



INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT IS MADE effective this 1st day of September, 2023.

BETWEEN:

College of Dental Surgeons of Saskatchewan, a registered body pursuant to *The Dental Disciplines Act* (the "**College**")

And

Geeenfoot Inc. (the "**Contractor**").

WHEREAS:

- A. At the request of the College, the Contractor has agreed to provide certain services for the College, as more particularly referred to and on the terms and conditions stated in this Agreement.

THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Interpretation

In addition to any words or phrases defined elsewhere in this Agreement, the following terms shall have the following meanings:

- (a) "**Company Property**" means any product, materials, formula, ingredient, tools, equipment, devices, records, files, computer programs, computer discs, software, communications, reports, letters, proposals, memoranda, lists, correspondence or any other documents or property belonging to the College;
- (b) "**Confidential Information**" means any information of a confidential nature which relates to the business or activities of the College, including, without limitation, customer lists, trade secrets, technical information, marketing strategies, sales and pricing policies, financial information, business, marketing or technical plans, programs, methods, techniques, concepts, formulas, documentation, intellectual property, software, products, supplier lists, and personnel information of clients or clientele. Notwithstanding the foregoing, Confidential Information shall not include any information which:
- i. is or becomes public knowledge through no fault of the Contractor; or



- ii. is independently developed by the Contractor outside of the scope of its Services to the College; or
 - iii. is disclosed by the College to another person without any restriction on its use or disclosure; or
 - iv. is or becomes lawfully available to the Contractor from a source other than the College.
- (c) **"Remuneration"** means the Contracting Fee and any other amounts payable by the College to the Contractor pursuant to Article 5;
- (d) **"Taxes"** includes all federal, provincial and municipal taxes, including income taxes, goods and services tax ("GST"), Canada Pension Plan, deductions, Employment Insurance premiums and Worker's Compensation premiums.

2. Term of Engagement

- (a) The College agrees to engage the Contractor to provide the Services during the Term of this Agreement.
- (b) Subject to earlier termination, the initial term of the Agreement shall be for a one year period, from September 1, 2023 to August 31, 2024 (the "**Term**"). This Agreement may be renewed for such further periods of time as the parties may mutually agree upon within 90 days of expiration.

3. Status as Independent Contractor

- (a) The parties agree that the Contractor is an independent contractor, and not an employee, of the College and the College will not deduct from the fees payable to the Contractor any Taxes or any other statutory deductions whatsoever, all of which shall be of the sole and absolute responsibility of the Contractor to remit as may be necessary, and for which the Contractor shall indemnify and save harmless the College in respect of the same.
- (b) Nothing in this Agreement shall be regarded or construed as creating any relationship, whether employer/employee, joint venture, agency, association, partnership or otherwise, between the College and the Contractor, or between the College and any employee or agent of the Contractor, other than as an independent contractor relationship, and the Contractor acknowledges that it has no authority (save as may otherwise be specifically delegated by the College) to contract for or on behalf of or in the name of the College or otherwise bind the College to any contract or course of conduct.
- (c) The Contractor agrees to abide by any protocols, policies, rules or regulations of general application to employees and/or contractors of the College. Subject to such



direction from the College, the Contractor shall be at liberty to determine the method and manner in which the Services shall be delivered to the College. It is further acknowledged and agreed that the Contractor shall provide its own vehicle, tools and equipment, as necessary, for the provision or delivery of the Services.

- (d) The parties agree that the Services to be provided by the Contractor to the College are on a *non-exclusive* and *as needed* basis and that the Contractor shall be at liberty to contract with and work for other persons, including the delivery of services similar to the Services contemplated in this Agreement and to persons who may be engaged in the same business as or in competition with the College, provided that in the course of the Contractor agreeing to provide such services to other persons:
 - i. the Contractor shall not use the College's Confidential Information or Company Property for an improper or inappropriate purpose, and the Contractor shall otherwise comply with the Contractor's covenants in favor of the College respecting confidentiality set out in this Agreement; and
 - ii. the Contractor shall endeavor to avoid taking on work for third parties that would, or could reasonably be expected to, create a material conflict of interest with the Contractor's obligations and responsibilities to the College under this Agreement. In the event a material conflict of interest is potentially possible or perceived the Contractor shall immediately advise the College of the nature and particulars of such anticipated or actual conflict of interest so that the College can take whatever steps it feels are reasonable or necessary to minimize such conflict or exposure to risk.
- (e) The Contractor acknowledges that GST is payable on the Contract Fee. The Contractor agrees that it is either a registrant under the *Excise Tax Act* (Canada) for the purpose of GST, and shall provide the College with its registration number prior to first invoicing the College for its Services, or that, because of the minimal volume of taxable sales provided by the Contractor each year, the Contractor is not required to be a GST registrant in which latter event the Contractor shall not invoice the College for GST in relation to the Services and will otherwise indemnify and save harmless the College in respect of the same. In the event the Contractor's status changes and/or the Contractor voluntarily registers for GST, the Contractor shall immediately advise the College of the same.
- (f) The Contractor shall ensure that the delivery of the Services complies with all applicable laws, ordinances, rules and regulations of any governmental authority including, without limitation, legislation respecting workers' compensation and occupational health and safety, and that the Contractor shall account for and pay all applicable taxes, premiums or contributions assessed or levied by any governmental authority in respect of the delivery of the Services or the Remuneration received including, without limitation, income tax, Canada Pension Plan and employment insurance premiums, and to indemnify and save harmless the College in respect of the same.



- (g) The contractor is responsible for WCB coverage for its employees.

4. Contractor's Services

- (a) In addition to the role of Council Chair, The Contractor shall provide a review of all administrative and HR policies and assist in the general organization and structuring of the College. The Contractor shall work in collaboration with and shall report directly to the Board of Directors/Council of the College.
- (b) The Contractor shall use their professional skill, diligence and care to ensure that the Services are provided and completed in a timely and professional manner, to the reasonable satisfaction of the College. The Contractor shall perform the Services in accordance with any policies or procedures established by the College, from time-to-time. The Contractor shall not subcontract the performance of the Services without prior written consent of the College. In the event that this consent is granted, the Contractor agrees to have workers compensation coverage in place for those subcontractors, obtained at its own expense.

5. Remuneration

- (a) In consideration of the services to be performed, the Consultant shall be paid a rate of \$146.67 to a maximum of \$1,100.00 per day. The rate shall increase or decrease at the same time and to the same extent as pay adjustments are made to senior management positions within the organization (the "Contracting Fee").
- (b) The Contractor shall be responsible for all expenses incurred by it in connection with the Services, except as approved in advance by the College.
- (c) The College shall pay the Contracting Fee to the Contractor within fifteen (15) days of receiving an invoice from the Contractor.

6. Confidential Information and Company Property

- (a) The Contractor acknowledges that pursuant to the terms of this Agreement, it will acquire Confidential Information which is the exclusive property of the College, the disclosure of which could cause irreparable harm to the College. Accordingly, the Contractor agrees and undertakes that during the Term of this Agreement, and for so long after the termination of the Agreement, for any reason, that the Confidential Information remains confidential and the Contractor shall treat as confidential all such Confidential Information and not disclose any such Confidential Information to any third party, except for the purpose of carrying out the Services under this Agreement or as may be otherwise consented to in writing by the College.



- (b) The Contractor further acknowledges that pursuant to the terms of this Agreement, it may acquire Company Property which is and shall remain the exclusive property of the College. Upon termination of this Agreement for any reason, the Contractor will return to the College all Company Property, together with any copies or reproductions, which may have come into the Contractor's possession during the course of or pursuant to this Agreement.

7. Tax Indemnification

In the event that the Canada Revenue Agency, for whatever reason, seeks from the College or any director, officer or employee of the College, Taxes arising from the Remuneration paid to the Contractor, the Contractor shall indemnify the College and any of its directors, officers and employees, the amount of any such Taxes (including any applicable interest and penalties on the Taxes) within 30 days of the College claiming such Taxes from the Contractor. The Contractor further agrees that the College may set off an amount equal to such Taxes (including any applicable interest and penalties on the Taxes) from any Remuneration owed to the Contractor.

8. General Indemnity

Without limiting any express or implied warranty or obligation of the Contractor to the College, the Contractor shall indemnify the College, its directors, officers, employees and subcontractors, to the full extent permitted by law, if they are made or are threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative, as a result of the negligence or gross negligence of the Contractor or its Principal, employees or agents in the performance of any Services.

9. Termination

- (a) This Agreement may be immediately terminated by either party on written notice to the other in the event of:
- i. the death or incapacity of the Principal, where the College has not agreed to the replacement of the Principal; or
 - ii. the bankruptcy, liquidation or windup of the Contractor or the College.
- (b) The College may terminate this Agreement at any time, for any reason in absence of a material breach by the Contractor, by providing ninety (90) days advance notice, with any Remuneration earned by, or otherwise payable to, the Contractor up to the date of termination.
- (c) The Contractor may terminate this Agreement at any time, for any reason, by providing ninety (90) days advance notice to the College, in which case the Contractor shall only be entitled to receive any Remuneration earned by, or otherwise payable to, the Contractor up to the date of termination.



- (d) If either party is in breach of any of its obligations under this Agreement, the other party may give notice in writing of the breach to the defaulting party, and request that it be cured. If the party in breach fails to remedy the breach within 15 days after the date of written notice, then this Agreement may be terminated immediately by notice in writing from the complaining party to the party in breach.
- (e) The obligations of the Contractor under Articles 6, 7 and 8 of this Agreement shall survive the termination of this Agreement.

10. Notice

- (a) Any notice required or permitted to be given to a party under this Agreement shall be in writing and may be given by mailing the same, postage prepaid, or delivering the same, addressed to such party at the following address:

To The College:
201 1st Avenue South
1202 The Tower at Midtown
Saskatoon, SK S7K 1J5

To the Contractor:
3310 Cassino Avenue
Saskatoon Sask S7M 5E6

- (b) Any notice if delivered shall be deemed to have been delivered on the first business day following the date on which it was delivered or if mailed shall be deemed to have been received on the third (3rd) day following the date on which it was mailed.
- (c) Any party may change its address for service from time to time by a notice given in accordance with the foregoing.

11. Miscellaneous

- (a) This Agreement shall be governed by the laws of the Province of Saskatchewan, and the parties hereby attorn to the exclusive jurisdiction of the Saskatchewan Courts.
- (b) The waiver by either party of any breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any provision of this Agreement.
- (c) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision, and the balance of the Agreement shall be construed as though the invalid or unenforceable provisions were severed or omitted.



- (d) This Agreement contains the entire understanding between the College and the Contractor, and supersedes any prior Agreement, whether written or oral, with respect to the provision of Services by the Contractor or any employee or agent of the Contractor to the College.
- (e) Unless expressly provided for in this Agreement, no modification or amendment of the Agreement shall be binding upon either party unless witnessed in writing and duly executed by both parties.

IN WITNESS WHEREOF the parties acknowledge and agree that they have read and understand the terms of this Agreement, that they have had an opportunity to obtain independent legal advice prior to entering into this Agreement, and that they have executed this Agreement with full force and effect from the date first written above.

A handwritten signature in black ink, appearing to be 'A. Bazylak', written over a horizontal line.

Per Dr. Aaron Bazylak, President
College of Dental Surgeons of Saskatchewan

A handwritten signature in black ink, appearing to be 'Gord Gillespie', written over a horizontal line.

Per: Gord Gillespie, President
Greenfoot Inc.



The College of
Dental Surgeons
of Saskatchewan

Schedule "A"

The contractor shall provide the following Services for and on behalf of the college, s well as any other incidental and related Services as may be required by the College and assigned to the Contractor from time to time.

A. Scope

1. Create a meeting environment incorporating current best governance practices.
2. Provide continuity in meeting execution and formats across succeeding Presidents.
3. Ensure all participants are actively engaged.
4. Oversee due diligence including duty of care and fiduciary duties.
5. Maintain mutual respect.
6. Act as independent liaison with Council and Management as required.
7. Assist President as directed.

B. Duties

1. Agenda review ensuring advance distribution
 - i. Consent material
 - ii. Committee Reports - Governance calendar tasks completion
 - iii. Decision items
 - iv. Discussion topics
 - v. In Camera
2. Agenda execution
3. New Council governance orientation
 - i. Strategy – Vision, Mission, Value
 - ii. Duty of Care
 - iii. Fiduciary duty
 - iv. H.E.T.T.
 - v. Board & Management roles
 - vi. Director and Officer insurance
 - vii. Representation
 - a) In Boardroom
Constructive criticism
Challenging with mutual respect



- b) In the Community
 - Alignment
 - Confidentiality
 - Leadership - set the example
- viii. Expectations
 - a) Attendance
 - b) Prepared
 - c) Active participation
 - d) Concise, frank, and relevant discussion
 - e) Exercise duty of care and fiduciary duties
 - f) Long term best interest of CDSS – short term & personal implications set aside
 - g) Support the organizational structure – Management one boss
 - h) Balloon and boat philosophy
- ix. Resources
 - a) Previous minutes
 - b) Returning members
 - c) Past members
- x. Meeting format
 - a) Consent items
 - 1) Quorum
 - 2) Approval of previous minutes
 - 3) Approval of agenda
 - 4) Approval of reports (less “hot topics”)
 - b) Review current action items
 - c) Decision item discussion
 - d) Governance / Council Calendar / Due diligence items
 - e) Discussion Topics
 - f) New/Carried over action items
 - g) Adjournment
 - h) In Camera
- 4. New Council documentation
 - i. Consent to serve
 - ii. Non-disclosure agreement
 - iii. Conflict of interest declaration
- 5. Council self-evaluation