

Manitoba Consulting Agreement

1. JURISDICTION & CONTROLLING LAW

A Manitoba Consulting Agreement (frequently executed as an Independent Contractor Agreement) is primarily governed by the common law of contract in the Province of Manitoba, supplemented by specific provincial statutes that regulate work relationships, corporate structures, and business operations.

Primary Statutory Boundary Framework: The Employment Standards Code, C.C.S.M. c. E110. This statute defines the strict legal boundary between an employee and an independent contractor.

Worker Safety & Liability Framework: The Workers Compensation Act, C.C.S.M. c. W200. This act regulates whether a consultant or their personnel are classified as workers under provincial insurance mandates.

Corporate & Signatory Framework: The Corporations Act, C.C.S.M. c. C225 (governing corporate consultants) and **The Business Names Registration Act, C.C.S.M. c. B110** (governing sole proprietors operating under a trade name).

2. STATUTORY MATRIX

Topic	Rule	Statute
Execution Formalities (Witnesses)	No statutory requirement; governed by general contract law. Witnesses not required.	No statutory requirement.
Notary Public Requirements	No statutory requirement. A notary acknowledgment is not required.	No statutory requirement.
Electronic Execution & Signatures	Electronic signatures legally recognized as equivalent to wet-ink signatures.	The Electronic Commerce and Information Act, C.C.S.M. c. E55, s. 19
Age of Capacity	Individuals must be 18 years old (age of majority) to enter a binding commercial agreement.	The Age of Majority Act, C.C.S.M. c. A70, s. 1
Clearance Certificate & Assessment Liability	Principals can be held liable for a contractor's unpaid WCB premiums unless a clearance certificate is obtained before final payment.	The Workers Compensation Act, C.C.S.M. c. W200, s. 74 & 75

3. MANDATORY DISCLOSURES

General Disclosure Phrasing

No statutory requirement; governed by general contract law. Manitoba legislation does not mandate any specific boilerplate text or statutory warnings within a private commercial consulting agreement to make it valid.

Common Law Operational Mandate

Manitoba courts, the Manitoba Labour Board, and the Canada Revenue Agency (CRA) look past the literal text to the factual reality of the relationship. The agreement must clearly express the Total Relationship Test criteria:

Control: The consultant retains control over schedules, methods, and execution.

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Ownership of Tools: The consultant provides their own equipment, software, and tools.

Financial Risk: The consultant faces a genuine chance of profit and risk of commercial loss.

4. FILING & REGISTRATION REQUIREMENTS

A Manitoba Consulting Agreement is strictly a **private contract** and does not need to be filed, registered, or recorded with any provincial government body to be legally effective.

Business Name Registration Nuance: If the consultant operates under a trade name other than their legal name, that name must be registered with the **Manitoba Companies Office** under **The Business Names Registration Act, C.C.S.M. c. B110**. Failure constitutes a statutory offence and limits legal proceedings under that name.

5. CRITICAL OPERATIONAL LIMITS & PROHIBITIONS

Prohibition on Waiving Minimum Employment Standards: Under **The Employment Standards Code, C.C.S.M. c. E110, s. 4**, parties cannot contract out of minimum statutory employee rights. Any waiver clause is **void and unenforceable** if misclassification is found.

Unenforceable Restrictive Covenants (Non-Competes): Post-contractual non-compete clauses are void under Manitoba common law if ambiguous or overly broad. Manitoba courts strike the entire unreasonable clause rather than modify it.

Prohibition on Waiving Workers Compensation Rights: Under **The Workers Compensation Act, C.C.S.M. c. W200**, any provision waiving a worker's right to compensation is strictly **void**.

CONSULTING AGREEMENT

I. THE PARTIES. This Consulting Agreement is made effective as of:

Consultant Name:

Consultant Mailing Address:

Client Name:

Client Mailing Address:

II. SERVICES. Consultant agrees to provide the following Services:

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III. TERM. The Services shall commence on:

The Agreement shall end: *(check one)*

☐ On the date of:

☐ At completion of the Services performed.

☐ Upon either party terminating with days' notice.

☐ Other:

IV. COMPENSATION. The Consultant is to be paid: *(check all that apply)*

☐ Per Hour: \$ /hour

☐ Per Job: \$ for completion of Services.

☐ Commission: % based on:

☐ Other:

V. PAYMENT METHOD. Consultant shall be paid: *(check one)*

☐ On a recurring schedule - Frequency:

Starting on:

☐ At completion of the Services performed.

☐ Upon the Client receiving an Invoice from the Consultant.

☐ Other:

VI. RETAINER. The Client is: *(check one)*

☐ Required to pay a Retainer of \$

The Retainer is:

☐ Refundable.

☐ Non-Refundable.

☐ Not required to pay a Retainer.

VII. CONTINGENCY. As part of the Consultant's Pay: *(check one)*

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☐ There SHALL be a contingency-fee arrangement:

Percentage: % or Flat Fee: \$ for:

☐ There SHALL NOT be a contingency-fee arrangement.

VIII. EXPENSES. The Consultant shall be: *(check one)*

☐ Responsible for ALL expenses (CPP/EI, taxes, operating costs, etc.).

☐ Responsible for ONLY the following expenses:

☐ Responsible for NO expenses.

IX. DISPUTES. If any dispute arises under this Agreement, the Consultant and the Client shall negotiate in good faith to settle such dispute. If the parties cannot resolve such disputes themselves, then either party may submit the dispute to mediation by a mediator approved by both parties. If the parties cannot agree on a mediator, they shall submit the dispute to arbitration by any mutually acceptable arbitrator in the Province of Manitoba. The costs of the arbitration proceeding shall be borne according to the decision of the arbitrator. Failing arbitration, either party may resort to litigation in the courts of Manitoba.

X. LEGAL NOTICE. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in-person or deposited with Canada Post via Registered Mail with return receipt. If different from the mailing address in Section I, enter below:

Client's Notice Address:

Consultant's Notice Address:

XI. RETURN OF RECORDS. Upon termination of this Agreement, the Consultant shall deliver all records, notes, and data that are in the Consultant's possession and that are the Client's property or relate to the Client's business.

XII. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

XIII. INDEPENDENT CONTRACTOR STATUS. The Consultant is an independent contractor. The Canada Revenue Agency (CRA) worker classification guidelines shall be used as a reference. The Consultant: (a) has the right to perform Services for others; (b) has sole right to control and direct the means, manner, and method of Services; (c) has the right to hire subcontractors; (d) will not be required to wear Client uniforms; (e) will not receive training from the Client for professional skills; (f) need not devote full-time to the Client's work.

XIV. PROVINCIAL AND FEDERAL LICENCES. The Consultant represents and warrants that all employees and personnel shall comply with federal, provincial, and municipal laws requiring any licences, permits, and certificates necessary to perform the Services under this Agreement.

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XV. PAYMENT OF TAXES. The Client shall not be responsible for: (a) withholding Canada Pension Plan (CPP) contributions, Employment Insurance (EI) premiums, or any other source deductions; (b) making federal or provincial employment insurance contributions on the Consultant's behalf; or (c) making payments of income taxes or self-employment taxes incurred by the Consultant. Upon demand, the Consultant shall provide proof that such payments have been made.

XVI. EMPLOYEES COMPENSATION. The Consultant is solely responsible for: (a) Employee Benefits including retirement plans, health insurance, vacation, sick pay, and any other benefits; (b) Employment Insurance (EI) contributions on behalf of their employees; and (c) Workers Compensation (WCB) coverage in accordance with The Workers Compensation Act, C.C.S.M. c. W200.

XVII. INDEMNIFICATION. Consultant shall release, defend, indemnify, and hold harmless Client and its officers, agents, and employees from all suits, actions, or claims arising out of services provided under this Agreement, including claims for personal injury, property damage, or infringement of copyright, patent, or other proprietary rights.

XVIII. CONFIDENTIALITY & PROPRIETARY INFORMATION. The Consultant will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without prior written permission, except as necessary to perform the Services. All Work Product created under this Agreement is the sole property of the Client.

XIX. ASSIGNMENT AND DELEGATION. The Consultant may assign rights and delegate duties to subcontractors. The Consultant remains liable for all work performed by any Subcontractor and shall hold the Client harmless of any liability in connection with such work.

XX. GOVERNING LAW. This Agreement shall be governed under the laws of the Province of Manitoba and the federal laws of Canada applicable therein. The parties attorn to the exclusive jurisdiction of the courts of Manitoba.

XXI. SEVERABILITY. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining provisions shall be deemed legally binding unless a court of competent jurisdiction determines otherwise.

XXII. ADDITIONAL TERMS & CONDITIONS.

XXIII. ENTIRE AGREEMENT. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties and supersedes any prior agreements, promises, conditions, or understandings. This Agreement may be modified or amended only if the amendment is made in writing and signed by both parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates written hereunder.

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Consultant's Signature:

Date:

Print Name:

Client's Signature:

Date:

Print Name: