Contract summary

**Agreement for Services (Contractor)**

BETWEEN:

**[INSERT ORGANIZATION]** (Hereinafter “Organization”)

[Insert Address]

- And -

[INSERT NAME] (Hereinafter the “Contractor”)

[Insert Address]

**WHEREAS** the Parties have agreed to enter into an agreement for services and wish to reflect the terms of their agreement in writing;

**NOW THEREFORE** in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the Parties hereby agree as follows:

**Representatives**

1. The Parties acknowledge that the Contractor may employ or contract individuals (“Representatives”) to fulfil the responsibilities of the Contractor as described in this Agreement.

**Conditions Precedent**

1. This Agreement is conditional upon the Contractor adhering to the Organization’s policies for screening and must, per those policies, pass the screening process by obtaining the required criminal record check and/or submitting a screening declaration form or any other document as required by the Organization. The Organization, in its sole discretion and per its procedures for screening, will determine whether the results of such screening submissions require that the Organization not offer and/or rescind the offer of this agreement to the Contractor. The Contractor will resubmit or renew any screening documents at the request of the Organization.
2. This Agreement is conditional upon the Contractor maintaining and/or adhering to the Eligibility Qualifications described in **Appendix A**. The Contractor must submit any documents proving eligibility at the request of the Organization.

**Responsibilities of the Contractor**

1. The Contractor will have the deliverables and responsibilities as described in **Appendix A**.

**Fees and Payments**

1. The Organization will pay to the Contractor \_\_\_\_\_\_\_ dollars per hour **OR** a total amount of \_\_\_\_\_\_\_\_\_, plus applicable taxes.
2. When the Contractor travels or attends an event at the request of the Organization, the Organization will pay to the Contractor the following amounts:
3. The Contractor’s hourly rate for hours worked + an additional amount of \_\_\_\_\_\_\_\_\_\_ per day, plus applicable taxes; **OR**
4. An amount of \_\_\_\_\_\_\_\_\_\_ per day, plus applicable taxes; **OR**
5. A total amount of \_\_\_\_\_\_\_\_\_\_, plus applicable taxes, for the duration of the time spent traveling and/or the time spent attending the event
6. The Organization will reimburse the Contractor for expenses incurred while the Contractor is travelling or attending an event at the request of the Organization, per **Appendix A**.
7. Consideration payable to the Contractor will be of a confidential nature and will not be discussed with any third parties.

**Term**

1. This Agreement will commence on the \_\_\_ day of \_\_\_\_\_\_\_\_\_, 202\_ and will terminate on the \_\_\_ day of \_\_\_\_\_\_\_\_\_, 202\_ unless earlier terminated pursuant to this Agreement.

**OR**

1. This Agreement will commence on the \_\_\_ day of \_\_\_\_\_\_\_\_\_, 202\_ and will continue indefinitely until terminated pursuant to this Agreement.

**Termination of Agreement**

1. Either Party may terminate this Agreement immediately if either Party goes into liquidation, insolvency, or has an administrator or receiver of its undertaking appointed.
2. Either Party may terminate this Agreement upon thirty (30) days written notice of its intention to terminate this Agreement, which will terminate accordingly.
3. Either Party may terminate this Agreement if there is a breach of the terms of this Agreement. In such case, written notice must be given to specify the breach and the Party receiving the notice will have five (5) days to remedy the matter.
4. In the event this Agreement is terminated, the Parties will pay all monies owed in accordance with this Agreement to the date of termination.

**Assignment, Agency and/or Partnership**

1. The Parties agree not to commit or purport to commit the other party to the payment of any money to any person, organization or corporation without the prior written consent of the Parties. The Parties will not assign, either directly or indirectly, any obligation or entitlement that it has under this Agreement without express written consent from the Parties.
2. Nothing in this agreement will be construed as making the Parties partners or in a joint venture. The Parties agree not to hold themselves out, as the agents of the other party and under no circumstance will either party have the authority to bind the other party or hold itself out to any third party as having such authority.

**Independent Contractor**

1. The Parties agree and acknowledge that the relationship intended by this Agreement is that of independent contractor.
2. The Contractor is not exclusive to the Organization. However, the Contractor shall not undertake any business, professional or personal activities, or pursuits that prevent the Contractor from performing the services under this Agreement to the best of their abilities, or that would otherwise detract from those obligations in any manner, or that, in the opinion of the Organization, would reflect adversely upon the Organization or its programs.

**Confidentiality**

1. The Contractor covenants and agrees with the Organization:
	1. That they will not at any time disclose any Confidential Information to any legal person and will make no use whatsoever of any Confidential Information (other than in the ordinary and usual course of the services provided to the Organization) without the prior written consent of the Organization.
	2. That upon the Contractor ceasing to be contracted by the Organization, or at any other time upon the request of the Organization, the Contractor will immediately return any Confidential Information in their possession, including without limitation, hard and electronic copies and notes based thereon whether prepared by the Contractor or the Organization, to the Organization and will not retain any copies or other reproductions or extracts thereof.
	3. The Contractor must keep the confidential medical record for the length of time and in a manner specified by the Provincial College where they hold a license to practice medicine . If the medical record is a recognized electronic medical record owned by the Organization the Organization must keep the record and will be required to release in at legal request with permission by the Contractor.
2. “Confidential Information” means any information, and know-how concerning the past, present and contemplated services, products, processes, and procedures for and of providing, marketing, distributing and selling goods or services related to the business of the Organization, including, without limitation, information, knowledge or data relating to training programs, manuals, designs, compilation of information, data, databases, programs, plays, methods, techniques, equipment or machines, customer/member/registrant information, their names, contact information, medical information, preferences and skills.

**Proprietary Rights and Intellectual Property**

1. The Organization hereby acknowledges and agrees that all Intellectual Property which the Contractor, from time to time, conceives, discovers, creates or makes, solely or jointly with others during their contract with the Organization is the sole property of the Contractor and the Organization will, at the Contractor’s request and expense, take all such steps requested by the Contractor to protect the property rights in such Intellectual Property.
2. The Organization will not use, reproduce or distribute such material or works, or any part thereof, without the express written consent of the Contractor.
3. “Intellectual Property” means ideas, concepts, works, discoveries, data, and information, whether patentable or not and whether subject to copyright or not, including, but not limited to, anything that constitutes Confidential Information and all products, devices, processes, methods, software, formulas and techniques or any other proprietary rights which relate in any manner to any aspect of any activities or prospective activities of the Contractor.

**Insurance and Liability**

1. The Contractor will ensure they have adequate malpractice insurance (CMPA or equivalent) in force during the term of this Agreement. Any changes to the Contractor’s insurance status will be provided in writing to the Organization.
2. The Organization will include the Contractor as an additional insured to the Organization’s general liability insurance policy relating to services provided by the Contractor not covered by the Contractor’s malpractice insurance. Proof of such coverage will be provided to the Contractor at their request.
3. The Organization will indemnify and hold harmless the Contractor from and against any and all loss of, or damage to, property, or injuries to, or death of, any person or persons and will defend, indemnify and hold harmless the Contractor, or any of them, from any and all claims, damages, suits, costs, expenses, liabilities, fines, obligations, penalties, demands, actions or proceedings of any nature or kind whatsoever (including, without limitation, legal fees and disbursements) of or by anyone whosoever, resulting from, or arising out of, directly or indirectly:
4. Medical services the Contractor is expected to provide that is not covered by the Contractor’s insurance.

**Dispute Resolution**

1. The Parties agree to submit any dispute they may have regarding this Agreement or its termination to mediation, the costs of which will be shared equally between the parties. If a mediated resolution of the dispute cannot be achieved within 30 days of initiating mediation, the parties agree to submit the dispute to binding arbitration before a mutually acceptable, independent arbitrator. The costs of the arbitration will be shared equally between the two Parties.

**Notices**

1. Notices and correspondence required to be sent to any party in connection with this Agreement will be in writing and will be sent by post to the addresses listed above. Any change in address will be notified to the other party immediately. Notice will be deemed to have been given after the seventh day of the date of post for mail and the day of delivery for hand-delivery, facsimile or email.

**Governing Law**

1. This Agreement will be interpreted in accordance with the laws of the Province of [insert location of Employer’s registered office].

**General**

1. The Parties have sought or obtained, or have had the opportunity to seek and obtain, independent legal advice concerning the matters in this Agreement, and execute this Agreement knowingly and voluntarily*.*
2. This Agreement constitutes the sole and entire agreement between the Parties, and supersedes any previous agreements, understandings and arrangements between the Parties. Any amendments hereto are enforceable only if in writing and signed by each of the Parties.
3. If any portion of this Agreement is deemed by any court of competent jurisdiction to be illegal or unenforceable, then the remaining provisions of this Agreement will remain in full force and effect notwithstanding.
4. This Agreement has been executed by an authorized signatory of each Party who is duly entitled to represent and bind the Party.
5. The termination of this Agreement, for whatever reason, will not terminate any provision which is expressly provided to continue in force after such termination.

**THE PARTIES HEREBY AGREE** to abide by the terms and conditions outlined in this Agreement.

**Contractor**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (print) Signature Date

**[INSERT ORGANIZATION]**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name, position (print) Signature Date

**APPENDIX A - SCOPE OF SERVICES**

**Eligibility**

1. The Contractor must:
2. Be a member in good standing with the Canadian Academy of Sport and Exercise Medicine and hold a Diploma of Sport Medicine OR be in the process of obtaining a Diploma of Sport Medicine within 2 years
3. Should be in good standing with their provincial regulatory body
4. Have a valid passport and be permitted to travel outside the country
5. Have adequate malpractice insurance in place by CMPA or another accredited provider for malpractice insurance in Canada
6. << insert other eligibility requirements such as ATLS >>
7. Must not be working for another international sport organization at the same time as the term of this contract

**Duties**

1. The Contractor will:
2. Provide the services as a << insert role >>
3. Complete the following duties: ( this could be a separate appendix )
4. << other duties >>
5.
6. Report to << individual >>
7. Submit monthly invoices to the Organization OR paid unspecific dates as agreed by both parties
8. During time periods identified by the Organization (such as championship events), the Contractor will be ‘on call’ for 24 hours a day to provide or coordinate urgent services.
9. The Contractor will adhere to the Organization’s policies for conduct and any other policy that is applicable to the Contractor. The Organization is responsible for providing to the Contractor all policies that apply to the Contractor.

**Location of Work**

1. The Contractor will be required to work at the following locations:
2. << location >>
3. << location >>
4. The Organization will inform the Contractor in advance of the Contractor being required to work at other locations.

**Equipment and Materials**

1. The Contractor is expected to provide the following equipment from his or her own equipment and materials when providing services to or for the Organization.
	1. << list equipment here >>
2. The Organization, at its discretion, may instruct the Contractor to use its equipment and/or materials. In this case, the equipment and materials shall be paid for by the Organization, belong to the Organization, and be returned to the Organization when the Agreement expires or is terminated.
	1. << list equipment here >>
3. The Contractor may request that the Organization purchase equipment or materials related to the provision of services. When purchased, this equipment and materials is the property of the Organization unless otherwise determined by the Organization in its sole discretion.
	1. << list equipment here >>

**Hours of Work**

1. The Contractor will work varied hours to complete the Contractor’s duties, which may require evening and weekend work.

**Travel**

1. The Organization may request that the Contractor travel to perform services for the Organization and/or attend an event. In these cases, the Organization will:
2. Inform the Contractor of the dates of the potential travel at the earliest opportunity
3. Books flights and accommodations, when required, for the Contractor
4. Reimburse the Contractor for expenses incurred for:
5. Meals (with receipts)
6. Travel (with receipts)
7. Incidentals (up to an allowable expense of $50 per day with no receipt)
8. Other expenses pre-approved by the Organization (with receipts)
9. << other travel provisions >>