Contract No. _____

SHORT-FORM GENERAL SERVICE AGREEMENT dated for reference _____, 20__.

BETWEEN: _____(the "**Contractor**")
Mailing Address: _____ Fax Number: _____
Email Address: _____ Website:_____

AND: VANCOUVER COMMUNITY COLLEGE (the "**VCC**")
Mailing Address: _____ Fax Number: _____
Email Address: _____

(each, a "party" and collectively the "parties")

THIS AGREEMENT INCLUDES:	• **The terms and conditions set out on pages 1 - 3** • **SCHEDULE A – SERVICES** • **SCHEDULE B – FEES AND EXPENSES**

VCC wishes to retain the Contractor to provide the services specified in Schedule A (the "**Services**"), in consideration for the remuneration set out in Schedule B, on the terms and conditions set out in this Agreement. As a result, VCC and the Contractor agree as follows:

1 SERVICES AND TERM

1.1 The Contractor must provide the Services in accordance with this Agreement. The Contractor must provide the Services during the term described in Schedule A (the "**Term**"), regardless of the date of execution or delivery of this Agreement.

1.2 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement.

1.3 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

1.4 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

1.5 The Contractor must comply with any reasonable instructions (in writing or otherwise) given from time to time by VCC to the Contractor as to the performance of the Services.

1.6 Upon VCC's request, the Contractor must fully inform VCC of all work done by the Contractor in connection with providing the Services.

1.7 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

2 PAYMENT

2.1 If the Contractor complies with this Agreement, then VCC must pay to the Contractor the fees and any expenses and applicable taxes described in Schedule B. VCC is not obliged to pay the Contractor more than the "Maximum Amount" specified in Schedule B.

2.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to VCC a written statement of account as described in Schedule B.

2.3 VCC may withhold from any payment due to the Contractor an amount sufficient to indemnify VCC against any liens or other third party claims that have arisen or could arise in connection with the provision of the Services.

2.4 VCC's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of VCC during which payment becomes due.

2.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

2.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that VCC may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

3 INDEMNITY

3.1 The Contractor must indemnify and save harmless VCC and VCC's employees and agents from any losses, claims, damage awards, actions, causes of action, costs or expenses that VCC or any of VCC's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are directly or indirectly caused or contributed to by any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors in connection with this Agreement.

4 MATERIAL & FURTHER OBLIGATIONS

4.1 In this Agreement, "**Material**" means records (as defined in the *Interpretation Act*) and other material, whether complete or not, that the Contractor produces or receives from the VCC as a result of this Agreement. "**Incorporated Material**" means any material owned solely by the Contractor that is embedded or incorporated into the Material by the Contractor.

4.2 The Contractor must not include in any Material produced by the Contractor, or otherwise provide to the VCC, any material owned by a third-party.

4.3 The VCC exclusively owns all property rights (including all intellectual property rights) in the Material, other than any intellectual property rights in any Incorporated Material. The Contractor must deliver any Material to the VCC immediately upon the VCC's request.

4.4 Upon any Incorporated Material being embedded or incorporated into the Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the VCC:

(a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and

(b) the right to sublicense or assign to third-parties any or all of the rights granted to the VCC under section 4.4(a).

4.5 Upon the VCC's request in relation to any Material produced by the Contractor, the Contractor must deliver to the VCC documents satisfactory to the VCC that irrevocably waive in the VCC's favour any moral rights which the Contractor (or employees of the Contractor) may have in such Material and that confirm the vesting in the VCC of the copyright in any such Material.

4.6 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the VCC's prior written consent except:

(a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws; or

(b) if it is information that is generally known to the public other than as result of a breach of this Agreement.

4.7 The Contractor must not, without the prior written approval of the VCC, refer for promotional purposes to the VCC being a customer of the Contractor, or make any public announcement relating to this Agreement.

4.8 The Contractor must maintain time records and other documentation in support of fees and expenses in relation to this Agreement, in form and content satisfactory to the VCC and for a period of not less than seven years after this Agreement ends.

4.9 Without limiting its obligations or liabilities under this Agreement, and at its own expense, the Contractor is responsible for obtaining and maintaining during the Term any insurance that:

(a) it is required to have by law, and

(b) a prudent person providing services similar to the Services in British Columbia would hold to cover the risks or potential risks that may arise as a result of entering into this Agreement.

4.10 Without limiting the generality of section 1.7, the Contractor must comply with all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

4.11 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

4.12 Within 10 business days of being requested to do so by the VCC, the Contractor must provide the VCC with evidence of the Contractor's compliance with sections 4.10 and 4.11.

4.13 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not an employee, partner or agent of the VCC. The Contractor must not act or purport to act contrary to this section, including by not committing or purporting to commit the VCC to pay any money. The Contractor must not do anything that would result in the Contractor's personnel being considered employees of the VCC.

4.14 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the VCC's written consent. Upon providing written notice to the Contractor, the VCC may assign to any person any of the VCC' rights and obligations under this Agreement.

4.15 The Contractor must not subcontract any of the Contractor's obligations under this Agreement.

4.16 The Contractor must not provide any services to any person in circumstances which, in the VCC's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the VCC under this Agreement.

5 TERMINATION

5.1 The VCC may terminate this Agreement for any reason, by giving at least 10 days' written notice of termination to the Contractor.

5.2 If the Contractor fails to perform any of its obligations under this Agreement, the VCC may terminate this Agreement immediately by giving written notice to the Contractor. Nothing in this section limits the VCC's ability to pursue any other available remedies or actions.

6 GENERAL

6.1 All disputes arising out of or in connection with this Agreement must, if the parties cannot resolve the dispute through collaborative negotiation within 15 business days of the dispute arising, be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre

under its *Domestic Commercial Arbitration Shorter Rules of Procedure* and held in Victoria or Vancouver, British Columbia.

6.2 To be effective, notice given or provided under sections 4.14, 5.1, 5.2 or 6.2 must be in writing and delivered:

(a) by fax to the addressee's fax number specified on the 1st page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a business day, in which cases it will be deemed to be received on the next following business day;

(b) by hand to the addressee's address specified on the 1st page of this Agreement, in which case it will be deemed to be received on the day of delivery; or

(c) by prepaid post to the addressee's address specified on the 1st page of this Agreement, in which case if mailed during a period when normal postal services prevail, it will be deemed to be received on the 5th business day after its mailing.

Either party may from time to time give notice to the other party of a substitute address or fax number for purposes of this section.

6.3 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

6.4 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

6.5 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

6.6 Sections 1.6, 1.7, 2.1 to 2.4, 3.1, 4.2 to 4.6, 4.8, 4.9, 4.12, 4.13, 5.2, 6.1, 6.2, 6.6, any accrued but unpaid payment obligations, and any other sections of this Agreement which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.

6.7 The schedules to this Agreement (including any documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

6.8 Time is of the essence in this Agreement and will remain of the essence after any modification of this Agreement, whether or not expressly restated.

6.9 A provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a Schedule, and a provision in a Schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a Schedule.

6.10 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the VCC or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with or fettering the exercise by the VCC or its agencies of any power or duty.

6.11 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

6.12 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

6.13 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

6.14 In this Agreement:

(a) unless the context otherwise requires, (i) references to sections by number are to sections of this Agreement and (ii) words expressed in the singular include the plural and *vice versa*;

(b) unless otherwise specified, a reference to a statute means the statute of British Columbia by that name, as amended or replaced from time to time;

(c) the headings have been inserted for convenience of reference only; and

(d) "person" includes an individual, partnership, corporation or legal entity of any nature.

EXECUTION AND DELIVERY OF AGREEMENT: This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 6.2 or any other method agreed to by the parties. The parties have executed this Agreement as follows:

SIGNED on _____, 20___ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):	SIGNED on _____, 20___ on behalf of the VCC by its duly authorized representative:
_____ Signature(s)	_____ Signature
_____ Print Name(s)	_____ Print Name
_____ Print Title(s)	_____ Print Title

SCHEDULE A – SERVICES

PART 1. TERM:

1. The term of this Agreement commences on _____ and ends on _____, unless terminated earlier in accordance with this Agreement.

PART 2. SERVICES:

Services/Deliverables/Milestones

1. The Contractor must:

   _____

   _____

Reporting requirements:

2. The Contractor must:

   _____

   _____

PART 3. RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

2. The following are Appendices to this Schedule A:

   Appendix 1 – _____

   Appendix 2 – _____

   Appendix 3 – _____

   Appendix 4 – _____

3. The following documentation is incorporated by reference into this Schedule A:

   _____

   _____

   _____

   _____

PART 4. KEY PERSONNEL:

1. The Contractor must cause the following individuals to perform the Services on the Contractor's behalf, unless VCC otherwise approves in writing:

   (a)

   (b)

SCHEDULE B – FEES AND EXPENSES

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, $_____ is the maximum amount which VCC is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes payable by VCC under law or agreement with the relevant taxation authorities on such fees and expenses).

2. FEES:

Hourly Rate

Fees: at a rate of $_____ per hour for those hours during the Term when the Contractor provides the Services.

Rate per Deliverable/Milestone

Fees: for each deliverable provided and/or milestone completed by the Contractor as described in Schedule A, to the satisfaction of VCC, at the rates set out below:

_____ $_____

_____ $_____

_____ $_____

_____ $_____

Flat Rate

Fees: $_____ for performing the Services during the Term.

3. EXPENSES:

VCC will pay the following expenses, if they are supported, where applicable, by proper receipts and, in the VCC's opinion, are necessarily incurred by the Contractor in providing the services:

a. travel, accommodation and meal expenses for travel on the same basis as the VCC pays its employees when they are on travel status; and

b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses; and

c. _____
_____.

excluding applicable tax paid or payable by the Contractor on expenses to the extent that the Contractor is entitled to claim credits (including any input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

In order to obtain payment of any fees and expenses under this Agreement for _____
_____
(each a "Billing Period"), the Contractor must deliver to VCC on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to VCC containing:

(a) the Contractor's legal name and address;

(b) the date of the statement, and the Billing Period to which the statement pertains;

(c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;

(d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;

(e) the Contractor's calculation of any applicable taxes payable by VCC in relation to the Services for the Billing Period;

(f) a description of this Agreement;

(g) a statement number for identification; and

(h) any other billing information reasonably requested by VCC.

4. STATEMENTS OF ACCOUNT:

In order to obtain payment of any fees and expenses under this Agreement, the Contractor must, upon providing to VCC or completing each deliverable or milestone described in section 3 of this Schedule B, deliver to VCC a written statement of account in a form satisfactory to VCC containing:

(a) the Contractor's legal name and address;

(b) the date of the statement;

(c) the Contractor's calculation of all fees claimed in relation to the applicable deliverable and/or milestone, including a declaration that the Services for which the Contractor claims fees have been completed;

(d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any

credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;

(e) the Contractor's calculation of all applicable taxes payable by VCC in relation to the Services;

(f) a description of this Agreement to which the statement relates;

(g) a statement number for identification; and

(h) any other billing information reasonably requested by VCC.

4. STATEMENTS OF ACCOUNT:

In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to VCC at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, a written statement of account in a form satisfactory to VCC containing:

(a) the Contractor's legal name and address;

(b) the date of the statement;

(c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;

(d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;

(e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;

(f) a description of this Agreement to which the statement relates;

(g) a statement number for identification; and

(h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Within 30 days of the VCC's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the VCC must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the VCC as required to obtain the discount.