

RFQPro.com	RFQ4
SAMPLE – Service Agreement	

THIS AGREEMENT made the 1st day of January _____, is effective January 1, _____.

Between: **RFQPRO.COM** and having its registered office at
Address, City, State, Zip Code

(Hereinafter called "Owner")

And: Vendor / Supplier Name
Address, City, State, Zip Code

(Hereinafter called "Service Contractor ")

RECITALS

- A. The Owner requires certain services of a full time active Service Contractor for a limited time period after the employee retires and ceases to be an employee of the Owner; and
- B. The Service Contractor has agreed to provide such services to the Owner on the terms and conditions set out below.

1. SCOPE AND STANDARD OF SERVICES

- a) The Service Contractor will provide:
 - i) advice and assistance as a Foreman.
 - ii) assistance on assignments as mutually agreed between the Service Contractor and the Owner ("the Services").

These Services will include, but are not limited to, consulting, writing project reports, and attending meetings and conferences.

- b) The Service Contractor will receive instructions from the Owner's representative _____ or his designee.
- c) The Services will be performed with reasonable skill, care, and diligence normally provided in the performance of services similar to those provided under this Agreement.

- d) If required, the Service Contractor will submit time sheets to the Owner's representative in accordance with Owner's instructions.

2. SCHEDULING OF THE SERVICES

- a) The Contractor Relief Supervisor agrees to work shifts as designated by the Owner

OR

The Service Contractor may schedule the Services on a flexible time basis, depending on the requirements of RFQPro.com's Operations.

- b) Assignments are to be authorised by any one of the Owner's representatives listed in clause 1.b., or their designee.

3. COMPENSATION

- a) The Owner agrees to pay the Service Contractor for the Services the sum of \$_____ per hour. The Service Contractor will be subject to applicable shift premiums. Payments will be made via the staff payroll system and associated frequency.
- b) The Service Contractor will also be paid _____% vacation pay for the time worked.

4. TERM AND TERMINATION

- a) This Agreement will be effective from January 1, 2005 and will terminate December 31, 2005. Employment during this time period will only be as requested by the Owner.
- b) This Agreement may be terminated earlier by either party giving notice to the other party.

5. CONFIDENTIALITY AND OWNERSHIP OF WORK

- a) The Service Contractor will treat any information gained as a result of or in connection with the performance of this Agreement as confidential, and will not disclose it to any person except to the extent reasonably required for the performance of the Services.
- b) All plans, drawings, flow diagrams, specifications, designs, information and data, whether supplied by the Owner or prepared by the Service Contractor pursuant to this Agreement, will be and remain the property of the Owner. At the completion of the Services, the Service Contractor will deliver all such material to the Owner.
- c) The obligations set out in clauses 5.a and 5.b are in addition to the obligations relating to confidentiality and ownership of work disclosed or prepared when the Contractor Relief Supervisor was an employee of the Owner.

6. SAFETY AND WORKERS' COMPENSATION

- a) The Service Contractor will be covered under RFQPro.com's Workers' Compensation program for any injuries to himself or caused by him to others, while the Service Contractor is performing the Services.

- b) The Owner and the Service Contractor agree that the Owner will be liable for any injury or property damage caused by the Service Contractor to himself or third parties, while the Service Contractor is performing the Services, unless such injury or property damage was caused by the gross negligence or wilful act or omission of the Service Contractor.
- c) The Service Contractor agrees to attend such training as required by the owner; and carry out supervisory duties in accordance with the spirit of the Safety Policy, the responsibilities detailed in the Safety Program, the policies and procedures of the Owner, all applicable legislation related to safety including but not limited to the Mine's Act, Regulations, and Code, and due diligence with respect to the protection of personnel, the environment and property and processes of the Owner.
- d) The Service Contractor is responsible for maintaining all necessary tickets, endorsements or certifications required by legislation or the established standards of the Owner, unless a variance of the requirement has been granted and confirmed in writing by the Owner.

7. GENERAL

- a) Assignment - This Service Contractor is an employee and can not be assigned.
- b) This agreement is governed by and construed in accordance with the laws of _____.

THE PARTIES INTENDING TO BE LEGALLY BOUND, have executed this Agreement as of the date first written above.

(your company name)

Vendor or Contractor Name

Print Name
Title

Service Contractor