



Government  
of  
Saskatchewan

# SERVICE AGREEMENT

To receive payment the Contractor shall provide an invoice to the minister

Contractor \_\_\_\_\_

Contract Number \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

Work Location \_\_\_\_\_

Project \_\_\_\_\_

Commencement Date \_\_\_\_\_

Maximum Amount Payable \_\_\_\_\_

Completion Date \_\_\_\_\_

**CONTRACTOR WILL PERFORM THE FOLLOWING SERVICES:** (Please ensure any payment rate information, if required, is noted below)

Empty box for contractor services.

**Ministry Contact: (Please Print)**

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

**SIGNED, SEALED AND DELIVERED** in the presence of: HER MAJESTY THE QUEEN  
In the right of the Province of  
Saskatchewan, as represented  
By the minister of Environment

SIGNED: \_\_\_\_\_  
MINISTER DATE

**Note:** This is not an invoice.

Invoice will not be processed if service agreement(s) not completed.

\_\_\_\_\_  
CONTRACTOR DATE

## 1. Payment

- a) Payment will be made within 30 days after receipt of the invoice. The Government of Saskatchewan does not pay fees or interest on overdue accounts until 45 days past due.
- b) The Government of Saskatchewan is a GST exempt entity and, therefore, it is the Contractor's responsibility to ensure the minister is not charged GST.
- c) Payment by the minister under or pursuant to this Agreement is subject to an appropriation being made by the Legislature of the Province of Saskatchewan for the services to be provided under this Agreement in the fiscal year of the minister in which the liability to pay arises, as per section 33(2) of The Financial Administration Act, 1993 of the Province of Saskatchewan.

## 2. Indemnification

- a) The Contractor shall indemnify and save harmless the minister, the Government of Saskatchewan and all their respective employees, agents and representatives against all costs, claims and actions for bodily injury, death or property loss or damage arising from the operations or purported operations of the Contractor or its servants, employees, contractors or agents pursuant to this Agreement or from any failure by the Contractor to comply with this Agreement.

## 3. Assignment

- a) The Contractor shall not assign this Agreement or sub-contract any of the work without the prior written consent of the minister.

## 4. Labour and Wages

- a) The Contractor warrants that the Contractor and/or persons it employs is competent to perform the work, adequately trained, and meets the training standards set by the minister.
- b) The Contractor shall pay any assessments that may be required by The Workers' Compensation Act, 1979 and shall otherwise comply with that act where applicable and shall deliver to the minister if requested a certificate from the Workers' Compensation Board showing that the Contractor is registered and is in good standing with the Board prior to signing the contract.

- c) When the Contractor is not eligible for coverage with the Workers' Compensation Board, in accordance with paragraph b), the Minister shall deduct, from the Contractor's pay, the required premiums and submit such premiums to the Workers' Compensation Board.
- d) The Contractor acknowledges that it is an employer as defined in The Occupational Health and Safety Act and The Labour Standards Act, and that it shall, as condition of this Agreement, comply with the provisions of those acts, and any regulations from time to time made pursuant to those acts.

## 5. Termination

- a) Should the Contractor's performance be deemed unacceptable, the Minister reserves the right to cancel this Agreement without liability or notice.
- b) The minister may, at any time, terminate this Agreement without cause or reason by notifying the Contractor (using the above address) at least three (3) days before the performance of the Contract.
- c) If the notice is given personally or by facsimile shall be effective immediately, and if given by registered mail shall be effective three days after deposit in the mail duly addressed, registered, and postage prepaid.
- d) In the event of the termination of this Agreement prior to the Contractor performing the service the minister shall not be liable for any expenses incurred in preparation of the service.

## 6. Miscellaneous

- a) No amendment of this Agreement or waiver of any of the terms and provisions shall be valid unless effected in writing and signed by both parties.
- b) The Contractor is an independent contractor, independent of the Minister, and has no authority to act as an agent of the minister.
- c) Time shall be of the essence for this Agreement.