



Provisions for Agreements for Contractors

1. The University hereby retains the Contractor and the Contractor hereby accepts the retainer of the University for the purpose of providing to the University the services of personnel of the Contractor to perform the Specified Services at the times, dates and places as the University may stipulate upon giving reasonable notice to the Contractor.
2. The Contractor will cause the Designated Person(s) to use their best efforts and expertise to perform the Specified Services. Designated Person(s) means the person or persons so named on the reverse, or such other persons designated by the Contractor and acceptable to the University in the event that the Persons so named are unable through illness or similar cause to perform the Specified Services.
3. The Contractor will render an invoice to the University forthwith after completion of the Specified Services and the University will forthwith pay the Fee to the Contractor without making deductions for income taxes, CPP contributions or EI premiums. Except as may otherwise be expressly agreed in writing, no amount in addition to the Fee shall be payable by the University to the Contractor on account of expenses incurred by the Contractor or by the Designated Person(S). All registered Contractors are responsible for their own contributions to the Workers' Compensation Board.
4. The Contractor will defend, indemnify and save harmless the University, its Board of Governors, directors and officers, faculty, employees and agents from and against any and all losses, claims, injuries (including death), damages, actions, causes of action, costs and expenses (including legal costs on a solicitor client basis), that the University may sustain, incur, suffer or be put to at anytime either before or after the expiration or termination of this agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Contractor or of its directors, officers, agents, employees, or Contractors of the Contractor pursuant to this agreement, excepting always liability arising out of the independent negligent acts of the University.
 - 4.1 In support of the indemnity, the University requires that the Contractor maintain for the duration of this agreement:
Comprehensive General Liability Insurance and when deemed appropriate by the University, the following may also be required:
Automobile Liability Insurance (owned and non-owned)
Professional Errors & Omissions Liability Insurance
Contractor Equipment Liability Insurance
in appropriate amounts not less than \$1,000,000 and the University reserves the right to request higher limits dependent upon the Specified Services covered by this agreement.
 - 4.2 The Contractor shall provide proof of these policies at the time of entering into this agreement and the policy or policies shall include a 30 day notice of cancellation clause, a cross liability clause and include the University as an additional named insured.
5. The University may terminate this Agreement forthwith upon any material breach or non-performance of its terms.
6. The relationship between the University and the Contractor shall be that of principal and independent Contractor. Nothing in this Agreement shall constitute the Contractor, the Designated Person(s) or any personnel of the Contractor, an employee, agent or servant of the University.
7. The Contractor assumes full responsibility for reporting to Canada Customs Revenue Agency all payments in respect of the fee paid by the University under this Agreement. The Contractor acknowledges that the foregoing declarations will be relied upon by the University in determining its obligations under the Income Tax Act and Regulations.