**FOR ALL JURISDICTIONS OTHER THAN QUEBEC**

**Notes:**

1. **This is a basic agreement for employees who will be employed on a fixed term.**
2. **This agreement needs to be tailored to your organization and, if you wish to change or include additional provisions not contemplated herein, you should have the revised document reviewed by HR or legal counsel prior to providing it to your employee for review.**
3. **Input the required information and/or make selection where indicated by yellow highlighting.**
4. **Delete all notes (also highlighted in yellow) throughout this agreement prior to providing to the employee.**

**EMPLOYMENT AGREEMENT Fixed-Term Appointment**

BETWEEN:

Name of NSF

(the “Employer”)

* and -

Name of employee

(the “Employee”)

WHEREAS the Employee has represented to the Employer that the Employee has the required skills and experience to perform the duties and exercise the responsibilities required of the Employee as position title;

AND WHEREAS the Employer and the Employee have agreed to enter into an employment relationship, on a fixed term basis, for their mutual benefit;

THIS AGREEMENT witnesses that the parties have agreed that the terms and conditions of employment shall be as follows:

1. **Appointment**

The Employer agrees to employ the Employee pursuant to the terms and conditions set out in this Agreement, and the Employee hereby accepts and agrees to such employment.

1. **Position and Duties**

The Employee will be employed in the position of job title and the Employee agrees to perform duties that include, but are not limited to, those set forth in Schedule “A” attached hereto and as reasonably requested by the Employer from time to time.

1. **Duration of Fixed Term**

Subject to being terminated pursuant to the provisions of Section 6, below, this agreement shall commence on start date (the “Effective Date”) and will cease on end date without further notice to the Employee.

1. **Human Resources Policies**

The Employee agrees to comply with all policies applying to term appointments that may reasonably be issued by the Employer from time to time. The Employee agrees that the introduction, amendment and administration of such policies are within the sole discretion of the Employer. If the Employer introduces, amends or deletes such policies as conditions warrant, such introduction, deletion or amendment shall not constitute a constructive dismissal or breach of this agreement. If there is a direct conflict between this Agreement and any such policy, this Agreement shall prevail to the extent of the inconsistency.

1. **Compensation**
2. Salary

The Employer shall pay the Employee an annual salary of entre the amount i.e. thirty thousand, five hundred dollars ($35,000.00) (the “Salary”). This Salary will be paid bi-weekly and be subject to statutory deductions.

1. Benefits (if any for a term employee)

The Employee will be entitled to participate in the insured benefits plan(s) that the Employer makes available to its employees, in accordance with the qualifying terms and conditions of the plan(s), as amended. All decisions with respect to entitlement to benefits shall be determined exclusively by the insurance carrier. The Employer shall pay enter percentage of premium cost of the plan(s), except for the premiums for long term disability and life insurance which shall be paid entirely by the Employee (confirm this is the case with your organization). The Employee’s share of the premiums will be paid through payroll deductions. The Employer reserves the right to change the level of benefits, the premium sharing of the benefits or the benefits carrier and/or to eliminate any benefits.

The plan(s) currently include the following benefits (outline the benefits available – following is only an example):

* + Extended Health, Family dental, life, short term disability, long term disability and accidental death and dismemberment insurance
  + Family dental, life, short term disability, long term disability and health insurance may not apply to term employees – check with benefit provider
  + Two (2) weeks annual vacation or 4% vacation pay

1. If there is any kind of bonus system, define the details here

**NOTE - If there is any kind of bonus system, you should require a separate sign off to the plan. You should have it reviewed by HR or legal counsel, and you will need to consider whether it is a discretionary bonus or based on performance criteria (of employee and/or organization), payable even if employee no longer employed, etc.**

1. **Termination**
2. The parties understand and agree that the Employee’s employment pursuant to this Agreement may be terminated prior to the expiry of the fixed term set out in Section 3 above as follows:
   * + 1. **Termination of Employment by Employer without Cause.** The Employer is entitled to terminate this Agreement at any time prior to the expiry of the fixed term set out in Section 3 above without cause by providing written notice or pay in lieu of notice to the Employee, in an amount limited to the requirements of the (<enter jurisdiction i.e.: Ontario *Employment Standards Act, 2000 (as amended)*, British Columbia *Employment Standard Act>*) and this Agreement will accordingly, on such basis, be terminated. In addition, the Employee will be entitled to all benefits and other consideration regularly received during the term of employment, during the notice period. The Employee acknowledges that the foregoing provisions are in satisfaction of and substitution for any and all statutory and common law rights, including without limitation, any right to reasonable notice of termination.
       2. **Termination of Employment by Employer for Cause.** The Employer may terminate the Employee’s employment at any time without notice or any payment in lieu thereof, for Cause. Cause shall be defined to include any and all omissions, commission or other conduct that would constitute Cause under the common law.
       3. **Termination by Employee.** The Employee may terminate the Employee’s term employment at any time prior to the end of the term by providing the Employer with two weeks notice in writing to that effect. Where the Employee provides the Employer with written notice under this provision, the Employer may waive such notice, in whole or in part, in which case the Employer will pay the Employee for the Salary remaining in the 2 week notice period and the Employee’s employment shall terminate on the earlier date specified by the Employer.
3. **Limitation of Liability.**

The Employee understands and agrees that the Employee has no implied rights whatsoever with respect to any claim for pay in lieu of notice of termination or damages for termination of employment other than those rights expressly set out in this Section 7. The Employee further acknowledges that any notice or pay in lieu of notice given in accordance with this Agreement is in complete satisfaction of all contractual, statutory, or common law notice requirements at law, and on receipt of such entitlements, there shall be nothing further due and payable to the Employee in respect of the termination of employment.

1. Upon termination of this Agreement for any reason, whoever caused:
   1. The Employer shall pay the Employee all wages owing to the Employee up to and including the Employee’s last day of employment (the “Termination Date”); and
   2. All files, computer disks, confidential information, information and documents pertaining to the Employer’s business, and other Employer property, shall remain the property of the Employer and shall promptly be delivered by the Employee to the Employer’s office, and no copy, duplication or reproduction of any kind whatsoever shall be made of such files, computer disks, confidential information or documents without the express written consent of the Employer.
2. **Confidentiality**

The Employee agrees that during the entire term of employment and thereafter, not to disclose, either directly or indirectly, to any person, firm, corporation or entity any confidential information pertaining to the Employer. Furthermore, the Employees agrees not to use such confidential information for the Employee’s benefit, not to permit any third party to use such confidential information and to undertake all measures necessary in order to protect such confidential information.

1. **Privacy**
2. The Employee acknowledges and agrees that the Employee will take all necessary steps to protect and maintain the Personal Information (defined as information about an identifiable individual) of employees, consultants and customers of the Employer. The Employee shall at all times comply and shall assist the Employer to comply with all applicable privacy laws.
3. The Employee further acknowledges and agrees that the disclosure of the Employee’s Personal Information may be required as part of the ongoing operations of the Employer’s business, as required by law or regulatory agencies, as part of the Employer's audit process, as part of a potential business or commercial transaction, or as part of the Employer's management of the employment relationship, and the Employee hereby grants consent as may be required by applicable privacy laws to such disclosure.
4. **Severability**

In the event that any provision or part of this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts shall be and remain in full force and effect.

1. **Police Record Search**

**NOTE: This may not be required in all cases and the vulnerable sector check will not apply in all circumstances.**

The Employer may waive this condition, in its sole discretion, in writing. The offer of employment contained in this Agreement is conditional upon the Employee obtaining and providing a police records check (vulnerable sector). The Employer, in its sole discretion, will determine whether any information included in the police records check would pose an unacceptable risk to the safety and security of the Employer and its members, participants, clients or athletes in which case the Employer may rescind this employment offer immediately. The Employee will, when requested by the Employer, obtain and provide a current police records check as a condition of continued employment. If the Employee fails to provide a police records check when requested, such failure will constitute grounds for immediate dismissal for cause. The Employer reserves the right to immediately terminate the Employee’s employment based on the outcome of the Employee’s police records check.

1. **Modification of Agreement**

Any modification to this Agreement must be in writing and signed by the parties or it shall be no effect and shall be void.

1. **Applicable Law**

This Agreement and the rights and obligations of the parties hereunder shall be construed and governed in accordance with the laws of the jurisdiction in which the majority of the services contemplated herein are provided.

1. **Independent Legal Advice, No Inducement**

The Employee acknowledges that the Employee has had independent legal advice prior to signing this Agreement, or that the Employee has had the opportunity to obtain independent legal advice and has chosen not to do so. The Employee acknowledges having reviewed the Employer’s policies, this Agreement and any schedules attached hereto and to have fully understood them. The Employee further agrees that the terms of this Agreement are fair and reasonable and that they accurately reflect the parties’ intentions. The Employee agrees that no representation or inducement has caused the Employee to leave any previous employment and that the Employee is not under any legal obligation that prevents the Employee from accepting employment with the Employer.

For the Employer

Name of NSF (the ‘Employer’)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name & Title: (signing authority)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

(signature) date

I have the authority to bind the Corporation.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Employee (the ‘Employee’)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

(signature) date

I accept and agree with the terms presented in this Employment Agreement.

Schedule A

**JOB DESCRIPTION**

**Title:**

**Report to:**

**Location:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\* List key duties

Other duties as may be assigned.