

[NOTE: THIS IS A SAMPLE AGREEMENT ONLY. IT CONTEMPLATES THAT THE ASSOCIATE IS AN INDIVIDUAL. THIS SAMPLE AGREEMENT SHOULD NOT BE USED IF THE ASSOCIATE IS A CORPORATION. DENTISTS SHOULD OBTAIN INDEPENDENT LEGAL ADVICE WITH RESPECT TO THEIR PARTICULAR CIRCUMSTANCES BEFORE ENTERING INTO AN ASSOCIATE AGREEMENT. THE AGREEMENT SHOULD BE EXECUTED BY THE PARTIES BEFORE THE ASSOCIATE COMMENCES EMPLOYMENT.]

ASSOCIATE EMPLOYMENT AGREEMENT

BETWEEN:

[Employer]
(hereinafter the "Employer")

AND

[Associate]
(hereinafter the "Associate")

WHEREAS the Employer wishes to employ the Associate and the Associate wishes to be employed and the Employer and the Associate have agreed to enter into an employment relationship on the terms and conditions set out in this Employment Agreement;

AND IN CONSIDERATION of the mutual covenants contained herein and other good and valuable consideration, including but not limited to the employment of the Associate and the salary and the benefits to be received by the Associate, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1: INTERPRETATION

1. In this agreement:
 - (a) "Billings" means, for any particular month, the amounts received during such month on account of billings rendered in respect of Services performed by the Associate, less all laboratory costs incurred in respect of such Services. Billings shall not include any amount billed in respect of activities performed by a dental hygienist.
 - (b) "Board" means the Provincial Dental Board of Nova Scotia;

- (c) "Dental Laws" means, to the extent that they have the force of law, the *Dental Act* (Nova Scotia), the *Dental Hygienists Act* (Nova Scotia), the *Dental Technicians Act* (Nova Scotia), the *Health Services and Insurance Act* (Nova Scotia), the *Insured Health Services Act* (Nova Scotia), and the published rules, regulations and policies of any governmental authority administering such laws, including without limitation the Code of Ethics Regulations under the *Dental Act* (Nova Scotia), as well as all requirements, policies, directives, guidelines, guidances, principles, rulings, bylaws, orders, decisions, interpretations, administrative views and codes and practices of the Board;
- (d) "Dentistry" and "Licensed Dentist" have the same meanings as set out in the *Dental Act* (Nova Scotia), as amended from time to time;
- (e) "Fees" shall have the meaning established in Article 6;
- (f) "month" means calendar month;
- (g) "Patient Records" means all patient lists, files, records, electronic data, x-rays, models, billing information, and charts, relating to any and all patients of the Practice and any and all patients who are otherwise treated by the Associate pursuant to this Agreement (the "Patient Records")
- (h) "Practice" means the professional dental practice carried on by the Employer at [insert] and/or such other location or locations that the Employer and the Associate may mutually agree upon in writing from time to time;
- (i) "Services" means the practice of Dentistry and activities related to or ancillary to the practice of Dentistry.

ARTICLE 2: TERM

1. This Employment Agreement shall commence on [date] and continue unless and until terminated by either party as provided in this Agreement (the "Term").

ARTICLE 3: POSITION

1. **Position.** The Employer hereby employs the Associate to perform the Services at the Practice on the terms and conditions set out herein.
2. **Duties and Responsibilities.**
 - (a) The Associate shall report to [insert].

- (b) The Associate shall perform such duties and shall have such authority as are reasonably commensurate with the position and as may be assigned.
 - (c) The Associate shall at all times act with loyalty and honesty and exercise reasonable care, skill and diligence in carrying out the Associate's duties, consistent with such standards as would be expected from a person with the Associate's qualifications and expertise.
 - (d) The Associate represents that [he/she] has the required skills and experience to perform the duties required.
3. **Place of Work.** The Associate shall work out of the Practice.
4. **Hours of Work and Emergency Coverage.** The Associate will work from [redacted] a.m. to [redacted] p.m., [redacted] to [redacted]. The Employer and the Associate may mutually agree from time to time to vary the Associate's scheduled hours of practice, having due regard to the professional obligations of the Associate and the Employer to their patients. The Associate agrees to participate in any reasonable emergency treatment protocol created or amended by the Employer from time to time, which may require the Associate to work holidays, evenings and weekends.
5. **Full Time and Attention.**
- (a) Subject to Article 3(5)(b), the Associate agrees to devote [his/her] full time and attention to the affairs of the Employer.
 - (b) Nothing in this Employment Agreement shall preclude the Associate from performing Services for other dental practices, provided that:
 - (i) the Associate must disclose [his/her] intention to perform such Services and the identity of the other dental practice to the Employer in advance of providing any Services to another dental practice;
 - (ii) such activities do not materially interfere with the proper performance of the Associate's duties and responsibilities under this Agreement; and
 - (iii) such activities do not contravene the Associate's non-competition and/or non-solicitation obligations outlined in Article 10.

ARTICLE 4: COMPLIANCE WITH LAWS

- 1. The Associate represents and warrants that [he/she] is a Licensed Dentist.
- 2. The Associate agrees to promptly notify the Employer:

- (a) if [he or she] ceases to be a Licensed Dentist;
 - (b) of any complaint, investigation or claim by any governmental or other authority having jurisdiction over the Associate in [his/her] capacity as a dentist;
 - (c) of any complaint, investigation or claim in respect of the Associate by any patient, insurance company or other person relating in any way to the Associate's performance of the Services.
3. The Employer represents and warrants that [he/she/it] is a [INSERT: Licensed Dentist/ corporation issued a permit by Board to carry on the practice of Dentistry in the Province of Nova Scotia/other applicable descriptor of the employer and its authority to practice Dentistry].
 4. The Employer agrees to promptly notify the Associate if [he/she/it] ceases to be a [INSERT: Licensed Dentist/ corporation, issued a permit by Board to carry on the practice of Dentistry in the Province of Nova Scotia/other applicable descriptor of the employer and its authority to practice Dentistry].
 5. The Associate and the Employer shall comply with all applicable laws and regulations, including without limitation the Dental Laws, at all times during the Term in the performance of Services and their obligations under this Agreement.

ARTICLE 5: PATIENTS, FEES AND BILLING

1. The Employer will use best efforts to ensure that patients and dental procedures are assigned and distributed to the Associate fairly and in a manner consistent with the Associate's skills and abilities.
2. The Associate shall have exclusive control over the diagnosis and treatment of patients to whom the Associate provides Services. The Associate shall exercise the Associate's professional judgment and discharge [his/her] professional obligations in respect of the diagnosis and treatment of patients.
3. **Ownership of Patient Records.** The parties acknowledge and agree that all Patient Records are the exclusive property of the Employer. If Associate's employment with the Employer is terminated for any reason, the Associate undertakes, covenants and agrees to leave all Patient Records, including all copies of Patient Records, with the Employer.
4. **Access to Patient Records.** Notwithstanding the provisions of Article 5(3), following the termination of the Associate's employment with the Employer for any

reason, the Employer shall promptly provide the Associate with copies of Patient Records at the expense of the Employer:

- (a) if a current or former patient authorizes the Employer in writing to provide a copy of the Patient Records in respect of that patient to the Associate;
 - (b) if such Patient Records are reasonably required by the Associate for the purpose of the Associate's involvement in regulatory or legal proceedings.
5. **Referrals.** The Associate shall refer patients to specialists, and laboratory work to laboratories, that are mutually acceptable to the Employer and the Associate.
 6. **Fee Schedule.** The Employer shall be responsible for determining the fee schedule for all Services provided to patients. The Associate may depart from the fee schedule if necessary to comply with applicable laws and professional obligations, including without limitation the Dental Laws.
 7. **Billing and Collections.** The Employer shall be solely responsible for all billing and collections. The Employer shall promptly render invoices in respect of all Services performed by the Associate, and use its best efforts to collect all accounts receivable arising from such Services.

ARTICLE 6: COMPENSATION AND BENEFITS

[Note: Associates are compensated in a myriad of ways. This is only one example of a possible compensation structure.]

1. **Salary.** The Employer shall pay the Associate a salary of \$[insert] (Canadian) annually, less all deductions required by law. The salary will be paid bi-weekly.
2. **Fees.**
 - (a) The Employer shall, no later than the 15th day of every month:
 - (i) pay to the Associate compensation in an amount equal to [insert percentage] of the Associate's Billings for the immediately preceding month, less all deductions required by law (the "Fees");
 - (ii) deliver to the Associate a written statement detailing the Associate's Billings for the immediately preceding month and the manner in which the Fees were calculated.

- (b) The Associate shall be entitled to review the Employer's records relating to the Associate's Billings and Fees upon reasonable prior notice given by the Associate to the Employer.
3. **Vacation.** The Associate shall be entitled to [insert] weeks' paid vacation annually. Vacation must be approved in advance by the Employer and is subject to the operational requirements of the Employer.
 4. **Holidays.** In addition to vacation entitlement, the Employer provides the following paid statutory and general holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Natal Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.
 5. **Sick Leave.** The Associate shall be entitled to take [redacted] paid sick leave days per [redacted], which shall be deemed to include all statutory unpaid sick leave requirements.
 6. **Benefits.** The Associate shall be entitled to participate in any benefit or pension plans maintained from time to time by the Employer for the benefit of the Employer's Associates, subject to and in accordance with the provisions of each of the plans.
 7. **Equipment, Facilities and Supplies.** The Employer covenants and agrees to furnish the Associate with, at the sole expense of the Employer, such reasonable supplies, facilities, instruments and equipment as the Associate requires from time to time in the practice of Dentistry, including without limitation common use of reception and patient areas, dental equipment, dental supplies and office supplies. The Employer and the Associate will mutually agree upon the manufacturer and supplier of all new supplies, instruments and equipment purchased or leased for the Associate's use. In the event the Associate requests any extraordinary supplies, instruments or equipment not provided by the Employer, the Associate shall purchase and maintain such supplies, instruments or equipment at [his/her] own cost and the Associate shall be entitled to remove said equipment or supplies upon the termination of the Associate's employment for any reason.
 8. **Staff.** The Employer shall employ or otherwise engage the following personnel and make their services available to the Associate at the sole expense of the Employer:
 - (i) a receptionist;
 - (ii) a bookkeeper;
 - (iii) a dental assistant; and
 - (iv) a dental hygienist.

The Employer shall be solely responsible for the hiring, management and dismissal of all staff.

9. **Professional Fees.** The Employer shall pay all professional fees in respect of the Associate, including without limitation the costs of maintaining the Associate's licence to practice Dentistry in the Province of Nova Scotia and the fees for the Associate's membership in the Nova Scotia Dental Association.
10. **Professional Development.** The Employer will contribute up to [insert], inclusive of sales tax, per year for towards the costs of the Associate's continuing dental education.
11. **Insurance.** The Employer shall maintain malpractice insurance coverage in respect of the Associate at the sole expense of the Employer with limits of not less than three million dollars (\$3,000,000), or such greater amounts as may be required by the Board from time to time.

ARTICLE 7: MANAGEMENT OF THE PRACTICE AND ADVERTISING

1. Except as otherwise provided in this Agreement, the Employer shall be solely responsible for the operation and management of the Practice.
2. The Employer shall consult with the Associate in advance with respect to advertising for the Practice, but the Employer shall have the ultimate authority over all advertising for the Practice.
3. The Associate shall be entitled to display the Associate's name on signage identifying the dentists engaged at the Practice in such a format as the Employer deems acceptable, acting reasonably.

ARTICLE 8: TERMINATION

1. **Termination of Employment by Employer.** The Employer, in its absolute discretion, may terminate the Associate's employment in accordance with the following provisions:
 - (a) **Termination of Employment for Just Cause.** The Employer may immediately terminate the Associate's employment at any time for just cause, as that term is understood at law, by written notice to the Associate which will be effective immediately. If the Employer terminates the Associate's employment for just cause under this Article, the Employer shall not be obligated to make any payments whatsoever to the Associate except for amounts earned up to the date of termination.

- (b) **Termination of Employment without Cause.** The Employer, for any reason without cause, may terminate the Associate's employment by providing the Associate with working notice of termination in an amount equal to [insert formula for calculation of notice] or the equivalent of the required working notice, less statutory deductions as pay-in-lieu of notice. The Employer may satisfy the obligation described here by providing any combination of working notice and pay-in-lieu. The Associate understands and agrees that [he/she] is not entitled to reasonable notice of termination under the common law. [Note: This provision must meet the minimum requirements of the Labour Standards Code in order to be enforceable.]
2. **Termination by Associate.** If the Associate decides to terminate this Employment Agreement, the Associate agrees to provide the Employer with [insert] weeks' prior written notice of the last day of active employment.
3. **Termination of Employment Upon Death.** In the event of the Associate's death, the Associate's employment shall terminate and the Employer shall have no further obligations or responsibilities hereunder (except for payments earned but not yet paid to the Associate through the date of death).

ARTICLE 9: CONFIDENTIAL INFORMATION

1. The Associate acknowledges that [he/she] may obtain information relating to the Employer, the Practice and patients which is of a confidential and proprietary nature, including but not limited to financial information, personal information, trade secrets, know-how, inventions, techniques, processes, formulas, programs, documentation, data, service manuals, pricing, market data, Patient Records, and sales and marketing plans and strategies (hereinafter collectively referred to as the "Confidential Information").
2. The Associate acknowledges and agrees that the Confidential Information could be used to the detriment of the Employer and that its disclosure could cause irreparable harm to the Employer. Accordingly, the Associate undertakes to treat confidentially all Confidential Information and not to disclose it to any third party or to use it for any purpose other than as required for the performance of [his/her] duties and responsibilities under this Agreement, either during the term of this Agreement or after termination of this Agreement for any reason, unless the Associate is required by law to disclose Confidential Information.

ARTICLE 10: RESTRICTIVE COVENANTS

[Note: These restrictive covenants are included as examples only. It can be difficult to enforce restrictive covenants. The covenants should be tailored to your particular needs and circumstances in order to support their enforceability.]

1. **Non-Competition.** The Associate also agrees to refrain during employment and for a period of [] months after the termination of employment for any reason from, directly or indirectly, or in any manner whatsoever, including without limitation, either individually or in partnership, jointly or in conjunction with, any other person, firm, association, syndicate, employer or corporation (hereinafter collectively referred to as a “**Person**”) as principal, agent, shareholder, consultant, associate, director or officer or in any other manner whatsoever, carrying on or being engaged in the practice of Dentistry, or activities related or ancillary to the practice of Dentistry, anywhere within a [insert] kilometre radius of the location or locations of the Practice.
2. **Non-Solicitation.** The Associate agrees to refrain during employment and for a period of [] months after the termination of employment for any reason from, directly or indirectly, or in any manner whatsoever, including without limitation, either individually or in partnership, jointly, or in conjunction with, any other Person, soliciting any person who was a patient of the Practice at any point during the two (2) years immediately preceding the termination of the Associate’s employment to remove the patient’s business from or reduce its business with the Employer.

ARTICLE 11: MISCELLANEOUS COVENANTS

1. **Return of Property.** Upon termination of this Agreement for any reason, the Associate shall immediately return to the Employer all property which belongs to the Employer, including all Confidential Information, which may be in the Associate’s possession or control.
2. **Amendment.** No amendment of this Employment Agreement will be effective unless made in writing and signed by the parties.
3. **Entire Agreement.** This Employment Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Employment Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, warranties, representations or other agreements between the parties in connection with the subject matter of this

Employment Agreement (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Employment Agreement.

4. **Governing Law and Jurisdiction.** This Employment Agreement is to be governed and construed in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable in Nova Scotia. The Associate and the Employer hereby submit to the exclusive jurisdiction of the courts of Nova Scotia and the courts having appellate jurisdiction thereover.

DATED AT [city], in the Province of Nova Scotia, this [day] day of [month], [year].

Employer name

Per: _____

Witness: _____

DATED AT [city], in the Province of Nova Scotia, this [day] day of [month], [year].

Witness: _____

Associate name