

THIS AGREEMENT made the [number] day of [month] , 2014,

BETWEEN:

**Southwest Ontario Tourism Corporation**, a corporation existing

pursuant to the laws of the Province of Ontario

(hereinafter called “**SWOTC**”)

-and-

[name] , of the City of [city] , in the Province of Ontario,

(hereinafter called “the **Contractor**”)

## **INDEPENDENT CONTRACTOR AGREEMENT**

WHEREAS the Contractor and SWOTC have agreed to enter into a service Agreement (the Agreement”) for services to be provided by the Contractor relating to the operation of SWOTC;

AND WHEREAS the parties wish to set out the terms and conditions regarding the provision of such services:

In consideration of the premises, covenants and Agreements contained in this Agreement, the parties agree as follows:

1. **Services:** The Contractor shall during the term of this Agreement, assist SWOTC to <set out services> (“Services”) and to provide such other services as mutually agreed to, from time to time. The

Contractor is expected to perform the Services in a timely manner, but is not required to devote its full time and attention to providing them.

2. **Term:** The term of this Agreement shall commence on [date] and shall terminate on [date]. Either party may terminate this Agreement at any time by giving 30 days prior written notice to the other party.

Or

The term of this Agreement shall commence on [date] and may be terminated by either party at any time by giving 30 days prior written notice to the other party.

3. **Fees:** SWOTC will compensate the Contractor for the Services in the amount of [insert amount], payable [include timing and how the payment is to be calculated. If [s]he is to keep track of hours add that he has to do that and supply details bi-weekly] No expenses or disbursements of the Contractor are payable that are not pre-approved by SWOTC. No compensation is payable other than as specifically contemplated in this Agreement.

4. **Ownership of Materials:** SWOTC may provide the Contractor with various materials [ set out details of materials to be provided, i.e. financial statements, books, brochures, etc. ] (“Materials”) to be used to provide the Services. The Materials are to be used by the Contractor only to provide the Services, and for no other purpose. The Contractor will not otherwise reproduce, copy, or make any derivative works of the Materials.

The Contractor hereby assigns to SWOTC all of its copyright (including all the rights defined as “copyright” in the Copyright Act) and all inventions, patent rights and other intellectual property and other rights, title and interest it may have in the works it creates as part of the Services. If the Contractor is an individual, it hereby waives its moral rights in such works. If the Contractor is a corporation, or has used any other persons to perform the Services, it will obtain moral rights and waivers from all such persons who have contributed to such works and provide copies to SWOTC. The Contractor will take any actions and sign any documents as necessary to secure and maintain any intellectual property rights, or to otherwise give full effect to the intention of this Agreement at no cost to himself.

All files become property of SWOTC at the end of the project.

5. **Confidential Information:** Confidential Information is all information of SWOTC that is not generally known to the public, whether of a technical, business or other nature (including, without

limitation, trade secrets, know-how and information relating to technology, computer code, information technology systems, business plans, assets, liabilities, prospects, finances, product capabilities or lack thereof, or financial arrangements between the parties), that is disclosed by SWOTC to the Contractor or that is otherwise learned by the Contractor in the course of its discussions or business dealings with SWOTC, and that has been identified as being proprietary and/or confidential or that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as proprietary and/or confidential.

Confidential Information shall not include: (a) any Confidential Information that is in the public domain at the time of its disclosure or which thereafter enters the public domain through no action of the Contractor, direct or indirect, intentional or unintentional; (b) any Confidential Information which the Contractor can demonstrate was in its possession or known to it prior to its receipt, directly or indirectly, from SWOTC; (c) any Confidential Information that is disclosed to the Contractor by another party not in violation of the rights of the other party or any other person or entity; and (d) any Confidential Information which is either compelled by law or by the order of a court of competent jurisdiction to be disclosed.

The Contractor shall: (i) not use Confidential Information for any purpose other than that contemplated by this Agreement; (ii) not disclose Confidential Information to anyone without the prior written authorization of the disclosing party, during the term of this Agreement or at any time thereafter; (iii) handle, preserve and protect Confidential Information with at least the same degree of care that it affords or would afford to its own Confidential Information, including taking all reasonable efforts to avoid disclosure of such Confidential Information to any third party, at any time; (iv) disclose Confidential Information only to its employees or subcontractors who require such information in order to perform the party's obligations with the other, and are under confidentiality obligations, (v) disclose or use as promotion any Services performed for SWOTC.

6. **Performance of Services:** The Contractor shall perform the Services for SWOTC in a professional manner. If SWOTC believes the Contractor is not so performing, SWOTC will provide details of such failure to perform in writing to the Contractor.

7. **Independent Contractors:** The Contractor is an independent contractor, in full control of its own business. This Agreement does not establish a joint venture or partnership between the Parties. Neither party is the agent of the other nor has the authority to bind the other in respect of any third party. Neither party will under any circumstances hold itself out to be a partner, employee, franchisee, legal representative, servant or agent of the other. SWOTC is not responsible for any taxes or

withholding taxes that would apply if the Contractor were an employee, or for any taxes or withholdings whatsoever, except for HST where applicable.

8. **Full Agreement:** This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous agreements, purchase orders, understandings, proposals, negotiations, representations or warranties of any kind whether written or oral. No oral or written representation that is not expressly contained in this Agreement is binding on either party. This Agreement cannot be amended or modified, other than by a change made in writing, dated and executed by the parties.

9. **Governing Law:** This Agreement shall be interpreted in accordance with and governed by the laws of the Province of Ontario and Canada. The parties hereby agree to submit to the exclusive jurisdiction of the courts of Province of Ontario and of the Federal Court of Canada. Any actions against SWOTC must be commenced in the courts of Ontario or the Federal Court of Canada.

10. **Notices:** All notices provided in accordance with this Agreement shall be in writing and remitted to the other party by courier, mail, or e-mail, if to SWOTC to the address at the bottom hereof. Every notice delivered in the manner provided for herein shall be deemed to have been received as follows:

- if by courier, when delivered; or
- if by e-mail on the first business day after the date received; or
- if by regular, pre-paid mail delivery, on the fifth business day following the date of mailing.

11. **Assignment:** SWOTC may assign this Agreement or any rights hereunder without the consent of the Contractor. The Contractor has been carefully chosen by SWOTC and may not assign its rights or obligations hereunder without the prior written approval of SWOTC. The Contractor may not subcontract any portion of this Agreement to a third party without SWOTC's consent.

12. **Default:** SWOTC may terminate this Agreement immediately and without notice if the Contractor: (i) is in breach of its obligations hereunder, which breach is incapable of cure or which being capable of cure, has not been cured within ten (10) days after receipt of written notice of such breach; (ii) becomes insolvent; or (iii) ceases to carry on business.

IN WITNESS WHEREOF this Agreement has been entered into by the parties hereto as of the [number] day of [month], 2015.

Southwest Ontario Tourism Corporation  
789 Dundas St.  
Woodstock ON N4S 1G1

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per: Jim Hudson  
Executive Director

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Contractor: [Name]  
Address: [Address]

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Date