personal information it acquires as part of this Agreement, and shall make all reasonable security arrangements to protect such confidential or personal information from unauthorized access, collection, use, disclosure or disposal.

**6. Ownership of Documents and Records**

6.1 All Confidential Information, and any other documents, records, software, work papers, notes, memoranda and similar records of or containers of Confidential Information made or compiled by the Contractor at any time or made available to the Contractor at any time during the term of this Agreement and any renewal thereof (whether before the effective date of this Agreement or thereafter) including all copies thereof, remain the property of the Society and belong solely to it, and will be held by the Contractor solely for the benefit of the Society and will be delivered to the Society by the Contractor upon termination of this Agreement and any renewal thereof or at any other time upon request by the Society.

6.2 The Contractor shall not store or transmit any materials developed or prepared pursuant to this Agreement, through cloud based services.  “Cloud-based services” means any storage and transmission application, resource or service such as Dropbox or Google Docs that is made available on the Internet as opposed to being provided from the party’s secure on-premises server.

**7. Termination**

7.1 The Contractor agrees that the Society may terminate this Agreement at any time without notice or any further payment if the Contractor is in breach of any of the terms of this Agreement.

7.2 The Society may terminate this Agreement at any time at its sole discretion, upon providing to the Contractor **[XX]** calendar days advance written notice of its intention to do so or payment of fees in lieu thereof.

7.3 The Contractor may terminate this Agreement at any time at its sole discretion upon providing to the Society **[XX]** calendar days’ notice of Contractor’s intention to do so. Upon receipt of such notice the Society may waive notice in which event this Agreement shall terminate immediately.

7.4 The Contractor’s obligations under Articles 5 and 6 shall survive termination of this Agreement.

**8. Indemnification**

8.1 The Contractor shall indemnify and save harmless the Society and its employees and agents (each an "Indemnified Person") from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Person may sustain, incur, suffer, or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Contractor or by any of its agents, employees, officers, or directors in providing the Services, except liability arising out of any independent negligent act by the Society.

**9. General**

9.1 This Agreement shall be governed by and construed in accordance with the law of British Columbia.

9.2 This Agreement is personal to the Contractor and may not be assigned by the Contractor.

9.3 If any provision in this Agreement is declared illegal or unenforceable, the provision will become void, leaving the remainder of this Agreement in full force and effect.

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| --- | --- | --- |
| **[NAME]** |  | **[NAME]** |
| Director |  | Director |
| **[SOCIETY NAME]** |  | **[SOCIETY NAME]** |

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorize representatives, effective as of the day and year first above written.

|  |
| --- |
| **[NAME]** |
| Contractor |