

**EMPLOYMENT AGREEMENT
(General)
(Short Form)**

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**EMPLOYMENT AGREEMENT
(General)
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EMPLOYMENT AGREEMENT, in connection with (hereinafter the “**Agreement**”) entered into in the City of, Province of, Canada.

BETWEEN: (*name of individual*), (*occupation*), domiciled and residing at (*civic number and street name*), in the City of (*name of city*), Province of (*name of province*), (*postal code*) doing business as (*business name*) (hereinafter the “**EMPLOYEE**”),

AND (*corporate name*), a legal person duly incorporated under the *Act* (*name of statute under which the corporation was incorporated*), having its principal place of business at (*civic number and street name*), in the City of (*name of city*), Province of (*name of province*), (*postal code*) (hereinafter the “**EMPLOYER**”) (at times collectively referred to as the “**PARTIES**”).

RECITALS

THE PARTIES DECLARE AS FOLLOWS:

- (A) The EMPLOYER is engaged in the business of (*identify business sector*);
- (B) The EMPLOYER wishes to retain the services of the EMPLOYEE as (*describe the position*), subject to the terms and conditions stipulated herein;
- (C) The EMPLOYEE declares that he¹ finds the salary and terms of employment offered by the EMPLOYER to be satisfactory;

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

0.00

INTERPRETATION

0.01 Definitions

¹ Rather than making reference to both genders (e.g. “he/she” or he[she]), this template has been drafted in the masculine form and the drafter should make the appropriate modifications if the employee is a woman.

EMPLOYEE	EMPLOYER

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Unless otherwise indicated herein or inconsistent with the context, capitalized words and expressions appearing in this agreement will be interpreted as follows:

0.01.01 Activities

means, with regard to the EMPLOYER, *(describe its principal business activities)*;

0.01.02 Agreement

means this agreement including its recitals and schedules, any related or ancillary documentation identified therein, as well as any amendments thereto that the PARTIES may make from time to time in accordance with Section 12.04 herein;

0.01.03 Confidential Information

means any information (commercial, technical, scientific, financial, legal, personal or other information) that a PARTY discloses [before and] during the Term of the Agreement and that the receiving PARTY, exercising reasonable business judgment, understands to be confidential, including, in particular, any information related to its Activities, business strategies and opportunities, finances, Intellectual Property, suppliers, clients or employees, but excludes:

- a) information known to the EMPLOYEE prior to the date of its disclosure;
- b) information known by or available to the public prior to the date of its disclosure;
- c) information that becomes known by or available to the public after the date of its disclosure and that does not result from a breach of the confidentiality undertaking by the EMPLOYEE;
- d) information independently produced by the EMPLOYEE;
- e) personal information provided by an individual when such information is being used for the purpose for which it was previously disclosed or any other purpose permitted by Law;

0.01.04 Improvements

refers to any change, updating, enhancing, or other form of improving the EMPLOYER's existing Intellectual Property as at the effective date of the Agreement;

0.01.05 Intellectual Property

EMPLOYEE	EMPLOYER