

Independent Contractor Agreement

This Independent Contractor Agreement dated Date (the “**Agreement**”) is entered into by and between:

CUSTOMIZER: Formal Legal Company Name, and all of their wholly-owned or controlled subsidiary companies, corporations, limited partnerships and other organized and affiliated entities, having an office at **CUSTOMIZER: Company address**, and incorporated pursuant to the laws of **CUSTOMIZER: Company jurisdiction**, doing business as “**CUSTOMIZER: Insert your short informal Company Name.**”, and **CUSTOMIZER: Insert description of the company Example: Produces, Manufactures, Provides....**; (“**Company**”)

AND:

Contracting Company Legal Name if applicable or independent contractor name having an address at **Contractor/contracting company address**, providing the professional services of **Name of specific individual who will be providing the services (i.e., the "key person")**;

(“**Contractor**”)

The **Contractor** and the **Company** are together known as “the **Parties**”.

WHEREAS the **Company** wishes to engage the **Contractor** to provide certain services and the **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.

1. Relationship of the Parties

- 1.1 The **Company** hereby engages the **Contractor** as an independent contractor to provide the services as indicated in SCHEDULE A of this Agreement. (“**Services**”).
- 1.2 As a result of providing the **Services**, the **Contractor** may create certain work product (the “**Work Product**”).
- 1.3 The relationship between the **Contractor** and the **Company** is an arms-length independent contractor relationship. The **Contractor** will at all times be an independent contractor and free to set their own hours of work, except for attendance at scheduled meetings, and will have control over the manner work is performed.
- 1.4 If applicable, the **Contractor** will provide the supplies and equipment required to perform the **Services** at **Contractor’s** own expense as indicated in SCHEDULE A of this Agreement.
- 1.5 The **Contractor** agrees that the **Contractor** is not an employee, servant or agent of the **Company** 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 and the **Contractor** will not represent themselves to have or be in any such relationship with the **Company**, unless otherwise approved by the **Company**.

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- 2.1 The Contractor agrees to provide the Services set out in SCHEDULE A and such other services as may be agreed by the Parties from time to time.
- 2.2 The Contractor will take direction for their Services from the Company liaison as set out in SCHEDULE A. (“**Primary Company Liaison**”).

3. Key Person Sub-contracting and Assignment

- 3.1 If applicable and without substitution, the Contractor will assign the individual indicated in SCHEDULE A to perform all Services under this Agreement. (“**Key Person**”).
- 3.2 This Agreement may not be assigned, nor may performance of the Services be subcontracted by Contractor without the prior written consent of the Company, which consent the Company may in its absolute discretion withhold. If such consent is granted, no sub-contract entered into by the Contractor will relieve the Contractor from any of their obligations pursuant to this Agreement or impose any obligation or liability upon the Company to any such sub-contractor.
- 3.3 The Contractor will not assign this Agreement, or any of their rights under this Agreement.
- 3.4 The Company may assign this Agreement without notice to the Contractor.

4. Term

- 4.1 This Agreement is effective for the period set out in SCHEDULE A, unless terminated earlier in accordance with “**Section 6**”. (“**Term**”).

5. Fees, Expenses, Billing, Records

- 5.1 In exchange for the Services, the Company will pay to the Contractor the fees and will reimburse the expenses as set out in SCHEDULE A. (“**Fees & Expenses**”).
- 5.2 The Contractor will keep regular and accurate records of all activities, hours spent and expenses incurred in performing the Services and the Contractor will provide the Company with invoices and records as set out in SCHEDULE A. (“**Records**”).
- 5.3 In the event that the Contractor is unable or unavailable to carry out the Services for any reason, the Contractor will not be entitled to fees or expenses during the period of inability or unavailability or for not creating the Work Product.
- 5.4 The Contractor invoices shall be payable by the Company within CUSTOMIZER: Example - 30 days of receipt of invoice.
- 5.5 The Company may at any time offset any amounts owed by the Contractor to the Company against any and all amounts payable by the Company to the Contractor.
- 5.6 Upon request by the Company, the Contractor will provide the Company with sufficient access to their applicable books and records for the purpose of verifying the accuracy of the invoices and expenses submitted by the Contractor to the Company. Should such review reveal an over-charge, the Contractor will refund the amount of the over-charge and, if the over-charge is more than five percent (5%) of the fees payable to the

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Include the Employment Standards body in your jurisdiction. This is the only notice or payment in lieu of notice the Contractor will receive in such an instance.

7. Code of Conduct and Performance

- 7.1 The Services will be performed in a diligent and workmanlike manner consistent with standards generally observed in the industry for the same or similar services.
- 7.2 The Contractor will make every reasonable effort to ensure that all Services provided by the Contractor will be free from defects in material and workmanship.
- 7.3 The Contractor will act honestly and in good faith in what the Contractor reasonably believes to be in the best interest of the Company and exercise the degree of care, diligence and skill that a reasonably prudent service provider would exercise in comparable circumstances.
- 7.4 The Contractor will use their best efforts to promote the interests and welfare of the Company in relation to the Services.
- 7.5 The Contractor may provide Services to other entities but not so as to interfere with the provision of the Services.
- 7.6 The Contractor represents that the Contractor has no agreements with or obligations to others in conflict with their obligations to provide the Services.

8. Staff Policies

- 8.1 The Contractor has received from the Company a copy of the current version of the Staff Policies Manual dated **INSERT: Date of current Staff Policies Manual** (the “Manual”).
- 8.2 The Contractor has read and understands the policies in the Manual (“**Staff Policies**”) and the Contractor will be bound by those Staff Policies to the extent the Staff Policies are applicable to an independent contractor as set out in the Manual.
- 8.3 The Company may, from time to time, amend, alter, or delete policies or topics included in the Manual in order to meet its business needs or adhere to changing legislation, and the Contractor agrees that upon receiving notice of such changes, their engagement with the Company will be governed by such revised policies.
- 8.4 If the Contractor does not understand any of the information included in the Manual, the Contractor can discuss any questions the Contractor may have with **CUSTOMIZER: Insert Title, not name of the individual** prior to signing and returning this Agreement.
- 8.5 The Contractor understands that failure to adhere to Staff Policies may result in immediate termination of this Agreement with the Company without a Notice Period.
- 8.6 It is the Company’s intention to be compliant with the law throughout the Manual and in the event that something in the Manual conflicts with federal or provincial laws, those laws will govern.
- 8.7 In the event of an inconsistency between the terms in the Manual and this Agreement, the terms of this Agreement will prevail.

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- 13.3 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.
- 13.4 This Agreement will be governed by and interpreted in accordance with the laws of CUSTOMIZER: Insert Jurisdiction - State or Province and the Federal laws of CUSTOMIZER: Insert Country applicable therein.
- 13.5 Any amendments to this Agreement must be in writing and signed by both Parties.
- 13.6 The Parties agree that any dispute that arises with respect to the application or interpretation of this Agreement will be reviewed in the following manner:
- 13.6.1 By discussion between the Parties;
- 13.6.2 If the Parties are unable to resolve their disagreement by discussion, by way of mediation; and
- 13.6.3 If the Parties are unable to resolve their disagreement by way of discussion or mediation, it will be determined by way of binding arbitration, conducted in accordance with the Arbitration Act of CUSTOMIZER: Insert jurisdiction.
- 13.7 The Contractor acknowledges that the Company has provided them with a reasonable opportunity to obtain independent third-party advice with respect to the contents, terms, and effects of this Agreement and that the Contractor has either obtained such advice prior to executing this Agreement or has willingly chosen to execute this Agreement without having obtained such advice; that the Contractor signs this Agreement as a free act.
- 13.8 Time will be of the essence in this Agreement.
- 13.9 This Agreement may be signed in as many counterparts as may be necessary, or by facsimile, or by other electronic means producing 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 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 relating in any way 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.
- 13.10 No consent or waiver, express or implied, by the Company of any breach or default by the Contractor hereunder will be deemed or construed to be a consent or waiver to or of any other breach or default by the Contractor.
- 13.11 In the event that legal action is instituted to enforce or interpret this Agreement, each Party shall be responsible for its own costs and legal fees.
- 13.12 This Agreement offer **expires end of day on** Insert expiry date: No less than 3 full business days.

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SCHEDULE A

1. The Term

- 1.1 The provision of the Services by the Contractor to the Company will commence on **Insert Start Date 1.** and end on **Insert End Date or 2.** be for an indefinite period except as indicated in **“Section 6”**.

2. The Services

- 2.1 Contractor agrees to provide Services required by the Company as follows:

2.1.1 Services may include:

2.1.1.1 For general services where results are unknown. Example: Transactional HR Services

2.1.1.1.1 More Details

2.1.1.1.2 More Details

2.1.1.2 For general services where results are unknown. Example: Transactional HR Services

2.1.1.2.1 More Details

2.1.1.2.2 More Details

- 2.2 Except in the case of significant unforeseen circumstances or scheduled absences, the Contractor will provide Services for a minimum of **EXAMPLE: 20** and a maximum of **EXAMPLE: 25** hours per week normally delivered as follows.

2.2.1 **7 hours per day:** Tuesdays and Thursday on Company-premises

2.2.2 **6 hours per week:** Outside **Company**-premises

(the **“Schedule”**)

2.2.3 The Schedule may be revised to provide flexibility based on Company requirements when mutually agreed-upon by email by both Parties.

2.2.4 Services that average 20 hours a week or add up to less than or equal to 40 hours in any bi-weekly period, does not constitute an amendment to the Schedule.

Or if project related

- 2.3 Contractor agrees to complete the following Services as per noted timelines:

2.3.1 **EXAMPLE: Employee Manual** by **Date** including:

2.3.1.1 **EXAMPLE: Includes a minimum of 50 topics that represent minimum requirements to protect the Company as well as required HR best practices;**

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- 4.2.3 Two (2) completed “Contractor Weekly Timesheet” that relate to the bi-weekly period of the invoice;
- 4.2.4 Two (2) completed “Weekly Status Report” that relate to the bi-weekly period of the invoice.

5. Key Person

- 5.1 Name of individual the Company insists will provide the Services - particularly if the Agreement is with a legal entity or business will be assigned to perform all Services under this Agreement.

6. Primary Company Liaison

- 6.1 The Contractor will take direction relating to the provision of their Services to the Company from Insert title, not name of individual.

7. Supplies

- 7.1 When Contractor is providing Services on Company premises, the Company will provide Contractor with a desk, telephone, internet connection, and Contractor will provide laptop. All work will be backed up on the Company’s server.
- 7.2 When Contractor is providing Services outside of Company premises, they will supply the labor, supplies, and equipment necessary to provide the Services at its own expense, including: office space, desktop computer, laptop, internet connection, printers, phone, shredder, backup services, file sharing subscription, software, anti-virus software.

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