

1.4 INDEPENDENT CONTRACTOR PROFESSIONAL SERVICES AGREEMENT

George Brown College (herein after called the "College") enters into a binding agreement for professional services (the "Agreement") with _____ (hereinafter called the "Contractor") as outlined in Schedule "A" attached.

Contractor: [NAME]
[ADDRESS]

HST Number _____

1. TERM

This Agreement is effective from _____ to _____, after which time it may be renewed by mutual written agreement of both parties. Except as otherwise set forth below, this Agreement shall expire as of the close of business on _____.

2. EARLY TERMINATION

This Agreement may be terminated by the College at any time prior to its expiry on ten (10) days' prior written notice.

The College may immediately terminate this Agreement upon written notice to the Contractor if the Contractor materially breaches its obligations under this Agreement or engages in any conduct which the College, in its sole discretion, determines has or could have an adverse impact on the College's reputation or interests.

The College shall have no obligation to the Contractor for any fees or other payments incurred in connection with this agreement, after the effective date of termination. Upon termination, all work prepared or produced by the contractor pursuant to this Agreement shall be immediately delivered to the College.

3. SERVICES

The Contractor agrees to provide, as an independent Contractor, the services described in Schedule "A", attached.

4. INDEPENDENT CONTRACTOR

The Contractor will act as an independent contractor under this Agreement, and neither the Contractor nor any employee or agent or contract personnel of the Contractor is, or shall be deemed to be, an employee of the College due to this Agreement and the relationship between the Contractor and the College. In its capacity as an independent contractor, the Contractor agrees to and represents the following:

1. The Contractor will provide the services under this Agreement free from _____ the direction or control of the College as to means, manners and methods of performance;

2. The Contractor has the right and does fully intend to perform services for third parties during the Term;
3. The services required by this Agreement shall be performed by the Contractor, or Contractor's employees or contract personnel and the College shall not hire, supervise, or pay any assistants to help the Contractor;
4. Neither the Contractor nor the Contractor's employees or contract personnel shall receive any training from the College in the professional skills necessary to perform the services required by this Agreement; or
5. Neither the Contractor nor Contractor's employees or contract personnel shall be required by the College to devote full time to the performance of the services required by this Agreement; and
6. The Contractor does not receive the majority of its annual compensation from the College.

The College and the Contractor acknowledge and agree that the College is entering into this Agreement with reliance on the representations made by the Contractor relative to its independent contractor status.

5. COMPENSATION INFORMATION

- A. The Contractor will provide the College with regular monthly invoices for services rendered at a rate agreed to be \$_____ per _____, for a total contract value of \$_____ plus applicable Harmonized Services Tax. This amount includes all embedded expenses.
- B. Payment under this Agreement shall be made by the College to the Contractor upon receipt and approval by the Contract Manager of the Contractor's billing statement stating that the work for which payment is requested has been appropriately performed.
- C. All billing statements must reflect actual work done.
- D. The Contractor's billing statement(s) may be subject to a final audit prior to the release of the final payment.

6. EXPENSES

The Contractor will be responsible for all expenses and costs incurred in connection with the provision of services under this Agreement. In particular, as an independent Contractor, the Contractor will be responsible for its own Canada Pension Plan, Employment Insurance, Employer Health Tax, Workplace Safety and Insurance and Income Tax contributions, all statutory or other deductions, taxes, premiums or contributions related to the payments made hereunder, as well as the cost of any health benefits it may wish to secure for its staff. The Contractor will be responsible for providing work-related materials, supplies and equipment required in providing services under this Agreement. Any materials that may be provided by the College for use during the term of this Agreement must be returned promptly to the College at the end of the term.

7. INSURANCE

- a. A VALID WORKPLACE SAFETY AND INSURANCE BOARD FIRM NUMBER MUST BE PROVIDED AT THE EFFECTIVE DATE OF THIS AGREEMENT AND A CURRENT CLEARANCE CERTIFICATE MUST BE PROVIDED BEFORE COMMENCING THE SERVICES. RENEWAL CLEARANCE CERTIFICATES MUST BE PROVIDED PRIOR TO THE EXPIRATION OF AN EXISTING CLEARANCE CERTIFICATE.*
- b. THE CONSULTANT SHALL, AT ITS OWN EXPENSE, MAINTAIN PROPERTY AND COMPREHENSIVE GENERAL LIABILITY INSURANCE, WITH A MINIMUM LIMIT OF \$1,000,000.00, TO PROTECT THE COLLEGE AND THE CONSULTANT AGAINST DAMAGE TO PROPERTY AND INJURY TO PERSONS ARISING FROM THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT.*

8. INDEMNITY

The Contractor shall indemnify and keep harmless the College against all losses, expense, damage and/or penalties that may arise out of any action for damages to property or persons occasioned by the performance of the services under this Agreement.

9. RECORD KEEPING

The Contractor agrees to keep appropriate records documenting the time spent on various projects for the College and the activities and projects undertaken for the College, and agrees to make such records available during the Term, and for seven (7) years after the ending date for review by the College promptly upon request.

10. CONFIDENTIAL INFORMATION

The Contractor acknowledges that all information about **[information systems and software, and any intellectual property, work product, notes, data, diagrams, marketing plans, student, donor and alumni lists and records, and private corporate and financial information about the College]** is proprietary to the College. The Contractor agrees not to disclose any of such information to anyone outside the College, except where such disclosure is necessary for the proper and bona fide execution of the Contractor's duties hereunder, without the prior written consent of the College. The Contractor's obligation not to disclose such information without prior written consent will continue to apply after this Agreement has terminated until such time as the information becomes public knowledge through no fault of the Contractor.

11. CONFLICT OF INTEREST

Except as has been disclosed to the College, the Contractor affirms that neither the Contractor, nor its affiliates or their employees, has, shall have, or shall acquire any contractual, financial business or other interest, direct or indirect that would conflict in any manner with the Contractor's performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement.

The Contractor further affirms that neither the Contractor nor any affiliates or employees of either has accepted or shall accept anything of value based on an understanding that the actions of the Contractor or its affiliates or either's employees on behalf of the College would be influenced. The Contractor shall not attempt to influence any College employee by the direct or indirect offer of anything of value. The

Contractor also affirms that neither the Contractor, nor its affiliates or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for the Contractor or such affiliates, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the execution of this Agreement.

In the event of a conflict of interest, the Contractor agrees that the conflict of interest shall be resolved to the College's satisfaction or the College may terminate this Agreement.

12. COLLEGE'S PROPERTY RIGHTS

All work product and discoveries, developed, created or invented by the Contractor in connection with the services described in Schedule "A", will be the sole and exclusive property of the College, and the College shall own all copyrights, trade secrets, patents or other intellectual property rights, in all such works (collectively, "Intellectual Property Rights"). The Contractor agrees to and hereby irrevocably assigns to the College all Intellectual Property Rights in all such works. The Contractor further agrees to give the College such information and execute all additional documentation as may be reasonably required to vest and/or evidence the assignment of all such rights in the College. The Contractor waives its moral rights to any and all of the work products and discoveries.

13. *Data Storage and Security*

Data created, collected and/or manipulated under a Contract must be stored on secure Canadian owned primary and back-up servers in Ontario or, if necessary, on secure servers within Canada. Data may not be transported outside of Canada. Data transmitted or stored on computers, portable devices or other media must be protected using secure procedures (i.e. password protection, encryption of files, etc.) The Vendor will provide GBC, upon request, details describing their plan for meeting the data storage and security requirements, prior to entering into a Contract.

When the Contract ends, whether through expiry or termination, the contracted Vendor will provide all data to GBC in a method to be determined at the time of Contract end. The contracted Vendor will be required to delete all data from any computers, servers, portable devices or media under their control.

14. ASSIGNMENT

The Contractor may not assign this Agreement.

15. NOTICE

Any notice or other communication to be made under this Agreement shall be made in writing by personal delivery or courier delivery addressed to the recipient at the address set out at the beginning of this Agreement.

16. GOVERNING LAW

This Agreement shall be governed by the laws of the Province of Ontario.

17. TOTAL AGREEMENT

This Agreement, together with Schedule "A", contains the entire agreement between the College and the Contractor superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in the Agreement shall be binding. This Agreement may not be changed except by written agreement signed by the College and the Contractor.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto.

GEORGE BROWN COLLEGE

Per: _____

Date and Place: _____

[NAME]:

Date and Place: _____

SCHEDULE "A"

GEORGE BROWN COLLEGE

DESCRIPTION OF SERVICE