

CONTRACTOR SERVICES AGREEMENT

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

BETWEEN:

CORPORATION

a corporation governed by the laws of _____ (hereinafter the "Corporation")

- and -

CONTRACTOR

of the City of _____,
(hereinafter the "Contractor")

WHEREAS:

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

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) "Contractor Services" means those services more particularly set out in the Scope of Work and Article 3 hereof;
- (c) "Corporate Representative" means _____ or his nominee;

ARTICLE 2 - SCHEDULES

The schedules to this Agreement include the following:

- (a) Scope of Work;
- (b) Confidentiality Agreement; and
- (C) Non-Competition Agreement

ARTICLE 3 - SUBJECT MATTER

3.1 The Contractor shall perform the Scope of Work as required 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 Contractor 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 Contractor 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 Contractor 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.

ARTICLE 4 - TERM

Subject to early termination as herein provided, the term of this Agreement shall be _____ commencing on the date of execution hereof. If neither party has given notice of intention to terminate this Agreement within thirty (30) days of the expiration hereof, then it shall be deemed renewed for a further period of _____ on the same terms as contained herein.

ARTICLE 5 - TERMINATION

5.1 The Corporation may terminate this Agreement without cause at any time during the term hereof upon giving notice in writing to the Contractor.

5.2 The Contractor may terminate this Agreement at any time during the term hereof upon giving thirty (30) days prior notice in writing to the Corporation.

THIS IS A 13-PAGE AGREEMENT INCLUDING ATTACHMENTS.