

CONSULTING SERVICES AGREEMENT

This Agreement made effective the ____ day of _____, _____.

BETWEEN:

[CORPORATION]
(hereinafter the "Corporation")

- and -

[CONSULTANT]
(hereinafter the "Consultant")

WHEREAS:

- A. The Corporation requires the services of the Consultant in respect of one or more projects as described in Schedule "A" (hereinafter the "Projects");
- B. The responsibilities, title, and role of the Consultant in respect of the Projects are more specifically described in Schedule "B" (hereinafter the "Scope of Work");
- C. The resume and/or curriculum vitae of the Consultant reveals that the Consultant possesses the human and financial resources, experience and education required to perform the Scope of Work which matters may be required for the Projects;

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 DEFINITIONS

- (a) "Agreement" means this agreement;
- (b) "Consultant Services" means those services more particularly set out in the Scope of Work and Article 3 hereof;
- (c) "Corporate Representative" means the _____ [person to whom Consultant reports];
- (d) "herein", "hereby", "hereof", "hereunder" and similar expressions shall be understood to relate to the Agreement as a whole and not merely to the paragraph in which they appear;
- (e) "or" is inclusive rather than exclusive.

1.2 RECITALS

The recitals hereof form a part of and are incorporated into this Agreement as if specifically set out herein.

1.3 HEADINGS

The headings of the Articles or paragraphs of this Agreement are for convenience only and are not part of and shall not affect interpretation of this Agreement.

1.4 INCLUSIVE

Reference to any paragraph is inclusive of all subparagraphs of the stated paragraph and reference to any Article hereof inclusive of all paragraphs and subparagraphs comprising said Article.

1.5 ENTIRE AGREEMENT

This Agreement reflects the entire agreement between the parties relative to the subject matter of this Agreement and any promise, representation or statement not contained herein shall not be binding on either party.

1.6 PLURAL

Number and gender when stated as singular or masculine shall be construed as meaning plural or feminine, and vice versa, where the context so requires, including defined terms.

1.7 SEVERABILITY

If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid, illegal or unenforceable, then such provision shall be severable from and shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

1.8 APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of *[insert name of province]*.

ARTICLE 2 - SCHEDULES

The schedules to this Agreement include the following:

- (a) Project Description;
- (b) Scope of Work;
- (c) Tariff of Expenses; and
- (d) Confidentiality and/or Non-Competition Agreement

ARTICLE 3 - SUBJECT MATTER

3.1 The Consultant shall perform the Scope of Work as required for the Projects in accordance with the directions provided from time to time by the Corporate Representative, and according to the policies of the Corporation in place from time to time, and shall report on the progress thereof to the Corporate Representative as requested for the term of this Agreement.

3.2 The Consultant shall devote such time and effort in performing the Scope of Work as may be required from time to time and agreed upon; provided, however, that the Consultant shall not be required to devote his or her full time to the affairs of the Corporation throughout the term of this Agreement, but rather shall coordinate his efforts with the needs of the Corporation as agreed with the Corporate Representative.

3.3 The Consultant shall perform the services referred to herein in a confidential, efficient, prompt, economical, skillful and careful manner, and in the best interests of the Corporation.

THIS IS A 12-PAGE CONTRACT.