



FIELD HOCKEY CANADA

<i>Policy Name</i> CONTRACTOR POLICIES		<i>Policy Category</i> OPERATIONS
<i>Date of Approval</i> February 2, 2021	<i>Activation Date</i> April 30, 2021	<i>Replacing Previous Version</i> N/A
<i>Approved By</i> Board of Directors		<i>Review Cycle</i> Human Resources Committee – every two years, or sooner if required due to legislative changes

1. PURPOSE

The Field Hockey Canada (FHC) Contractor Policies outline the expectations and contracting parameters for contractors and consultants within the association.

2. PRINCIPLES

FHC values the role that contractors play with the association, bringing expertise and skills necessary to ensure a high standard of operations, program delivery and leadership.

3. APPLICATION

The policy applies to businesses and individuals contracted by FHC through fee-for-service agreements.

4. DEFINITIONS

Contractor – a business or self-employed individual who agrees to a “contract for services” or fee-for-service agreement. The agreement sets out the expected work product outputs, general timelines, and fee, but does not direct how the work is undertaken.

5. CONTRACTOR POLICIES

A Contractor is a business or a self-employed individual hired by FHC in an arms-length agreement and through a Fee-for-Service Contract. If the Contractor is a company with multiple employees, FHC should stipulate that a specific person or persons be the contact to FHC.

When seeking a Contractor, FHC may publish an open “Request for Proposal” or request a project outline directly from a potential Contractor candidate.

A Contractor is not an employee of FHC but is typically engaged on a short-term basis to undertake a specific project where additional resources or different expertise need to be brought into the fold. FHC is the Contractor’s Client.

The Contractor works independently and may work for more than one client at a time. The Contractor should carry their own professional liability insurance. As part of the terms of the Contract, FHC can



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require that a Contractor or the Contractor representative undergo and produce a satisfactory Criminal Record Check and a Vulnerable Sector Check if their role will require that they work directly with minors or vulnerable persons. Contractors can also be compelled to meet the standards of the FHC **Code of Conduct** if the requirement is stipulated in the Fee-for-Service Contract, and be asked to sign the FHC *Contractor Confidentiality Agreement* (Appendix A).

The work product resulting from the Contract is owned by FHC. Various inputs into the work product may be owned by the Contractor or by FHC, and should be delineated in the Contract.

The Fee-for-Service contract should provide the following information:

- a. Company Name (if applicable)
- b. contact information for the Contractor
- c. Contractor's Business Number(s) (if applicable)
- d. the terms of service with both the Contractors and Client obligations including cancellation of the contract by either party
- e. the terms of the project for which the Contractor is being engaged
 - i. contract period
 - ii. scope of service and work product to be created, developed or designed
 - iii. schedule of work if being performed or submitted in sections, including final deadlines
 - iv. any stipulation against the contractor sub-contracting all or a portion of the work
 - v. the agreed upon Fee-for-Service, including GST/HST and invoice / payment schedule
 - vi. any additional expenses that are allowable in the contract and not included in the Fee-for-Service
 - vii. any other terms and conditions.

The Contractor will generally use their own equipment and office space and is responsible for all costs to maintain both. Invoices are submitted by the Contractor to initiate payment from FHC. FHC makes no statutory deductions and does not provide any benefits to the Contractor.



APPENDIX A

FIELD HOCKEY CANADA CONTRACTOR CONFIDENTIALITY AGREEMENT

Contractor: _____

Project: _____

Field Hockey Canada Contact: _____

1. I acknowledge that I have been advised by Field Hockey Canada that all information and documents that I may have knowledge of or access to through my contracting relationship with Field Hockey Canada are strictly confidential unless Field Hockey Canada otherwise agrees, in writing, or such documents are made publicly available by Field Hockey Canada.
2. I undertake and agree at all times to treat as confidential all information acquired through my contracting relationship with Field Hockey Canada and not to disclose same except as authorized in the course of my contract or by law. I acknowledge that such information is not to be altered, copied, interfered with or destroyed, except upon authorization and in accordance with the policy of Field Hockey Canada. I will not discuss such information with any party, nor will I participate in or permit the release, publication or disclosure of such information, nor will I copy, distribute, or disseminate such information, except as authorized in the course of my contract or by law.
3. I understand that this agreement includes, but is not limited to, the following information:
 - a. All database material, including participants, athletes, coaches, officials, volunteers, Member Association contacts, associated or affiliated organizations,
 - b. Business and/or sport technical information, including financial information, budgets, business plans, risk management information, reports, government or funding agency agreements, technical information, national team preparation information, photographs, marketing information, media information;
 - c. (other – customize for the specific role) _____
4. I understand that compliance with the confidentiality requirements of Field Hockey Canada is a condition of the material term of my contract and that failure to comply may result in termination of my contract by Field Hockey Canada.
5. I agree to be bound by the provisions of this Agreement and will continue to be so bound following the termination of my contract.
6. I understand and agree that any work product and/or information prepared or produced by me as part of my work responsibilities or activities related to my contract with Field Hockey Canada, whether alone or with others is the property of Field Hockey Canada at all times and cannot be used by me, copied, transmitted or taken with me in any form should I take other employment or contracts after my contract with Field Hockey Canada ceases.

Contractor's Initial:



7. I have been advised that I have the right to seek independent legal advice prior to signing this agreement. By signing this letter, I acknowledge that I have been given sufficient opportunity to consult a lawyer and have either sought such advice or freely decided not to do so.

By initialing each page, and signing this document, you acknowledge that you have read and understand these terms and conditions and agree to comply with them. You are entitled to seek legal advice prior to signing this agreement, at your expense.

Signature

Date

Contractor's Initial: