



INDEPENDENT CONTRACTOR AGREEMENT

Contract No: CB-18-02

This agreement made in duplicate this day of Friday, May 11, 2018

BETWEEN:

JOINT ECONOMIC DEVELOPMENT INITIATIVE, an Aboriginal non-profit organization carrying on business in the Province of New Brunswick.

(hereinafter referred to as "**JEDI**")

AND

CLYDE BROWN

(hereinafter referred to as "**the Contractor**")

WHEREAS The Joint Economic Development Initiative ("**JEDI**") provides a forum for Federal, Provincial and Aboriginal representatives to identify and pursue initiatives that would contribute to Aboriginal economic development in New Brunswick and enable the partners in the process to minimize and overcome challenges.

AND WHEREAS JEDI wishes to contract with the Contractor to provide Game Design services.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:



1. Purpose of Contract

The purpose of this Contract will be for the Contractor to provide Game Design (Games 2-4) services on behalf of JEDI.

2. Term of Contract

- 2.1. The term of the Contract will begin on the date of the Contract and will remain in full force and effect until the Project deliverables have been met, unless otherwise terminated in accordance with the terms outlined herein. The term of this Contract may be extended by mutual written agreement of the Parties.
- 2.2. Upon the termination or expiration of the Contract, the Contractor will return to JEDI any and all property that is owned by JEDI and is in the possession of the Contractor, its officers, representatives and employees.

3. Termination of Contract

- 3.1. JEDI may choose to cancel this agreement by providing written notice to the Contractor for reason of:
 1. Non-conformance to the terms and conditions of this Contract; or
 2. Mutual written agreement by both parties.

4. Representative

- 1.1. The JEDI representative for the management of the Project is JEDI's Mobile Application Development Coordinator, Ian Daly, who will provide guidance to the Contractor as required.
- 1.2. The Contractor representative for the management of the Project is Clyde Brown.

5. Services Provided

- 5.1. The services specified in this Contract are to be provided by Clyde Brown. Should this change, the Contractor will provide notice to JEDI.
- 5.2. The Contractor will conduct the following activities for JEDI:
 1. Provision of Game Design (Games 2-4) services on behalf of JEDI for the Financial Literacy Application for Purdy Crawford Chair, Cape Breton University project.



6. Fees for Services

- 6.1. The Contractor will be paid for the services set out above and as per agreement, inclusive of appropriate taxes, rates or other levies payable.
- 6.2. The value of this agreement will not exceed **\$7,500.00** unless there are prior written approvals and amendments signed by both parties.

The schedule of payments will be as follows:

A payment of **\$3,750.00** will be made upon contract signing by both parties.

Balance of **\$3,750.00** will be paid upon completion of all deliverables.

- 6.3. All invoices must be signed and include both the date that services were performed, and a description of the services for the JEDI.
- 6.4. JEDI will advise the Contractor of the details of any objection it may have to the form, content or amount of any invoice rendered by Contractor, or to the quality of the work for which the invoice is rendered, within 15 days of receipt of the invoice, and JEDI may withhold payment on the disputed invoice until such objection is resolved to the satisfaction of both parties.
- 6.5. Payments will be made within 30 days of acceptance and approval of original invoices by JEDI. Invoices must be in an original, signed format. For greater certainty, electronic, faxed or other copies will not be accepted by the JEDI.

7. Service Change Provision

- 7.1. JEDI and the Contractor agree that the service requirements, as outlined in Article 5, may change through the life of the Contract. Any change of services that will have an increase in costs and expenses must be approved by JEDI in writing before the work commences.

8. Time Frame

- 8.1. The services provided in this Contract will be completed in a timely manner. The parties agree to the projected timeline commencing May 7, 2018 and continuing to September 30, 2018.



9. Performance

- 9.1. The parties agree to do everything necessary to ensure that the terms of this Contract take effect. JEDI reserves the right to evaluate the services provided, as outlined in this Contract.

10. Ownership

- 10.1. The Contractor hereby grants, conveys and assigns unto JEDI all of the Contractor's rights, title and interest in all reports, materials and documents ("works") produced by the Contractor under this agreement, including but not limited to digital, electronic, audio and video productions and compilations. In consideration of entering into this agreement, the Contractor hereby waives all moral rights (as defined in the Canadian Copyright Act) in any works in which copyright subsists.

11. External Marketing

- 11.1. The Contractor will not use the name of JEDI for any marketing purposes, without the express written permission of JEDI.

12. Agreement for Services

- 12.1. JEDI has engaged the Contractor to provide services on an independent contractor basis. Neither the Contractor, nor any of the following present or future: employees, consultants, agents, contractors or sub-contractors of the Contractor, will be deemed to be an employee, servant, or agent of JEDI, for any purpose whatsoever.

13. Responsibility for Filings and Payments

- 13.1. The Contractor is solely responsible for complying with, and submitting the requisite filings and payments under, Federal, Provincial or Municipal law, including but not limited to the Federal and Provincial Income Tax Acts, Employment Insurance Acts, Canada or Quebec Pension Plan, Workers Compensation Legislation, Employer Health Tax and Health Insurance Legislation, GST Legislation and local taxing Legislation.
- 13.2. The Contractor agrees to indemnify and save harmless the JEDI organization and personnel against any and all claims, actions, causes of action, debts or demands (including liability for interest or penalties relating thereto, and including any costs or expenses including legal expenses incurred by the JEDI in relation thereto) arising from the Contractor's failure, omission or refusal to submit the requisite filings or remit the requisite payments to the appropriate Federal, Provincial or Municipal government entity, agency or collecting body as required by law.



14. Non-Disclosure and Confidentiality

- 14.1. All financial, legal, marketing, and operational information about JEDI that is obtained by the Contractor in the course of the Project will not be disclosed by the Contractor, its officers, representatives or employees unless authorized by JEDI.
- 14.2. The Contractor, its officers, representatives and employees and will hold in strict confidence all documents and information related to JEDI that is marked or declared to be confidential.

15. Liability

- 15.1. The Contractor will be liable to JEDI for all losses, damages, costs and expenses of whatever nature or kind the customer may suffer, sustain, pay or incur as a result of a breach of this contract by the Contractor or as a result of the negligence or wilful misconduct of the Contractor, its subcontractors, directors and/or employees in connection with, related to, or arising from the performance, purported performance or non-performance of the contract.

16. Indemnification

- 16.1. The Contractor agrees to indemnify JEDI and its officers for all losses, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind arising from or in consequence of the performance of this agreement, provided such losses damages, costs, expenses, claims, demands, actions, suits or proceedings arise without negligence on the part of JEDI or its officers or employees, and whether such actions, suits or proceedings are brought in the name of JEDI or in the name of the Contractor.

17. Amendment of Contract

- 17.1. The written provisions of this Agreement will constitute the full extent of the Contract for services between JEDI and the Contractor, regardless of any oral agreements or undertakings which may presently or hereafter exist between the parties. No waiver or modification of any provision of this Contract will be valid unless agreed upon in writing and duly executed by all parties.

18. Survival

- 18.1. The terms, conditions, representations and warranties contained in this Contract will survive the termination or expiration of this Contract.



19. Severability

- 19.1. The parties agree that in the event that any provision, clause, Article or attachment herein, or part thereof, which form part of this Contract, are deemed void, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, clauses, Articles, attachments, or parts thereof, will be and remain in full force and effect.

20. Assignment of Contract

- 20.1. This Contract and its rights, duties and obligations will not be assigned by either party without the written consent of both parties.

21. Governing Law

- 21.1. This Agreement will be governed by and construed in accordance with the Laws of Canada, or as the case may be Province of New Brunswick. The parties hereto each agree to submit any and all disputes with respect to or arising from this Agreement to the appropriate court of competent jurisdiction.

22. Notices

- 22.1. Any notices or other communication in regards to this agreement will be sent to the parties at the following address:

For JEDI:

Lynn Poole-Hughes
Chief Executive Officer
Joint Economic Development Initiative Inc.
150 Cliffe Street, Box 11
Fredericton New Brunswick E3A 0A1

For Contractor:

Clyde Brown
207-400 Parkside Drive
Waterloo ON N2L 6E5

GST #:

HST Vendor No:



TO EVIDENCE THEIR AGREEMENT, the parties have signed this Agreement under seal.

WITNESS the corporate seal of the Corporation, **JOINT ECONOMIC DEVELOPMENT INITIATIVE**.

JOINT ECONOMIC DEVELOPMENT INITIATIVE
Per: Chief Executive Officer

WITNESS the corporate seal of the Corporation.

Per: **CLYDE BROWN**