**INDEPENDENT CONTRACTOR/CONSULTING AGREEMENT**

**MEMORANDUM OF AGREEMENT** entered into at ●, Province of ●, effective the x day of month, 20\_\_.

**BY AND BETWEEN**: <COMPANY NAME>(hereinafter “**Company**”), a corporation, having a principal place of business at <Address>

**AND**: <CONTRACTOR NAME>, an independent contractor, residing for purposes hereof at <Address>

     (hereinafter the “**Contractor**”)

**WHEREAS** the Contractor presently offers and provides services in the area of ●, including in the capacity of an independent contractor, in the Province of ●;

**WHEREAS** Company provides ● services to clients located in ●;

**WHEREAS** the Contractor has the particular expertise to provide services to Company and its clients;

**AND WHEREAS** Company wishes to contract with the Contractor, and the Contractor wishes to contract with Company, so as to permit the Contractor to provide the Services (as hereinafter defined) to Company.

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS**:

# **Preamble**

## The preamble shall form an integral part of these presents.

# **Services**

## The Contractor shall:

###### perform such Services for the Company or the Company’s clients as described further in Schedule “A” herein;

###### in performing the Services, use good quality methods, procedures, techniques and standards, and execute his/her obligations with such care, skill and diligence as conforms to generally accepted practices in the profession and in accordance with Company’s policies and standard operating procedures regarding quality; and

###### in performing the Services, comply with all obligations of an individual engaged in the delivery of such Services including any professional guidelines, licencing requirement, codes of conduct and ethics or other;

the whole strictly on a consultancy basis in accordance with the terms and conditions herein set out, and as further described in Schedule “A” (the “**Services**”).

The Services may be amended, from time to time, only with the mutual written agreement to such effect of Company and the Contractor.

# **Duration**

## This agreement shall come into effect on <Date> and shall continue thereafter according to its terms unless terminated, in writing, by either of the parties hereto in accordance with the provisions of article 4 hereof.

# **Termination**

## The Contractor may terminate this agreement by providing ● days prior written notice to such effect to Company. During the notice period, the Contractor shall continue to provide the Services pursuant to this agreement and shall co‑operate with Company’s management to provide any reasonable assistance requested of her/him for purposes of ensuring the smooth transition to others of her/his responsibilities pursuant to this agreement.

## Company may terminate this agreement and the relationship contemplated hereunder by giving to the Contractor prior written notice to such effect of ● days. Notwithstanding the foregoing, Company shall be entitled to terminate the present agreement immediately, without further notice or any payment in lieu thereof if, at any time throughout the duration of this agreement, the Contractor is in breach of any material provision, condition or obligation of this agreement.

## The Contractor agrees that the Company 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.

## The Contractor agrees that Company’s compliance with its obligations hereunder in respect of the termination of the Contractor’s engagement shall, in any and all eventualities, constitute full satisfaction of any and all claims by the Contractor arising out of this agreement, the engagement, the provision of the Services by the Contractor and/or the termination of her/his relationship with Company, and shall constitute a full and complete release of Company, its affiliates, its associated and related businesses and the respective directors, officers, employees and agents of all of the foregoing, from any and all manner of action, causes of action, suits, liabilities, contracts, claims, costs, grievances, complaints, and demands whatsoever which the Contractor may have against Company and/or any of the forgoing at any time, including to the date of any such termination. The provisions of this agreement in respect of the termination of the relationship between the Contractor and Company shall remain in full force and effect throughout the period of the relationship, notwithstanding the duration of the relationship and any changes in that relationship, including any changes (in accordance with the terms of this agreement) in the Services, the remuneration of the Contractor or the location from or at which the Services are performed.

# **Fees and Payment**

## In consideration of the Services provided hereunder by the Contractor, the Contractor shall invoice Company, and Company agrees to pay to the Contractor the amounts set forth under Schedule A (the “**Fee**”), it being understood that the Fee, or any other fee paid hereunder to the Contractor for any other segment of the Services, constitutes an amount net of overhead charges attributed to the Contractor in respect of his use, in the performance of the Services, of the premises, equipment and support personnel of Company.

## Contractor shall comply with the requirement of any applicable laws (including tax laws), and assumes full and exclusive responsibility and liability for the timely filing of all returns, any potential tax costs (including but not limited to tax, tax sanctions, and interest for late payment of taxes), and promptly paying when due all taxes, levies, fees, duties, assessments or charges imposed with respect to the performance of the Services, or measured based upon the Contractor’s receipts, income or profits, and which are imposed by any governmental authority having jurisdiction to levy such taxes, levies, fees, duties, assessments or charges in connection with the performance of the Services. For greater certainty, taxes include, but are not limited to, corporate and/or personal income tax, sales tax (HST, PST and/or GST), property tax, consumption tax, capital tax, pension contributions, value added tax and any other similar charges imposed upon or in connection with the Contractor and her/his performance of the Services.

## Without limitation, the Contractor shall indemnify and hold Company harmless from:

###### any and all claims or demands that may be made by Canada Revenue Agency requiring Company or any related or subsidiary companies to pay income and/or sales tax, penalties, interest or other charges under the Income Tax Act (Canada), the Income Tax Act (Quebec), the Employment Insurance Act (Canada), the Canada Pension Plan Act (Canada) or similar statue of Canada or province or territory in respect of any payments made to the Contractor for Services rendered under this Agreement, or in respect of deductions or remittances unpaid to any statutory agency.

###### any and all costs, charges, legal fees and other expenses reasonably incurred by Company, related or subsidiary companies in connection with defending any civil, criminal or administrative action, proceeding or other remedy taken against them with respect to the claims or demands set out in sub-paragraph (a) above.

## The provisions of this Article 5 shall survive termination of this Agreement.

# **Obligations of the Contractor**

## The Contractor shall, during and after the term of this agreement, keep confidential and not use or divulge, without the written consent to the contrary of Company, any information acquired or obtained from Company or its affiliates under or pursuant to this agreement or in the performance of the Services by the Contractor, which information shall include all non‑public information which is proprietary to Company, including know‑how, data, business information, technology, software, research and development, manuals, samples, designs, drawings and sketches, all product specifications, trade secrets, copyrights, industrial designs, trade marks, patents and other industrial or intellectual property, financial information and data, current or proposed business and financing plans, budgets, market information, names of clients and referring physicians, operational methods, promotional materials and programs, written text, trade phrases and names, slogans, telemarketing processes and techniques, market research, strategic plans, trade secrets, personnel lists and sources, client lists, personnel training methods, sales techniques, pricing and purchasing techniques and policies, financial and actuarial information, techniques and projections, as well as the contents of analyses, compilations, notes, records, studies, summaries and other documents derived or generated from or reflecting inspections or evaluations of any of the foregoing, as well as any information specifically identified to the Contractor by Company as being confidential, or that which a reasonable person, in good faith and good conscience, would understand to be confidential, regardless of whether such information is in tangible, electronic, digital, written or other form.

Notwithstanding the foregoing, it is understood and agreed that any information as aforesaid shall not include information which is:

###### in the public domain or otherwise becomes, demonstrably, generally available to the public other than as a result of a disclosure by the Contractor in violation hereof;

###### proven to have become available to the Contractor on a non-confidential basis from a source other than Company or its affiliates, provided that such a source is or was not bound by a confidentiality agreement with Company;

###### proven to have been known to the Contractor on a non-confidential basis (vis‑à‑vis Company or its affiliates) prior to its disclosure by Company;

###### proven by the Contractor to have been independently acquired by her/him without reference to any information proprietary to Company or its affiliates; or which is

###### disclosed by the Contractor pursuant to applicable law or by the order to such effect of any court or other quasi-judicial, governmental or regulatory body of competent jurisdiction.

## The Contractor shall comply with all federal and provincial legislation applicable to the performance of the Services, including privacy laws, and any regulations or schedules to any of the applicable federal and provincial acts, as well as any other federal and provincial legislation analogous, ancillary or suppletive to such legislation.

## The information and data generated under this agreement by the Contractor in his/her performance of the Services shall remain the exclusive property of Company.

## The Contractor shall, if requested from time to time by Company, execute such further reasonable agreements as to confidentiality and proprietary rights as the Company’s customers or suppliers reasonably require to protect confidential information or proprietary property.

## No publicity shall be given to the contents of this agreement without prior written consent to such effect of Company.

# **Relationship of the Parties**

## The Contractor and Company hereby expressly understand, acknowledge and agree that each of them is engaged in an independent business and that the Contractor is, shall remain and shall act throughout the duration of this agreement as, an independent contractor, and that the present agreement and the performance hereunder of the Services by the Contractor do not, nor shall they at any future time, create a relationship of employer-employee, joint venture, partnership or any other legal relationship between the Contractor and Company or any of its affiliates.

As such, the Contractor hereby expressly acknowledges and agrees that s/he is not, nor shall s/he be at any future time, entitled to any other benefits or payments whatsoever (including without limitation, any bonuses, parking expenses, health, dental or any other group benefits) from Company, in addition to the fees (including the Fee) expressly provided for under this agreement. The Contractor further covenants with and to Company not to, at any time, use Company’s premises, equipment or personnel for any purpose other than the performance hereunder of the Services and acknowledges and agrees that her/his performance of the Services hereunder do not, nor will they at any time throughout the duration of this agreement, constitute a managerial or an administrative role or position of or by the Contractor for or within Company or any of its affiliates.

Accordingly, the Contractor hereby represents and warrants to Company that:

###### s/he is not today, nor shall s/he at any future time claim to be, dependent upon the Services as her/his sole or principal source of income;

###### s/he has been retained for her/his independent expertise and is, therefore, not today, and shall not claim at any time in future to be, under the direction of Company in the performance of the Services; and

###### the Fee and any other consideration payable hereunder and pursuant hereto to the Contractor have been (and any changes thereto shall be) negotiated freely with Company in the normal course of business of the Contractor.

The particular and personal expertise of the Contractor being essential to the present agreement, Company and the Contractor agree that the Services shall be provided personally by the Contractor, unless both parties hereto agree, in writing, to the contrary.

## As a self-employed person, the Contractor assumes all risk and liability for personal injury or injury to personal property in carrying out this agreement and for which adequate insurance coverage shall be, and is deemed to have been, obtained by the Contractor. The Contractor shall, at her/his own expense, obtain and maintain ● insurance and protection acceptable to Company. The Contractor shall provide such reasonable attestation thereof as may be required, from time to time, by Company. The insurance identified hereinabove shall not limit the insurance coverage otherwise required under municipal, provincial or federal laws. The Contractor shall be solely responsible for determining the additional insurance and coverage needed and recommended for her/his protection and/or the performance of the obligations under this agreement, which additional insurance coverage shall be underwritten and maintained by the Contractor at her/his own exclusive expense.

## The Contractor alone shall make and be responsible exclusively and at her/his sole cost for all applications, reports, payments, or contributions which may be required by law to be made by the Contractor as a self-employed person in connection with the Services to be performed under this agreement pursuant to any applicable legislation, at law or in equity.

# **Indemnity and Non-Solicitation**

## The Contractor shall indemnify and save harmless Company and its affiliates from and against any and all claims, liabilities, losses, damages, costs or expenses suffered or incurred by, and/or any actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner against, Company and/or any of its affiliates based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Contractor in performing the Services or as a result of the Services.

## Reciprocally, Company shall, in respect of the performance as aforesaid of the Services by the Contractor, indemnify and save harmless the Contractor from and against any and all such claims, liabilities, losses, damages, costs or expenses suffered or incurred by, and/or any such actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner against the Contractor based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of Company.

## The Contractor and Company agree to cooperate with each other in the defense of any actions or proceedings as aforesaid, including providing to each other prompt notice, and all material documentation in respect, thereof. Both parties hereto further agree that they retain the right to engage their own counsel to conduct their respective defense to any such action which they may face respectively.

## Any obligation of the Contractor to indemnify or reimburse Company and/or its affiliates under this agreement shall not, at any time or in respect of any matter obliging the Contractor so to indemnify or reimburse, limit or prejudice the rights or recourses of Company and/or its affiliates under applicable law.

## The Contractor hereby agrees not to, for a period commencing the date hereof and expiring on the first anniversary of the termination of any period during which the Contractor renders any Services hereunder, and the Contractor shall cause each of its respective affiliated, associated and/or related persons or entities, as the case may be, not to, during the aforesaid period, on their respective behalves or on behalf of any other person or entity, whether directly or indirectly, in any capacity whatsoever or otherwise in connection with any person or entity:

###### employ, offer employment to or solicit the employment or engagement of, or otherwise entice away from the employment of Company and its affiliates, any individual who is employed by any of the foregoing;

###### procure or assist any person or entity to employ, offer employment or solicit the employment or engagement of, or otherwise entice away from the employment of Company and its affiliates, any individual who is employed by any of the foregoing;

###### persuade or attempt to persuade any then customers, suppliers, vendors or referral partners of any of Company and its affiliates to discontinue or alter such person's or entity’s relationship with any of the foregoing; or

###### solicit or accept any business from, or the patronage of, or render any service to, sell to or contract or attempt to contract with any customer, supplier, vendor or referral partner of any of Company and its affiliates.

# **Notices and Other Communications**

## **Notices**. Any notice, consent, authorization, direction or other communication required or permitted to be given hereunder shall be in writing and shall be delivered either by personal delivery or by telecopier or similar telecommunication device (proof of delivery or transmission required) and addressed as follows:

###### In the case of Company, at the following address:

<Company Address>

<Company Fax/Email>

Attention: <Name>

###### In case of the Contractor, at the following address:

<Contractor Address>

<Contractor Fax/Email>

Attention: <Name>

Any notice, consent, authorization, direction or other communication delivered as aforesaid shall be deemed to have been effectively delivered and received, if sent by telecopier or similar telecommunications device on the business day of receipt of such transmission (if before 4:30 p.m. that day) or, if delivered, to have been delivered and received on the date of such delivery (proof of transmission or delivery as aforesaid required) provided, however, that if such date is not a business day then it shall be deemed to have been delivered and received in accordance herewith on the business day next following. Either party hereto may change its address for service by written notice delivered as aforesaid.

## **Entire Agreement**. This agreement shall together constitute the entire agreement between the parties hereto pertaining to the subject matter hereof and shall supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between said parties in respect of such subject matter. There are no conditions, warranties, representations or other agreements between the parties hereto in connection with the subject matter of this agreement (whether oral or written, express or implied, statutory or otherwise) except as herein specifically set out.

## **Amendment**. No amendment to this agreement shall be binding unless expressly provided in an instrument duly executed by both of the parties hereto.

## **Waiver**. A waiver of any default, breach or non-compliance under this agreement shall not be effective unless in writing and signed by the party hereto to be bound by such waiver. No waiver shall be inferred from or implied by any failure to act or delay in acting by a party hereto in respect of any default, breach or non-observance or by anything done or omitted to be done by the other party. The waiver by a party hereto of any default, breach or non-compliance under this agreement shall not operate as a waiver of that party's rights under this agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

## **Severability**. Any article, section, subsection or other subdivision of this agreement or any other provision of this agreement which is, or becomes, illegal, invalid or unenforceable shall be severed herefrom and shall be ineffective to the extent of such illegality, invalidity or unenforceability and shall not affect or impair the remaining provisions hereof, which remaining provisions shall be severed from any illegal, invalid or unenforceable article, section, subsection or other subdivision of this agreement or any other provision of this agreement and shall otherwise remain in full force and effect.

## **Successors in Interest**. The rights which accrue to Company under this agreement shall pass to its successors or assigns, and may be assigned or transferred by Company, in whole or in part, without the Contractor’s consent. The rights of the Contractor under this agreement are not assignable or transferable in any manner, unless the parties hereto expressly agree, in writing, to the contrary.

## **Counterparts**. This agreement may be executed in one or more counterparts, including facsimile counterparts, each of which when so executed shall be binding upon the party hereto, signatory thereof, pending receipt of the original, and such counterparts together shall constitute one and the same instrument.

## **Governing Law**. This agreement shall be governed by and construed in accordance with the laws of the Province of ● and the laws of Canada applicable therein.

## **Language**. The parties hereto confirm that it is their wish that this agreement as well as any other documents relating hereto, including any notices given hereunder, have been and shall be drawn up in English only.

**IN WITNESS WHEREOF,** the parties hereto have executed this agreement at the date and place first hereinabove mentioned.

**<COMPANY NAME>**,

PER: ,

 <Name>,

 <Title>

*I have authority to bind the corporation*

**<CONTRACTOR NAME>**

PER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

**SCHEDULE “A”**

**Services:**

As an independent contractor having the requisite expertise, the “**Contractor**” will be responsible for working with Company to:

* Description of Services to be provided

**Fees:**

In consideration of the Services provided by the Contractor, Company will pay to the Contractor the following fees:

* List of all applicable fees to be provided

In addition:

* The Contractor agrees to track all of her/his time/days and provide Company with monthly timesheets and invoices within ● business days of the end of each month;
* Company shall make payment to the Contractor within ● days of receipt of all properly submitted and undisputed invoices;
* Company shall reimburse the Contractor for all reasonable expenses actually incurred or paid by the Contractor in the performance of Services under this Agreement as may be agreed on in advance and in writing by the parties; OR
* The Contractor shall be responsible and pay for all of her/his own business expenses, including, without limitation, sales and income taxes, employee and/or agents’ salaries and costs, travel and automobile expenses, office expenses, professional fees and insurance, health and other similar coverage, and retirement benefits and pensions.
* All fees noted above are in Canadian Dollars (CAD).

**Miscellaneous:**

* It is anticipated that the Contractor will be working X days per week/hours per week during normal working weeks.
* The Contractor’s primary work location in the delivery of the Services will be <Address>, with occasional travel, as may be required from time to time.
* The Contractor will report to <Name/Title>, which may be subject to change in Company’s sole discretion from time to time.
* From time to time, Company may request, in writing, that the Contractor provide additional services to those contemplated above. Upon such request, the Contractor shall have five (5) business days to consider the request and to provide Company with written confirmation regarding such request.
* The availability of the Contractor must be known at least 3 months in advance. Any additional need will be provided to the Contractor as soon as possible to see her/his ability to fill it.
* No remuneration is paid to the Contractor during a short or prolonged absence.
* No remuneration is paid to the Contractor for statutory holiday and /or personal vacations.

**<COMPANY NAME>**

Per: **<Name/Title>**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**      **Date dd/mm/yy**

***I have authority to bind the corporation***

**<CONTRACTOR NAME>**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**      **Date dd/mm/yy**