

**Agreement**

[Date]

[Name]

[Name Corporation]

[Address]

[Address]

[Address]

Dear [Name]:

**Re: Services**

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

**1. Services and Deliverables**

The Company will provide a number of services and deliverables to OntarioMD, which include the following:

[Details of Services and Deliverables]

Together the above services & deliverables will here-in-after be referred to as the "**Services & Deliverables**".

The Company shall provide the Services & Deliverables in a timely, 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	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 of any Services & Deliverables will be delayed beyond the relevant Completion Date, the Company will promptly notify OntarioMD and seek OntarioMD's written approval. OntarioMD may in its sole discretion, extend the Completion Date for up to three (3) months by giving written notice to the Company not less than 10 days before the original Completion 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

Company's fees are determined by multiplying the number of units of time spent by each Consultant performing his or her services by his or her rate indicated in this Agreement (as per item 2 above). The total fees for the Services & Deliverables that Company provides will not exceed the Budgeted Fees set out in Section 3. In addition to fees, the Company may also charge for reasonable out-of-pocket expenses in accordance with OntarioMD's expense policy. The Company will seek OntarioMD's written approval prior to incurring any out-of-pocket expenses.

Each monthly invoice will set out the following information with respect to the Services & Deliverables performed by each Consultant during the month being invoiced:

1. a brief point form description of each item of work performed,
2. time spent by each item of work ("X.XX hours/days" format),
3. the hourly/daily 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 & Deliverables (pursuant to the Broader Public-Sector Procurement requirements, the only allowable expenses are transportation and accommodation – food and hospitality costs are not reimbursable for consultants),
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 in section 3 and shall terminate on the latest "**Completion Date**" listed in section 3, subject to OntarioMD's extension right mentioned in section 3. OntarioMD may terminate this Agreement for convenience at any time upon written notice to the Company and for breach upon 10 days' written notice. If Company does not cure the breach within the 10-day notice period, the Agreement will be deemed to be terminated at the end of the said period. 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.

## **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, their respective subsidiaries and affiliates and their respective members and suppliers and third parties to whom OntarioMD or the Ontario Medical Association and their respective subsidiaries or affiliates owe an obligation of confidentiality, which Confidential Information has been or may hereafter be provided or shown to or learned by the Company in connection with this Agreement or in the course of providing the Services & Deliverables. 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 and each Consultant keep 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 its being learned in the course of providing the Services & Deliverables, 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 gain access or attempt to gain access to Confidential Information that the Company is not specifically authorized to access. At the request of OntarioMD, the Company will either destroy all Confidential Information or, at the option of OntarioMD, 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 that verifies the destruction or the return of such Confidential Information. For greater certainty, any Services & Deliverables, or component of such Services & Deliverables, whether rendered anonymous or not, will be considered Confidential Information and shall not be used or shared by the Company with any third party, now or in the future, without the prior written consent of OntarioMD.

## 8. Intellectual Property

The Company agrees that OntarioMD will own all right, title and interest in and to the Services & Deliverables provides, alone or in collaboration with others, 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 or underlying any Services & 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 & Deliverables. If the Company is asked to do so by OntarioMD, the Company will sign all documents, and perform any related activities (in each case at OntarioMD's expense), to support OntarioMD in obtaining patents, copyrights, or other property rights in or underlying such Services & Deliverables and will assign all patents, copyrights or other property rights to OntarioMD. The Company agrees that the Consultants will not include in any Services & Deliverables any designs, plans, models, samples, software, integrated circuits, reports, or other writing or product that 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. Liability

### 9.1 General Liability

The Company shall, defend, indemnify, and hold OntarioMD and its officers, directors, agents and employees (the "**Indemnitees**") harmless from and against any direct damages arising from or in connection with: (i) any inaccuracy in any representation or warranty made by Company in this Agreement or in any related statement of work or proposal to OntarioMD made by the Company, (ii) any breach or alleged breach of any covenant, duty or obligation of Company's Consultant(s); or (iii) any intentional or negligent act, error or omission of the Company, its agents, servants, employees, subcontractors, the Company's or other representatives.

### 9.2 Infringement Liability

The Company shall defend, indemnify, and hold the Indemnitees harmless from and against any claims brought by a third party alleging that the Indemnitee's use of any Services & Deliverables infringes or violates any Canadian patent, copyright, trade secret or other proprietary right of such third party. The foregoing notwithstanding, the Company will not make any offers of settlement nor enter into any settlement agreements that would restrict the Indemnitees' use of the Services & Deliverables or subject the Indemnitees to any additional obligation with respect to the Services & Deliverables without their prior written consent. The Company may satisfy its indemnity obligation under this section 9.2 by taking one of the following actions as will, in its discretion, rectify the issue:

1. modify the Services & Deliverables so that they are no longer infringing without materially impairing their usefulness to OntarioMD,
2. replace the Services & Deliverables with functionally equivalent Services & Deliverables,
3. obtain the right for the Indemnitees to continue using the Services & Deliverables, or
4. accept return of the infringing Services & Deliverables and refund OntarioMD the full price paid for such Services & Deliverables.

### 9.3 Survival

The provisions of this Section shall survive the termination or expiration of this Agreement for a period of 2 years.

#### **10. 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.

#### **11. Relationship**

The Company will provide the Services & Deliverables to OntarioMD as an independent contractor and not as an employee, agent, joint venturer 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 that OntarioMD has or may have for its employees. The Company agrees that, as an independent contractor, the Company and its Consultants will not be entitled to vacation pay, holiday pay, termination notice/pay, severance pay or any other employment benefit or entitlement prescribed under employment standards legislation, common law or otherwise. 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.

#### **12. 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 following its termination.

#### **13. Accessibility for Ontarian's with Disability Act (AODA)**

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

**14. 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, except for the provisions of a certain Request for Services dated [DATE] and issued by OntarioMD and Company's submission in response thereto, pursuant to which the Company and OntarioMD are entering into this Agreement. 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. If 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.  
by:

[Company Name]

Signature: \_\_\_\_\_  
Name: Sarah Hutchison  
Title: CEO  
Date: [month day, year]

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

I have authority to bind OntarioMD

I have authority to bind the Company