

## SCHEDULE "A" - SERVICES

### VIU Services Agreement Template Forms

The VIU Services Agreement template forms are used when VIU is purchasing services from another party for a fee. They should not be used if VIU is providing a service to another party, or VIU and another party are collaborating on a program or service. There are two VIU Services Agreement template forms:

- (1) **Services Agreement (CGL)** – to be used in most situations and requires the Contractor to have WorkSafeBC liability coverage and Commercial General Liability insurance, and allows for additional insurance requirements to be described by attaching a separate Schedule "C"; and
- (2) **Services Agreement (WorkSafeBC)** – to be used in limited circumstances and requires that the Contractor have WorkSafeBC liability coverage but no other insurance coverage. This form can be used where the nature of the Services represents a low risk to VIU. An example of a low risk activity is when a Contractor is delivering a short-term workshop or course on a VIU campus to staff or students of VIU.

Consider the nature of the Services being provided and the associated risks when determining which form to use and the required insurance. See Schedule "C" for additional insurance information.

### Description of Services

Describe the Services in the space provided on Page 1 or attach a separate Schedule "A". Include details of the activities to be performed, where, how (including resources to be provided by the Contractor and any key personnel), and the required deliverables. Recommended wording and headings are set out in black font below. If using a separate Schedule "A", remove all instructions in red and ensure that the footer includes the page number and spaces for the parties' initials. Both parties should initial all pages of the Agreement (except Page 1).

If the Services are detailed in a proposal or other document acceptable to VIU, it may be appropriate to attach it and insert a reference in Schedule "A" such as "The services detailed in the [proposal/letter of engagement/statement of work] dated [insert date] attached as Schedule "A" to this Agreement."

For course instruction, clearly indicate the course name, date(s) and hours of instruction, whether the Contractor will be teaching a course provided by VIU or providing their own course content, and whether the Contractor is responsible for supplying course materials.

The Contractor shall provide the following services to VIU (the "Services"):

Description of Services: *Include a detailed description of the nature and scope of services being provided.*

Location: *Specifically identify – for example Room 200, Building 250, 900 Fifth Street, Nanaimo, BC.*

Conduct of Services: The Contractor must perform the Services in the following manner:

*Describe how the Contractor will be required to perform the Services – standards, resource commitments including staff qualifications and time, materials, equipment, facilities, and volunteer time. Extract details from a proposal or statement of work (if not attaching to this Agreement) or as negotiated. Key personnel should be identified by name and role/responsibilities as indicated below.*

The key personnel of the Contractor who will be involved in providing the Services are:

Deliverables: The Contractor must .....

*Identify any deliverables or required end product being purchased by VIU. This may include items such as a delivery schedule, formats, quantity, and specific or technical requirements, or report. If this Agreement is used for course instruction where there will be a test and certification, ensure that the relevant standard or identified course content is described, for example, "Deliver course content so that participants meet requirement to write [certification test]."*

## SCHEDULE "B" – SERVICE FEES

*Describe the fees, expenses and taxes payable by VIU in the space provided on Page 1 or by attaching a separate Schedule "B". Include the type of fee (flat, daily, hourly, per unit or deliverable), the type (if any) of expenses that will be paid by VIU, whether there is a maximum amount of fees and expenses that VIU is agreeing to pay, and a reference to applicable taxes.*

*Recommended wording for the different types of fees and expenses is set out in black font below. Remove all instructions in red and use the applicable wording depending on the circumstances. If using a separate Schedule "B", ensure that the footer includes the page number and spaces for the parties' initials. Both parties should initial all pages of the Agreement (except Page 1).*

Fees and expenses (collectively, the "Service Fees") and applicable taxes shall be paid by VIU for the satisfactory provision of the Services, on received of a satisfactory invoice from the Contractor, based on the following:

Fees:

*Flat Rate* : \$ \_\_\_\_\_ plus applicable taxes for performing the Services during the Term.

*Daily Rate* : at a rate of \$ \_\_\_\_\_ per day plus applicable taxes (based on a day of \_\_\_\_\_ hours) for those days during the Term when the Contractor provides the Services. If the Contractor provides the Services for less than the required hours on any day, then fees for that day will be reduced proportionally.

*Hourly Rate*: at a rate of \$ \_\_\_\_\_ per hour plus applicable taxes for those hours during the Term when the Contractor provides the Services.

*Rate per Unit/Deliverable* : at a rate of \$ \_\_\_\_\_ for each *[unit/deliverable]* plus applicable taxes provided by the Contractor as Services during the Term up to *[units/deliverables]*.

Expenses:

In addition to the fees set out above, VIU shall reimburse the Contractor, based on actual costs or approved VIU rates, the following expenses:

- a. travel, accommodation and meal expenses for travel greater than \_\_\_\_\_ kilometers *[or other agreed distance]* away from *[insert place in which Contractor is located or other agreed location]*;
- b. mileage reimbursement of \$ \_\_\_\_\_ per kilometer for travel greater than \_\_\_\_\_ kilometers *[or other agreed distance]* away from *[insert place in which the Contractor is located or other agreed location]*;
- c. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and
- d. *[Describe any other types of permitted expenses.]*

Maximum Amount Payable:

In no event shall the Service Fees payable to the Contractor exceed, in the aggregate, \$ \_\_\_\_\_ plus applicable taxes.

## SCHEDULE "C" - INSURANCE

*All Contractors are required to have WorkSafeBC liability insurance coverage and most Contractors must also have Commercial General Liability insurance in an amount not less than \$2,000,000.00 and up to \$5,000,000.00, and may require other types of insurance, depending on the nature of the Services and an assessment of the associated risks. Use the "Services Agreement (WorkSafeBC)" version of this Agreement where only WorkSafeBC is required or the "Services Agreement (CGL) for all other circumstances.*

*To determine whether additional insurance should be included in the Agreement, consult with the Business Case and Contracts Office or Procurement. Then insert the additional insurance requirements by attaching a separate Schedule "C". Ensure that the footer on Schedule "C" includes the page number and spaces for the parties' initials. Both parties should initial all pages of the Agreement (except Page 1).*

*For the types of insurance described below, the wording in black font must be used without modification (except for inserting or deleting the information contemplated by the instructions below and deleting instructions in red) unless the Vice-President, Administration and Finance's Office has been consulted concerning the modification.*

During the Term, the Contractor shall, at its expense, maintain the following additional insurance:

1. Professional Liability in an amount not less than \$1,000,000.00 *[this is the minimum amount. \$2M or more may be required depending on the type of professional being engaged and for activities with higher risk]* per claim, insuring the Contractor's liability resulting from errors and omissions in the performance of professional services under this Agreement and this insurance must be endorsed to provide VIU 30 days' advance written notice of cancellation.
2. Automobile Liability on all vehicles owned, operated or licensed by the Contractor in an amount not less than \$2,000,000.00 per occurrence, and where applicable the Contractor may show evidence of this insurance using an ICBC Confirmation of Insurance Coverage (APV-47) form in place of the requirement for a Certificate of Insurance.
3. Employer Liability covering each of its employees to the extent of not less than \$2,000,000.00 where such employees are not covered by WorkSafeBC or where WorkSafeBC is not an exclusive remedy.