



Independent Contractor Agreement

Date: _____

Between: Alma Mater Society of the University of British Columbia Vancouver (“**AMS**”) - and -
_____ (“**Contractor**”) (*Insert the name of the Contractor Company*) – and -
_____ (“**Principal**”) (*Insert the legal name of Company representative who is anticipated to provide the services and/or supervise provision of the services*)

If the Contractor is not incorporated (eg. Ltd., Inc.) – contact the AMS as a different ICA will be required

Contractor Phone Number: _____ Contractor Email: _____
GST Number: _____

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 zz hours or if fixed amount, use a lump sum amount of \$X.xx*)
All fees are exclusive of GST and/or PST as applicable.

Expenses: Contractor is responsible for payment of its 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: Monthly. Payable within 30 days. Must include GST and/or PST number as applicable.

Taxes: Contractor will promptly pay all taxes and contributions, including taxes and contributions payable for or in respect of Principal.

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. If notice of termination is for a termination date prior to the Start Date, no fees will be owing.

Return of Property: Upon termination or expiry of this Agreement, Contractor will return, and will cause its employees, including Principal, to return, to AMS all AMS property.



Nature of Relationship. Neither Contractor nor Principal, are the employee of AMS. This Agreement will not create any partnership, joint venture, employer/employee, master/servant or any other relationship between AMS and Contractor (or Contractor's employee, Principal) except that of independent contractor and contractee. Contractor will refer to itself as "Contractor" and each employee of Contractor, including Principal, will refer to him/herself as an employee of 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 and its employee, Principal, are also free to contract their services to third parties, provided those services do not conflict with the services provided under the SoW. Contractor will, and will cause its employees, including Principal, to comply with AMS policies applicable to the workplace in which SoW is performed.

Employees. Contractor may retain its own employees to meet the SoW, subject to AMS's approval, such approval not to be unreasonably withheld. Contractor will seek approval for each employee it intends to hire 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 or Principal (including without limitation a breach of this Agreement); [c] any failure by Contractor to make tax remittances on behalf of its employees, including Principal; or [d] any acts of negligence, fraud or dishonesty by Contractor or Principal.

Confidentiality: Contractor and Principal agree 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. Contractor agrees to cause all its employees who provide service to AMS to also comply with this obligation of confidentiality.

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 and must maintain such coverage as is required by that legislation for Contractor's employees, including Principal. Contractor will provide sufficient proof of required insurance on request by AMS.

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 and will cause Principal and any other employees of Contractor not to use or include the AMS name and/or trademarks in their business name, business style, and logo or on 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 Contractor's employees, including Principal, will: [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 and Principal acknowledge that each have carefully considered and understand the terms of this Agreement and that each agrees the terms are mutually fair and equitable.

Contractor Name [please print clearly]

Authorized signatory

Date: _____

Principal Name [please print clearly]

Principal 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: _____