

## SCHEDULE "A" - SERVICES

### Services Agreement – VIU Services Template Form

The Services Agreement – VIU Services template form is used when VIU is providing services to another party for a fee. The template form provides the following:

- (1) **Independent Contractor** – VIU is providing the services as an independent contractor supplying all labour, materials, equipment, tools, facilities, and licenses, **unless otherwise specified in the Agreement**. If any of these items are to be supplied by the Client, the appropriate details should be set out in Schedule "A";
- (2) **Intellectual Property** – VIU exclusively owns all property rights, including intellectual property rights, in the records, software or other materials, **unless otherwise specified in the Agreement**. If the Client is to obtain or retain any property rights, the appropriate details should be set out in Schedule "A";
- (3) **Insurance** – Each party is required to have adequate WorkSafeBC liability insurance and any additional insurance they are required by law to carry or, in their discretion, consider necessary;
- (4) **Sub-contracting** – The Client agrees that VIU may sub-contract its obligations under this Agreement to a third party, such as a subcontractor providing instruction, but VIU will remain obligated to the Client to perform such obligations under the Agreement; and
- (5) **Indemnity** – The Client is required to indemnify VIU, but VIU is not prepared to grant an indemnity to the Client in these circumstances.

### 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 VIU 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 provided by VIU to the Client, 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.

VIU shall provide the following services to the Client (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: VIU must perform the Services in the following manner:

*Describe how VIU 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 VIU who will be involved in providing the Services are:

Deliverables: VIU must .....

*Identify any deliverables or required end product being purchased by the Client. 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 the Client to 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 the Client to VIU, whether there is a maximum amount of fees and expenses that the Client 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 the Client to VIU for the satisfactory provision of the Services, on receipt of a satisfactory invoice from VIU, 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 VIU provides the Services. If VIU 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 VIU provides the Services plus applicable taxes.

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

Expenses:

In addition to the fees set out above, the Client shall reimburse VIU, 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 VIU 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 VIU is located or other agreed location]*;
- c. VIU'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 VIU exceed, in the aggregate, \$ \_\_\_\_\_ plus applicable taxes.