

# Independent Contractor Agreement

## Instructions:

### CONTRACT MANAGERS:

- Review and complete Sections II, III, IV, VI
- Submit to Human Resources (or Office of the Provost if Academic Contractor) for approval
- This form is not a request for payment. It outlines the terms and conditions of service between Trinity Western University and an independent contractor. This form must be submitted and approved prior to the Contractor starting work.
- Please consult Finance and Human Resources for more information.

### CONTRACTORS

- Review and Complete Sections I, IV, and VI

## **I. CONTRACTOR INFORMATION** (to be completed by Contractor)

Name: \_\_\_\_\_

Business/Company name: \_\_\_\_\_

*Note: Cheques will be made out to name on invoices*

Mailing Address : \_\_\_\_\_

Phone Number : \_\_\_\_\_

E-mail Address: \_\_\_\_\_

SIN: \_\_\_\_\_

Business License # : \_\_\_\_\_

GST Registration # : \_\_\_\_\_

If not GST registered, it is because (check one):

☐ The contractor qualifies as a small supplier

☐ Other (reason) \_\_\_\_\_

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### II. DEPARTMENT HIRING CONTRACTOR *(to be completed by Contract Manager)*

Name of Contract Manager: \_\_\_\_\_

Department/Program: \_\_\_\_\_

Phone Contact #: \_\_\_\_\_

GL: \_\_\_\_\_

☐ *I have previously completed the Independent Contractor/Employee checklist on \_\_\_\_\_ (date) and submitted it to Human Resources.*

☐ *I confirm this is an Independent Contactor relationship based on the ICA checklist.*

\_\_\_\_\_  
Contract Manager Signature

\_\_\_\_\_  
Date

### III. DESCRIPTION OF SERVICES *(to be completed by Contract Manager)*

Date(s) of Service (may be on one date or for a period of time):  
\_\_\_\_\_

Please outline the services the Contractor will provide in as much detail as possible:

Total Amount payable for services \$\_\_\_\_\_ Currency:\_\_\_\_\_

Payment Instructions (lump sum, installments, etc): \_\_\_\_\_

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#### IV. AGREED TO BY (to be completed by Contractor and Contract Manager)

*The Contractor and the Contract Manager acknowledge that this is an Independent Contractor Agreement and that services cannot begin until this form has been received and approved by a Senior Leader, the Office of the Provost (for academic contractors), and Human Resources.*

\_\_\_\_\_  
**Contractor** (sign):

\_\_\_\_\_  
**Contract Manager** (sign):

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

#### V. APPROVED BY:

(to be completed by **Senior Leader**)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Title

(to be completed by **Office of the Provost** - if academic contractor)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Title

(to be completed by **Human Resources**)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Title

## Independent Contractor Agreement

### VI. General Terms and Conditions of Agreement

*\*Contractor and Contract Manager: please read all terms carefully before signing\**

- 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 outlined under 'Service Description' on page 2 of this Agreement at the times, dates and places as the University may stipulate upon giving reasonable notice to the **Contractor**.
- 2) **The Contractor** will use his/her best efforts and expertise to perform the Services. The **Contractor** may designate such other persons to perform described services upon approval of the University in the event that the Person named on page 1 is 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 (unless non-resident), 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**. The Contractor will be responsible for his/her own WorkSafe BC coverage and resulting premiums or providing similar work insurance coverage.
- 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, claims for income tax, CPP, EI, WCB, GST remittances (or similar remittances in other jurisdictions) costs and expenses (including legal costs on a solicitor client basis), that the University may sustain, incur, suffer or be put to at any time 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 subcontractors of the **Contractor** pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the University. The **Contractor** will be responsible for all required remittances such as income tax, CPP, EI, WCB, GST, (or similar remittances in other jurisdictions) etc. as may be required from payments under this agreement. In support of the indemnity, the University requires that the **Contractor** obtain general liability insurance, and if additionally required auto liability insurance, in appropriate amounts not less than \$1,000,000.
- 5) The University may terminate this Agreement forthwith upon any material breach or non-performance of its terms or upon providing the **Contractor** with one weeks' notice.
- 6) The University may require the **Contractor** to execute a Confidentiality Agreement and/or a Protection of Private Information Agreement, as may be amended from time to time, with Trinity Western University. The **Contractor** agrees that it is vicariously liable for any breach of these Agreements and will indemnify the University for any claims, losses, or damages arising thereunder.

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- 7) The relationship between the University and the **Contractor** shall be that of principal and **independent contractor**. Nothing in this Agreement shall constitute the **Contractor** or any personnel of the **Contractor**, an employee, agent or servant of the University.
- 8) **The Contractor** assumes full responsibility for reporting to Revenue Canada or similar agencies in other jurisdictions 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 or equivalent legislations in other jurisdictions and that the **Contractor** has indemnified the University for any direction to pay any income tax, EI or CPP remittances (or similar remittances in other jurisdictions). TWU will not issue a Record of Employment or similar verification for tax purposes in other jurisdictions for this contract.

### ACKNOWLEDGMENT BY THE CONTRACT MANAGER

*I have read and agree with all of the above provisions.*

\_\_\_\_\_  
Contract Manager

\_\_\_\_\_  
Date

### ACKNOWLEDGMENTS BY THE CONTRACTOR

Yes      No

*I have read and agree with all of the above provisions.*

*I confirm that as outlined and agreed to above, I have WorkSafe BC registration or similar work insurance that will cover any losses (e.g. financial) if I am injured in the course of performing services for Trinity Western University.*

*I confirm that as outlined and agreed to above, I have general liability insurance (and if applicable, auto liability insurance) of no less than \$1,000,000. Note: Independent Contractor Agreements will not be approved if Contractors do not have appropriate insurance as outlined and agreed to above.*

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date