# 3000-1-2 Appendix B

## Contract of Services

### Between

Lambton College of Applied Arts & Technology
(“the College”)

-AND-

(“the Contractor”)

Vendor #:

GST #:

Business #:

WHEREAS the College wishes to contract for the services described in Schedule A to this Agreement (the “Services”);

AND WHEREAS the Contractor wishes to provide the Services;

NOW THEREFORE, in consideration of the mutual promises and agreements in this Agreement and of other good and valuable consideration acknowledged to be satisfactory and adequate, the parties agree as follows:

### Term

1. The Contractor shall provide the Services as set forth in Schedule A of this Agreement, pursuant to the terms and conditions as set out in this Agreement for , commencing on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and ending on .

### Fees for Services

1. The Contractor shall invoice the College for services rendered, plus GST if applicable. The fees for services rendered are set out in Schedule B of this Agreement.
2. The Contractor accepts the responsibility for paying all applicable payments under any federal or provincial legislation with respect to the Services and agrees to indemnify and save harmless the College if it fails to do so.

### Expenses

1. In addition to the fees as agreed in paragraph 2, the College shall reimburse the contractor for all reasonable expenses incurred during the performance of the Contractor’s services provided such expenses are approved in writing by the College in advance. The College shall reimburse the Contractor for such approved expenses within thirty (30) days after receipt of an expense statement together with appropriate receipts or vouchers satisfactory to the College. Expense invoice should be submitted by \_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_.

### Independent Contractor

1. The parties hereby acknowledge that neither the Contractor nor any person the Contractor contracts with to provide services pursuant to this Agreement is an employee of the College.

### Representations and Warranties

1. All representations, warranties, covenants and limitations of liability in this contract shall continue in force after the termination of this Agreement.
2. The Contractor warrants that the Contractor and any persons the Contractor engages to perform the Services have the necessary qualifications to carry out all contractual obligations pursuant to this Agreement and shall provide proof of same satisfactory to the College upon request by the College.
3. The Contractor further warrants that it shall carry out all contractual obligations pursuant to this Agreement in a diligent and competent fashion and indemnifies and saves harmless the College from any damages, costs, fees or claims or actions of any description arising from negligence or other conduct on the part of the Contractor or of any persons the Contractor engages to perform the services described in Schedule “A”.

### Compliance with Policies

1. The Contractor agrees to abide by all applicable policies of the College, including the College’s Respectful Workplace Policy (4000-5-6) and the College’s occupational health and safety program, policies and procedures. The College may suspend or terminate the Agreement for non-compliance.
2. The Contractor further declares that no employee of the College has or will have any interest, directly or indirectly, as a contracting party, employee or otherwise in the performing any work, providing any services, products, materials, supplies or equipment or other business to which the Contractor’s Services relates to or in any of the monetary compensation to be derived from this same work, services, products, materials, supplies or equipment.

### Equipment and Supplies

1. Unless otherwise specified in Schedule “B”, the Contractor agrees to supply at its own expense all vehicles and other equipment, labour, materials, supplies, tools and licenses and other regulatory approvals necessary to supply the service.

### Liability Insurance

1. The Contractor hereby confirms that it has at least \_\_\_\_million dollars in liability insurance coverage and shall provide the College of such proof of coverage as the College considers appropriate.

### Safety and Insurance

1. The Contractor, if it is eligible, confirms that it is registered with the Workplace Safety and Insurance Board (the “WSIB”) and shall provide proof of coverage with the WSIB as the College considers appropriate. The Contractor further agrees to indemnify and save harmless the College from any Workplace Safety and Insurance claims made by the Contractor’s employees.

### Confidential Information

1. This Agreement, the specifications, and any information including but without limiting the foregoing, any and all information relating to the College’s customers, clients, contractors, students, employees or otherwise proprietary to the College, issued to, used by or disclosed to or developed by the Contractor in connection with the performance of the Agreement are confidential. The Contractor shall not, without the prior written consent of the College, disclose the College's confidential information to any person or entity except to the Contractor's own employees who require same in connection with performing the Contractor's obligations under this Agreement, and who agree to act in accordance with this Agreement. The Contractor shall comply with all instructions issued by the College for the protection of such information from disclosure and in any event the Contractor shall take such care to protect the confidentiality of such information as would be taken by a reasonable party to protect its own confidential information from disclosure. Furthermore, the Contractor shall indemnify and save harmless Lambton College from any such losses or damages directly or indirectly caused by the disclosure of confidential information by the Contractor or any of its agents, contractors, sub-contractors, employees or successors or assigns. On completion or termination of this Agreement, the Contractor shall forthwith return to the College all College related information either obtained or developed in the course of this Agreement. The Contractor's obligations with respect to confidential information shall survive the expiration or other termination of this Agreement.

### Title to Materials

1. All title, right and interest whatsoever, including copyright, in all material and data (hereinafter "Materials") contained in any media or form whatsoever, produced, compiled, created or written pursuant to this Agreement shall vest in and endure to the benefit of Lambton College, it being understood that such vesting of title shall not constitute acceptance by Lambton College of the Services or the Materials in conformity with the specifications or requirements of this Agreement. Without restricting the generality of the foregoing, the right of publication of the Materials shall vest solely in the College and any person desiring to publish or distribute to a third party the Materials, in whole or in part, shall first obtain the written permission of the College which permission may be withheld on any grounds. Contractor agrees that upon the request of the College, and at the College's expense, it will sign any conveyances that may be required to better effect transfer of title to the College of any copyrights or other rights to the Materials as referred to herein.

### Termination

1. **On Notice**

Either party may terminate this agreement upon providing to the other party two weeks written notice which will either be hand delivered or sent by registered mail to the last business address on record of the other party.

1. **Breach by Contractor**

If there is a breach of any of the provisions of this Agreement by the Contractor, or if the College determines that the quality of the services provided by the Contractor is in the opinion of the College unsatisfactory, the College may terminate this Agreement without notice and without further obligation or penalty.

### Pro Rata Payment

1. In case of termination of this Agreement before the end of the term as herein provided, any payments for Services made hereunder by the College shall be adjusted and prorated to the completed portion of the Services. Any payments made in advance will be returned to the College forthwith upon demand.

### Independent Legal Advice

1. The Contractor acknowledges and agrees that it had the opportunity to seek independent legal advice with respect to this Agreement and hereby confirms that it fully appreciates and understands the terms of this Agreement.

### No Assignment

1. Neither party may assign or transfer this Agreement without the written authorization of the other party.

### Consent to Disclosure

1. The Contractor understands that the College may be required to disclose the Contractor’s identity and the particulars of the Services being provided to its Union’s and hereby consents to the disclosure of this information.

### Entire Agreement

1. This Agreement, together with all attachments hereto, and any and all purchase orders issued by the College to the Contractor from time to time, constitute the entire agreement between the College and the Contractor with respect to the subject matter hereof, and shall supersede all prior oral or written representations and agreements. To the extent reasonably possible, the printed terms and conditions appear on the College’s purchase order form. In the event, however, of any conflict between the terms and conditions of the purchase order form and this Agreement, then the terms of this Agreement shall prevail.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed: This form is to be completed by the budget manager.

#### For Lambton College

Signature:

Printed Name:

Position Held:

Dated at Sarnia, Ontario on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

Witness:

#### For Contractor

Signature:

Printed Name:

Position Held:

Dated at Sarnia, Ontario on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

Witness: