**INDEPENDENT CONTRACTOR AGREEMENT**

**THIS AGREEMENT made with effect as of the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_**

**B E T W E E N:**

**<INSERT PRINCIPAL NAME>**

**("<INSERT PRINCIPAL NAME>")**

**-and-**

**[INSERT NAME]**

(the "**Contractor**")

**Engagement and Authority**

1. Subject to the terms and conditions herein, <INSERT PRINCIPAL NAME> hereby engages the Contractor and the Contractor hereby accepts such engagement as a non-exclusive Independent Contractor.
2. The Contractor will provide <INSERT PRINCIPAL NAME> with the services described below in regard to the project at [**project address(es)]**:

* [**insert description**]

1. Neither party shall have the power to obligate or bind the other party in any manner whatsoever and the Contractor shall have no authority to assume or create any obligation whatsoever in the name of <INSERT PRINCIPAL NAME>. The Contractor hereby undertakes and agrees that the Contractor will not furnish to any client of <INSERT PRINCIPAL NAME> or any other persons carrying on business with <INSERT PRINCIPAL NAME>, any representations, warranties, undertakings or guarantees of any nature whatsoever which may tend to involve the responsibility, obligation, or liability of <INSERT PRINCIPAL NAME> without <INSERT PRINCIPAL NAME>'s prior written approval and authorization.

**Nature of the Relationship**

1. The Contractor shall at any and all times and for any and all purposes be considered and treated as an Independent Contractor of <INSERT PRINCIPAL NAME>.
2. This Agreement shall not be construed as employer-employee, agency, partnership, joint venture or similar relationship between the Contractor and <INSERT PRINCIPAL NAME>. <INSERT PRINCIPAL NAME> shall in no way be held liable or accountable for any action, inaction or obligation of the Contractor whatsoever.

**Term**

1. This Agreement shall be effective as of [**insert date**] and shall continue in full force and effect until the completion of the project, unless terminated earlier in accordance with the Termination section below.

**Termination**

1. This agreement is terminable:
   1. by <INSERT PRINCIPAL NAME> without notice if there is a breach by the Contractor of any of its duties, responsibilities, obligations or covenants contained herein; or
   2. by <INSERT PRINCIPAL NAME> without cause at any time in the event that the client does not approve of the Contractor.
2. If <INSERT PRINCIPAL NAME> terminates this Agreement for cause or without cause under this Section, <INSERT PRINCIPAL NAME> shall have no further obligation to the Contractor.
3. <INSERT PRINCIPAL NAME> reserves the right to cancel this Agreement, without notice, if there is a breach by the Contractor of any of its duties, responsibilities, obligations or covenants contained herein.

**Compensation**

1. <INSERT PRINCIPAL NAME> agrees to pay the Contractor [**insert fee details**].
2. The Contractor shall submit an invoice in respect of the agreed upon fees, which shall confirm either the Contractor’s HST number or the Contractor’s SIN.
3. Subject to <INSERT PRINCIPAL NAME> confirming satisfactory completion of the Contractor’s services at the project, the agreed upon fees shall be paid as follows: <Insert Terms>
4. [**Optional]** In the event that <INSERT PRINCIPAL NAME> is unable to collect any amounts owing to it from its client in regard to any services rendered by the Contractor, the Contractor will no longer be entitled to any fees in regard to those services. To that end, and without limiting <INSERT PRINCIPAL NAME>'s rights in any manner, the Contractor agrees that <INSERT PRINCIPAL NAME> can deduct from any amount owing to it any amount that is owing by the Contractor to <INSERT PRINCIPAL NAME>.
5. The Contractor shall not be entitled to participate in any of <INSERT PRINCIPAL NAME>'s benefit plans or other compensation packages provided to its employees.

**Materials, Etc.**

1. The Contractor is responsible for providing all materials or equipment necessary to perform the services hereunder, and for all expenses incurred in providing the services.
2. The Contractor is also responsible for obtaining and maintaining general liability insurance coverage for no less than $1,000,000.00. The Contractor also agrees, upon request, to provide the Company with evidence of the Contractor’s general liability insurance coverage.
3. The Contractor is also responsible for obtaining and maintaining WSIB coverage. The Contractor also agrees, upon request, to provide the Company with evidence of the Contractor’s WSIB coverage by way of a Clearance Certificate.

**Statutory Requirements**

1. The Contractor agrees that it is responsible for making all required statutory remittances.
2. The Contractor and the Contractor’s principal, [**insert name**], agree to save harmless and indemnify <INSERT PRINCIPAL NAME> from and against all claims, charges, taxes, penalties or demands which may be made by or related to the Minister of National Revenue requiring <INSERT PRINCIPAL NAME> to pay income tax, charges, or penalties under the *Income Tax Act* (Canada) or the *Excise Tax Act* in respect of the Contractor and/or the Contractor’s principal.

**Other Activities**

1. The Contractor is free to engage in other business activities, provided that the Contractor does not engage in any such activities which are inconsistent with or in conflict with any provisions of this Agreement or that so occupy the Contractor's attention so as to interfere with the proper and efficient performance of the Contractor's services hereunder.

**Assignment**

1. The Contractor is required to have the Contractor’s owner at the project when the Contractor is performing work, unless <INSERT PRINCIPAL NAME> agrees otherwise.
2. The Contractor is free to use any of its servants, agents, employees, directors, or principals that it wishes in order to render its services under this Agreement. For its own due diligence, the Contractor must inform <INSERT PRINCIPAL NAME> in writing of the individual(s) it intends to use in rendering its services. This notice must include confirmation of the individual’s qualifications, experience, and (where applicable) criminal record check.
3. <INSERT PRINCIPAL NAME> reserves the right to reasonably require that the Contractor not use certain person(s) to render services under this Agreement.
4. The Contractor may not subcontract the work under this Agreement to another business, unless <INSERT PRINCIPAL NAME> agrees otherwise.

**Indemnity**

1. The Contractor shall indemnify and forever save <INSERT PRINCIPAL NAME> harmless from and against all liabilities, costs, damages and expenses (including all legal fees, taxes and disbursements) which <INSERT PRINCIPAL NAME> may suffer or incur resulting from any omission, negligent act, wrongful act on the part of the Contractor and/or any of the Contractor’s servants, agents, employees, principals, directors, or other persons for those actions the Contractor is responsible.

**Confidential Information**

1. The term "Confidential Information" means information and data not known generally outside <INSERT PRINCIPAL NAME> concerning <INSERT PRINCIPAL NAME>'s business and technical information, including, without limitation, information relating to Inventions, as defined below, know-how, trade secrets, processes, specifications, reports, manuals, clients, client lists, and confidential information, financial and marketing data and business plans.
2. It is understood that Confidential Information does not include:
   * 1. information which is or becomes generally available to the public or within the industry through no act or omission on the part of the Contractor; or
     2. information which is required to be disclosed pursuant to any statute, regulation, order, subpoena or document discovery request, provided that it shall, as soon as practicable, give <INSERT PRINCIPAL NAME> prior written notice of such required disclosure in order to afford <INSERT PRINCIPAL NAME> an opportunity to seek a protective order (it being agreed that if a protective order is not sought or obtained in such circumstances, the Contractor may disclose such information without liability).
3. The Contractor agrees that all Confidential Information is the property of <INSERT PRINCIPAL NAME> and shall remain so and that the disclosure of any Confidential Information would be highly detrimental to the best interests of <INSERT PRINCIPAL NAME> and could severely damage the economic interests of <INSERT PRINCIPAL NAME>. Except as otherwise herein provided, the Contractor agrees that during the Term and thereafter, the Contractor will hold in strictest confidence, and will take all necessary precautions against unauthorized disclosure of, and will not use or disclose to any person, firm or corporation, without the written authorization of <INSERT PRINCIPAL NAME>, any of the Confidential Information, except as such use or disclosure may be required in connection with the work of the Contractor for <INSERT PRINCIPAL NAME> hereunder. The Contractor understands that this Agreement applies to computerized and electronic as well as written information.
4. Upon and following the termination of this Agreement, the Contractor agrees not to take any Confidential Information that is in written, computerized, machine-readable, model, sample, or other form capable of physical delivery, without the prior written consent of <INSERT PRINCIPAL NAME>. The Contractor also agrees that, upon the termination of this Agreement, the Contractor shall deliver promptly and return to <INSERT PRINCIPAL NAME> all such materials, along with all other property of <INSERT PRINCIPAL NAME>, in the Contractor’s possession, custody or control and the Contractor shall make no further use of same. Should any such items be discovered by the Contractor after the termination of this Agreement, the Contractor agrees to return them promptly to <INSERT PRINCIPAL NAME> without retaining copies of any kind.

**Inventions**

1. During the term of this Agreement, the Contractor may participate in or individually invent intellectual property. As a term of this Agreement, the Contractor agrees that such intellectual property is owned exclusively by <INSERT PRINCIPAL NAME>. The Contractor also agrees to disclose such property to <INSERT PRINCIPAL NAME> immediately upon invention or discovery and to execute such documentation as is required to secure ownership in favour of <INSERT PRINCIPAL NAME>.

**Non-Solicitation**

1. During the term of this Agreement and for a period of 12 months thereafter, the Contractor shall not, for whatever reason, individually or in partnership or jointly or in conjunction with any person, firm, association, syndicate, company, corporation, joint venture, partnership or entity, as principal, agent, employee, shareholder, director, officer, owner, investor, partner, or any other manner whatsoever, directly or indirectly, solicit or induce or attempt to solicit or induce any client(s) of <INSERT PRINCIPAL NAME>, or solicit or induce or attempt to solicit or induce any employee(s), independent contractor(s) and/or supplier(s) of <INSERT PRINCIPAL NAME> to breach or terminate their contract or to ceasing having the same relationship with <INSERT PRINCIPAL NAME>.

**Enforceability**

1. The Contractor understands and agrees that the Confidential Information, Inventions, and Non-Solicitation provisions above are reasonable, enforceable and independent of one another should any provision be found unenforceable by a court of law. Further, the Contractor understands that a breach of any of these provisions during the term of this Agreement constitutes just cause for termination of the Agreement and that whether during or after the term of this Agreement, such breach causes irreparable harm which may be remedied by injunction and damages.

**Notices**

1. Every notice provided for in this Agreement shall be written and directed to the party at the following address:
2. If to <INSERT PRINCIPAL NAME>:

**[Insert address]**

1. If to the Contractor:

[**insert address**]

**Governing Law**

1. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

**Non-Merger**

1. Notwithstanding any other provision in this Agreement to the contrary, the provisions of the paragraphs dealing with Confidential Information, Inventions, and Non-Solicitation hereof shall survive termination of this Agreement and shall not merge therewith.

**Waiver of Breach**

1. The failure of either party to require the performance of any term or condition of this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent a subsequent enforcement of any such term or any other term nor shall it be deemed a waiver of any subsequent breach.

**Severability and Modification**

1. Each of the provisions of this Agreement (and each part of each such provision) is severable from every other provision hereof (and every other part thereof). In the event that any provision (or part thereof) contained in this Agreement or the application thereof to any circumstances shall be invalid, illegal or unenforceable, in whole or in part, for any reason whatsoever, in any jurisdiction and to any extent, such provision (or such part thereof) shall be severed from this Agreement and ineffective to the extent of such invalidity, illegality or unenforceability in such jurisdiction and in such circumstances and the remaining provisions of this Agreement (or the remaining parts of such provision, as the case may be) shall nevertheless remain in full force and effect.

**Entire Agreement**

1. The provisions of this Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral, between the parties hereto and any of their predecessors. Any amendments or alterations to this Agreement must be made in writing and signed by both parties.

**CONTRACTOR**

**[insert name] Date**

**<INSERT PRINCIPAL NAME>**

**Per: Date**

**Authorized Signing Officer**