

INSTRUCTIONS FOR PROCESSING PROFORMA INDEPENDENT CONTRACTOR AGREEMENTS (ICA's):

- 1) Complete a Contract Authorization Request (CAR) form (*a Requisition to Purchase is not required*). The Contract Administrator should be the person responsible for the day-to-day administration of the contract. This person will be Purchasing's contact for any changes or questions regarding the contract. The person who monitors the work of the Contractor should be indicated on Schedule A as the University Liaison. All areas must be completed in full with sufficient information for the administrative offices to be able to determine that the contract is the correct method of payment. If the contractor is an employee of the university, their employee number must be indicated on the CAR form. Please note that all contracts with 'Individuals' must and will be forwarded to Human Resources for review prior to processing.
- 2) Fill in the Contractor's name or Company name on the Independent Contractor Agreement (ICA). Each contract must include 'Schedule A' (Services) and 'Schedule B' (Payments). 'Schedule C' (Expenses) should be filled out only if required.
- 3) Schedule A should have as much detail as possible. A **clear and thorough** description of the services to be performed is required. Details on the timeframes, reporting mechanisms, etc. should be included.
- 4) Schedule B should reflect the timeframes indicated on Schedule A for payment. For example, interviewers will be required to submit invoices only upon completion of a specific number of interviews. Or work can be broken down into 'phases' with payment being issued upon completion of each phase. The payments should be negotiated as far apart as possible with payments not being more often than monthly (note Supplier Payment Services terms are Net 30 days). **Invoices are to be authorized by the department liaison or contract administrator on a Standing/Part Order Receipt form and remitted to Supplier Services. If the work is complete, the 'Receipt Notification' copy of the Purchase Order can be signed and returned with the Invoice. Contracts with a duration of two months (60 days) or less must be processed as a lump sum payment at the end of the Contract term and receipt of Invoice.**
- 5) Schedule C (if applicable) must have a maximum dollar amount and will be incorporated into the commitment on the Purchase Order. Original receipts must accompany the Invoice along with the Standing/Part Order Receipt form, quoting the Purchase Order number.
- 6) Once your first draft is complete and prior to signing, the CAR form, Contract and applicable Schedules may be forwarded to Bonnie Pilgrim, email: pilgrimb@cc.umanitoba.ca; or Barry Tobin, email: Barry_Tobin@umanitoba.ca, Purchasing Services, or by fax: 474-7509, for review.
- 7) Purchasing Services will review the CAR form and ICA and notify the Contract Administrator by phone or email regarding any required changes or to advise that the Contract has been approved for signing. **Please see the 'new' [Signing of Agreements - New Policy and Procedures](#) and [List of Signing Authorities](#).**
- 8) Once any requested revisions are complete, the Department/Faculty will make arrangements to have the Contractor and Authorizing Signatory for the Department/Faculty sign two (2) copies of the Contract.
- 9) Forward the CAR form and both signed copies of the Independent Contractor Agreement and applicable Schedules to Purchasing Services.
- 10) Upon receipt by Purchasing, a contract number (purchase order number) will be assigned to the contracts and one fully executed original contract and a 'Receipt Notification' copy of the Purchase Order will be returned to you. The second original copy of the contract documents will be retained by Purchasing Services. Please forward the signed agreement (the Contract/Purchase Order number will be indicated in the top right hand corner of the contract) to the contractor and keep the Receipt Notification copy of the Purchase Order and copy of the Agreement and applicable Schedules for your records. Note: the Purchase Order is for internal use only and should not be forwarded to the Contractor.

***NOTE - For Independent Contractor Agreements exceeding \$10,000.00**

*Competitive quotes. Request for Proposals (RFP's) are required for Independent Contractor Agreements exceeding \$10,000.00. The higher the estimated value and/or complexity of the contract agreement the more involved the quotation/RFP process becomes.

Questions regarding Independent Contractors or the processing of Independent Contractor Agreements should be directed to either:

Bonnie Pilgrim - Purchasing Services. Phone: 474-6113, Fax: 474-7509, email: pilgrimb@cc.umanitoba.ca

or

Barry Tobin - Purchasing Services. Phone: 474-8720, Fax: 474-7509, email: Barry_Tobin@umanitoba.ca

COMPLETE IN DETAIL

THIS IS A 2 PAGE DOCUMENT, PLEASE ENSURE THAT PURCHASING RECEIVES BOTH PAGES.

CONTRACT AUTHORIZATION REQUEST (CAR) FORM for Independent Contractors

CAR FORM # I

Contract Administrator Name: _____	Department _____	Date received by Purchasing _____
Contract Administrator's Address _____	Phone # _____	<input type="checkbox"/> Proforma ICA <input type="checkbox"/> Negotiated Agreement

*** If the business is not incorporated the contractor must be represented as an individual "operating as" eg. John Brown O/A ABC Company (even if the business name is registered)*

CONTRACTOR'S NAME & ADDRESS

_____ Ph. # _____

_____ Fax # _____

_____ GST # _____

_____ U of M Employee # _____

This MUST be completed if a U of M Employee

(attach to CAR form)

Certificate of Status (for businesses)

REQUIRED ATTACHMENTS FOR BUSINESSES

REQUIRED documents for ALL BUSINESSES. DEPT. MUST OBTAIN FROM CONTRACTOR & FORWARD TO PURCHASING w/COMPLETED CAR/ICA.

IN THE EVENT THAT A DEPARTMENT IS CONTRACTING WITH A U OF M EMPLOYEE or INDIVIDUAL, HUMAN RESOURCES WILL BE REQUIRED TO REVIEW & AUTHORIZE PRIOR TO GIVING AUTHORIZATION TO PROCEED.

ORGANIZATIONAL UNIT'S RECOMMENDATIONS: (Must be completed in detail)

1.) Summary of work to be performed: _____

AS INDICATED, THIS SECTION SHOULD BE COMPLETED IN DETAIL.

2.) Why does the University need to have this work performed? _____

3.) Why is the University not hiring an employee to perform this work? _____

4.) Does the University have in-house expertise? If so why are you proposing the University contract the work out? _____

IF YOU ARE UNSURE AS TO WHETHER THE U OF M DOES INDEED HAVE IN-HOUSE EXPERTISE PLEASE CONTACT PURCHASING.

5.) Why are you suggesting this particular Independent Contractor over other suppliers? _____

ONLY CONTRACTS OVER 60 DAYS MAY BE SET UP FOR PROGRESSIVE PAYMENTS.

ORGANIZATIONAL UNIT'S APPROVALS:

I certify that sufficient monies have been allocated from my unit budget/grant to honour the University of Manitoba's financial obligations under this agreement.

\$ _____ Sched.B excluding GST _____

Account Number _____

Signature of Signing Authority on account (required)

\$ _____ Sched.C (if required)

Account Number _____

Signature of Signing Authority on account (required)

LUMP SUM PAYMENT PROGRESSIVE PAYMENTS (for contracts over 60 days only)

Effective date of contract _____ End date of contract _____

I agree with the Organizational Unit's recommendations (as listed above) and acknowledge the financial obligations of the faculty/school/administrative unit.

Signature of Department Head (optional) _____

Signature of Dean/Director (required) _____

WE REQUIRE SPECIFIC CONTRACT "START" AND "END" DATES (IE. APRIL 1, 2007 – NOT APRIL 2007).

THESE ARE "REQUIRED" SIGNATURES

*Any consultations or recommendations the Organizational Unit has had may be presented below. (optional)

Department Consultations:

Was anyone else within the University consulted re the contents of this agreement and what were their comments?

DEPARTMENT MUST COMPLETE THIS SECTION IF THE CONTRACT WAS TENDERED OR WAS OVER \$5,000.00 AND NOT TENDERED AND A LETTER OF JUSTIFICATION HAD BEEN FORWARDED TO PURCHASING FOR PRE-APPROVAL.

****AREAS BELOW FOR ADMINISTRATION USE ONLY****

LEGAL COUNSEL

Proforma – Approved Changes

Negotiated/Drafted Agreement

Additional Comments: _____

DEPARTMENT MUST OBTAIN LEGAL COUNSEL APPROVAL IF A VENDOR REQUESTS CHANGES TO THE CONTRACT OR WHERE EXCEPTIONS ARE INDICATED IN SCHEDULE “A”, A.4.

Legal Counsel Signature _____

Date _____

ADDITIONAL APPOINTMENTS FOR FULL-TIME ACADEMIC & SUPPORT STAFF

Certified as to compliance

Not Applicable

Authorized Signature _____

FORMERLY POLICY 609 – PLEASE SEE CLICK ON ATTACHED LINK: http://umanitoba.ca/admin/governance/governing_documents/staff/309.htm

BUDGET & GRANTS - Authorization of expenditure (where insufficient funds are indicated by Walker system)

Authorized Signature: _____

HUMAN RESOURCES

Employment

Independent Contractor

Reasons: _____

Authorized Signature: _____

HUMAN RESOURCES APPROVAL WILL BE REQUIRED WHEN THERE IS A QUESTION WHETHER THE WORK TO BE PERFORMED IS CONSIDERED “EMPLOYMENT” OR “INDEPENDENT CONTRACTOR”. PURCHASING WILL FORWARD TO HUMAN RESOURCES FOR APPROVAL.

PURCHASING SERVICES:

Quotes/Tenders required

Yes

No

Date Quotes/Tenders requested _____

Recommendations/Comments: _____

Authorized Signature _____

PURCHASING SIGNATURE IS REQUIRED PRIOR TO FORWARDING TO THE V.P.’S OFFICE FOR SIGNING.

CAR Form No. I _____

ICA Contract No. P _____

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made as of the most recent date set out on page 5 hereof.

BETWEEN:

THE UNIVERSITY OF MANITOBA,
(hereinafter referred to as the "University"),

- and -

Operating Name _____

(hereinafter referred to as the "Contractor").

WHEREAS the University requires certain services;

AND WHEREAS the Contractor has represented that the Contractor is skilled in providing these services;

NOW THEREFORE in consideration of the mutual terms and covenants herein provided the parties hereto agree as follows:

ARTICLE 1 -- SERVICES

- 1.1 The Contractor shall provide the services as set out in Schedule "A" attached hereto (Schedule "A") on the terms and conditions set out in this Agreement (the "Services").
- 1.2 The Contractor shall comply with all reasonable directions and requests of The University. Liaison with the University respecting the Services shall be with the person identified in Schedule "A" (the "University Liaison").
- 1.3 All reports and other documents to be prepared by the Contractor pursuant to Schedule "A", shall be submitted to the University in writing, unless otherwise specified in Schedule "A", and in form and content satisfactory to the University.
- 1.4 The Contractor shall be required to provide space, facilities, equipment and/or materials at the Contractor's sole expense. Any exceptions must be noted by the University on Schedule "A".

ARTICLE 2 -- PAYMENT

- 2.1 The University shall pay the Contractor for Services provided to the reasonable satisfaction of the University, according to the terms and conditions set out in Schedule "B" attached hereto (Schedule "B").
- 2.2 The Contractor shall complete and initial the appropriate declarations set out in Schedule "B".
- 2.3 The Contractor shall provide satisfactory invoices and supporting documentation to the University as set out in Schedule "B".
- 2.4 The Contractor is solely responsible for making any arrangements and for paying any and all expenses incurred in connection with providing the Services (including telephone, office supplies, document copying, facsimile transmission and postage). Any exceptions must be noted by the University on Schedule "C".

ARTICLE 3 -- TERM AND TERMINATION AND AMENDMENT

- 3.1 Subject to 3.2, the term of this Agreement shall be as set out in Schedule "A".
- 3.2 This Agreement may be terminated as follows:
- a) By the University where:
 - (i) in the reasonable opinion of the University, the Services provided by the Contractor are unsatisfactory, inadequate, or are improperly provided;
 - (ii) in the reasonable opinion of the University, the Contractor has failed to comply with any substantive term or condition of this Agreement;
 - (iii) the Contractor is dissolved or becomes bankrupt or insolvent;
 - (iv) the Services are provided in connection with a project for which the University has been awarded funding from an external source or for which the University receives payment for the provision of services to a third party, and that project or contract has been terminated or funding or payment reduced.
 - b) By mutual agreement of the parties, expressed in writing.
- 3.3 Upon termination of this Agreement, the Contractor shall cease to provide any further Services. The University shall be under no obligation to the Contractor other than to pay, upon receipt of an invoice and satisfactory supporting documentation, such compensation as, in the reasonable opinion of the University, the Contractor may be entitled to receive under this Agreement for work completed to the satisfaction of the University up to the date of termination.
- 3.4 Any amendment in this Agreement after the execution of this Agreement shall be in writing in the form attached hereto as Schedule D.

ARTICLE 4 -- CONFIDENTIALITY

- 4.1 The Contractor agrees that any information, data, research, documents, photographs, negatives, computer programs (and related object and source codes) and any other materials or products disclosed to the Contractor by the University or otherwise produced or developed by the Contractor in providing the Services (the "Materials") will **not** be:
- (a) published or disclosed to any third party except to:
 - (i) those of the Contractor's officers and employees who are directly concerned with the use, development or application of the Materials in the provision of the Services subject to section 4.3; and
 - (ii) third parties to the extent necessary to provide the Services; nor
 - (b) used, sold or otherwise disposed of for value by the Contractor other than in the provision of the Services under this Agreement.
- 4.2 The Contractor shall:
- (a) comply with any rules or directions made or given by the University with respect to safeguarding or ensuring the confidentiality of the Materials;
 - (b) advise the Contractor's officers and employees to whom the Contractor may disclose the Materials of the confidentiality and ownership provisions of this Agreement; and
 - (c) do that which is necessary and reasonable to prevent unauthorized disclosures, use, or sale (or other disposition for value) of the Materials.
- 4.3 Any additional obligations respecting confidentiality and any obligations respecting non-competition must be noted by the University on Schedule "A".

ARTICLE 5 – OWNERSHIP, COPYRIGHT, AND FITNESS FOR USE OF MATERIALS

- 5.1 Any Materials provided by the University to the Contractor for use in the provision of the Services shall remain the property of the University and shall be returned without cost to the University upon request.

- 5.2 Any Materials produced or developed by the Contractor and any of the Contractor's officers, employees, or agents in the provision of the Services, and all copyright and other intellectual property rights, therein shall be hereby exclusively assigned to the University by the Contractor and shall be delivered without cost to the University at the times set out in this Agreement or upon request. The Contractor further:
- (a) waives any moral rights the Contractor may have in connection with such Materials, and expressly disclaims any royalty rights in connection with the use, distribution or sale by the University of such Materials; and
 - (b) warrants the fitness for use of such Materials as contemplated under this Agreement.
- 5.3 If the Materials produced or developed by the Contractor and any of the Contractor's officers, employees, or agents in the provision of the Services include:
- (a) the development of computer programs, the Contractor must deliver to the University the related object and source codes at the time(s) set out in Schedule "A" or immediately upon termination of this Agreement, whichever is earlier;
 - (b) copies of work(s) to which a third party holds copyright, the Contractor must identify and provide appropriate credit to the author(s) and obtain copyright permission for inclusion of the work(s) in such Materials.
- 5.4 Any exceptions to section 5.2 or 5.3 must be noted by the University in Schedule "A".

ARTICLE 6 -- NOTICES

- 6.1 Any notice or other communication required to be given under this Agreement shall be given in writing and delivered by hand, courier (prepaid), registered mail (prepaid), or by facsimile transmission, to the addresses set out in Schedule "B" (or such other address as one party may subsequently notify the other in writing).
- 6.2 The failure of either party to give notice to the other of the breach or non-fulfilment of any provision of this Agreement shall not constitute acceptance of the said breach or non-fulfilment or any future breach or non-fulfilment.

ARTICLE 7 -- MISCELLANEOUS

- 7.1 It is understood that this Agreement does not constitute an employment agreement and that the status of the Contractor and the Contractor's officers, employees and agents is that of an independent contractor and not that of an employee or agent of the University. The Contractor shall not commit the University to any expenditures or obligations to third parties.
- 7.2 The Contractor:
- (a) acknowledges that the Contractor is solely responsible for ensuring that the Contractor has appropriate disability, malpractice and comprehensive general liability insurance coverage; and
 - (b) releases the University from any obligation of responsibility to provide such coverage.
- Additional requirements respecting insurance coverage must be set out in Schedule "A".
- 7.3 The contractor indemnifies and saves harmless the University, the University's officers, employees and agents against any and all liability, loss, damage, cost or expense which the University may hereafter sustain, incur, suffer or be required to pay by reason of:
- (a) the wilful or negligent act or omission of the Contractor; or
 - (b) any assessment, re-assessment or any other act of an official of the federal, provincial and/or territorial governments relating to the Contractor; and
 - (c) the Contractor's failure to secure the appropriate or any insurance coverage as specified under this Agreement.
- 7.4 The Contractor represents that:
- (a) the Contractor has the necessary authority and capacity to enter into this Agreement;
 - (b) the Contractor has no conflict of interest in providing the Services, and that the University will not be thereby compromised nor suffer loss
 - (c) it is the Contractor's own responsibility to declare to Revenue Canada payments received from the University under this Agreement based on the Contractor's invoices and the University's general cheques;

- (d) in the event that the Contractor, or any of the Contractor's principals and employees providing the Services, is otherwise an employee of the University:
 - (i) the obligations hereunder shall not be undertaken on the University's time or using the University's resources or facilities
 - (ii) the Contractor, and any of the Contractor's principals and employees providing the Services, subject to the University's Policy 609 "Additional Payments to Employees"; and it is the Contractor's own responsibility to obtain independent legal and tax advice confirming the Contractor's status as being an independent contractor at law and not an employee of the University.
- (e) it is the Contractor's own responsibility to obtain independent legal and tax advice confirming the Contractor's status as being an independent contractor at law and not an employee of the University.

- 7.5 This Agreement shall be construed in accordance with the laws of Manitoba as applied to transactions taking place entirely within Manitoba between Manitoba residents. Any action taken relating to this Agreement shall be commenced in the Court of Queen's Bench (Winnipeg Centre) of Manitoba.
- 7.6 This Agreement or any of the rights or obligations thereunder shall not be assigned in whole or in part by the Contractor without the prior written consent of the University.
- 7.7 This Agreement shall be binding upon the executors, administrators, heirs, successors and any permitted assignees of the Contractor.
- 7.8 Articles 4 and 5 and Sections 7.3 and 7.5 survive termination or expiration of this Agreement.
- 7.9 Schedules "A" and "B" (and Schedule "C", if applicable) form part of this Agreement. To the extent that there is a conflict between the contents of these Articles and the contents of Schedules "A" or "B" (or Schedule "C", if applicable) the contents of these Articles shall govern; provided that where the Agreement allows for exceptions to the Articles to be set out in Schedule A (and Schedule "C", if applicable); such exceptions shall not be deemed to create a conflict. Nothing prevents additional obligations, terms or conditions respecting the Contractor's provision of the Services being incorporated in the attached Schedules. To the extent there is a conflict between the terms and conditions of these Articles and the Appendices, the contents of these Articles shall govern.
- 7.10 This Agreement and the attached Schedules and Appendices contain the entire agreement between the parties. There are no undertakings, representations, or promises, express or implied, other than those contained in this Agreement.
- 7.11 If any of the provisions of this Agreement be found by a court of competent jurisdiction to be null or void, the remainder of this Agreement shall continue in full force and effect provided that the substantive intent of this Agreement is not thereby compromised.
- 7.12 This Agreement may be executed in one or more counterparts, each of which when so executed and all of which together shall constitute one and the same Agreement. Delivery of executed counterparts may be delivered by facsimile transmission.
- 7.13 Any conditions precedent to this Agreement must be noted by the University in Schedule "A".
- 7.14
- (a) The Contractor agrees that the Materials described in Article 4.1, include records and information (created and stored both digitally and non-digitally) that are in the care and custody of the University.
 - (b) The Contractor agrees that records and information that are in the care and custody of the University are subject to *The Freedom of Information and Protection of Privacy Act (Manitoba)*.
 - (c) Therefore, the Contractor agrees to comply with the following rules and directions which are additional to those stated in "Article 4, Confidentiality".
 - (i) The Contractor's access to records and information shall be limited to the minimum amount necessary to accomplish the purpose for which access is given.
 - (ii) The Contractor's use of records and information shall be limited to those uses which are necessary for the Contractor to perform the Services.

- (iii) Disclosure of the records and information shall be limited to those employees and agents of the Contractor who need to know to perform the Services.
- (iv) The Contractor shall make reasonable arrangements for the security of the records and information. The Contractor shall provide reasonable protection against such risks as unauthorized access, use, disclosure, or destruction. This protection shall apply to records and information that are created and stored both digitally and non-digitally.
- (v) Upon completion of the contract the Contractor shall confidentially destroy, or return the records and information to the University, at the University’s option.

IN WITNESS WHEREOF this Independent Contractor Agreement has been duly executed by the parties.

THE UNIVERSITY OF MANITOBA

Per: _____
 Name:
 Title:

Date: _____

CONTRACTOR

Contractor’s full name

Per: _____
 Name:
 Title:

Date: _____

ONCE THE ICA IS SIGNED BY THE CONTRACTOR AND AUTHORIZED SIGNING AUTHORITY FOR THE DEPARTMENT/FACULTY (PLEASE SEE “LIST OF APPROVED SIGNING AUTHORITIES”), IN DUPLICATE, INCLUDING ALL APPLICABLE SCHEDULES, PURCHASING SERVICES WILL ISSUE A PURCHASE ORDER.

****REMINDER TO CONTRACTOR – PLEASE COMPLETE AND INITIAL THE APPROPRIATE DECLARATIONS SET OUT IN SCHEDULE B.****

COMPLETE IN DETAIL

SCHEDULE "A"

AS ON CAR FORM

SERVICES

- A.1 The University Liaison shall be **AS ON CAR FORM** or such other person as the University may identify from time to time.
- A.2 The term of this Agreement shall be from **START DATE** to **END DATE** and is subject to earlier termination as set out in Article 3.
- A.3 The Contractor shall perform the following services by the date(s) set out below:

MONTH/DAY/YEAR

or

The Contractor shall perform the following services in accordance with the attached outline/proposal which is attached hereto as Appendix "1" to Schedule "A".

SELECT A.3 – 1 OR 2, CROSS OFF THE ONE NOT SELECTED AND PROVIDE A DETAILED DESCRIPTION OF THE SERVICES TO BE PROVIDED.

PLEASE NOTE THAT ALL EXCEPTIONS TO THE CONTRACT WILL REQUIRE APPROVAL FROM THE UNIVERSITY OF MANITOBA LEGAL COUNSEL, INCLUDING ANY REQUESTED CHANGES TO THE TERMS/CONDITIONS IN THE INDEPENDENT CONTRACTOR AGREEMENT.

- A.4 Exceptions to sections 1.4, 5.2, 5.3 and 5.4 are as set out below and are subject to the approval of Legal Counsel to the University:
- A.5 Additional obligations regarding confidentiality, non-competition and insurance:
- A.6 Conditions precedent to this Agreement:

SCHEDULE "B"

PAYMENTS

REQUIRED IF CONTRACT TERM IS LESS THAN 60 DAYS

B.1 Upon receipt of an invoice, the University will pay the Contractor a lump sum payment of \$ _____ (Cdn.) exclusive of applicable GST and PST, for Services provided to the reasonable satisfaction of the University.

or

Upon receipt of invoices, the University will pay the Contractor a maximum of \$ _____ (Cdn.) exclusive of applicable GST and PST, for Services provided to the reasonable satisfaction of the University, payable as follows:

C SELECT B.1 – 1 OR 2. CROSS OFF THE ONE NOT SELECTED. PROVIDE A DETAILED PAYMENT SCHEDULE IF LUMP SUM OPTION IS NOT SELECTED. NOTE: PAYMENTS "CANNOT" BE BI-WEEKLY SUPPLIER PAYMENT SERVICES TERMS ARE NET 30. INVOICES ARE TO BE AUTHORIZED BY DEPARTMENT LIAISON OR CONTRACT ADMINISTRATOR ON A STANDING/PART ORDER RECEIPT & REMITTED TO SUPPLIER SERVICES. IF WORK IS COMPLETE THE RECEIPT NOTIFICATION COPY OF THE PURCHASE ORDER AN BE SIGNED AND RETURNED WITH THE INVOICE.

IF NOT PAYABLE IN CANADIAN FUNDS, PLEASE CROSS OFF AND INDICATE CURRENCY. CONTRACTS CANNOT BE SET UP IN MULTIPLE CURRENCIES.

B.2 THIS SECTION IS TO BE COMPLETED BY THE CONTRACTOR

The Contractor shall INITIAL the statements that accurately describe the Contractor's status respecting the Government of Canada Goods and Services Tax and the Manitoba Provincial Sales Tax.

NOTE: In most cases, services in Canada are GST applicable. Please contact Canada Customs and Revenue Agency for further information.

(a) G.S.T. will be invoiced on the Services described in Schedule "A":

____ YES GST registration # _____
(initial)

____ NO Please specify reason: Contractor is a small supplier
(initial) Contractor is a non-resident supplying Services outside Canada
 Services are zero-rated
 Services are GST exempt
 Other:

NOTE: Should the Contractor become required to collect GST within the term of this Agreement, the Contractor must immediately notify the University and provide the University with the Contractor's GST registration number. The maximum dollar value of the contract currently excludes GST and the University reserves the right to terminate the Agreement if the Contractor becomes required to collect GST within the term of the Agreement.

(b) The Services described in Schedule "B" are taxable and P.S.T. will be invoiced:

____ YES
(initial)

____ NO
(initial)

NOTE: If the Contractor is obligated to but fails to invoice for GST or PST on any invoice submitted for payment by the University, the Contractor shall not subsequently charge GST or PST on the Services included in such invoice. The invoiced amount shall be deemed to include any GST or PST which ought to have been invoiced by the Contractor.

ALL CONTRACTORS, REGARDLESS OF WHETHER THEY ARE A BUSINESS OR AN INDIVIDUAL, ARE REQUIRED TO COMPLETE SECTION B.2. ALL THREE AREAS.

THE CONTRACTOR SHALL INITIAL THE STATEMENT BELOW which accurately describes whether the Contractor or the Contractor’s principals are otherwise employees of the University of Manitoba:

ALL CONTRACTORS, REGARDLESS OF WHETHER THEY ARE A BUSINESS OR AN INDIVIDUAL, ARE REQUIRED TO COMPLETE SECTION B.2. ALL THREE AREAS.

_____ The Contractor is not an employee of the University, and the principals and employees of the Contractor providing the Services are not employees of the University
(initial)

or

_____ The Contractor, or the following principals or employees of the Contractor, are otherwise employees of the University, and are subject to the provisions of section 7.4(d):
(initial)

_____	_____
(Employee name)	(Employee number)
_____	_____
(Employee name)	(Employee number)
_____	_____
(Employee name)	(Employee number)
_____	_____
(Employee name)	(Employee number)

B.3 The Contractor shall submit invoices to the University Liaison as specified in Schedule “B” at the address indicated below. Invoices must contain the following information thereon:

- (a) ICA Contract number; and
- (b) description of Services performed during the applicable payment period.

B.4 Any notice or other communication between the parties pursuant to section 6.1 shall be delivered or sent by courier, prepaid registered mail or facsimile transmission to the respective addresses as set out below, or to such other address as one party hereto might subsequently advise the other:

If to the Contractor (please provide name, address, contact name and facsimile number):

COMPLETE IN DETAIL WITH CONTRACTORS INFORMATION.

Attention:

Fax No.:

If to the University (please provide University Liaison departmental address, contact name and facsimile number):

The University of Manitoba

COMPLETE IN DETAIL WITH DEPARTMENT INFORMATION.

Attention:

Fax No.:

ENTER THE DOLLAR AMOUNT OF EXPENSES (IF APPLICABLE). THIS AMOUNT IS OVER AND ABOVE THE "SERVICES" PORTION OF THE CONTRACT AND MUST BE SHOWN SEPARATELY ON THE CONTRACT AND INVOICES. NOTE 'ORIGINAL' RECEIPTS ARE REQUIRED.

SCHEDULE "C"

EXPENSES

IF NOT PAYABLE IN CANADIAN FUNDS, PLEASE CROSS OFF AND INDICATE CURRENCY. NOTE: CONTRACT CANNOT BE SET UP IN MULTIPLE CURRENCIES.

C.1 Upon receipt of invoices, the University will pay the Contractor a maximum of \$ _____ (Cdn.) for the following expenses incurred by the Contractor in connection with providing the Services:

<u>Expenses</u>	<u>Amount</u>
Reasonable long distance telephone calls, facsimile transmissions, and courier costs	At cost
Reasonable travel related expenses, with the prior express authorization of the University Liaison:	
(a) the lowest logical cost of return air transportation (or ground transportation, if preferred by the Contractor and less costly)	At cost
(b) parking and/or transportation to/from airports, taxi fares	At cost
(c) reasonable accommodation and meal expenses unless paid for directly by the University (excluding personal phone calls, bar bills, laundry, entertainment and other personal expenses)	At cost

For the purpose of this Agreement, the lowest logical cost of air transportation is defined as the most economical class of air travel over the most efficient route, taking into consideration specific travel requirements. If it is convenient to stay over an extra night to take advantage of reduced airfare, the University will pay the extra hotel and meal costs provided that these extra costs do not exceed the savings.

- C.2 In support of the Contractor's claim for approved travel-related expenses, the Contractor must submit to the University original supporting receipts and documentation to the satisfaction of University.
- C.3 Exceptions to section 2.4 are as set out below and are subject to the approval of Legal Counsel to the University: