

INDEPENDENT INSTRUCTOR CONTRACTOR AGREEMENT

for the Provision of

WORKPLACE EDUCATION INITIATIVE (WEI) TRAINING

This Independent Instructor Contractor Agreement (the “Agreement”) is made as of [DATE] between [WEI HOST TRAINING ORGANIZATION] (the “Organization”) with its principal place of business located at [HOST ORGANIZATION PLACE OF BUSINESS] and [INDEPENDENT INSTRUCTOR NAME] (the “Instructor”) located at [INDEPENDENT INSTRUCTOR PLACE OF BUSINESS].

Background

- A. The Organization wants to hire the Instructor to perform services for it; and
- B. The Organization and the Instructor want to enter into this agreement, which will define the services to be performed.

The Organization and the Instructor agree as follows:

1. Instruction Services

Effective [DATE] the Organization shall retain the Instructor and the Instructor shall provide the Organization with services (“Instruction Services”), which shall include, without limitation:

- Delivering 40 hours of customized, in-class/virtual instruction, adhering to course frameworks and/or WEI curriculum (if applicable)
- Setting up in person or virtual classroom, equipment and all tools, including computer labs (if applicable)
- Submitting program outlines and content as requested by the WEI Project Team (includes the WEI Coordinator)
- Conducting individual participant needs assessments prior to beginning the WEI training
- Conducting ongoing evaluations of participants’ progress, attendance, and satisfaction with the training and reporting findings to the WEI Training Project Team
- Submitting participant attendance records to the Organization upon a schedule directed by the WEI Project Team
- Attending WEI Project Team meetings as requested
- Attending a worksite tour if requested by the WEI Project Team
- Attending and assisting the WEI Project Team to organize a closing celebration

- Requesting certificates of training completion from the Province of Nova Scotia, Department of Labour, Skills and Immigration, a minimum of three weeks prior to the end of training, and distributing certificates to participants if requested by Organization
- Facilitating the completion of participant evaluations on or before the last day of class
- Notifying WEI Training Team representatives (including the WEI Coordinator) of any class cancellations and of the plan to make up the cancelled classes
- Additional activities as requested by the Organization (collecting participant data, signing confidentiality agreements, etc.)

2. Compensation

(a) **Amount.** The work performed by the Instructor shall be performed at the rate as set forth in the LSI-Organization Labour Market Programs Support System (LaMPSS) Agreement, and not exceed the total amount specified in the Agreement.

(b) **Payment.** Two invoices shall be issued to the Organization by the Instructor: the first after 20 hours of instruction, and the second after the training has been completed. Payment is due no more than 30 days after the Organization's receipt of each invoice.

(c) **Taxes.** The Organization shall not be responsible for federal, provincial and local taxes derived from the Instructor's net income or for the withholding and/or payment of any federal, provincial and local income and other payroll taxes, workers' compensation, disability benefits or other legal requirements applicable to the Instructor.

(d) **Expenses.** Travel to provide Instruction Services is eligible for compensation. This must be pre-approved by the Organization and in accordance with the Government of Nova Scotia Travel Reimbursement rates.

3. Independent Contractor Status

(a) **Status.** The Instructor is an independent contractor of the Organization. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

(b) **No Authority.** The Instructor shall have no authority to act as agent for, or on behalf of, the Organization or to represent or bind the Organization in any manner.

4. Representations and Warranties

The Organization and the Instructor confirm that the people signing this Agreement are fully authorized and empowered to enter into the Agreement on behalf of their

organization, and that doing so will not violate any other agreements or contracts that either the Organization or Instructor may have entered into with any other person or organization, and will not violate any law or governmental regulation.

5. Confidential Information

(a) **Confidential Information Defined.** The Organization and the Instructor agree that all information that they have access to arising from this Agreement or delivery of the Instruction Services is confidential information, including, but not limited to

- personal information as defined in the *Freedom of Information and Protection of Privacy Act* (Nova Scotia),
- any information on any WEI Programs or other government programs, technical or business information on the other party,
- any disclosures made by WEI training participants,
- any confidential information which the Organization has received from a third party, including the Province of Nova Scotia, and
- any intellectual property owned by the Organization or the Province of Nova Scotia, including Workplace Education Initiative curricula and course frameworks

(together, the “Confidential Information”).

(b) **Instructor Shall Not Use Confidential Information.** The Instructor shall not use the Confidential Information except as required to deliver the Instruction Services.

(c) **Instructor Shall Not Disclose Confidential Information.** The Instructor shall not disclose Confidential Information to any third party at any time.

(d) **Privacy Safeguards.** The Instructor shall maintain security standards and procedures for the safeguarding of Confidential Information to prevent unauthorized access and to ensure compliance with applicable laws. The Instructor agrees to promptly notify the Organization in writing upon becoming aware of any unauthorized use or disclosure of information, and to take steps to mitigate the impact of an unauthorized use or disclosure.

(e) **Instructor Shall Comply with Privacy Legislation and Policies.** The Instructor shall comply with all security and privacy legislation, procedures and policies of the Organization in place on or after the effective date of this Agreement.

(f) **Separate Confidentiality Agreement.** The Instructor must sign a separate confidentiality agreement provided by the Organization.

6. Conflict of Interest

Except as has been disclosed to the Organization, the Instructor affirms that the Instructor does not have nor shall acquire any contractual, financial business or other interest, direct or indirect, that would conflict in any manner with the Instructor's performance and obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement.

In the event of a conflict of interest, or a perceived conflict of interest the Instructor agrees that the conflict of interest shall be resolved to the Organization's satisfaction or the Organization may terminate this Agreement.

7. Non-Solicitation

During the term of this Agreement, the Instructor will not, either directly or indirectly, on the Instructor's own behalf or in the service or on behalf of others, solicit or attempt to solicit, or divert any training participant for the purpose of promotion and/or sale of their professional services.

8. Intellectual Property

The Instructor waives moral rights to any and all of the work products and discoveries developed in connection with the Instructional Services in this Agreement. Instructors will not use products given to them for the purpose of the Instructional Services in this Agreement, including WEI curricula and course frameworks, for any other purpose than to deliver Instruction Services as directed by this Agreement.

9. Term

This Agreement shall commence on the date and year first above written and shall be continuous unless earlier terminated in accordance with this Agreement

Instructor:

Print Name Signature

WEI Contract Holder Representative:

Print Name Organization Signature