

This Independent Contractor Agreement (“**Agreement**”) dated **today's date** is entered into by and between:

Your Consulting Practice name or your name, having an address at **your address**, and incorporated pursuant to the laws of jurisdiction, doing business as “**informal or public name**”, providing the professional services of **your name** (“**Key Man**”);

(the “**Contractor**”)

AND:

Client Legal Business Name, having an office at **address** and incorporated pursuant to the laws of jurisdiction, doing business as “**informal or public name**”;

(the “**Client**”)

Contractor and Client are individually and together known as “the **Party, Parties**”;

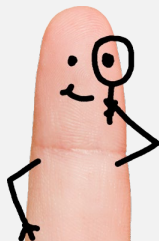
WHEREAS the Client wishes to engage the Contractor to provide certain services and Contractor has agreed to provide such services on the terms and conditions set out in this Agreement;

IN CONSIDERATION OF the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows.

Agreement

1. Relationship of the Parties

- 1.1 Contractor is engaged by the Client to provide the services as indicated in SCHEDULE A of this Agreement. (the “**Services**”).
- 1.2 The relationship between Contractor and the Client is an arms-length independent contractor relationship. Contractor will at all times be an independent contractor with control over the manner and means of Contractor’s performance.
- 1.3 Contractor is not an employee, servant, or agent of the Client and no partnership, joint venture, or agency will be created or will be deemed to be created by this Agreement or by any action of the Parties under this Agreement. Contractor will not represent itself to have or be in any such relationship with the Client.
- 1.4 Concurrently with the execution of this Agreement, Contractor agrees to provide the Client with notice in writing of its GST registration number or, in the alternative, with a written declaration that Contractor is exempt from provincial registration and remittances.
- 1.5 Neither Contractor nor its employees or agents, if any, will be entitled to rights or privileges applicable to the Client’s employees including but not limited to, liability insurance, group insurance, medical insurance, stock options, incentive payments,



Preview for this page is not available

This template is included in the **HR Consulting Kit**, a comprehensive kit that features templates & best practices to set up & manage your HR consulting practice.

Unlock all templates included in the
ConnectsUs HR™ Consulting Kit.
[Link in footer.](#)

- 4.2 The Client will pay the entire Notice Period.
- 4.3 The Client will determine if Contractor will provide Services during the entire Notice Period, a portion of the Notice Period, or not at all during the Notice Period.
- 4.4 A Notice Period where Services are not provided by Contractor but paid by the Client will be calculated using the average of Contractor's invoices during the Term of this Agreement.
- 4.5 If Services are provided during the Notice Period, Contractor will do so in good faith.
- 4.6 Termination shall not relieve the Parties from any obligations, rights and duties and/or liabilities arising up to the effective date of termination including, without limitation, the Client's obligation to compensate Contractor under Section 3.1.

5. Notices

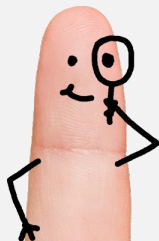
- 5.1 Any notices required by this Agreement will be in writing by email.
 - 5.1.1 Emails to Contractor from the Client will be sent to your name at your email address;
 - 5.1.2 Emails to the Client from Contractor will be sent to Client liaison or CFO at their email address:
- (“Email Notices”)
- 5.1.3 The Parties will reply to Email Notices within 5 business days to provide confirmation of receipt. If such confirmation of receipt is not received within 5 business days, the notice will be delivered by signed courier to the Party's address as indicated on page 1 of this Agreement.

6. Non-Solicitation

- 6.1 During the Term of this Agreement, and thereafter for a period of 6 or 12 months, Contractor will not knowingly attempt to induce any employee, contractor, or customer currently doing business with or being solicited by the Client, to do business with Contractor.

7. Confidentiality

- 7.1 The Client will provide Contractor with access to such confidential information of the Client that Contractor may reasonably require to perform the Services including, without limitation, personal information and records relating to employees and contractors of the Client.
- 7.2 Contractor shall only use such information to the extent reasonably required to perform the Services, and shall take reasonable care to protect the confidentiality of such information and not disclose it without the Client's prior written consent.
- 7.3 Upon the termination or expiration of this Agreement, Consultant will deliver to Client all of Client's property or Confidential Information in tangible form that Consultant may have in their possession or control.



Preview for this page is not available

This template is included in the **HR Consulting Kit**, a comprehensive kit that features templates & best practices to set up & manage your HR consulting practice.

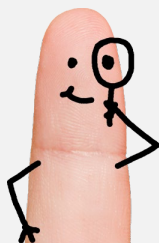
Unlock all templates included in the
ConnectsUs HR™ Consulting Kit.
[Link in footer.](#)

- 9.3 Consultant shall maintain at its sole expense liability insurance covering the performance of the Services by Consultant. Such insurance coverage shall have limits and terms reasonably satisfactory to Client, and Client may require Consultant to provide to Client a certificate of insurance evidencing such coverage.

10. Miscellaneous

- 10.1 This Agreement may not be assigned, nor may performance of the Services be subcontracted by Contractor without the prior written consent of the Client, which consent the Client may in its absolute discretion withhold.
- 10.2 This Agreement constitutes the entire agreement between the Parties and together supersedes any and all prior agreements or understandings, oral or written, between the Parties hereto pertaining to the subject matter covered by this Agreement, and any such prior agreements are hereby terminated and cancelled.
- 10.3 Any amendments to this Agreement must be in writing and signed by both Parties.
- 10.4 This Agreement will be governed by and interpreted in accordance with the laws of Province/State and the laws of Country applicable therein.
- 10.5 The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
- 10.6 This Agreement may be signed in as many counterparts as may be necessary, or by facsimile, scanner, email, or by other electronic means that can produce a printed copy, or by the Parties' reply email, each of which when so executed will be deemed to be an original, and such counterparts, facsimiles, scanned document, email or other electronic copies and acceptance of this Agreement will together constitute one and the same Agreement. The Parties acknowledge and agree that in any legal proceedings between them respecting or in any way relating to this Agreement, each waives the right to raise any defense based on the execution hereof in counterparts or the delivery of such executed counterparts by electronic means.
- 10.7 Time will be of the essence in this Agreement.
- 10.8 This Agreement offer expires end of day on 3 business days from date of contract.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.



Preview for this page is not available

This template is included in the **HR Consulting Kit**, a comprehensive kit that features templates & best practices to set up & manage your HR consulting practice.

Unlock all templates included in the
ConnectsUs HR™ Consulting Kit.
[Link in footer.](#)

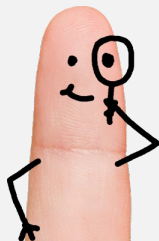
SCHEDULE A

1. The Term

- 1.1 The provision of Services by Contractor will commence on **Start Date** for an indefinite period except as indicated in Section 4.
- 1.2 If the Client requires Services prior to **Start Date**, the terms outlined in this Agreement will apply to such Services.

2. The Services

- 2.1 Contractor agrees to provide Services as required by the Client, which may include the following:
 - 2.1.1 Contractor orientation: Meet with stakeholders, climate assessment, identify HR gaps;
 - 2.1.2 Implementation of standardized HR processes for multi locations, manager training;
 - 2.1.3 Create an HR plan by date;
 - 2.1.4 Strategic and transactional HR Services based on Client priorities, which may include the following:
 - ♦ HR strategy
 - ♦ Organizational structure
 - ♦ Hiring process (opening new positions, marketing positions, collecting applications, interviewing, reference checking, profiling, extending offers, orientation including onboarding documents for payroll and benefits etc.), train and support hiring managers
 - ♦ Creating compelling website career pages
 - ♦ Employment or independent contractor agreements
 - ♦ Employee manual/policies and procedures
 - ♦ Incentive/bonus plans
 - ♦ Terminations
 - Exit documents
 - Training for management on how to conduct termination
 - ♦ Salary surveys and market comparisons
 - ♦ Performance review process
 - ♦ Job descriptions and job evaluation
 - ♦ Orientation programs
 - ♦ Employee survey and execution plan based on survey results
 - ♦ Employee database
 - ♦ Support senior management with ongoing growth, succession plans, change management, communication etc.
 - ♦ Hiring a full-time or part-time HR professional who's right for the Client
 - ♦ Training of HR delegate



Preview for this page is not available

This template is included in the **HR Consulting Kit**, a comprehensive kit that features templates & best practices to set up & manage your HR consulting practice.

Unlock all templates included in the
ConnectsUs HR™ Consulting Kit.
[Link in footer.](#)

connection, printers, phone, shredder, backup services, file sharing subscription, software, anti-virus software.

5. Prior Work

- 5.1 Contractor has proprietary rights to its HR tools, documents, and templates known as the Contractor's HR Toolkit.