

**EMPLOYMENT AGREEMENT
(General)
(Long Form)**

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EMPLOYMENT 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 REFERRED TO AS 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*), and duly registered under the designating number in accordance with the Act (*name of the applicable statute governing the legal registration of the corporation*), represented by (*name of representative*), its (*title of representative*), duly authorized for the purposes hereof as indicated in the resolution of the sole director [OR board of directors], attached hereto as Schedule A;

HEREINAFTER REFERRED TO AS THE “EMPLOYER”;

HEREINAFTER 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;

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- (C) The EMPLOYEE declares that he¹ finds the salary and terms of employment offered by the EMPLOYER to be satisfactory;
- (D) The PARTIES wish to record the terms of their agreement regarding such purpose in a private instrument;
- (E) It is the intent of the PARTIES that their agreement be construed as a contract by mutual agreement.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

0.00 INTERPRETATION

0.01 Definitions

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 Breach

means:

- a) any misrepresentation, inaccuracy, error, or failure to disclose;
- b) any non-compliant performance or failure to perform an obligation; or
- c) any non-compliance, infringement, default or failure to satisfy any other provision;

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.

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0.01.04 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;

0.01.05 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;

0.01.06 Intellectual Property

means all the intellectual assets of any PARTY, including:

- a) those protected by contract, such as know-how, trade secrets, recipes and other similar assets; and
- b) those protected by any Law relating to patents, copyright, trademarks, industrial designs, integrated circuit topographies or plant varieties;

and includes any application made to a public authority for the purpose of securing intellectual property rights to such assets;

0.01.07 Law

EMPLOYEE	EMPLOYER