


<b>EIFS Quality Assurance Program Inc. (EQI)</b>  	Ref./Title <b>EQI Auditor Standing Offer and Agreement</b> Document No. <b>200-30 Rev 3</b>	
	Date Issued: August 14, 2009	Revision Date: February 1, 2010

# STANDING OFFER AND AGREEMENT CONTRACT



Exterior Insulation Finish Systems Quality Assurance Auditor

for the

## EQI Quality Assurance Program

THIS AGREEMENT made in duplicate on \_\_\_\_\_ between:

Auditor Name

\_\_\_\_\_ *(hereinafter referred to as "Auditor")*

Mailing Address

\_\_\_\_\_


Telephone Number

\_\_\_\_\_

This document confirms that the Auditor shall perform audit services for the EQI. The purpose of this document is to outline the duties and responsibilities of the Auditor.

### 1. Independent Contractor

- 1.1. The auditor shall be employed by an EQI Licensed Auditor firm in good standing with EQI and the EIFS Council.
- 1.2. Subject to the terms and conditions of this Agreement, EQI hereby engages the Auditor as an independent contractor to perform the services set forth herein, and the Auditor hereby accepts such engagement. The Auditor represents, warrants, and agrees that they are an independent contractor and not an employee of EQI and will not hold themselves out as such. Since the Auditor is an independent contractor, the Auditor agrees that they shall be liable for all taxes and withholdings of any nature whatsoever applicable to the payment of compensation, whether current or deferred, for his services under this contract. Further, the Auditor will indemnify and hold EQI harmless for any such taxes or withholding for which EQI may be determined to be liable.
- 1.3. The Auditor as an independent contractor shall supply EQI with federal Goods and Services Tax (GST) number or EQI shall not pay GST to the Auditor.
- 1.4. The Auditor shall be liable for any and all liabilities, losses, claims, demands, actions, judgments, costs and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the

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provision by the Auditor of the services contemplated by this agreement and shall indemnify and hold harmless EQI from such.

## 2. Term and Compensation


- 2.1. The Auditor's term of engagement, compensation and provisions for payment thereof shall be as set forth by this agreement. (Exhibit B), which may be amended in writing from time to time or supplemented and which collectively are hereby incorporated by reference.
- 2.2. Notwithstanding the aforementioned division of payments, if the Auditor fails or is unwilling to complete the duties of the Agreement or is unwilling to complete such to the acceptance of EQI, no monies will be paid to the Auditor and they shall have no further claim against EQI for any monies due and owing pursuant to this Agreement.

## 3. Contract Position

- 3.1. Except as otherwise specifically provided in this Agreement, the Auditor's duties and responsibilities, and other terms and conditions of contract shall be determined by, and from time to time may be changed by EQI, at its sole discretion. The Auditor acknowledges that they will be available for daytime audits, and may be required for evening and weekend audits as scheduled by EQI.
- 3.2. The Auditor shall devote their full business time, attention, energies, abilities and best effort to the performance of the Auditor's duties and responsibilities as a contractor of EQI, and shall comply with all rules, regulations, procedures, instructions, and amendments thereto, as may be issued by EQI from time to time.
- 3.3. During the term of this agreement, the Auditor shall not directly or indirectly, as an employee, employer, consultant, agent, principal, stockholder, officer, director, or in any other individual or representative capacity, engage in any business or activities that are competitive in any manner whatsoever with those of EQI.
- 3.4. The Auditor shall become certified by Building Professionals Quality Institute, Inc. (BPQI) as an auditor.
- 3.5. The Auditor shall maintain their certified status during the full term of this agreement.
- 3.6. The Auditor agrees that EQI and its assigns may use photographs of the Auditor, either during or after their contract term, with or without using the Instructor's name, for whatever purposes EQI deems necessary.

## 4. Responsibilities

- 4.1. The Auditor's responsibilities and duties shall be set by EQI (Exhibit A), which may be amended or supplemented in writing from time to time.

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4.2. The auditor shall obtain testing and inspection equipment as outlined by the CAN/ULC S 705.2 Installation Standard and approved by EQI.

4.3. EQI may provide the Auditor with special auditor equipment and/or material as may be required at EQI's discretion. All materials, resources, tools, and equipment shall remain the property of EQI. The Auditor shall be required to reimburse EQI for costs involved in replacing such items if it is determined that loss or damage to these is a result of willful neglect, misuse or destruction.

**5. Supervision, Authority, and Policy**

5.1. The Auditor shall be responsible and accountable directly to the Manager of the Quality Assurance Program for completion of all duties and responsibilities as outlined in Exhibit A.

5.2. The Auditor shall abide by the EQI Policy and Procedure Guide for Auditors for professional and acceptable conduct.

**6. Expenses**

6.1. The Auditor shall not incur expenses on behalf EQI and/or the Quality Assurance Program without the express prior written approval of the Manager.


6.2. By signing this Agreement, the Auditor fully authorizes EQI to deduct any personal, unapproved, or non-allowable purchases/expenditures/expenses from any monies owing to the Auditor, including, but not limited to, compensation.

**7. Written Reports**

7.1. EQI requires that the Audit Report is submitted to EQI in a timely manner and that the Audit Report be fully and accurately completed. EQI reserves that right to withhold compensation until such time as the Audit Report is deemed acceptable by the EQI. Audit Report shall be submitted electronically to the EQI office. The results of the reports are deemed confidential, and the auditor agrees not to discuss, disclose, nor disseminate information to any individual other than EQI.

**8. Confidentiality**

8.1. The Auditor acknowledges that during the engagement they will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by EQI and/or used by EQI in connection with the operation of its business including, without limitation, EQI's business and product processes, methods, customer lists, accounts and procedures. The Auditor agrees that they will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with EQI. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of EQI, whether prepared by the Auditor or otherwise coming into their possession, shall remain the exclusive property of EQI. The Auditor shall not retain any copies of the foregoing without EQI's prior written permission. Upon

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the expiration or earlier termination of this Agreement, or whenever requested by EQI, the Auditor shall immediately deliver to EQI all such files, records, documents, specifications, information, and other items in their possession or under their control. The Auditor further agrees that they will not disclose the terms of this Agreement to any person without the prior written consent of EQI and shall at all times preserve the confidential nature of their relationship to EQI and of the services hereunder.

8.2. Confidential information includes, but is not limited to, any information relating to EQI's organizational structure, marketing philosophy and objectives, project plans, data models, strategy and vision statements, business initiatives, business requirements, systems design, methodology, processes, competitive advantages and disadvantages, financial results, product features, systems, operations, technology, customer lists and other information which would give EQI an opportunity to obtain an advantage over its competitors, or which EQI is ethically obligated to protect from unauthorized sources.

## 9. Return of Materials

9.1. All materials (including any copies or duplicates thereof), resources, tools, equipment, and other EQI property, whether prepared by the Auditor or otherwise coming into Auditor's possession, shall be and remain the exclusive property of EQI and shall be turned over to EQI immediately upon termination of the Auditor's standing offer, unless written consent to the contrary is obtained from EQI's Manger. Upon demand by EQI, the Auditor shall promptly return all EQI property to the address selected by EQI at no expense to EQI.


## 10. Termination

10.1. EQI may terminate this Agreement at any time, with or without cause. In addition, if the Auditor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive by EQI, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, EQI at any time may terminate the engagement of the Auditor immediately and without prior written notice to the Auditor.

10.2. The Auditor shall have the right to terminate the Agreement at any time, with or without cause, by giving EQI ten (10) calendar days' notice (hereinafter "Notice Period") of termination in writing. Unless otherwise agreed in writing by EQI's appointed officer, the Auditor: (a) shall continue to perform Auditor's duties during the entire Notice Period, and (b) shall fully cooperate with EQI in all matters relating to the winding up of the Auditor's pending work on behalf of EQI, the orderly transfer of any such work to other EQI auditors. The Auditor's compliance with the provisions of this paragraph shall in no way relieve the Auditor of the Auditor's separate and independent obligations under any other paragraph of this Agreement.

10.3. EQI specifically reserves the right to terminate the standing offer of an Auditor from whom it has received the written notice of termination required above, prior to expiration of the Notice Period.

10.4. For purposes of this Agreement, "cause" for the Auditor's termination shall include, but not be limited to: (a) continued incompetence, substandard productivity, or unsatisfactory performance or

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attendance, after receipt of at least one (1) written warning from the EQI Manager regarding the same, (b) violation of EQI's rules, regulations, procedures or instructions (whether written or verbal) relating to the conduct of auditors, breach of any provision of this Agreement, (d) insubordination, (e) dishonesty, (f) commission of any criminal offense, and (g) using, possessing, or being impaired by or under the influence of alcohol, illegal drugs, or controlled substances while representing EQI.

**11. Conflicts of Interest; Non-hire Provision**

11.1. The Auditor represents that they are free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Auditor and any third party. Further, the Auditor, in rendering their duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which they do not have a proprietary interest.

**12. Insurance**

12.1. The Auditor shall carry liability insurance (including errors and omissions, if warranted) relative to any service that they perform for EQI. The auditor shall be responsible for Workers Compensation coverage and shall carry this coverage while performing any audits/and or services for EQI.

12.2. Insurance coverage required shall be a minimum of \$2,000,000 General Liability Insurance with a minimum of \$1,000,000 per occurrence and \$1,000,000 Professional Liability Insurance.

**13. Successors and Assigns**

13.1. All of the provisions of this Agreement shall be binding upon and indure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

**14. Choice of Law**

14.1. The laws of the Province of Manitoba shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

**15. Headings**

15.1. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

**16. Waiver**

16.1. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

**17. Assignment**

17.1. The Auditor shall not assign any of their rights under this Agreement, or delegate the performance of any of their duties hereunder, without the prior written consent of EQI.



**18. Notices**

18.1. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in Canada mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in Canada mail addressed to the party to whom such notice, demand or other communication is to be given.

18.2. Any party hereto may change its address for purposes of this paragraph by written notice.

**19. Modification or Amendment**

19.1. No amendment, change or modification of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

**20. Entire Understanding**

20.1. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

**21. Unenforceability of Provisions**

21.1. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

Agreed to by:

**Auditor:**

\_\_\_\_\_  
Auditor Signature

\_\_\_\_\_  
Print Name


\_\_\_\_\_  
Date

For  
**EQI**

\_\_\_\_\_  
EQI Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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## SCHEDULE A

### AUDITOR PRIMARY DUTIES

**The Auditor shall:**

1. Organize and schedule audits under the direction of the EQI
2. Fully and accurately complete the latest version of the EQI Audit Form
3. Submission of the Audit Form electronically to EQI in a timely manner, along with photo log.
4. Obtain, maintain and use the testing equipment and procedures prescribed by EQI.
5. Keep confidential all information and data, results of the audit, project values, demerit points, etc
6. Follow the EQI procedure and policy for EQI licensed auditors and any changes, amendments or revisions to these procedures.
7. Submit expenses for travel on EQI's travel expense claim form with all receipts attached in an organized manner
8. Submit an invoice for audits performed to the EQI office, as a minimum, on a monthly basis

**The Auditor shall not be responsible for:**


1. Design review including checking that the selected EIF system meets Building Code requirements.
2. Modifications to existing problematic or missing design details. Suggestions can be made but the decision to make a detail change is the responsibility of the design authority. The auditor reserves the right to request clarification from the EQI licensed contractor for incomplete or problematic details. It will be expected that this clarification will come from the design authority. For standard installation details requiring clarification, the EQI licensed manufacturer will be contacted. Such clarifications are to be documented by the Auditor.
3. Review or approval of the substrate conditions.
4. Concealed conditions components installed prior to the auditors visit.
5. Performing an audit if there is improper safety practices observed (i.e. no engineered swing stage or scaffolding design). Travel time and expenses would still apply.
6. Deficiencies that are documented but not corrected by the EQI licensed contractor.

The Auditor shall report directly to the EQI Manager and to any other party designated by EQI in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by EQI.

*Check (☐) the box below left and initial as indicated on the right to indicate your acceptance of the above Auditor Primary Duties.*

I have read, understand and will comply with the above list of Auditor Duties.

\_\_\_\_\_  
Auditor Initials

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**SCHEDULE B**

**TERM AND COMPENSATION**


**TERM**

This engagement shall commence on the date of signing this agreement and shall continue in full force and effect through the time period of this Agreement.

**COMPENSATION**

As compensation for the services rendered pursuant to this Agreement, EQI shall pay the Auditor.



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**Audit Rate**

**Rate**

**Guidelines**

Proposed Fee Schedule:  
 Travel time includes both out and back.  
 Mileage rates identified below have been incorporated in the following audit rates.

- Fee 1, 2 hours travel; \$800.00
- Fee 2, 4 hours travel; \$1,100.00
- Fee 3, 6 hours travel; \$1,400.00
- Fee 4, 8 hours travel, \$1,700.00

Additional \$125.00 per hour to be added over and above.

**Travel Costs**

Kilometer rate: \$0.52/km for the first 5,000 km and \$0.46 thereafter

**Maximum Meal Rate\***

Breakfast, Lunch & Dinner \$65.00 (maximum) Federal posted rates.

Maximum Room Rate (Hotel) Best Western or comparable.

Maximum Air Fare Rate\*\* Best fare possible. i.e. Tango™ or Tango Plus™ or comparable or approval by EQI.

\* All travel expenses for food and meals are to include the original receipts attached to the travel expense form. Payment is made on actuals only, not the maximum rate.

\* Non-approved meal expenses include alcoholic beverages.

\*\*in any event, the auditor is to acquire a "best rate" for airfare and is to take all reasonable steps to secure a reasonable rate, such as, but not limited to: booking one or two weeks in advance, sourcing airline rates from a number of providers, etc.

Such compensation shall be payable within 30 days of receipt of Auditor's invoice for services rendered and supported by proper documentation. At no time shall audit costs or expenses be paid for where the required Audit Report has not been received by EQI for any reason.