

Engagement Letter
[For use with certain services under \$5,000.00]

Date:

Name of Vendor:

Address of Vendor:
("the Service Provider")

Insert a *description of services to be provided by the Service Provider* for the University of the Fraser Valley ("UFV"):

This Engagement Letter confirms that University of the Fraser Valley has requested and the Service Provider has agreed to provide services as set out herein.

The services which shall be provided under this engagement letter are as follows: [Insert a detailed description of the deliverables, any particular timeline/milestones or any other relevant details].

Total fees for the services [select appropriate option]:

(Option A) Flat Rate

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

(Option B) Rate per Unit/Deliverable

Fees: at a rate of \$ _____ for each [unit/deliverable] provided by the Service Provider as Services during the Term up to _____ [units/deliverables].

(Option C) Daily Rate

Fees: at a rate of \$ _____ per day (based on a day of _____ hours) for those days during the Term when the Service Provider provides the Services. If the Service Provider provides the Services for less than _____ hours on any day, then fees for that day will be reduced proportionally.

(Option D) Hourly Rate

Fees: at a rate of \$ _____ per hour for those hours during the Term when the Service Provider provides the Services

The payment schedule is as follows: [Select appropriate option]

(Option A) By one instalment of \$_____ on satisfactory completion of the work; or

(Option B) By instalments of \$_____ as and when the work is completed to the satisfaction of the UFV; or

(Option C) By _____ [Weekly / Bi-Weekly/ Monthly] instalments on production of invoices and satisfactory evidence of the work being carried out.

The following expenses shall be reimbursed: [detail any reimbursable expenses, administrative or other costs that UFV shall be required to pay or insert N/A if not applicable]

The primary contact for UFV in relation to the Services shall be the following:

Responsible UFV Individual:

Phone:

Email:

The Services to be provided hereunder shall be terminated upon the following (choose one option):

Upon the end date of:

Upon completion of the Services

Upon written notice by UFV of _____ days

Other: (please describe):

The Service Provider is an independent contractor and not an employee, agent or partner of UFV. If any person, governmental authority or agency characterizes or deems the Service Provider to be a UFV worker or employee which then obligates UFV to make payments or remittances of any nature whatsoever on behalf of the Service Provider or any director, officer, employee or contractor of the Service Provider, including but not limited to income taxes, Canada Pension Plan and Employment Insurance, the Service Provider shall indemnify and reimburse UFV for any such payments, and any penalties, fines or interest related thereto. The Service Provider agrees that UFV may deduct any such amounts paid by it from any amounts owing to the Service Provider. This obligation shall survive the expiry or termination of this engagement letter.

The Service Provider will indemnify and save harmless UFV, its directors, officers, and employees from and against all claims, demands, losses, damages, costs, penalties, fines, complaints (including without limitation complaints under human rights legislation or privacy legislation), liabilities, and/or expenses, including actual legal fees and disbursements, arising from or caused by any breach of contract, errors, omissions, wilful misconduct, breach of laws, or negligence of the Service Provider, its directors, officers, employees and subcontractors, except to the extent that such claims, demands, losses, damages, costs, penalties, fines, complaints, liabilities, and/or expenses is the result of errors, omissions, wilful misconduct, breach of laws, or negligence of UFV, its directors, officers, or employees.

This Engagement Letter is the entire agreement between the parties with respect to the Services and supersedes all proposals or prior understandings, communications, representations and agreements, whether oral or written. Without limiting the generality of the foregoing, UFV excludes and rejects any other terms and conditions, including but not limited to, any standard terms and conditions of the Service Provider that may have been provided in a quote, proposal or any other type of communication.

UFV and the Service Provider have agreed to the terms and conditions set out in this letter as of the date last written below:

Date:

Date:

UNIVERSITY OF THE FRASER VALLEY

Service Provider

Authorized Signatory

Authorized Signatory

Name:

Name:

Title:

Title: