**CONTRaCT FOR SERVICES**

**Between:**

**F.E. Services Inc.**

 (the “Company”)

**And:**

**[Insert Consultant Name or Business Name]**

(the “Consultant”)

(collectively referred to as the “Parties”)

**WHEREAS** the Government of British Columbia (“Government”) and the Doctors of BC have agreed to support the improvement of physician engagement within Health Authorities and to strengthen relationships with and among physicians practicing in Health Authority facilities and programs (“Facility-Based Physician Engagement Initiative”);

**AND WHEREAS** the Companyhas agreed to receive, hold and distribute funding for the benefit of **insert name of unincorporated MSA**;

**AND WHEREAS** the Company wishes to contract with the Consultant for services to be provided to (**insert name of unincorporated MSA)**, in accordance with the terms and conditions described in this Contract for Services (“Agreement”).

**THEREFORE** in consideration of the mutual promises contained herein, the Company and the Consultant agree as follows:

**Article 1: Term**

1.1 This Agreement will be in effect upon execution and continue through to **[End Date]** or until the Agreement is terminated pursuant to Article 2 (the “Term”).

**Article 2: Termination**

2.1 Either party may terminate this Agreement without cause on giving **[X]** days' written notice of termination to the other party.

2.2 The Company 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 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 Company 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 B, for services described at Schedule A (“Services”), completed to the satisfaction of the **Insert name of unincorporated MSA** up to the date of the termination. This payment will relieve the Company from all liability to the Consultant under this Agreement.

2.5 If the Consultant fails to comply with this Agreement, the Company may terminate it and pursue other remedies as well.

**Article 3: Relationship of Parties**

3.1 The Consultant is an independent contractor and not the servant, employee, or agent of the Company. 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 Company 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, 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 agrees to indemnify the Company from any and all losses, claims, damages, actions, causes of action, liabilities, charges, penalties, assessments, re-assessments, costs or expenses suffered by it arising from the Consultant’s failure to make payments referred to in clause 3.3.

**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 of the **[Insert name of MSA]** (in writing or otherwise) as to the performance of the Services unless otherwise specified in the Agreement. The Consultant may determine the manner in which the instructions are carried out;

e) nothwithstanding Article 5, when requested, fully inform the **[Insert name of MSA]** of all it or its subcontractor does in connection with providing the Services;

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 the **[Insert name of MSA]** 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, could give rise to a conflict of interest between the Consultant’s duties to that person and its duties under this Agreement;

b) assign or subcontract any rights or obligations under this Agreement without the Company’s prior written consent; or

c) do anything that would result in personnel it hires being considered employees of the Company.

**Article 5: Reporting**

5.1 The Consultant agrees to provide the **[Insert name of MSA]** with a final written report that identifies the activities and deliverables achieved over the Term, along with a consolidated financial statement as per Schedule B. This final report shall be submitted by the Consultant no more than two months after the completion of the Services.

**Article 6: Ownership and Privacy**

6.1 Any materials that are provided to or created by the Consultant pursuant to this Agreement, including the reports referred to in Article 5, (the “Materials”), are the sole property of the **[Insert name of MSA]** unless the **[Insert name of MSA]** and the Consultant determine otherwise.

6.2 The **[Insert name of MSA]** shall maintain any and all existing ownership rights it has in any Materials obtained by the Consultant under this Agreement.

6.3 The Consultant shall immediately deliver to the **[Insert name of MSA]** the Materials referred to in this Article 6 upon the request of the **[Insert name of MSA]**.

6.4 The Consultant shall maintain the data it collects pursuant to this Agreement in accordance with section 6.5.

6.5 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 The Consultant shall treat as confidential all information and Material that it has produced or received as a result of this Agreement, whether complete or not, and not permit disclosure of such Material or information without the prior written consent of the **[Insert name of MSA]** 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 **[Insert name of MSA]**, 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 **[Insert name of MSA]**, except where required to do so by law.

**Article 8: Indemnification**

8.1 The Consultant shall indemnify and save harmless the Company 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 Company.

**Article 9: Payment**

9.1 The Company shall compensate the Consultant in accordance with Schedule B and the Company is not obliged to pay the Consultant more than the “Maximum Amount” specified in Schedule B.

9.2 In order to obtain payment of any fees and expenses under this Agreement, the Consultant must submit to the Company a written statement of account in a form satisfactory to the Company upon completion of the Services or at other times described in Schedule B.

9.3 The Company may withhold from any payment due to the Consultant an amount sufficient to indemnify the Company 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 email to the addressee's email specified in this Agreement;

b) delivered by hand to the addressee's address specified in this Agreement; 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 substitute address or fax number from time to time.

Address of the Company:

Suite 115 - 1665 West Broadway

Vancouver, BC V6J 5A4

Email: engagement@doctorsofbc.ca

Attention: Sarah Vergis, Director, F.E. Services Inc.

Address of the Consultant:

**[Insert Address]**

Tel: **XXX-XXX-XXXX**

Email: **[Email]**

Attention: **[Consultant Contact Name]**

**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 Company 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 Arbitration Act.

11.7 Sections 2.4, 2.5, 4.1 (where applicable), 5.1, 6.1-6.5, 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 [Month], [Year].

|  |  |
| --- | --- |
| **SIGNED AND DELIVERED** on behalf of the F.E. Services Company by an authorized representative. | **SIGNED AND DELIVERED** by or on behalf of the Consultant |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Sarah VergisDirector of The F.E. Services Company  | [Business Name and/or Consultant Name][Title] Consultant  |

**Schedule A**

Services for this contract will be provided by the consultant to **[name of unincorporated MSA]**.

[Insert the Services to be provided]

**Schedule B**

**Rate for Services:**

The F.E. Services Company will compensate the Consultant based on the rate of $XX/hr for effort as incurred, up to a maximum amount of **$XX,XXX** plus GST(the “Maximum Amount”).

**Terms of Payment:**

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

The Consultant will submit an invoice (and copies of any applicable receipts) approved by the [Insert name of approver] executive by email to the attention of:

**Attention:** [insert site contact name]

**Email:** [insert site email]