

Agreement

[Date]

[Name]
[Name Corporation]
[Address]
[Address]
[Address]

Dear [Name]:

Re: Services

This letter (“**Agreement**”), is to confirm that OntarioMD Inc. (“**OntarioMD**”) is retaining the services of [Name of the Corporation] (the “**Company**”) to provide the Services & Deliverables listed below on the terms set out in this letter.

1. Services and Deliverables

The Company will provide a number of Services & Deliverables to OntarioMD, which includes the following:

[Details of Services and Deliverables]

Together the above services & deliverables will here-in-after be referred to as (“Services & Deliverables”).

The Company shall provide the Services & Deliverables in a professional and businesslike manner. The Services & Deliverables will be suitable for their intended purposes and be free of all defects, deficiencies, and problems.

2. Consultants

The Company will use the following consultants to provide the Services & Deliverables (**each a Consultant**),

Name	Qualification	Hourly Rate
[Consultant Name]		[# of hours/day]

The Company will ensure that each Consultant understands and agrees to comply with the terms of this Agreement. The Company warrants that each Consultant possesses the qualifications, knowledge, skills and expertise necessary to perform the Services & Deliverables. Each Consultant holds all necessary memberships, certificates and insurances required to lawfully perform the Services & Deliverables.

3. Schedule

The Company will provide the Services & Deliverables in accordance with the following Schedule and Budgeted Fees,

Service	Commencement Date	Completion Date	Budgeted Fees	Consultant Effort
[Type of Service]	[month day, year]	[month day, year]	\$	[# of days/week]
Total Maximum (excluding applicable taxes) To:			\$	

If the Company anticipates that the Completion Date of any Service will be delayed, the Company will promptly notify OntarioMD and seek OntarioMD's written approval. OntarioMD may in its sole discretion, extend the Contract End Date for up to three (3) month by giving written notice to the company not less than 10 days before the initial assignment end date.

4. Reporting

The Company will report to [Name] [Title] OntarioMD. The Company shall deliver to OntarioMD their Monthly invoice on or before the second business day of the subsequent month (as per item 5 below). The Company shall meet regularly with OntarioMD to review the status of the delivery of the Services & Deliverables. OntarioMD may increase the level of detail required in the reports at any time upon notice to the Company.

5. Fees, Expenses, Invoicing and Payment

Your Fees are determined by multiplying the number of hours spent by each consultant performing your Services by his or her Hourly Rate indicated in this Agreement (as per item 2 above). The Total Fees for the Services & Deliverables you provide will not exceed the Budgeted Fees set. In addition to your fees, the Company may also charge for reasonable out-of-pocket expenses in accordance with OntarioMD's expense policy. The Company will seek our written approval prior to incurring any out-of-pocket expenses.

The invoice will set out the following information with respect to the Services & Deliverables performed by each Consultant that period,

1. a brief point form description of each item of work performed,
2. time spent by each item of work ("X.XX hours" format),
3. the hourly rate,
4. fee for each item of work performed (i.e. item 2 multiplied by item 3),
5. approved out-of-pocket expenses incurred with respect to the Services,
6. applicable taxes, and
7. total

The Company shall maintain and provide, upon OntarioMD's request, detailed records to support the invoices. Invoices are due for payment within 30 days of receipt by OntarioMD.

6. Term and Termination

The term of this Agreement shall commence on the earliest “**Commencement Date**” listed above and shall terminate on the latest “**Completion Date**” listed above. OntarioMD may terminate this Agreement earlier at any time upon written notice to the Company. The Company may terminate this Agreement if OntarioMD breaches its obligation to pay the fees and does not remedy the breach within 10 days of notice by the Company.

The Company may terminate this agreement in its entirety by providing OntarioMD with written notice of such termination, the duration of which notice period is 10 days.

7. Confidential Information

“**Confidential Information**” means all information obtained from any source and in any form, whether written or oral, concerning any aspect of the business, technology, operations and assets of OntarioMD and the Ontario Medical Association, its subsidiaries and affiliates and their members and suppliers and third parties to whom OntarioMD and its subsidiaries or affiliates owe an obligation of confidentiality, which Confidential Information has been or may hereafter be provided or shown to the Company in connection with this Agreement. The Company shall keep all such Confidential Information secret and shall not, except with the prior written consent of OntarioMD, use, transfer or disclose the Confidential Information except in accordance with the terms of this Agreement.

The Company shall use reasonable care, consistent with measures it takes to safeguard its own confidential and proprietary information, to ensure that the Company keeps the Confidential Information confidential. Confidential Information shall not include: information that has been published or that has otherwise entered the public domain without a breach of this Agreement; information that was already in the Company’s possession or was known to the Company before its disclosure by OntarioMD, or before it was otherwise obtained by the Company in connection with this Agreement; and information that is independently developed by the Company without a breach of confidentiality under this Agreement or any other agreement. The Company acknowledges that not all Confidential Information will be marked as such. Therefore, if there is any doubt as to whether information is Confidential Information, the Company will treat the information as Confidential Information. The Company will not attempt to gain access to Confidential Information the Company is not specifically authorized to access. At the request of OntarioMD, the Company will either destroy all Confidential Information or surrender all originals and all copies of any of the Confidential Information that the Company may have in its custody and the Company shall provide to OntarioMD, at its request, a certificate which verifies the destruction or the return of such Confidential Information. For greater certainty, any Services and Deliverables, or component of such Services and Deliverables prepared under this Agreement, whether rendered anonymous or not, will not be used or shared by the Company with any third party, now or in the future, without the written consent of OntarioMD.

8. Intellectual Property

The Company agrees that OntarioMD will own all right, title and interest in and to the Services and Deliverables the Company and Consultants produce and provide, alone or in collaboration with others, during the course of the Company providing such Services & Deliverables to OntarioMD including copyright, patent, trade secrets and any other industrial and intellectual property rights and other proprietary rights. The Company hereby expressly and irrevocably assigns all intellectual property rights and proprietary rights in any Services and Deliverables to OntarioMD and will ensure that all Consultants

have expressly and irrevocably waived any and all moral rights that the Consultants may have with respect to the Services and Deliverables. If the Company is asked to do so by OntarioMD, the Company will sign all documents, and perform any related activities, to support OntarioMD in obtaining patents, copyrights, or other property rights in such Services and Deliverables and to assign all patents, copyrights or other property rights to OntarioMD. The Company agrees that the Consultants will not include in any Services and Deliverables produced through the delivery of the Services & Deliverables, designs, plans, models, samples, software, integrated circuits, reports, or other writing or product which the Company either knows or have reason to believe are covered by the valid patent, copyright, or other form of intellectual property right of a third party without the prior written permission of OntarioMD.

9. Conflict of Interest

The Company shall not,

1. during the term of this Agreement, have or enter into any interest that actually or potentially conflict with the interests of OntarioMD or the Ontario Medical Association,
2. take for itself, or direct to a third party, a business opportunity that is discovered through the provision of the Services & Deliverables or the use of OntarioMD Property,
3. use OntarioMD Property for personal gain or to compete with OntarioMD, or for the benefit of any party other than OntarioMD.

The Company shall also ensure that the Consultants adhere to the above requirements.

10. Relationship

The Company will provide the Consultant Services & Deliverables to OntarioMD as an independent contractor and not as an employee, agent, joint venture or partner of OntarioMD. Accordingly, the Company agrees that OntarioMD shall have no liability or responsibility for the withholding, collection, or payment of any taxes or payments of any nature on the Company's behalf or for the Company's benefit, including, but not limited to, the following: income taxes, PST/GST/HST remittances, employment insurance, Canada Pension Plan, Workplace Safety and Insurance, and Employer Health tax. The Company agrees to hold OntarioMD harmless from and against any order, penalty, interest or tax that may be assessed or levied against OntarioMD relating thereto. The Company agrees that, as an independent contractor, the Company and the Consultants will not be eligible to participate in or to receive any employee benefits, including participation in any pension, profit-sharing, group insurance, death benefits, short- or long-term disability insurance, workers' compensation, or any other benefit plan or arrangement which OntarioMD has or may have for its employees. The Company agrees that, as an independent contractor, the Company will not be entitled to vacation pay, holiday pay, termination notice/pay (except as noted in section 1 above), severance pay or any other employment benefit or entitlement prescribed under employment standards legislation, under common law or otherwise, nor shall Consultants be so entitled. The Company undertakes and confirms that it will enter into a written agreement with the Consultants confirming that they are independent contractors and not employees of OntarioMD.

11. Non Solicitation

The Company and OntarioMD agree not to directly solicit, interfere with or endeavor to entice away any employees or sub-contractors of the other during the term of this agreement plus 6 months upon its termination.

12. Accessibility for Ontarian's with Disability Act (AODA)

OntarioMD is committed to creating an inclusive workplace. We have an accommodation process in place that provides accommodations for individuals with disabilities. If specific accommodation is required because of a disability or medical need, please contact Human Resources so that arrangements can be made for the appropriate accommodations to be in place.

13. General

This Agreement is the entire agreement with respect to the provision of the Services & Deliverables by the Company, and supersedes any previous commitments or contracts, whether written or spoken. The Company may not assign any of its rights or obligations under this Agreement without the prior written consent of OntarioMD. The Company shall not subcontract or delegate its obligations under this Agreement to any person, without the prior written approval of OntarioMD. In providing the Services & Deliverables to OntarioMD, the Company will comply with all applicable laws including privacy legislation. This Agreement is governed by the laws of the Province of Ontario. All warranties, indemnities and obligations with respect to Confidential Information and Intellectual Property, shall survive the termination of this Agreement. The Company and OntarioMD will provide notices to each other by e-mail. In the event any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. This Agreement can be amended only by written agreement executed by both parties. No waiver of any provision of this Agreement shall be effective unless given in writing by the party to be bound.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

OntarioMD Inc.

[Company Name]

by:

Signature:

Name: Sarah Hutchison

Title: CEO

Date: [month day, year]

[I have authority to bind the company.]

Signature:

Name:

Title:

Date: