

Sample: Consultant Contract

This AGREEMENT dated _____ between

_____ (BIA) and

_____ (CONTRACTOR)

WHEREAS _____ BIA wishes to undertake the research and development of a Community Development Corporation, and _____ BIA and CONTRACTOR intend that CONTRACTOR shall undertake specific pieces of work as defined by this agreement.

NOW THEREFORE in consideration of the mutual covenants herein contained and other good and valuable consideration the adequacy of which is hereby confirmed, the parties agree as follows:

1.0 Term

This Agreement will commence on the date set out above and will continue until _____ 2008, unless terminated early in accordance with the provisions of this Agreement.

2.0 Services

CONTRACTOR will perform the following duties:

2.1 Develop a comprehensive handbook for BIA Boards of Management and BIA Co-ordinators to be used as a reference tool in the daily operations of a BIA. The handbook is to include the following:

- Introduction and training guide for Co-ordinators/Managers
- Samples of generic job calls for BIA Co-ordinators
- A checklist of possible questions for coordinator job interviews
- A quick reference guide for conduct at BIA Board of Management and Annual General Meetings
- An outline of meeting protocols and roles of BIA Board members at meetings;
- Samples of agendas, generic minutes, a conflict of interest acknowledgement form and a standard set of by-laws or constitution
- Other materials as deemed necessary.

2.2 Hold an evening session for Board members and BIA Co-ordinators to present the contents of the handbook and to outline the procedures necessary to prepare for and hold an effective Board or Annual General Meeting.

2.3 Design and prepare document for printing in digital format.

2.4 Produce a final report and present to the _____ BIA Board of Management and its Steering Committee.

3.0 Fees

CONTRACTOR agrees to undertake the work for a set fee of \$XXXX plus GST and expenses. Expenses will include mileage and materials and will have prior approval by _____ BIA, and will not exceed \$XXX.

4.0 Collaboration

CONTRACTOR agrees to collaborate with _____BIA on decisions related to content and process associated with the work they undertake. Further, CONTRACTOR agrees that _____BIA will act as the final decision making body for all decisions related to the undertaking of this contract.

5.0 Indemnity

CONTRACTOR agrees to indemnify _____BIA, its officers, directors, agents and employees against any claims for loss, expenses, liability, damage, and costs, arising out of or in connection with this Agreement, the delivery or non-delivery of services contemplated or any other breach of this Agreement and any other matter relating to the activities of CONTRACTOR hereunder. CONTRACTOR agrees to indemnify and save harmless TABIA against any liability, charges, legal costs, fines or expenses incurred by _____BIA as a result of an alleged or actual contravention of any laws and regulations by CONTRACTOR or its employees, agents or representatives. These indemnities shall survive the termination of this Agreement.

6.0 Confidentiality

CONTRACTOR acknowledges that it has a duty to _____BIA and its customers to protect their confidentiality and business interests. In furtherance of this, CONTRACTOR agrees that all materials developed as a result of this project are the sole property of _____BIA and shall remain confidential until such time as _____BIA releases them. Further, the CONTRACTOR agrees that it will not reproduce or distribute the materials developed under the terms of this agreement without the express permission of _____BIA.

TABIA and CONTRACTOR represent, acknowledge and agree that each shall use its best efforts to protect all confidential information of the other, which may become known as a result of this Agreement or as a result of other dealings between _____BIA, and CONTRACTOR. Such information shall be considered confidential and CONTRACTOR acknowledges that disclosure of same could be harmful to the interests of _____BIA and its customers. The provisions of this paragraph shall survive the termination of this Agreement.

7.0 Miscellaneous

This Agreement, and any disputes arising therefrom, shall be governed by and interpreted in accordance with the laws of the province of Ontario and the laws of Canada.

_____BIA shall not be taken to have waived, modified or given up any of its rights under this Agreement even if it does not enforce all of its rights strictly on all occasions. Time is of the essence hereunder.

This Agreement may only be amended by further written agreement executed by both parties. Headings are for the purpose of assistance only and have no legal bearing on the document. If any portion of this Agreement is found to be unenforceable at law, it shall be deemed to be deleted from the Agreement and the balance of the document shall be still effective and binding on the parties. Notice may be given to either party in writing, by fax, regular mail or delivery and shall be deemed received on the date of actual

delivery, or on the first business day after faxing if faxed after 4:00 p.m. on a business day or on a day other than a business day and five days after mailing. Notice shall be sent to the address for notice set out in Schedule A.

8.0 Notice

CONTRACTOR agrees to give _____ BIA, where possible, appropriate written notice of changes to the deliverables associated with the contract, individuals undertaking the work associated with the contract and any events or circumstances that are likely to impact the ability of the CONTRACTOR to meet the obligations outlined herein.

9.0 Termination

Contravention of any of the terms and conditions of this agreement may be cited as legitimate grounds for termination. In such an event, written notice of two weeks will suffice.

THE PARTIES HERETO have executed this Agreement the day and year indicated above.

TABIA REPRESENTATIVE CONTRACTOR

Signature _____ Signature _____

Date _____ Date _____

10.0 Address for Service