

**Independent Contractor Agreement (ICA)**

**ICA#** \_\_\_\_\_

This *Letter of Agreement* is made on \_\_\_\_\_ 20 \_\_\_\_ between Ryerson University (“RYERSON”) and \_\_\_\_\_ (the “Contractor”) and is effective on \_\_\_\_\_ 20 \_\_\_\_.

RYERSON wishes to engage the services of the Contractor and the Contractor agrees to provide services to Ryerson on the terms set out herein. Accordingly, RYERSON and the Contractor agree as follows:

**1 Independent Contractor**

1.1 The Contractor represents and acknowledges that it is not an employee of nor an agent of RYERSON and that it shall be acting as an independent contractor in the fulfillment of its duties under this agreement. The Contractor represents and warrants that it has obtained all licenses and permits necessary to carry on its business. The Contractor represents and warrants that none of the persons providing the services described below will be RYERSON employees.

1.2 The Contractor is solely responsible for all matters relating to compliance with statutory and other legal obligations arising from the responsibilities and services described in this agreement, including matters arising between the Contractor and its employees. Such obligations include, but are not limited to, remuneration; discipline; assessment of and withholding for income tax, employment insurance (EI), Workers' Safety Insurance Board (WSIB), Employee Health Tax (EHT) and Canada Pension Plan (CPP); leave, vacation, overtime and any other payments which may be assessed against the Contractor under any statutory authority for performance of this Agreement. Unless otherwise stipulated, the Contractor shall be responsible for determining how and where the work set forth in this agreement is to be performed.

1.3 By initialing the appropriate section, the Contractor confirms that:

Their WSIB *registrant employer #* is: \_\_\_\_\_.

(OR)

A *WSIB Clearance Certificate* is attached declaring that it is registered with the WSIB, and has an account in good standing. (*Clearance certificate is valid for 60 days from issuance*)

***The above information effectively relieves Ryerson of financial liability and ensures that they will not be held responsible for Contractor related WSIB payments. Compensation for services will not begin until documentation is received by the purchasing agent indicated on this form.***

(OR)

They are not covered by WSIB as a registrant employer and are not automatically covered by its provisions, and have not applied, nor will apply for voluntary coverage as a registrant employer for a period of time effective for the duration of this Letter of Agreement.

1.4 The Contractor shall maintain reasonable general liability and/or professional liability insurance during the performance of this contract, which shall be not less than \$1 Million dollars. Before beginning to provide services under this Agreement, the Contractor agrees to deliver to RYERSON a copy of the policy certificate for general liability and/or professional liability insurance for all officers, agents and employees of the Contractor.

If the Contractor is provided with any equipment by RYERSON, the Contractor shall maintain adequate comprehensive, full replacement cost insurance over same in a form and in amounts satisfactory to Ryerson with RYERSON as the named beneficiary.

1.5 The Contractor acknowledges that RYERSON carries no personal property, medical, dental, accident benefit or disability insurance on its behalf and it is the Contractor's sole responsibility to ensure that it maintains sufficient personal insurance coverage. The Contractor agrees that any failure on its part to maintain adequate personal insurance shall impose no financial obligation on RYERSON and the Contractor agrees to indemnify and save harmless RYERSON from and against any claim relating thereto.

## 2 Services

2.1 The Contractor shall be engaged by RYERSON as a Contractor and shall provide only those services as described in Section 2.2 below and under the terms of this Agreement.

*Contracted Services:* \_\_\_\_\_  
\_\_\_\_\_

The Contractor shall also be entitled to certain pre-approved project specific expenses as detailed below (if any):

*Permitted Expenses:* \_\_\_\_\_

2.2 The Contractor shall keep RYERSON informed about the progress of services provided under this agreement at reasonable intervals or as may be specifically requested by RYERSON. The RYERSON contact for such progress reports shall be \_\_\_\_\_.

2.3 The Contractor agrees and acknowledges that they are to be subject to applicable University policies during the term of this agreement, including policies on conflicts of interest, and intellectual property. If there is a conflict between the Contractor's obligations under Ryerson's policies and any obligations to RYERSON pursuant to this Agreement, the Contractor's obligations under RYERSON policies take priority over any obligations the Contractor may have by reason of this agreement.

## 3 Compensation

The fee for the provision of the services described in Section 2.1 shall be \$ \_\_\_\_\_ plus applicable taxes. This cost is based on an hourly/daily/fixed rate of \$ \_\_\_\_\_ for a period of \_\_\_\_\_ days, plus any pre-approved project specific expenses described in paragraph 2.1 related to the services to be performed.

The fees shall be payable based on the following schedule:

\_\_\_\_\_

The Contractor agrees to complete all the described services for the consideration expressed herein. Invoices will be uniquely numbered and will include the Purchase Order Number, a description of the services provided and a detailed list of approved expenses (if any).

Invoice(s) will be submitted to: *Ryerson University*  
*Accounts Payable, 350 Victoria Street*  
*Toronto, ON M5B 2K3*

*Payment for services will not commence until documentation is received by the purchasing agent indicated on this form – i.e. this executed agreement, any certificates of insurance, WSIB registration number/certificate or other documentation as required in this agreement.*

*RYERSON will not be liable for, and will not pay, any unapproved expenses or increases in fee.*

#### **4 Place of Performance**

The services will be performed at \_\_\_\_\_  
or at various locations as directed by RYERSON.

#### **5 Assignment**

This contract is not assignable by the Contractor but may be assigned by RYERSON in its sole discretion.

#### **6 Confidentiality**

6.1 The Contractor agrees to comply with all reasonable requirements of RYERSON from time to time in order to enable RYERSON to, in turn, comply with all privacy legislation and other governmental regulations applicable thereto from time to time.

6.2 Subject to Section 6.1, the parties may, from time to time, in connection with work contemplated under this Agreement, agree to disclose confidential information to each other ("Confidential Information"). Each party will use reasonable efforts to prevent the disclosure of any of the other party's Confidential Information to third parties.

6.3 Confidential Information subject to paragraph 6.2 does not include information that is

- (i) or later becomes available to the public through no breach of this Agreement by the recipient;
- (ii) obtained by the recipient from a third party who had the legal right to disclose the information to the recipient;
- (iii) already in the possession of the recipient on the date this Agreement becomes effective;
- (iv) independently developed by recipient; or
- (v) required to be disclosed by law, government regulation, or court order. In addition, Confidential Information subject to paragraph 6.2 does not include information generated by the Contractor unless the information is generated as a direct result of the performance of services under this Agreement.

#### **7 Return of Materials**

The Contractor agrees to promptly return, following the termination of this Agreement or upon earlier request by RYERSON, all drawings, tracings, data and written materials in the Contractor's possession and

- (i) supplied by RYERSON in conjunction with the Contractor's consulting services under this Agreement or
- (ii) generated by the Contractor in the performance of consulting services under this Agreement, which shall be the property of RYERSON as set out in Section

8 below. If the Contractor is provided with any equipment by RYERSON, the Contractor shall return the items in the same condition provided, except for reasonable wear and tear, at the completion of services and prior to final payment of fees.

## **8 Intellectual Property**

Except as may be otherwise agreed to in writing by RYERSON and the Contractor, RYERSON will own, and the Contractor grants to RYERSON all rights (including but not limited to copyright and patent and moral rights), title and interest in and to any items **created by the Contractor in performing the services**, whether completed or not, and to their proceeds, such items including but not limited to reports, documents, and computer software. These items will be delivered to RYERSON upon request but in any event, no later than completion of the project.

## **9 Defense and Indemnification**

The Contractor releases RYERSON from any claims, damages, actions, liabilities or costs unless and only to the extent caused by the negligent act or omission of, or breach of agreement by, RYERSON. The Contractor shall indemnify and hold harmless RYERSON and its affiliates from any claims, damages, actions, liabilities or costs incurred by or brought against RYERSON or its affiliates by any third party as a result of the negligent act or omission of, or breach of agreement by, the Contractor or its employees, agents and/or subcontractors, or those for whom it is responsible. Neither party shall be liable to the other for any indirect, consequential, special, punitive or exemplary damages.

## **10 Conflict of Interest Disclosure**

The Contractor must disclose all business relationships that may conflict with RYERSON's interests including, but not limited to, ownership interests, employee relationships, or affiliations direct or indirect pertaining to the services.

## **11 Extensions, Renewals and Termination**

- 11.1 This Agreement shall be extendable or renewable upon terms and conditions as agreed upon by RYERSON and the Contractor. An extended or renewed agreement must be accompanied by a Change Order issued by RYERSON before additional compensation can be paid.
- 11.2 This agreement may be terminated by RYERSON at any time on not less than 10 days' written notice or without cause. In the event of such termination, the Contractor shall be paid a reasonable pro rata portion of the fee otherwise earned to the date of termination. Such amount may also be paid as a payment in lieu without the 10 days' written notice. This agreement may also be terminated by RYERSON for cause on 2 days' notice. Termination of the Agreement shall not affect
- (i) RYERSON's obligation to pay for services previously performed by the Contractor or expenses reasonably incurred by the Contractor for which the Contractor is entitled to reimbursement under paragraph 2 above,
  - (ii) the Contractor's continuing obligations to RYERSON under paragraphs 6.2 above.
- 11.3 Should a conflict of interest, actual or perceived, exist or arise, as determined solely by RYERSON, RYERSON, at its sole discretion, may immediately terminate this Agreement.

## **12 Miscellaneous**

- 12.1 This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, successors, representatives, and permitted assigns of the parties, as the case may be.

- 12.2 The relationship created by this Agreement is one of Independent Contractor and the Contractor shall have no authority to bind or act as agent for RYERSON or its employees for any purpose.
- 12.3 Notice given by one party to the other hereunder shall be in writing and deemed to have been properly given if deposited with the Canada Post, registered or certified mail, addressed as follows:

RYERSON Address: Ryerson University  
 350 Victoria Street  
 Toronto, ON M5B 2K3  
 Attn: \_\_\_\_\_, Purchasing Agent

{Contractor Address} \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- 12.4 This Agreement replaces all previous agreements and the discussions relating to the subject matters hereof and together with the purchase order constitutes the entire agreement between RYERSON and the Contractor with respect to the subject matters of this Agreement. This Agreement may not be modified in any respect by any verbal statement, representation, or agreement made by any employee, officer, or representative of RYERSON, or by any written documents unless it is signed by an officer of RYERSON and by the Contractor.
- 12.5 This contract is governed and interpreted in accordance with the Laws of the Province of Ontario.
- 12.6 If any term or provision of this Agreement is deemed invalid or prohibited under the laws or regulation of any jurisdiction, this Agreement, except for that term or provision shall survive.

**13. Schedules**

By initialing this paragraph, I certify that I have read and accept the Ryerson Privacy Protection Schedule (*http address*) and that this Schedule forms part of the agreement between RYERSON and the above named “Contractor” respecting this Agreement.

Initial \_\_\_\_\_

Complete Contractor Certification Form (<http://www.ryerson.ca/~purchase/Forms2.htm>) and return with this agreement

**IN WITNESS WHERE OF, the parties have executed this Agreement effective the date first stated above.**

**For Ryerson University**

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

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

Signature: \_\_\_\_\_

*By signing above I certify that I have the authority to bind RYERSON to the terms of this agreement.*

***For (Contractor Name)*** \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

*By signing above I certify that I have the authority to bind the CONTRACTOR to the terms of this agreement.*