

Ringette Association of Saskatchewan (RAS) Contractor Agreement

BETWEEN:

Ringette Association of Saskatchewan (RAS)
#300-1734 Elphinstone Street
Regina, SK
S4T 1K1

- And -

INSERT NAME OF CONTRACTOR (Hereinafter "Contractor")
[Insert Address]

WHEREAS the RAS is the Provincial Sport Governing Body (PSGB) managing the sport of ringette in the Province of Saskatchewan;

AND WHEREAS the Contractor is skilled in (contractor's industry);

AND WHEREAS the Parties have agreed to enter into an agreement for services and wish to reflect the terms of their agreement in writing;

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the Parties hereby agree as follows:

Definitions

1. The following words have these meanings in this Agreement:

- a) **"Confidential Information"** means any technical, corporate, economic, marketing or other information, trade secrets, and know-how concerning past and present contemplated services, products, processes, procedures, and modes for (and of) providing, marketing, distributing, and selling goods or services related to RAS business, including, without limitation, information, knowledge or data relating to training programs, service manuals, formulas, designs, prototypes, compilation of information, data, databases, programs, codes, source codes, routines, algorithms, architectures, methods, techniques, processes, products, devices, equipment or machines, inventories, manufacturing, purchasing, engineering, Intellectual Property, Customer and Supplier Information, Financial Information, Marketing Information, Research and Development, drawings and technical advice, or concerning the suppliers and customers of the RAS, their names, addresses, preferences, and business requirements
- b) **"Customer and Supplier Information"** means information pertaining to the RAS's suppliers, participants and its customers, customer base, members and markets, including customers, participants and members' names and addresses with whom the RAS is in contact in its business, customer requirements and the RAS's contracts with its customers, including pricing and supply details
- c) **"Financial Information"** means information pertaining to the RAS's costs, sales, income, accounting, profit, profitability, pricing, salary, and wages
- d) **"Intellectual Property"** means ideas, concepts, works, discoveries, data, and information, whether patentable or not and whether subject to copyright or not, including, but not limited to, anything that constitutes Confidential Information, all products, devices, processes, methods, software, algorithms, formulas, and techniques as well as improvements thereof or "know how" related thereto and suggestions of improvements to existing practices, products or designs or "know how" related thereto and also all intellectual property rights therein including, without limitation, patent, copyright, industrial

design or any other proprietary rights which relate in any manner to any aspect of any activities or prospective activities of the RAS

- e) **"Marketing Information"** means information pertaining to marketing including, but not limited to, the RAS's programs, plans, strategies and proposed future products, services, advertising, and promotions
- f) **"Trade Secrets"** means confidential or proprietary information including, but not limited to, a formula, pattern, compilation, program, method, technique, ideas, designs, drawings, sketches, analyses, experiments, data, dyes, prototypes, process, or information contained or embodied in a product, device or mechanism which:
 - i. Is, or may be used in a trade or business
 - ii. Is not generally known in that trade or business
 - iii. Has economic value from not being generally known, or
 - iv. Is the subject of efforts that are reasonable in the circumstances to maintain its secrecy
- g) **"Research and Development"** means information pertaining to any research, development, investigation, study, invention, analysis, experiment or tests carried on or proposed to be carried out by the RAS

Responsibilities of the Contractor

- 2. The Contractor will:
 - a) *Insert Responsibilities*

Fees and Payments

- 3. The RAS will pay to the Contractor _____ dollars per hour plus GST+PST payable within fourteen (14) days upon receipt of a monthly invoice from the Contractor.
- 4. Consideration payable to the Contractor will be of a confidential nature and will not be discussed with any third parties.

Term

- 5. This Agreement will commence on the ____ day of _____, 20__ and will terminate on the ____ day of _____, 20__, unless earlier terminated pursuant to this Agreement.

Termination of Agreement

- 6. Either Party may terminate this agreement immediately if either Party goes into liquidation, insolvency, or has an administrator or receiver of its undertaking appointed.
- 7. The RAS may terminate this agreement upon fourteen (14) days written notice to the Contractor of its intention to terminate this Agreement, which will terminate accordingly.
- 8. Either Party may terminate this Agreement if there is a breach of the terms of this Agreement. In such case, written notice must be given to specify the breach and the Party receiving the notice will have three (3) days to remedy the matter.
- 9. In the event this Agreement is terminated, the Parties will pay all monies owed in accordance with this agreement to date of termination.

Conditions Following Termination

- 10. Upon termination, the Parties agrees to:
 - a) Immediately cease using the Intellectual Property of the other party
 - b) Not to divulge or use any Confidential Information

- c) Pay all their respective debts owing to creditors relating to this Agreement
- d) Coordinate a smooth transition so the services described herein are not jeopardized

Assignment, Agency and/or Partnership

11. The Parties agree not to commit or purport to commit the other party to the payment of any money to any person, organization or corporation without the prior written consent of the Parties. The Parties will not assign, either directly or indirectly, any obligation or entitlement that it has under this Agreement without express written consent from the Parties. Nothing in this agreement will be construed as making the Parties partners or in a joint venture.

Independent Contractor

12. The Parties agree and acknowledge that the relationship intended by this Agreement is that of independent contractor.

13. The Contractor agrees to save harmless and indemnify the RAS from and against all claims, charges, taxes, penalties and/or demands which may be made by the Canada Customs and Revenue Agency requiring the RAS to pay income tax payable by the Contractor; or on behalf of or related to the Employment Insurance Commission or the Canada Pension Commission under the applicable statutes and regulations with respect to any amount payable by the Contractor.

Confidentiality

Non-Disclosure

14. The Contractor acknowledges that they have been in, and will be entrusted with, possession of Confidential Information, the disclosure of any of which to competitors of the RAS or to the general public would be highly detrimental to the best interests of the RAS. The Contractor covenants and agrees with the RAS that they will not at any time, directly or indirectly, in any manner or for any reason whatsoever, disclose any Confidential Information to any person, firm, association, syndicate, joint venture, partnership, society, or corporation, and will make no use whatsoever of any Confidential Information (other than in the ordinary and usual course of the business of the RAS) without the prior written consent of the RAS.

Return of Information

15. The Contractor covenants and agrees with the RAS that upon the Contractor ceasing to be contracted by the RAS, for whatever reason, or at any other time upon the request of the RAS, the Contractor will immediately return any Confidential Information in their possession, including without limitation, hard and electronic copies and notes based thereon whether prepared by the Contractor or the RAS, to the RAS and will not retain any copies or other reproductions or extracts thereof.

Proprietary Rights and Intellectual Property

Ownership

16. The Contractor hereby acknowledges and agrees that:

- a) All Intellectual Property which the Contractor, from time to time, conceives, discovers, creates or makes, solely or jointly with others, whether or not during the hours of their employment, and whether or not with the use of the RAS's facilities, materials or personnel, during their contract by the RAS is the sole property of the RAS and the Contractor will, at the RAS's request and expense, take all such steps requested by the RAS to protect the property rights in such Intellectual Property
- b) All Intellectual Property which the Contractor makes, discovers, creates or conceives from time to time after termination of this contract which is based on Confidential Information or is suggested by any work which the Contractor does or did for or on behalf of the RAS is the sole property of the RAS and the Contractor shall, at the RAS's request and expense, take all such steps requested by the RAS to

protect the property rights in such Intellectual Property

Conflict of Interest

17. The Contractor agrees not to undertake, involve or associate themselves with any activity or third party that would be considered by the RAS, in its sole discretion, as representing a conflict of interest.
18. This Agreement is conditional upon the Contractor disclosing, prior to executing this Agreement, any potential conflict of interest, whether directly or indirectly, in which the Contractor is involved.

Liability and Indemnity

19. The Contractor will indemnify and hold harmless the RAS and its respective directors, officers, consultants, agents and Contractors ("RAS Indemnified Parties") from and against any and all loss of, or damage to, property, or injuries to, or death of, any person or persons and will defend, indemnify and hold harmless RAS Indemnified Parties from any and all claims, damages, suits, costs, expenses, liabilities, fines, obligations, penalties, demands, actions or proceedings of any nature or kind whatsoever (including, without limitation, legal fees, and disbursements) of or by anyone that directly or indirectly results from, or arises out of:
 - a) Any negligent act or omission or wilful misconduct of the Contractor or their respective directors, officers, servants, subcontractors, Contractors or any other persons for whom in law the Contractor is responsible for and who are acting under the Contractor's direction or supervision
 - b) Any breach of any term, obligation, requirement, covenant or condition of this Agreement on the part of the Contractor

Notices

20. Notices and correspondence required to be sent to any Party in connection with this Agreement will be in writing and will be sent by post to the addresses listed above. Any change in address will be notified to the other Party immediately. Notice will be deemed to have been given after the seventh day of the date of post for mail and the day of delivery for facsimile.

Dispute Resolution

21. The Parties agree to submit any dispute they may have regarding this Agreement or its termination to mediation, the costs of which will be shared equally between the Parties. If a mediated resolution of the dispute cannot be achieved within thirty (30) days of initiating mediation, the Parties agree to submit the dispute to binding arbitration before a mutually acceptable, independent arbitrator. The costs of the arbitration will be shared equally between the two Parties.

Governing Law

22. This Agreement will be governed by and construed in accordance with the laws of the Province of Saskatchewan.

General

23. No failure or delay by the Parties in enforcing any right or remedy in this Agreement will be construed as a waiver of any future exercise of such right or remedy.
24. The Parties have sought or obtained, or have had the opportunity to seek and obtain, independent legal advice concerning the matters in this Agreement, and execute this Agreement knowingly and voluntarily.
25. This Agreement constitutes the sole and entire agreement between the parties, and supersedes any previous agreements, understandings and arrangements between the parties. Any amendments hereto are enforceable only if in writing and signed by each of the parties.

- 26. If any portion of this Agreement is deemed by any court of competent jurisdiction to be illegal or unenforceable, then the remaining provisions of this Agreement will remain in full force and effect notwithstanding.
- 27. This Agreement has been executed by an authorized signatory of each party who is duly entitled to represent and bind the party.
- 28. The termination of this Agreement, for whatever reason, will not terminate any provision which is expressly provided to continue in force after such termination.

THE PARTIES HEREBY AGREE to abide by the terms and conditions outlined in this Agreement.

The parties have signed this Agreement the _____ day of _____, 20__.

RAS

Contractor

Per:

Per: