

SERVICE AGREEMENT

Between:

Division
xxxx **Division of Family Practice**
(the "Division")

And:

NAME
(the "Consultant")

(collectively referred to as the "Parties")

The Division hereby retains xxxx as the Consultant in accordance with the following terms and conditions:

WHEREAS:

- A. The Division wishes to engage the Consultant to provide services as an independent contractor; and
- B. The Consultant is will to provide those services in accordance with the terms and conditions in this Agreement.

NOW THEREFORE, the Parties agree as follows:

Article 1: Term and Services

- 1.1 This Agreement will be in effect on the date of execution and continue through to **xxxxxxx** or until the Agreement is terminated pursuant to Article 2 (the "Term").
- 1.2 During the Term, the Consultant will provide to the Division the services set out in Schedule A to this Agreement (the "Services").
- 1.3 Except as set out in this Agreement, the Consultant will determine the manner and procedure of the performance of the Services, subject to the deadlines, time requirements and other reasonable requirements of the Division.

Article 2: Termination

- 2.1 Either party may terminate this Agreement for any reason by giving 30 days' written notice of termination to the other party.

- 2.2 The Division may terminate this Agreement immediately if the Consultant becomes bankrupt or insolvent or there is a change in the operations of the Consultant which adversely affect its ability to meet its obligations under this Agreement.
- 2.3 Notwithstanding subsection 2.1, either party may terminate this Agreement immediately upon providing written notice to this effect if the other party breaches a fundamental term of this Agreement.
- 2.4 If this Agreement is terminated pursuant to this Article 2, the Division will be under no further obligation to the Consultant except to pay to the Consultant such amount as the Consultant may be entitled to receive, pursuant to the Schedule of Payments, for Services completed to the satisfaction of the Division up to the date of the termination. This payment will relieve the Division from all liability to the Consultant under this Agreement.

Article 3: Relationship of Parties

- 3.1 The Consultant is an independent contractor and not the servant, employee, or agent of the Division. No employment relationship is created by this Agreement. The parties acknowledge that the Consultant is free to enter into other contracts with other third parties at any time before, after or concurrently with this Agreement.
- 3.2 Neither the Division nor the Consultant will in any manner commit or purport to commit the other to the payment of any monies or to the performance of any other duties or responsibilities except as provided for in this Agreement, or as otherwise agreed to in writing between the Parties.
- 3.3 The Consultant must pay any and all payments and/or deductions required to be paid by it, either for the Consultant or on behalf of the Consultant's employee or subconsultants, including those required for income tax, Employment Insurance premiums, Workers Compensations premiums, Canada Pension Plan premiums or contributions, and any other statutory payments or assessments of any nature or kind whatsoever that it is required to pay to any government (whether federal, provincial or municipal) or to any body, agency, or authority of any government in respect of any money paid to the Consultant pursuant to this Agreement.
- 3.4 The Consultant shall be wholly responsible for any and all insurances of their choosing, including but not limited to, liability, home office, content, fire, vehicle, and business related insurances.

Article 4: Consultant's Obligations

- 4.1 The Consultant shall:
 - a) provide the Services and do so to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services;

- b) subject to any exceptions listed in the Services, supply and pay for labour, materials, and approvals necessary or advisable to provide the Services;
- c) ensure that all persons it employs or retains to perform the Services are competent to perform them and are properly trained, instructed, and supervised;
- d) comply with reasonable instructions (in writing or otherwise) from the Division as to the performance of the Services ;
- e) when requested by the Division provide a timely update about the Services which the Consultant has performed to date or will perform in the future;
- f) maintain and produce books of account, invoices, receipts, and vouchers of all expenses it incurs in the provision of the Services; and
- g) obtain written authorization from Division and Ministry of Health prior to the development of any material for publication.

4.2 The Consultant shall not:

- a) provide any services to any person in circumstances, which, in the reasonable opinion of the Division, could give rise to a conflict of interest between the Consultant's duties to that person and its duties to the Division under this Agreement;
- b) assign any rights or obligations under this Agreement without the Division's prior written consent;
- c) subcontract any of the Services or hire any employees to perform the Services, who are not competent to perform the Services; or
- d) do anything that would result in personnel it hires being considered Division employees.
- e) undertake any activity in which there is an obvious or implied conflict of interest for the consultant/contractor or any indirect conflict in regards to the activities of the Division. Should any activity be of a questionable nature, the consultant shall contact the Division immediately.

Article 6: Ownership and Privacy

6.1 Any materials that are provided to or created by the Consultant pursuant to this Agreement (the "Materials") are the property of the Division. Materials includes, without limitation, all intellectual property, plans, formulae, calculations, photographs, data information and all other materials performed and prepared in connection with this Agreement produced by either the Consultant or any of the Consultant's employees or subconsultants. Any use or disclosure of any such Materials, except in the course of providing the Services must be consented to by the Division, the GPSC and the Ministry of Health.

- 6.2 The Division shall maintain any and all existing ownership rights it has in any Materials obtained by the Consultant under this Agreement. The Consultant hereby grants to the Division an absolute assignment of copyright, and of all other propriety rights of the Consultant in and to the Materials. The Consultant agrees to do such further acts and things, including the execution of such further documents as may be requested by the Division from time to time, to confirm or give effect to the Division's ownership of the Materials, and to the foregoing grant and assignment.
- 6.3 The Division shall own all proprietary rights in the Materials, including without limitation all copyrights, trademarks, licensing rights and other trade rights.
- 6.4 The Consultant shall immediately deliver to the Division the Materials referred to in this Article 6 upon the request of the Division.
- 6.6 The Consultant shall abide by all privacy legislation with respect to the collection, use, disclosure, and disposal of any confidential or personal information it acquires as part of this Agreement, and shall make all reasonable security arrangements to protect such confidential or personal information from unauthorized access, collection, use, disclosure or disposal.

Article 7: Confidentiality

- 7.1 As a consequence of providing the Services, the Consultant will have access to and will be entrusted with information about certain matters and things which are confidential to the Division, including, without limitation, trade secrets, lists of past, present and prospective clients, the Division internal affairs information, business information and related information (including without limitation, names, preferences, financial information, addresses or telephone numbers), financial data, operational procedures, product specifications, plans for future project, products and services, plans for growth and other information that is confidential to any person or other entity having dealings with the Division (the "Confidential Information").
- 7.2 All Confidential Information is the exclusive property of the Division.
- 7.3 The Consultant shall treat as confidential all Confidential Information and Materials that it has produced or received as a result of this Agreement, whether complete or not, and not permit disclosure of such Confidential Information or Materials without the prior written consent of the Division except:
- a) as required by the Consultant to perform its obligations under this Agreement;
 - b) to comply with applicable law or order of the court; or
 - c) if it is information already in the possession of the Consultant from another source or is found in the public domain.
- 7.2 If the Consultant receives a request for access to any of the Material or information referred to herein from a person other than the Division, and this Agreement does not require or authorize the Consultant to provide that access, the Consultant must advise the person to make the request to the Division.

Article 8: Indemnification

- 8.1 The Consultant shall indemnify and save harmless the Division and its employees and agents (each an "Indemnified Person") from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Person may sustain, incur, suffer, or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Consultant or by any of its agents, employees, officers, or directors in providing the Services, except liability arising out of any independent negligent act by the Division.

Article 9: Payment

- 9.1 The Division shall compensate the Consultant in accordance with Schedule B and the Division is not obliged to pay the Consultant more than the "Maximum Amount" specified in **Schedule B** on account of fees and expenses.
- 9.2 In order to obtain payment of any fees and expenses under this Agreement, the Consultant must submit to the Division a written statement of account in a form satisfactory to the Division upon completion of the Services or at other times described in **Schedule B**.
- 9.3 The Division may withhold from any payment due to the Consultant an amount sufficient to indemnify the Division against any liens or other third party claims that have arisen or could arise in connection with the provision of the Services.
- 9.4 Unless otherwise specified in the Agreement, all references to money are to Canadian dollars.

Article 10: Notices

- 10.1 Any notice contemplated by this Agreement, to be effective, must be in writing and be:
- a) sent by fax to the addressee's fax number specified in this Agreement;
 - b) delivered by hand; or
 - c) mailed by prepaid registered mail to the addressee's address specified in this Agreement.
- 10.2 Any notice mailed in accordance with sub-section (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a change in address or fax number from time to time.
- 10.3 Any notice contemplated by this Agreement, to be effective, must be in writing to:
- a) The DIVISION's address and/or fax number:

- b) The CONSULTANT's address and/or fax number:

Article 11: General

- 11.1 This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.
- 11.2 Time is of the essence in this Agreement.
- 11.3 A waiver of any term of this Agreement or of any breach by the Consultant of this Agreement is effective only if it is in writing and signed by the Division and is not a waiver of any other term or any other breach.
- 11.4 No modification of this Agreement is effective unless it is in writing and signed by the Parties.
- 11.5 This Agreement and any modification of it constitutes the entire Agreement between the Parties as to performance of the Services.
- 11.6 All disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it, must, unless the Parties otherwise agree, be referred to and finally resolved by arbitration under the **Commercial Arbitration Act**.
- 11.7 Sections 2.4, and 4.1 (where applicable), 6.1-6.6, 7.1, 7.2, 9.3, and 11.6 continue in force indefinitely, even after this Agreement ends.
- 11.8 The Schedules to this Agreement are part of this Agreement.
- 11.9 If there is a conflict between a provision in a Schedule to this Agreement and any other provision of this Agreement, the provision in the Schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of the Agreement.
- 11.10 The Agreement may be entered into by each party signing a separate copy of this Agreement (including a photocopy or faxed copy) and delivering it to the other party by fax.
- 11.11 In this Agreement,
- a) the words "includes" and "including" are not intended to be limiting;
 - b) unless the context otherwise requires, references to sections by number are to sections of this Agreement; and

c) "attached" means attached to this Agreement when used in relation to a schedule.

THE PARTIES have duly executed this Agreement the _____ day of _____, 2014.

SIGNED AND DELIVERED on behalf of the **xxxxx** Division of Family Practice by an authorized representative of the Division

SIGNED AND DELIVERED by or on behalf of the Consultant

Name, Title
xxxxx Division of Family Practice

Consultant

Schedule A (the “Services”)

Deliverables and Reporting: *(delete reporting if not applicable):*

Schedule B

The total value of this contract is \$xxxx.xx plus GST.

The Consultant is to be paid within 30 days upon receipt of an invoice.

The Consultant will submit invoices to the Division for payment, either by fax, email, or mail, sent to the attention of:

Name

Title

xxxxx Division of Family Practice

Address

Fax: xxx-xxx-xxxx

Email:xxxxx