

# EMPLOYMENT AGREEMENT (Supply Manager)

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EMPLOYMENT AGREEMENT entered into in the City of \_\_\_\_\_, Province of \_\_\_\_\_ (insert name of province), Canada.

BETWEEN: V1 \_\_\_\_\_ (name of individual), \_\_\_\_\_ (occupation), domiciled and residing at \_\_\_\_\_ (insert civic number and street name), in the City of \_\_\_\_\_ (insert name of city), Province of \_\_\_\_\_ (insert name of province), \_\_\_\_\_ (postal code);

OR

V2 \_\_\_\_\_ (corporate or business name), a legal person duly incorporated pursuant to the \_\_\_\_\_ Act (name of statute under which the corporation was incorporated), having its principal place of business at \_\_\_\_\_ (insert civic number and street name), in the City of \_\_\_\_\_ (insert name of city), Province of \_\_\_\_\_ (insert name of province), \_\_\_\_\_ (postal code);

OR

V3 \_\_\_\_\_ (corporate or business name), a legal person duly incorporated pursuant to the \_\_\_\_\_ Act (name of statute under which the corporation was incorporated), having its head or registered office at \_\_\_\_\_ (insert civic number and street name), in the City of \_\_\_\_\_ (insert name of city), Province of \_\_\_\_\_ (insert name of province), \_\_\_\_\_ (postal code), represented by \_\_\_\_\_ (name of representative), its \_\_\_\_\_ (title of representative), duly authorized for the purposes hereof;

OR

V4 \_\_\_\_\_ (corporate or business name), a legal person, duly incorporated pursuant to the \_\_\_\_\_ Act (name of statute under which the corporation was incorporated), having its head or registered office at \_\_\_\_\_ (insert civic number and street name), in the City of \_\_\_\_\_ (insert name of city), Province of \_\_\_\_\_ (insert name of province), \_\_\_\_\_ (postal code), and duly registered under number \_\_\_\_\_ ( ..... ) in accordance with \_\_\_\_\_ (insert name of statute pursuant to which the entity is registered), represented by \_\_\_\_\_ (name of representative), its \_\_\_\_\_ (title of representative), duly authorized for the purposes hereof as he/she so declares [or as indicated in the resolution of the [sole director or board of directors]];

HEREINAFTER REFERRED TO AS “EMPLOYER”;

AND: \_\_\_\_\_ (name of individual), \_\_\_\_\_ (occupation), domiciled and residing at \_\_\_\_\_ (insert civic number and street name), in the City of \_\_\_\_\_

EMPLOER	SUPPLY MANAGER

..... (insert name of city), Province of ..... (insert name of province), ..... (postal code);

HEREINAFTER REFERRED TO AS "SUPPLY MANAGER";  
HEREINAFTER COLLECTIVELY REFERRED TO AS THE "PARTIES".

RECITALS

THE PARTIES MAKE THE FOLLOWING REPRESENTATIONS:

- (A) EMPLOYER operates a ..... business (summary description of its activities);
- (B) For internal management purposes, EMPLOYER has created a position of supply manager that it wishes to fill;
- (C) ..... (name of manager) declares that he fulfils the required qualifications to perform the duties of supply manager of EMPLOYER;
- (D) After having examined the candidacy, EMPLOYER has accepted to appoint ..... as supply manager and the latter accepts to take on such responsibilities;
- (E) The PARTIES wish to set out in writing the terms of their agreement regarding such purpose;
- (F) It is the intent of the PARTIES that their agreement be construed as a contract by mutual agreement.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

0.00 INTERPRETATION

0.01 Definitions

Unless otherwise indicated, capitalized words and expressions appearing in the Agreement shall be interpreted or construed as follows:

0.01.01 Activities

EMPLOYER	SUPPLY MANAGER

means ..... (identify business sector) of EMPLOYER and includes any other activity related thereto and any new field of activity in which the EMPLOYER may carry on business from time to time during the term of the Agreement;

**0.01.02 Admissible Expenses**

means any expense incurred by SUPPLY MANAGER in the performance of his duties which does not exceed the sums provided for in the Budget;

**0.01.03 Agreement**

means this agreement including its recitals and schedules, any related or ancillary agreement or document identified therein, as well as any amendment made thereto from time to time by the PARTIES in compliance with Section 12.05; the terms “herein”, “hereof”, “hereto”, “herewith”, “hereunder”, “hereby” and other similar terms, when used in the Agreement, shall generally refer to the agreement as a whole rather than to a specific part thereof, unless otherwise indicated in the text;

**0.01.04 Best Effort**

means the efforts which a prudent Person desirous of achieving a result would use in similar circumstances to maximize, to the extent reasonably practicable, the probability that a result will occur and includes state of the art as it relates to any trade or profession in addition to generally acknowledged best practices in a field of activity;

**0.01.05 Board of Directors**

refers to the board of directors of EMPLOYER, and includes any executive committee or other committee created by the board of directors in compliance with the by-laws of EMPLOYER;

**0.01.06 Budget**

refers to, for any specific Fiscal Year, the duly approved operating budget of EMPLOYER setting out the projected revenue, costs and earnings/losses for that year;

**0.01.07 Change in Control**

means, in relation to any PARTY to the Agreement whose legal status is that of a business corporation, any one of the following events:

- (a) the direct or indirect acquisition by any Person or entity of securities of such a corporation representing more than FIFTY PERCENT (50%) of the corporation’s voting rights;

EMPLOYER	SUPPLY MANAGER

- (b) an agreement for the sale or disposition of all or substantially all of such a corporation’s assets;
- (c) a reorganization of such corporation leading to an assignment of a PARTY’s rights in the Agreement to a Related Person;
- (d) a merger of such a corporation; or
- (e) the approval by the shareholders of such a corporation of a plan for its complete liquidation;

**0.01.08 Client**

means any Person to whom EMPLOYER supplies goods or services;

**0.01.09 Code of Conduct**

refers, as the case may be, to the current or future employee’s manual establishing EMPLOYER’s internal policies as adopted by the Board of Directors and revised from time to time;

**0.01.10 Confidential Information**

means any commercial, technical, scientific, financial, legal, personal or other information disclosed by a PARTY relating to the disclosing PARTY’s business activities, strategies or opportunities, Intellectual Property, Suppliers, customers, financial condition or employees which, at the time of disclosure, is designated as confidential, is disclosed in confidence, or would be understood by the receiving PARTY, exercising reasonable business judgment, to be confidential, but excludes:

- (a) information known to the receiving PARTY before the date on which it is received;
- (b) information known by the public or available to the public before the date on which it is received;
- (c) information which becomes known by or available to the public after the date on which it is received and which does not result from a breach of confidentiality on the part of the receiving PARTY;
- (d) information received at any time by a Person not bound to one of the PARTIES by an undertaking of confidentiality with regard to such information;
- (e) information independently produced by the receiving PARTY;

EMPLOYER	SUPPLY MANAGER