



UNIVERSITY OF CALGARY

Contract No. 2016ICA **XXXX**

U of C Reference **RFP #**

INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN:

FULL/PROPER COMPANY NAME

AND

THE GOVERNORS OF THE UNIVERSITY OF CALGARY

Date: Month, Day, Year

INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN:

FULL NAME OF WRITER/NAME OF COMPANY

(whose name appears on the signature line of this Agreement),
[either an Alberta corporation, having an office at the City of _____, in the Province of _____ / [, an individual who resides at the City of _____ in the Province of _____]
("Contractor")

AND:

THE GOVERNORS OF THE UNIVERSITY OF CALGARY,
a corporation continued pursuant to the
Post-Secondary Learning Act, S.A. 2003, C. P-19.5
(the "University")

WHEREAS the University requires certain services;

AND WHEREAS Contractor has represented that Contractor is skilled in providing those services;

NOW THEREFORE, THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants and agreements herein provided, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

Unless the context otherwise requires, the following terms and expressions shall have the meanings set forth below whenever used in this Agreement:

"Agreement", **"this Agreement"**, **"herein"**, **"hereof"**, **"hereunder"** or similar expressions refer to this agreement and not to any particular article, section, paragraph, clause or other part of this Agreement, and includes the Appendices attached to this Agreement and any and every amending agreement and agreement supplemental or ancillary hereto or in implementation hereof;

"Claims" means actions, causes of action, claims, demands, losses, liabilities, costs and expenses whatsoever;

"Effective Date" shall have the meaning set out in Appendix "A" attached to this Agreement;

"Expiry Date" shall have the meaning set out in Appendix "A" attached to this Agreement;

"Invoice" shall have the meaning set out in Appendix "B" attached to this Agreement;

"Notice" shall have the meaning set out in Section 8.2;

"Services" means those services to be provided by Contractor, as more particularly described in Article 2 and in Appendix "A" attached to this Agreement;

"Term" shall have the meaning set out in Section 4.1;

"University Liaison" shall have the meaning set out in Section 2.3;

"University Indemnitees" means the University, its affiliates and their respective governors, directors, officers, agents and employees;

"Works" shall have the meaning set out in Section 5.2(a).

1.2 Headings, etc.

The division of this Agreement into Articles, Sections, paragraphs and clauses and the insertion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless otherwise stated, all references in this Agreement to articles, sections, paragraphs or clauses are to those in this Agreement.

1.3 **Plurality and Gender**

Words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and words importing individuals shall include firms, corporations and governments and governmental authorities and vice versa.

1.4 **Currency**

All references in this Agreement to dollars and cents are to lawful currency of Canada, unless otherwise provided in Appendix "B".

1.5 **Appendices**

The parties hereto may revise the Appendices from time to time and each such revision shall be initialled by both parties and attached to this Agreement as a new Appendix which shall be identified by a consecutive reference number (ie. Appendix "A1", "A2", "A3", etc.).

ARTICLE 2 **SERVICES AND PERSONNEL**

2.1 **Contractor to Provide**

Contractor shall provide the Services set out in Appendix "A" attached to this Agreement, on the terms and conditions set out therein and in this Agreement (the "**Services**") in an efficient, competent and professional manner satisfactory to the University.

2.2 **Conflict of Interest Disclosure**

Contractor covenants and warrants to the University that it does not have, and is not aware of, any conflict or potential "conflict of interest" (as such term is defined in the University's Code of Conduct Policy, which may be revised from time to time) between Contractor and the University. Failure by the Contractor to disclose any conflict, or potential conflict, of interest may result in the termination of this Agreement at the sole discretion of the University.

2.3 **University Liaison**

Liaison by Contractor with the University respecting the Services shall be with the University liaison identified in Appendix "A" or such other person as the University may identify from time to time (the "**University Liaison**"). Contractor shall comply with all reasonable instructions and directions given to it by the University Liaison on behalf of the University.

2.4 University Policies

Contractor shall comply with all of the applicable policies and procedures of the University, of which it has notice, as the same may be revised from time to time.

2.5 Standards of Performance

- (a) Contractor represents to the University throughout the Term, and acknowledges that the University has relied on such representation in entering into this Agreement, that it and its employees, agents and permitted subcontractors performing the Services possess the necessary qualifications, knowledge, skills, expertise and experience to carry out the Services and Contractor agrees to perform the Services to the standards of a specialist in the area of the Services to be provided to the University under this Agreement.
- (b) Contractor shall, at all times during the Term of the Agreement, act in the best interests of the University and shall perform the Services in a competent, workmanlike and professional manner using due care and diligence.
- (c) In performing the Services, Contractor shall be knowledgeable of and comply with all applicable laws, orders, regulations, ordinances, standards, codes and other rules of all lawful authorities and applicable regulatory bodies including, but not limited to, the *Employment Standards Code*, as amended, and all regulations made thereunder and the *Occupational Health and Safety Act*, as amended, and all regulations made thereunder.
- (d) Contractor shall be responsible, at no cost to the University, to provide such additional services on a prompt basis as may be necessary to remedy any defects or deficiencies in the Services caused by the negligent acts or omissions of Contractor or by its failure to perform the Services in accordance with the provisions of this Agreement.
- (e) Where applicable, Contractor shall take all reasonable measures in the performance of the Services to minimize disturbance or damage to the surrounding environment.
- (f) At its own expense, Contractor shall obtain all permits and/or licenses that are required by law for the carrying out of the Services.

2.6 Qualifications / Expertise

Contractor hereby covenants, represents and warrants to the University throughout the Term and acknowledges that the University has relied upon such covenants, representations and warranties in entering into this Agreement that Contractor, its employees, agents, and permitted subcontractors possesses the qualifications and expertise set out in Appendix "A".

2.7 Independent Contractor

- (a) It is specifically agreed and understood that Contractor is providing the Services as an independent contractor and neither Contractor nor its employees, agents or representatives shall be deemed to be nor shall they represent themselves as being employees, agents or representatives of the University for any purpose whatsoever.
- (b) Nothing contained in this Agreement shall be deemed or construed by the parties as creating the relationship of employer/employee, principal and agent, partnership or a joint venture relationship between the parties hereto.
- (c) The University is not responsible in any way for acts or omissions of Contractor, its employees, agents, representatives or any persons under the control or supervision of Contractor or for whom Contractor is responsible at law.
- (d) Contractor shall be responsible for all acts or omissions of its employees, agents, representatives or other persons under its control or for whom Contractor is responsible at law and will be responsible for such individual's wages, salaries or other remunerations or compensation arising in connection with the performance of this Agreement and for all taxes, withholdings or contributions in respect thereof which are or may hereafter be imposed by law, including, but not limited to, the collection and remittance of federal and provincial income taxes, workers' compensation, Employment Insurance and Canada Pension Plan contributions, and Contractor further agrees to indemnify and save the University Indemnitees harmless for any Claims arising in respect of same.
- (e) The Contractor acknowledges and agrees that the Contractor shall not receive University business cards nor shall the Contractor directly or indirectly produce, manufacture or disseminate any business cards or methods of identification that utilize the name of the University and/or any of the University's logos, trademarks and/or other proprietary marks and information.

2.8 Hours

Contractor shall be at liberty to determine the hours of the day during which it will perform the Services, provided Contractor agrees to the extent possible to endeavour to make itself available to the University during the University's normal business hours Monday to Friday, unless the performance of the Services otherwise requires other specific hours, as set out in Appendix "A". The University may require Contractor to be available to perform the Services at such other times as may be requested by the University from time to time during the Term, as set out in Appendix "A".

2.9 Commencement of the Services

This Agreement must be signed by both the University and Contractor and a purchase order must be generated before Contractor commences the Services. Any Services performed prior to the Agreement being signed and a purchase order being generated is at Contractor's sole risk and the University is not obligated to pay for such Services.

ARTICLE 3 **PAYMENT**

3.1 Payment

The University shall pay Contractor the fees and expenses set forth in accordance with the terms of Appendix "B" attached hereto for performance of the Services in accordance with this Agreement.

3.2 G.S.T.

Contractor acknowledges that it is registered to collect Canadian goods and services tax ("G.S.T.") and shall concurrently with the execution of this Agreement provide the University with Contractor's G.S.T. registration number.

3.3 Invoices

Contractor shall deliver invoices and original supporting documentation in respect of each such invoice to the University at the times and in the manner set out in Appendix "B" attached hereto.

3.4 Expenses

Contractor shall be reimbursed only for expenses first approved in writing by the University, unless otherwise stipulated in Appendix "B". Other than the pre-approved expenses set out in Appendix "B", the University will not be liable for and will not pay any unapproved expenses.

ARTICLE 4 **TERM AND TERMINATION**

4.1 Term

This Agreement shall be effective as of the Effective Date and shall continue in full force and effect until the Expiry Date set out in Appendix "A", or until the expiry of any renewal period referred to in Appendix A, if applicable (in each case, the "Term"), provided that this Agreement may be terminated prior to such Expiry Date, or expiry of the renewal period, if applicable, as expressly provided herein and provided further that those provisions that expressly survive termination of this Agreement shall survive as expressly stated.

4.2 Termination For Cause

- (a) The University shall have the right to terminate this Agreement by giving seven (7) days prior written notice to Contractor or to Contractor's receiver or trustee in bankruptcy, if applicable, and without further liability to the University hereunder and without prejudice to any other right or remedy the University may have, if at any time during the Term Contractor shall:
- (i) commit an act of bankruptcy or be adjudged bankrupt or make a general assignment for the benefit of creditors, or if a receiver is appointed over all or a material portion of the business and assets of Contractor, or if Contractor is insolvent, or if Contractor has ceased to perform the Services or has made an assignment of this Agreement or has subcontracted any of the Services without the prior written consent of the University;
 - (ii) be guilty of fraud or dishonesty or serious misconduct or commit an immoral act in circumstances that would make it illegal or unsuitable for Contractor to continue to discharge its duties hereunder;
 - (iii) commit an act of gross insubordination relating to the directions or instructions given or made by the University;
 - (iv) fail to carry out the Services in accordance with its covenants herein and fail to correct the default or fail to provide an acceptable schedule for the correction of the default within five (5) working days of being given notice by the University to do so; or
 - (v) be in default of any covenant, warranty or representation given by it, or binding upon, herein.
- (b) If Contractor is in default of any of its obligations under this Agreement or fails in any respect to perform the Services or any portion thereof in accordance with this Agreement, the University may, without prejudice to any other rights or remedies it may have at law or in equity:
- (i) correct or remedy such default and Contractor shall pay to the University immediately upon demand by the University an amount equal to all costs, charges, expenses, including legal fees on a solicitor and its own client basis, and damages incurred or sustained by the University by reason of Contractor's default together with an administrative fee of 15%; or
 - (ii) terminate this Agreement forthwith upon written notice to Contractor.

4.3 Termination Without Cause by the University

The University shall be entitled to terminate this Agreement without cause, upon giving Contractor thirty (30) days prior written notice, together with written notification of the Services, if any, Contractor is required to complete during the said notice period. In such

event, the University shall pay Contractor all accrued unpaid amounts due to Contractor hereunder and amounts due to Contractor in respect to the Services the University requires to be done during the notice period. Subject thereto, Contractor will not be entitled to any further payment or compensation arising from or connected with early termination of this Agreement.

ARTICLE 5

OWNERSHIP OF WORK PRODUCTS AND MATERIALS

5.1 University Property

Any records, information, data, documents and materials provided by the University to Contractor for its use in the performance of the Services shall remain the property of the University and shall be returned by Contractor to the University, without cost to the University, upon the University's request and, in any event, upon the expiration or termination of this Agreement, in the same condition as when received by Contractor, reasonable wear and tear excepted.

5.2 Intellectual Property

- (a) Subject to Subsection 5.2(e) below, all inventions, copyrightable works, discoveries, improvements, industrial designs, and other intellectual and proprietary rights conceived, originated, or prepared by Contractor in connection with or as a result of providing the Services (collectively, the “**Works**”) shall be and are hereby deemed to be the exclusive property of the University and Contractor agrees to forthwith disclose in writing to the University each of the same.
- (b) Contractor hereby irrevocably assigns any right, title and interest and all intellectual property rights whatsoever that it had, has or may have in and to each Work, to and in favour of the University, free of any compensation to Contractor beyond the compensation paid to Contractor pursuant to this Agreement, and Contractor further waives and represents to the University it has obtained waivers of, in and to the Works.
- (c) The University's rights in and to the Works will include, without limitation, the right to make, use, sell, lease, license and otherwise dispose of the Works or items or things embodying the Works. It will be presumed, absent presentation of sufficient evidence to the University to satisfactorily rebut the presumption, that any Works asserted to have been conceived, made, or reduced to practice, or prepared or developed (as the case may be) by Contractor, alone or with others, in the six (6) month period immediately following the termination of this Agreement that relate to the actual, contemplated, or foreseeable business of the University, were made during the Term of this Agreement with the University and are subject to the provisions of this Article 5.

- (d) The filing and prosecution of all patents, industrial designs, trademarks, and copyright applications arising in connection with or as a result of providing the Services shall be solely under the control of and at the cost of the University and ownership of any patents, industrial designs, trademarks and copyrights resulting therefrom and applications therefor shall vest solely in the University. Contractor agrees to provide during the Term of this Agreement and for a reasonable time thereafter, at the expense of the University, all necessary information, materials, and assistance to enable the University to proceed with the filing and prosecution of all patents, industrial designs, and copyright applications.
- (e) The University hereby excludes from the effect of this Article 5 any documentation, information, inventions or intellectual property that Contractor owns, acquires (except by receipt from the University), conceives or originates prior to the coming into effect of this Agreement.
- (f) Contractor hereby warrants that it has not and shall not breach nor infringe any patent, copyright, trademark, trade secret, or other proprietary right owned or acquired by third parties as a result of or in the course of the performance of the Services and agrees to indemnify the University Indemnitees with respect to all Claims arising from any such breach or infringement.

5.3 Confidential Information

- (a) Contractor agrees that any confidential information, including information identified as confidential or proprietary or reasonably understood as being of a confidential or proprietary nature and not available to or disclosed to the public, concerning the University, its operations, business, students, customers, forecasts, plans and proposals, records, information, data, documents, photographs and materials disclosed to it by the University or otherwise acquired or developed by Contractor in performing the Services will not be:
 - (i) published or disclosed to any third party, except to those of its officers, employees and professional advisors who are directly concerned with the use, development or application of such records, information or material in the performance of the Services and undertake to maintain confidentiality in respect thereof; or
 - (ii) used, sold or otherwise disposed of for value by Contractor, other than in the performance of the Services under this Agreement.
- (b) Contractor shall comply with any rules or directions made or given by the University with respect to safeguarding or ensuring the confidentiality of the information, data, documents or materials referred to in Section 5.3(a).

5.4 Confidentiality and the *Freedom of Information and Protection of Privacy Act*

- (a) Contractor and the University acknowledge that this Agreement and the relationship between Contractor and the University will be subject to the provisions of *The Freedom of Information and Protection of Privacy Act* (Alberta), as amended, replaced or restated from time to time, and any other applicable privacy legislation.
- (b) In the event that proceedings under *The Freedom of Information and Protection of Privacy Act* (Alberta), as amended, are commenced respecting this Agreement or the relationship between Contractor and the University hereunder, and should Contractor decide, in its sole discretion, to contest the disclosure of any document in respect of the foregoing, then Contractor shall appoint counsel, control the conduct of such proceedings and fund all costs associated with the conduct thereof. Notwithstanding the foregoing, the University may, at its sole cost and in its sole discretion, attend or make representations during any proceedings pursuant to *The Freedom of Information and Protection of Privacy Act* (Alberta), as amended, or otherwise exercise those rights provided to it thereunder.
- (c) In the event that Contractor obtains access to or custody of the University records and data, Contractor agrees to comply with the provisions of *The Freedom of Information and Protection of Privacy Act* (Alberta), as amended, as well as with the other provisions of this Agreement relating thereto and all other applicable laws.

ARTICLE 6 INDEMNITY AND LIABILITY

6.1 Indemnification

Contractor shall indemnify and hold harmless the University Indemnitees from and against all Claims resulting, directly or indirectly, from any default by Contractor under this Agreement and/or the acts, omissions of Contractor, its employees, agents, subcontractors, or anyone for whom Contractor may be liable at law in the performance of or failure to perform Contractor's obligations herein.

6.2 Indemnity for Taxes

In the event that any taxing authority, for whatever reason, seeks from the University payment of taxes on or in respect of this Agreement, Contractor shall indemnify the University Indemnitees from any such payments and any fines, interest or penalties related thereto, within 30 days of the University claiming same from Contractor. Contractor further agrees that the University may set off an amount equal to any such taxes (including any applicable fines, interest and penalties) from any fees due to Contractor herein.

6.3 Disclaimer of Damages

Neither party shall be liable to the other party for incidental, consequential or punitive damages, under any circumstances, including loss of anticipated profits, arising from any cause whatsoever whether based upon breach of contract (fundamental or otherwise), tort, offences and quasi offences, strict liability, or any other theory of law.

ARTICLE 7 **ASSIGNMENT**

7.1 Assignment

Contractor shall not assign any of its rights or obligations under this Agreement without the University's prior written consent, which consent may be unreasonably and arbitrarily withheld. Any assignment in violation of this Section 7.1 is void and of no effect.

7.2 Subcontracting

- (a) Contractor may subcontract all or part of the Services upon the prior written consent of the University, which consent may be unreasonably or arbitrarily withheld, provided any such subcontracting shall not relieve Contractor from its obligations herein.
- (b) Nothing contained herein shall create any contractual relationship between any permitted subcontractor of the Contractor and the University.

ARTICLE 8 **GENERAL**

8.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable thereto. The parties attorn to the exclusive jurisdiction of the Alberta courts with respect to any matters arising under this Agreement.

8.2 Notice and Communication

- (a) Any notices or other communications required under this Agreement to be made between the parties ("**Notice**") shall be in writing and shall be delivered by facsimile, by courier delivery or by registered mail, addressed to the addresses set out in Appendix "A":
- (b) If the Notice is delivered by courier delivery it shall be considered to have been received by the addressee on the actual date of receipt (or the next business day if sent on a holiday or a non-business day of the recipient).
- (c) If the Notice is delivered by registered mail, it shall be considered to have been received by the addressee five (5) days after the date of mailing (or the next

business day if the fifth day falls on a holiday or a non-business day of the recipient).

- (d) If the Notice is sent by fax, it will be effective on the date of transmission (or the next business day if sent on a holiday or a non-business day of the recipient), with written confirmation.
- (e) Either party hereto may change its address by notice in writing sent to the other party pursuant to this Section 8.2.

8.3 Amendment; No Waiver

This Agreement may not be amended except in writing duly executed by each of the parties hereto. No action or failure to act by the University or Contractor shall constitute a waiver of any right or duty afforded either party under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed to in writing between the parties.

8.4 Survival

The provisions of Sections 2.7(d),5.2(f),5.3,5.4,6.1, and 6.2 shall survive the expiration or termination of this Agreement.

8.5 Entire Agreement

This Agreement, including the Appendices attached hereto, contains the entire agreement of the parties in respect of the subject matter of this Agreement and no addition, variation or amendment of this Agreement shall take place except by agreement in writing between the parties.

8.6 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together constitute one and the same Agreement.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties as of the dates written below

**THE GOVERNORS OF THE
UNIVERSITY OF CALGARY**

Per: _____

Title: _____

Date: _____

CONTRACTOR

Company (or Individual)

Name: _____

Per: _____

Title: _____

Date: _____

Witness (if individual)

APPENDIX "A"

SERVICES

A.1. TERM:

- (a) Effective Date: **Month, Day, Year**
- (b) Expiry Date: **Month, Day, Year**
- (c) RENEWAL: no; yes _____ period (years/months). If yes, the parties shall confirm renewal in writing 30 days prior to the above Expiry Date;

A.2. UNIVERSITY LIAISON: Name/Title/Department

A.3. DESCRIPTION OF SERVICES TO BE PROVIDED:

(Type of service required, response time, contractor responsibilities, specific service tasks, etc.)

A.4. QUALIFICATIONS / EXPERTISE: (Trade certificates, bonded, years' experience, required membership and associations, etc.)

Contractor, its employees, agents, and permitted subcontractors shall, throughout the Term, possess the following qualifications and expertise:

A.5 **SPECIFIC HOURS (if any):** _____

A.6 **NOTICES:**

a) If to the University:

Contact Name
Supply Chain Management
Physical Plant Building Rm 65
3838 24th Avenue NW
Calgary, AB T2N 1N4
Phone: xxx-xxx-xxxx
Fax: xxx-xxx-xxxx
Email:

If to Contractor:

Full Company Name
Company Address
City, Province Postal Code
Attn: Contact Name of Vendor, Title
Phone: xxx-xxx-xxxx
Fax: xxx-xxx-xxxx
Email:

Initial
University

Initial
Contractor

APPENDIX "B"

PAYMENTS

B.1. FEES:

The University will pay Contractor for the Services a fee at the rate of: [check the applicable option]:

- (a) \$_____ per hour;
 - (b) at cost (substantiated by invoices);
 - (c) \$_____ per month flat fee;
 - (d) \$_____ flat fee for the performance of this Agreement); or
 - (e) other (eg. pre-payment plus flat fee, or payment schedule etc.): (specify)
-
-

for the Services completed to the satisfaction of the University pursuant to this Agreement.

For all alternatives selected, except (d), payment will be made to Contractor within ____ days of date of each invoice from Contractor detailing the Services performed, the individuals performing each of the Services and the time spent for each of the Services and any other information required pursuant to Section B.3 (the "**Invoice**").

If alternative (d) is selected, payment will be made to Contractor within 30 days of date of the final Invoice from Contractor.

B.2. CURRENCY: (if other than Canadian) _____

B.3. INVOICES:

Contractor shall submit **their** invoice to the Accounts Payable department at the University as per the agreed frequency with a copy (clearly marked "COPY") to the University Liaison. Invoices must, in addition to the information required under Section B.1., contain, at a minimum, the following information:

- (a) Purchase order number issued by the University;
- (b) Contract number issued by the University;
- (c) Description of Services performed during the applicable payment period;
- (d) Fee per Service and total amount of invoice inclusive of GST;

- (e) Invoice number and billed to the University of Calgary.

B.4. APPROVAL OF INVOICES:

- (a) The University shall verify the Invoices and approve them for payment. If approved, Payment shall be made by the University to Contractor within thirty (30) days from date of Invoice, provided that in addition to the other provisions of this Agreement, the University may withhold payment to such an extent as may be necessary to protect the University from loss due to:
 - (1) Contractor not making satisfactory progress in carrying out the Services herein;
 - (2) defects or deficiencies in the Services provided by Contractor that were not remedied as set forth herein;
 - (3) failure of Contractor to make payments promptly to its permitted subcontractors for services, materials or labour supplied in respect of the Services;
 - (4) an amount reasonably required by the University to protect itself against claims for unpaid bills and accounts related to the provision of the Services for which the University may be liable, including costs incurred by the University in dealing with such claims;
 - (5) fees and reimbursable expenses relating to work done by Contractor that is not within the scope of the Services.
- (b) Should the University not approve the full amount claimed in any Invoice, the Contractor will provide an amended invoice to be paid. The Contractor should provide a subsequent invoice upon remedying the problem identified by the University.

B.5. EXPENSES:

- (a) Contractor shall be reimbursed only for expenses first approved in writing by the University. The University will not be liable for and will not pay any unapproved expenses.
- (b) **PRE-APPROVED EXPENSES** (if any):

B.6. **CONTRACTOR'S G.S.T. REGISTRATION NUMBER:** **XXXXXXXXXXXXRT**

OR if not applicable...

Not applicable;

Contractor agrees that it is not registered to collect Canadian G.S.T. and confirms that it is, and will remain during the Term, under the \$30,000 earnings per year threshold and not be required by Canada Revenue Agency to obtain a G.S.T. registration number.

Initial
University

Initial
Contractor

APPENDIX "C"

OBLIGATIONS

PART I: THE WRITER'S OBLIGATIONS

C.1 TRUTHFULNESS AND ACCURACY

- (a) The Writer will not deliberately write a dishonest, plagiarized, or inaccurate statement into the proposals or report. The Writer shall reveal any conflict of interest or possible conflict of interest to a representative of the Client, hereinafter called Editor, upon receiving the assignment.

C.2 SOURCES

- (a) The Writer will be prepared to support all statements in the manuscript and to assist the checker in verifying statements of fact.

C.3 LIBEL

- (a) The Writer shall alert the Editor to special circumstances regarding a story that could present legal risks to the Client. In the case of a libel action, the Writer shall support the Client morally and by appearing for the defense, if requested.

C.4 DEADLINES

- (a) The Writer shall deliver a clean, typed, and / or word-processed manuscript on or before the agreed deadline. If the Writer cannot meet the deadline, the Writer shall give the Editor reasonable notice in advance of the agreed deadline. The Writer may not set a new deadline without the Editor's consent.
- (b) If the Writer fails to complete the assignment on deadline without the Editor's consent to an extension, the Editor has the right to terminate this agreement and make no further payment to the Writer.

C.5 REVISIONS

- (a) The Writer and Editor will discuss the content, style, revisions, focus, and point of view to be used in the manuscript. The Writer will then use his or her best efforts to write the article within the agreed parameters and will obtain the consent of the Editor before departing from any of them.
- (b) If the manuscript, as submitted, fails to fall within the agreed parameters, the Editor may require the Writer to revise the manuscript. The Writer and Editor will agree on the suitable time for making these revisions and any minor updates.

C.6 UPDATING

- (a) If delays in publication or changes in the circumstances surrounding a subject make extensive updating of a manuscript necessary, the Writer will update the manuscript, at the previously negotiated hourly rate, if his or her other commitments permit.
- (b) If offered the opportunity to update the manuscript, the Writer must immediately advise the Client if other commitments preclude the Writer being able to complete the update as per the Client's deadline.

C.7 EDITORIAL CHANGES

- (a) The Writer will be available for discussion and consultation during the editing process.

PART II: THE PUBLICATION'S OBLIGATIONS

C.8 SOURCES

- (a) The Publisher/Client will respect any promises of confidentiality the Writer has made in the course of obtaining information.

C.9 REVISIONS

- (a) In requesting revisions to a manuscript, the Editor will give reasonable, detailed instructions as to the nature and extent of the required changes.
- (b) If the Editor requests revisions that involve significant departure from the previously agreed upon approach or treatment, the Writer may refuse to revise the manuscript and still be entitled to full payment. If the Writer agrees to do the revisions, he or she will be paid for the time spent rewriting at a rate or for a fee to be negotiated.
- (c) "Significant departures" include: (a) new research; (b) change of focus; (c) change of style.

C.10 UPDATING

- (a) If the manuscript requires extensive updating for the reasons mentioned in Section 6, the Client will pay the Writer for updating at the previously negotiated hourly rate.

C.11 EDITORIAL CHANGES

- (a) The Editor will give the Writer an opportunity to read the final edited version of the manuscript reasonably in advance of its publication.

C.12 ACCEPTANCE AND PAYMENT

- (a) The Editor will notify the Writer of **his or her** acceptance or rejection of the manuscript within 15 days of (a) delivery of the manuscript, or (b) the deadline, whichever is later; otherwise the manuscript shall be considered accepted by the Client.
- (b) If for any reasons unrelated to the originally agreed upon requirements of the assignment, the Publisher Client decides not to use the delivered manuscript, the Client will pay the Writer the agreed fee and expenses in full.
- (c) If the manuscript is accepted by the Editor or another person with apparent authority to do so and is later considered to be unacceptable, the Client will pay the Writer the agreed fee and expenses in full.

C.13 KILL FEE

- (a) If the Writer delivers a manuscript that fails to meet the originally agreed upon requirements of the assignment and if the Editor considers that the manuscript cannot be made acceptable through rewriting, the Editor may terminate the assignment by providing the Writer with written notice and paying the Writer not less than one half of the agreed fee, plus the Writer's expenses to date.
- (b) If the Editor wishes to cancel this agreement after work has begun, the Client will pay a reasonable fee, to be negotiated, to compensate the Writer for work done prior to termination.

PART III: RIGHTS

C.14 COPYRIGHT

- (a) The Client retains the copyright in all manuscripts written under this agreement, whether or not an article is published.
- (b) Unless specified otherwise, the Client has the right to enter the manuscript into and retrieve the manuscript from a computerized information storage and retrieval system only for the purpose of preparing the manuscript for publication, and may store the article in its database for legal purposes only, including documentation of the assignment.
- (c) Where a manuscript is rejected, and in all other instances where the assignment is terminated prior to publication of the article, all rights remain with the Client. The Writer may not submit the manuscript elsewhere for publication.

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