

## Services Agreement (Under \$5000.00)

**THIS AGREEMENT** (the “**Agreement**”) is made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”) is between Toronto Metropolitan University (the “**University**”) and \_\_\_\_\_ (“**Service Provider**”).

In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### 1) **TERM AND TERMINATION**

This Agreement commences on the Effective Date and, unless terminated earlier in accordance with the terms herein, continues until \_\_\_\_\_ (the “**Term**”). Any renewal of this Agreement must be in writing and signed by an authorized representative of each party. This Agreement may be terminated without cause by the University at any time on no less than 5 business days’ notice to the Service Provider, and immediately upon the Service Provider’s breach of this Agreement. Service Provider shall immediately return all Confidential Information to the University.

### 2) **SERVICES AND PERFORMANCE STANDARDS**

Service Provider shall perform the services set out in Schedule A (the “**Services**”) in accordance with the terms of this Agreement and in a professional, careful, diligent, and efficient manner to the satisfaction of the University, within the timeframes specified in Schedule A, or as communicated by the University.

### 3) **FEES AND PAYMENT**

The University shall pay the Service Provider \_\_\_\_\_ (plus applicable HST) (the “**Fee**”) for the provision of the Services. Service Provider shall provide the University with a uniquely numbered invoice at the completion of the Services and the University shall pay each undisputed invoice within 30 days of the date of receipt of the invoice by the University. The Fee is an all-in fee and must include all incidentals, permits and licenses required to perform the Services. The University will not reimburse Service Provider for miscellaneous expenses such as mileage, parking, fuel, meals, photocopies.

### 4) **COMPLIANCE WITH LAW & POLICIES**

- a) The Service Provider is solely responsible for all matters relating to compliance with statutory, taxation and other legal obligations arising from the Services. The Service Provider shall at its sole expense and at all relevant times during the performance of the Services comply with and adhere to all statutes, rules, orders, ordinances and regulations of all governmental authorities and is responsible for all payments, contributions, withholdings, employee deductions, employment insurance, health

insurance, premiums or penalties required under any federal or provincial legislation with respect to the Services provided.

- b) In performance of the Services and at all times when on the University's property and premises, Service Provider shall comply, and shall ensure that its employees comply, with the University's applicable policies, including but not limited to the *Discrimination and Harassment Prevention Policy*, *Sexual Violence Policy* and *Workplace Civility and Respect Policy* and the University's Environmental Health and Management System policy and requirements. The University's policies can be accessed online at: [www.torontomu.ca/policies](http://www.torontomu.ca/policies).

## 5) INTELLECTUAL PROPERTY

- a) As between the parties, the University owns all intellectual property in any work product arising from the performance of the Services for the University (the "Deliverables"). Service Provider shall deliver such items to the University upon request but in any event, no later than immediately after the completion of the Services or the termination of this Agreement. Service Provider hereby irrevocably assigns, and agrees to assign to the extent necessary in the future, to the University all right, title and interest in and to such Deliverables and all intellectual property rights therein. The Service Provider shall not do or cause to do anything that materially or adversely affects the University's ownership of intellectual property.
- b) Service Provider represents and warrants that the provision of the Services, including without limitation, the delivery of the Deliverables, does not and will not infringe upon or induce the infringement of any third-party intellectual property rights and the University has no obligation to pay royalties of any kind to anyone in connection with the Services or the University's use of the Deliverables as identified in this Agreement.
- c) Neither party shall use the name, trade name, trademark or other proprietary designation of the other party in any advertising or publishing without the prior written approval of any authorized representative of the party whose name, mark or designation is to be used.

## 6) CONFIDENTIALITY

- a) For the purposes of this Agreement, "**Confidential Information**" means information provided to one party about the other party's products or services, business, affairs, vendors, computer systems, installations, users or clients, to the extent that the information might reasonably be expected to be confidential, including Personal Information (as such term is defined under the Ontario Freedom of Information and Protection of Privacy Act, as amended ("**FIPPA**")).
- b) Each party shall maintain the confidentiality of all Confidential Information of the other party. Neither party shall furnish Confidential Information to any unauthorized person or entity without the express written consent of the other party.
- c) Neither party is bound by confidentiality obligations if the Confidential Information (a) is required to be disclosed pursuant to applicable law (including FIPPA), court or regulatory order, provided that, where feasible, the owner of the Confidential Information is given a reasonable opportunity to limit the extent of disclosure; (b) was

already rightfully in its possession before the commencement of negotiations that led to this Agreement; (c) is learned from a third party under no apparent duty of confidentiality and is not otherwise protected under law; or (d) becomes part of the public domain other than as a result of a breach of this section and is not otherwise protected under law.

- d) The Service Provider acknowledges that the University is subject to the Freedom of Information and Protection of Privacy Act (“**FIPPA**”). Notwithstanding any other provision of this Agreement, the Service Provider hereby acknowledges that the University may be required to disclose this Agreement and any records relating to this Agreement to a third party pursuant to FIPPA. Service Provider shall perform all Services in accordance with all applicable privacy laws.

## **7) INSURANCE COVERAGE**

- a) The Service Provider shall carry at all times during the performance of the Services, including any warranty period, at its own cost and expense, insurance of the type and levels that a prudent person would hold having regard for the nature of the Services and its location, or as the University may from time to time require. The Service Provider shall provide a Certificate of Insurance to the University as the University may request. The Service Provider will obtain and maintain Worker’s Safety Insurance Board (WSIB) coverage and provide both WSIB number and proof of satisfactory standing to the University upon request,
- b) Service Provider acknowledges that the University carries no personal property, medical, dental, accident benefit, employers’ liability or disability insurance on behalf of Service Provider and it is the Service Provider’s sole responsibility to ensure that it maintains sufficient personal insurance coverage. Service Provider agrees that any failure on its part to maintain adequate personal insurance does not impose any financial obligation on the University.

## **8) INDEMNIFICATION**

- a) Each party shall indemnify and hold harmless the other party and its respective, officers, governors, directors, employees and agents from and against any and all claims, losses, damages, costs and expenses, or actions or other proceedings made against any of them, arising out of the act, omission, or breach of the indemnifying party in connection with this Agreement (including any alleged infringement of intellectual property rights) except to the extent that such claims, losses, damages, costs and expenses, actions, or other proceedings are due to the indemnified parties’ wilful misconduct, negligence, failure or breach of this Agreement.

## **9) NOTICES**

- a) All notices, documents or other communications required or permitted to be given under this Agreement shall be in writing and are effectively given if sent by electronic mail to the other party as follows:

if to the Service Provider to: \_\_\_\_\_

if to the University, to: \_\_\_\_\_

## 10) GENERAL

- a) **Excusable Delay.** The time by which a party is required to perform any step or action hereunder is postponed to the extent and for the period of time that any party is prevented from meeting same by reason of any causes beyond its reasonable control provided that the party prevented from rendering such performance notifies the other party immediately and furnishes details of the commencement and nature of such a cause.
- b) **No Assignment.** No party may assign or subcontract this Agreement without the prior written consent of the other party.
- c) **Relationship.** Each party is an independent Service Provider and this Agreement does not create an employment relationship, partnership or joint venture between the parties. Neither party has the authority to bind the other party.
- d) **Entire Agreement.** This Agreement (including the schedules) constitutes the entire agreement between the parties with respect to the subject matter contained herein, and supersedes any and all prior oral or written representations or agreements.
- e) **Amendment.** No amendment to this Agreement is binding unless it is in writing and signed by all Parties.
- f) **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- g) **Binding.** This Agreement is binding upon and ensures to the parties hereto and their respective successors and permitted assigns.
- h) **Counterparts.** This Agreement may be executed and delivered in any number of counterparts with the same effect as if all parties had signed the same document. Counterparts may be executed either in original or electronic form provided that any party providing its signature in electronic form shall promptly forward to the other party an original signed copy of this Agreement which was so transmitted electronically.

**IN WITNESS WHEREOF** this Agreement has been executed by the parties hereto as of the Effective Date.

**TORONTO METROPOLITAN UNIVERSITY**

\_\_\_\_\_  
**[LEGAL NAME OF SERVICE PROVIDER]**

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

I have authority to bind the university.

I have the authority to bind the corporation.

# Schedule A

## Services

In consideration for the Fee, Service Provider shall perform the following Services for the University:

## Project Schedule

[Insert description of schedule required for delivery of the Services]