

# SERVICES AGREEMENT – VIU SERVICES

THIS AGREEMENT made effective the **DATE** day of **MONTH**, 201**YEAR**.

**BETWEEN:** VANCOUVER ISLAND UNIVERSITY  
 900 FIFTH STREET  
 NANAIMO, BC  
 V9R 5S5  
 Contact Person: **Full Name**  
 Telephone No.: (250) **### #### Loc ####**  
 Facsimile No.: (250) **### ####**  
 Email: **email address**  
 (“**VIU**”)

**AND:** **CLIENT LEGAL NAME**  
**ADDRESS**  
**CITY, PROVINCE/STATE**  
**POSTAL CODE/ZIP CODE**  
 Contact Person: **Full Name**  
 Telephone No.: **(###) ### #### Loc ####**  
 Facsimile No.: **(###) ### ####**  
 Email: **email address**  
 (the “**Client**”)

**VIU AND THE CLIENT AGREE AS FOLLOWS:**

**SCHEDULE “A” – SERVICES AND TERM**

(a) VIU shall provide the following services to the Client (the “**Services**”):

[Click here to enter text - See Schedule “A” for language and content recommendations. Attach a separate Schedule “A” if space is not adequate and insert “See Schedule “A” attached” in this section.](#)

(b) Notwithstanding the date of execution of this Agreement, VIU shall provide the Services commencing on **MONTH DAY, YEAR** and ending on **MONTH DAY, YEAR** (the “**Term**”).

**SCHEDULE “B” – SERVICE FEES**

(a) Fees and expenses (collectively, the “**Service Fees**”) and applicable taxes shall be paid by the Client to VIU for the satisfactory provision of the Services, on receipt of a satisfactory invoice from VIU, based on the following:

[Click here to enter text – See Schedule “B” for language and content recommendations. Attach a separate Schedule “B” if space is not adequate and insert “See Schedule “B” attached” in this section.](#)

(b) Payment shall be made to VIU within thirty (30) days after receipt of a satisfactory invoice. Payment should be submitted to: Vancouver Island University, Accounts Receivable, Building 300, Room 143, 900 Fifth Street, Nanaimo, BC, V9R 5S5.

In signing this Agreement, the Client certifies that the Client understands the additional terms and conditions of this VIU Services Agreement on the reverse side of, or attached to, this form.

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

**VANCOUVER ISLAND UNIVERSITY**

**CLIENT**

SIGNED by a duly authorized representative of VIU

SIGNED by a duly authorized representative of the Client

Name: [Click here to enter name.](#)  
 Position: [Click here to enter position.](#)

Name: [Click here to enter name.](#)  
 Position: [Click here to enter position.](#)

# ADDITIONAL TERMS AND CONDITIONS OF VIU SERVICES AGREEMENT

## NATURE OF SERVICES

1. The Client retains VIU to provide the Services during the Term as described in Schedule "A" attached to this Agreement. VIU acknowledges that it has been selected on the basis of its special expertise and competence which are necessary elements of the Services to be provided by VIU.
2. VIU shall perform the Services in a professional manner to the standards of skilled and qualified persons ordinarily providing services of the type of Services to be provided under this Agreement, and shall dedicate sufficient resources to complete the Services within the timelines or schedules agreed to with the Client.

## PAYMENT

3. The Client shall pay to VIU, in full payment for providing the Services, the Service Fees, in the manner and at the times set out in Schedule "B" attached to this Agreement. Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
4. VIU shall be solely responsible for registering for tax purposes, as required, and for remitting, when due, all taxes, duties, fees, or assessments relating to the provision of the Services by VIU under this Agreement.

## INDEPENDENT CONTRACTOR

5. VIU shall be an independent contractor and not the servant, employee or agent of the Client. Unless otherwise specified in this Agreement, VIU must supply and pay for all labour, materials, equipment, tools, facilities, and licenses necessary or advisable to perform its obligations under this Agreement.
6. VIU shall not in any manner whatsoever commit or purport to commit the Client to the payment of any money to any person.
7. The Client may, from time to time, give such instruction to VIU as the Client considers necessary in connection with the provision of the Services, but VIU shall not be subject to the control of the Client in respect to the manner in which such instructions are carried out.
8. All employees, agents or subcontractors of VIU providing the Services will remain at all times the employees, agents or subcontractors of VIU and not of the Client, and are not entitled to and will not receive any benefits, allowances or rights in any way associated with employees of the Client.

## CONFIDENTIALITY AND PRIVACY

9. All records and personal information as defined in the *Freedom of Information and Protection of Privacy Act* (British Columbia) ("**FIPPA**") received, collected, created, used, disclosed and disposed of by VIU as a result of this Agreement are subject to the provisions of FIPPA. The Client shall comply with either the requirements of FIPPA or the *Personal Information Privacy Act* (British Columbia), whichever is applicable to the Client.

## MATERIALS AND INTELLECTUAL PROPERTY

10. Unless otherwise specified in this Agreement, VIU exclusively owns all property rights, including all intellectual property rights, in all materials, including but not limited to records, software, or other materials, whether complete or not, received or produced by VIU, its employees, agents or subcontractors, as a result of this Agreement.

## INSURANCE

11. During the Term, each of VIU and the Client shall, at their own expense, maintain adequate WorkSafeBC liability insurance and any additional insurance which either party is required by law to carry, or which the party considers necessary to cover risks not otherwise covered by insurance specified above in that party's sole discretion.

## ASSIGNMENT AND SUB-CONTRACTING

12. Each party shall not, without the prior written consent of the other party, either directly or indirectly, assign this Agreement or any right under this Agreement. The Client agrees that VIU may enter into a sub-contract with a subcontractor to perform its obligations under this Agreement. No sub-contract entered into by VIU relieves VIU from any obligation under this Agreement or imposes any obligation or liability on the Client to any such subcontractor.

## INDEMNITY

13. The Client shall release, indemnify and save harmless VIU, its governors, officers, employees, servants, volunteers and agents from and against any and all losses, claims, damages, actions, causes of action, costs, expenses, judgments, fines and fees of whatever kind, including solicitors' fees on a solicitor and own client basis, that VIU or any other person may sustain, incur, suffer or be put to arising out of

in connection with any breach of this Agreement or negligent act or omission of the Client, its agents, employees or subcontractors in the performance of, or failure to perform, under this Agreement.

## TERMINATION

14. This Agreement may be terminated by either party at any time during the Term by providing 30 days' written notice to the other party.
15. On the expiry or earlier termination of this Agreement, neither party shall have any further obligation to the other party except that the Client shall be required to pay such unpaid portion of the Service Fees which corresponds to the portion of the Services completed to the Client's satisfaction to the date the expiry or termination is effective. If requested by VIU, the Client will immediately return to VIU any and all materials and information supplied, obtained, created, produced or resulting from or relating to the Services.

## COMPLIANCE WITH LAWS, REGULATIONS AND POLICIES

16. VIU shall obtain all necessary licences, permits or other approvals, and comply with all laws, statutes, rules, orders, ordinances, and regulations, of all governmental authorities relating to the provision of the Services under this Agreement.

## MISCELLANEOUS

17. Each party will designate a representative who will have the responsibility to ensure the proper execution of that party's responsibilities in accordance with the provisions of this Agreement. All communication, except for legal notices will be directed to the party's representative as set out on Page 1 of this Agreement. A party may change its representative by providing written notice to the other party.
18. Any legal notice to be given by a party under this Agreement must be in writing and sent by personal delivery, facsimile or email to the addresses for the parties on Page 1 and, if notice is to VIU, a copy must be provided to the Office of Vice-President, Administration & Finance by facsimile at (250) 740-6489 or email at ovpaf@viu.ca. Notice will be deemed to be delivered if by personal delivery on the date of delivery, and if by facsimile or email, on confirmation of receipt by the recipient.
19. Waiver by either party of any term or breach of this Agreement by the other party is effective only if it is in writing and signed by the waiving party, and is not a waiver of any other term or any other breach of this Agreement.
20. Delays in, or failure of, performance by either party to this Agreement shall not constitute default or give rise to a claim for damages if and to the extent caused by an occurrence beyond the control of the party affected, including but not limited to a decree of government, natural disaster, fire, flood, storm, or power or communications failure, war, riot, or act of terrorism, and strike (including illegal work stoppage or slowdown) or lockout.
21. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada where applicable, and shall be dealt with in the courts of the Province of British Columbia.
22. If any provision of this Agreement is unenforceable or invalid for any reason whatsoever, such unenforceability or invalidity shall not affect any remaining provisions, and such invalid or unenforceable provision shall be severable from the remainder of this Agreement.
23. Paragraphs 9, 10, 13, 15, 16 and 21 of this Agreement shall survive the expiry or earlier termination of this Agreement.
24. This Agreement constitutes the entire agreement between the parties with respect to the subject-matter of this Agreement.
25. This Agreement may only be amended by mutual agreement of the parties in writing.
26. This Agreement shall enure to the benefit of, and be binding on, the parties and their respective successors and permitted assigns.
27. Time shall be of the essence of this Agreement.
28. The Schedules of this Agreement are an integral part of this Agreement as if set out in length in the body of this Agreement.
29. This Agreement may be executed in counterparts and delivered by facsimile or email, and when so executed and delivered will be as effective as if the parties had delivered an executed original Agreement.