

THIS AGREEMENT made effective the **DATE** day of **MONTH**, 20**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**

AND: **CONTRACTOR LEGAL NAME**
ADDRESS
CITY, PROVINCE/STATE
POSTAL CODE/ZIP CODE
Contact Person: **Full Name**
Telephone No.: **(###) ### #### Loc ###**
Facsimile No.: **(###) ### ####**
Email: **email address**
WorkSafeBC No.: **add number**

(“VIU”)

(the “Contractor”)

VIU AND THE CONTRACTOR AGREE AS FOLLOWS:

SCHEDULE “A” – SERVICES AND TERM

(a) The Contractor shall provide the following services to VIU (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, the Contractor 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 VIU for the satisfactory provision of the Services, on receipt of a satisfactory invoice from the Contractor, 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 by VIU within thirty (30) days after receipt of a satisfactory invoice, in accordance with current payment policies of VIU. Invoices (and summary report, if applicable) should be submitted to: Vancouver Island University, Accounts Payable, Building 300, Room 143, 900 Fifth Street, Nanaimo, BC, V9R 5S5

SCHEDULE “C” – INSURANCE

During the Term, the Contractor shall, at its expense, maintain adequate WorkSafeBC liability insurance and the following additional insurance: (i) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence (or such higher amount as VIU requires for activities of higher risk) against bodily injury, personal injury and property damage, and including liability assumed under this Agreement, and must include VIU as an additional insured and a cross liability clause; (ii) such other insurance, if any, described in a separate Schedule “C” attached to this Agreement; and (iii) any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor’s sole discretion.

All additional insurance described above must be endorsed to provide VIU with 30 days’ advance written notice of cancellation or material change, and be primary and not require the sharing of any loss by an insurer of VIU. The Contractor must provide VIU with evidence of all additional insurance in the form of a completed Certificate of Insurance within one week of the commencement of the Term and, if the insurance expires before the end of the Term, within one week of expiration. If requested by VIU, the Contractor must provide to VIU certified copies of the required insurance policy(ies).

In signing this Agreement, the Contractor certifies that the Contractor understands the additional terms and conditions of this 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

CONTRACTOR

SIGNED by a duly authorized representative of VIU

SIGNED by a duly authorized representative of the Contractor

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 SERVICES AGREEMENT

NATURE OF SERVICES

1. VIU retains the Contractor to provide the Services during the Term as described in Schedule "A" attached to this Agreement. The Contractor 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 the Contractor.
2. The Contractor 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 VIU.

PAYMENT

3. VIU shall pay to the Contractor, 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. The Contractor 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 the Contractor under this Agreement. If the Contractor is not a Canadian resident, it acknowledges that VIU may be required to comply with any applicable withholding requirements of Canadian taxing authorities.

INDEPENDENT CONTRACTOR

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

CONFIDENTIALITY AND PRIVACY

9. The Contractor must treat as confidential and shall not, without the prior written consent of VIU, publish, release or disclose, or permit to be published, released or disclosed, either before or after the termination of this Agreement, any materials or information supplied to, accessed, obtained by, or which comes to the knowledge of, the Contractor as a result of this Agreement, except if such publication, release or disclosure is required to perform the Contractor's obligations under this Agreement or to comply with applicable laws, or is information generally known to the public.
10. 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 Contractor shall comply with either the requirements of FIPPA or the *Personal Information Privacy Act* (British Columbia), whichever is applicable to the Contractor.

MATERIALS AND INTELLECTUAL PROPERTY

11. 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 the Contractor, its employees, agents or subcontractors, as a result of this Agreement.

INSURANCE

12. During the Term, the Contractor shall, at its expense, maintain the insurance specified in Schedule "C" attached to this Agreement.

ASSIGNMENT AND SUB-CONTRACTING

13. The Contractor shall not, without the prior written consent of VIU, either directly or indirectly, assign this Agreement or any right of the Contractor, or sub-contract any obligation of the Contractor, under this Agreement. No sub-contract entered into by the Contractor relieves the Contractor from any obligation under this Agreement or imposes any obligation or liability on VIU to any such sub-contractor.

CONFLICT

14. The Contractor shall not, during the Term, perform a service for, or provide advice to, any person where the performance of the service or the provision of the advice may or does, in the reasonable opinion of

VIU, give rise to a conflict of interest between the obligations of the Contractor to VIU under this Agreement and the obligations of the Contractor to such other person.

INDEMNITY

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

TERMINATION

16. Notwithstanding any other provision of this Agreement, if the Contractor fails to comply with any provision of this Agreement then, and in addition to any other remedies available to VIU, VIU may, at its option, immediately terminate this Agreement by giving written notice of termination to the Contractor.
17. This Agreement may be terminated by either party at any time during the Term by providing 30 days' written notice to the other party.
18. On the expiry or earlier termination of this Agreement, VIU shall be under no further obligation to the Contractor except to pay such unpaid portion of the Service Fees which corresponds to the portion of the Services completed to VIU's satisfaction to the date the expiry or termination is effective. If requested by VIU, the Contractor will, at its own expense, immediately deliver to VIU any and all materials and information supplied to, obtained, created, produced or resulting from or relating to the Services.

COMPLIANCE WITH LAWS, REGULATIONS AND POLICIES

19. The Contractor 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. The Contractor shall also comply with all VIU policies, rules and procedures to the extent applicable to the Services to be provided by the Contractor.

MISCELLANEOUS

20. 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.
21. Waiver by VIU of any term or breach of this Agreement by the Contractor is effective only if it is in writing and signed by VIU and is not a waiver of any other term or any other breach of this Agreement.
22. 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.
23. 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.
24. 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.
25. Paragraphs 9, 10, 11, 15, 18 and 19 of this Agreement shall survive the expiry or earlier termination of this Agreement.
26. This Agreement constitutes the entire agreement between the parties with respect to the subject-matter of this Agreement.
27. This Agreement may only be amended by mutual agreement of the parties in writing.
28. This Agreement shall enure to the benefit of, and be binding on, the parties and their respective successors and permitted assigns.
29. Time shall be of the essence of this Agreement.
30. The Schedules of this Agreement are an integral part of this Agreement as if set out in length in the body of this Agreement.