



Independent Contractor Agreement

Date: _____

Between: Alma Mater Society of the University of British Columbia Vancouver (“**AMS**”) - and -
_____ (“**Contractor**”) (*Insert the Legal name of the Contractor.*)

Contractor Phone Number: _____ Contractor Email: _____

If the Contractor is incorporated (eg. Ltd., Inc.) – contact the AMS as a different ICA will be required

AMS is pleased to retain Contractor on the following terms:

Scope of Work (“**SoW**”): List below or attach a separate sheet if necessary

Term:
Start Date: _____
End Date: _____
(subject to earlier termination as set out below).
Location of Services: _____

AMS Liaison (*Department, Club, or Group*):

AMS Liaison Name: _____
AMS Liaison Contact Email: _____

Fee: \$ _____
(*If hourly, use \$X.xx per hour for total of hours worked or if fixed amount, use a lump sum amount of \$X.xx*)

____ Check box if you are a Non-Resident
If Non-Resident, form W-9 must be completed, and a T4A is issued in January of the following year.

Expenses: Contractor is responsible for payment of their own expenses, except for the reasonable costs for expenses directly incurred under the SoW, which expenses, if approved in advance in writing, will be reimbursed to Contractor on an at-cost basis.

Accounts: An invoice should be provided monthly. Payable within 30 days. Must include GST and/or PST number as applicable on an invoice.

Taxes: Contractor is responsible to remit all taxes and contributions arising from payment of the Fee. If the total amount is over \$500 then the Contractor will need to submit the Tax Information Form in the appendix. Contracts will be rejected without this information.

If the Contractor has had multiple contracts totalling more than \$500 worth of work with the AMS within the calendar year, please submit the Tax Information Form found at Appendix 1.

____ Check box if Tax Information Form is already on file with AMS – if unsure, resubmit to avoid delays.



Termination with Notice: Either party may end this Agreement with 48 hours notice. AMS may at any time require Contractor to stop providing services under the SoW, provided that AMS pays Contractor the amount of fees which Contractor would have been entitled to receive for those services up to the end of the notice period. For greater certainty, if notice of termination is provided at least 48 hours prior to the Start Date, no fees will be owing.

Return of Property: Upon termination or expiry of this Agreement, Contractor will return to AMS all AMS property.

Nature of Relationship. Contractor is not an employee of AMS. This Agreement will not create any partnership, joint venture, employer/employee, or any other relationship between AMS and Contractor except that of independent contractor and contractee. Contractor will refer to itself as “Contractor” in representing to third parties their relationship with AMS.

Control and Direction. Subject at all times to Contractor fulfilling its obligations under this Agreement, Contractor will not be subject to direction from AMS as to the manner in which it meets the SoW. Contractor is free to contract their services to third parties, provided those services do not conflict with the services provided under the SoW. Contractor will comply with AMS policies applicable to the workplace in which SoW is performed.

Sub-contracting. Contractor may sub-contract to meet the SoW, subject to AMS’s approval, such approval not to be unreasonably withheld. Contractor will seek approval for each subcontractor it intends to retain to perform services for AMS from the AMS Admin Authorized signing authority. Indicate in the SOW or submit this request to Contracts@ams.ubc.ca for amended approval afterwards.

Indemnity. Contractor agrees to indemnify and hold AMS harmless from all claims, losses, assessments, penalties, interest, liabilities or costs (including without limitation solicitor and own client legal fees) arising directly or indirectly from [a] the performance of the SoW by Contractor; [b] any act or omission of Contractor (including without limitation a breach of this Agreement); [c] any failure by Contractor to make tax remittances; or [d] any acts of negligence, fraud or dishonesty by Contractor.

Confidentiality: Contractor agrees to keep the confidential information of AMS and its employees and members strictly confidential, and not to directly or indirectly use or disclose any of the confidential information of AMS and/or its employees or members except in the good faith performance of the SoW or with AMS’s prior written consent.

Insurance. Because Contractor is an independent contractor, Contractor will not be covered by AMS’s liability insurance and AMS recommends that Contractor obtain both general liability and professional liability insurance independently in the amount of no less than \$2,000,000 per occurrence. Contractor will also have to comply in all aspects with applicable workers compensation legislation. Contractor will provide sufficient proof of required insurance on request by AMS.

All Instructor and Coach Independent Contractors require liability insurance and must automatically submit proof of insurance with their ICA. Click [here](#) for Insurance Resources if needed.

Authority. Contractor does not have the authority to, and will not in any manner whatsoever, commit or purport to commit AMS to any obligations, contractual or otherwise, or to the payment of any money to any person, corporation or entity.

Name and Trade Marks: As an independent contractor, Contractor will operate in accordance with its own name and will not use AMS trademarks unless expressly authorized by AMS. Contractor will not use or include the AMS name and/or trademarks in their business name, business style, and logo or on their cheques, order forms, letterhead and the like.



Work Product: Contractor acknowledges and agrees that all work product including without limitation documentation, computer code, reports, recommendations and manuals developed for AMS under this Agreement will be owned by, belong to and be the property of AMS.

Safety: Contractor acknowledges the importance of safety in the workplace and agrees that: [a] prior to entering a workplace, meet with the person responsible for safety in the workplace (eg. owner or prime contractor) to discuss how to safely carry out the SoW; [b] comply with the directions of the person responsible for safety in the workplace and with applicable OHS regulations and requirements; and [c] have sufficient training and knowledge to safely carry out the SoW, including training and knowledge about risks inherent to the workplace.

Equipment: Contractor will be responsible for supplying their own tools or equipment. The AMS assumes no liability for loss, theft, or damage to the Contractor's tools or equipment

Expenses: The AMS will only reimburse expenses that have been pre-approved in writing and are supported by proper documentation, such as itemized receipts.

Note: All ICA's must be submitted to the AMS a minimum of 10 business days (two weeks) prior to the Contract start date and will not be valid unless signed by the AMS.

Acknowledgment and Acceptance

The signatures below acknowledge the understanding and acceptance of the terms in this Agreement and Contractor acknowledges that they have carefully considered and understand the terms of this Agreement and that they agree the terms are mutually fair and equitable.

Contractor Name [please print clearly]

Contractor Signature

Date: _____

#1 Name of authorized signatory for AMS [please print clearly]

Authorized signatory for AMS signature

Date: _____

#2 Name of authorized signatory for AMS [please print clearly]

Authorized signatory for AMS signature

Date: _____