



Saskatchewan Association of Optometrists

Sample Associate Agreement Template

The following template is designed to assist Saskatchewan Association of Optometrists (SAO) members in the completion of a practice Associate's working agreement. The template may be adapted for use in its entirety or used as a checklist for consideration of points to be included in the working agreement.

A written working agreement is strongly recommended wherever two or more professionals are in practice together.

CAUTION:

1. Any agreement of this nature deserves review by competent independent counsel for both parties.
2. Use of all or any part of the template is the sole responsibility of those who employ it and not that of the Saskatchewan Association of Optometrists or its subsidiary corporation, Directors, officers, or staff.
3. The agreement is designed for use in multiple jurisdictions and as required some terms may need to be amended to suit the local condition.

SAMPLE ASSOCIATE AGREEMENT TEMPLATE

Explanations are in **blue text** and within square parenthesis

This Associate agreement made as of [\[enter the date here\]](#).

This agreement is between:

[\[Enter the name of the owner of the practice including the address or addresses of the owner\]](#).

(hereinafter called the "Principal")

And

[\[Enter the name of the Associate\]](#).

(hereinafter called the "Associate")

WHEREAS:

1. The Principal is a registered member of the [enter the College of the optometrist or ophthalmologist] [depending on the jurisdiction, there may be a Board of Examiners rather than a College] and is presently practicing at [enter the address of the practice].
2. The Associate is a registered [depending on the jurisdiction, the appropriated wording would be licensed] member of the [enter the College of the optometrist or ophthalmologist] and wishes to enter into the practice with the Principal.
3. The parties have entered into this agreement for the purpose of setting forth the terms and conditions under which the Associate is to become associated with the Principal in the practice of optometry.

ASSOCIATESHIP

1. APPOINTMENT: The Principal engages the services of the Associate, and both the Principal and the Associate agree to the terms and conditions of this agreement.
2. INDEPENDENT CONTRACTOR: The Associate confirms that his/her relationship with the Principal is that of an independent contractor. The Associate will not practice as an employee or partner of the Principal.
3. PROFESSIONAL LIABILITY INSURANCE: Both Principal and Associate shall carry professional malpractice liability insurance as specified by each party's College at all times.

TERMS OF ENGAGEMENT AND STANDARDS

1. TERM: The term of the Associateship shall commence on [enter starting date] and shall terminate on [enter ending date]. [Note that there does not have to be an ending date, this agreement may be opened].
2. STANDARDS OF SERVICE: The Associate shall perform his/her duties in accordance to the guidelines and standards of optometric practice of the optometry profession as outlined by the [enter the College of the province that the Associate will be practicing in]. The Principal agrees to provide the Associate with office equipment and services from his/her staff in order to allow the Associate to practice in the manner required by the [enter the College of the profession].
3. RENEWAL OF PRACTICE AUTHORIZATION: The Associate agrees to maintain and renew his/her optometry registration as set out by [enter the College of the province that the Associate will be practicing in]. [Specify who will be paying for the renewal of the license, and who will be paying for any continuing education required].
4. DUTIES OF THE ASSOCIATE: The Associate is expected to perform any and all duties that are expected of a licensed optometrist. Any delegation of duties must be agreed upon by all parties registered, and in compliance with all applicable regulations and standards.

COMPENSATION

1. COMPENSATION OF ASSOCIATE: The Associate shall be compensated on the [enter the day of the month that compensation will occur]. The Associate shall be compensated at a rate of [enter the agreed upon compensation rate] for the services rendered in the previous month.
2. PERSONAL PROFESSIONAL EXPENSES: The Associate agrees to pay for any personal expenses incurred from his/her professional practice. [You may wish to specify anything that the Principal will pay for].
3. HOURS OF WORK: [Specify the agreed upon hours and days of work for the Principal]. [Specify the vacation times including the notification time required].
4. SICK LEAVE: [Specify the agreed upon terms of sick leave including maternity leave]. [This may not be necessary in the situation where the Associate is considered as being self-employed].

TERMINATION

1. BY THE PRINCIPAL: The Principal shall be entitled to terminate the immediate engagement of the Associate at any time during the term by notice in writing but without any compensation if any of the following events occur:
 - a. Bankruptcy of the Associate.
 - b. Illness, injury or mental or physical disability such that the Associate is not able to perform his/her duties as set out in this agreement.
 - c. The cancellation, suspension or non-renewal of the Associate's license/registration.
 - d. The Associate fails to maintain the requirements of practice as set out by the [enter the name of the College of the province that the Associate will be practicing in].
 - e. Any breach of this agreement by the Associate once the Principal has given the Associate notice in writing of such breach, and the Associate not rectifying the event in a timely manner.
2. BY THE ASSOCIATE: The Associate shall be entitled to terminate the immediate engagement of the association with the Principal during the term by notice in writing but without any compensation if any of the following events occur:
 - a. Bankruptcy of the Principal.
 - b. The cancellation or non-renewal of any of the Principal's license/registration.
 - c. Any breach of this agreement by the Principal once the Associate has given the Principal notice in writing of such breach, and the Principal not rectifying the event in a timely manner.
3. TERMINATION ON ONE MONTH'S NOTICE: The Principal or the Associate may terminate this agreement by giving one month's notice in writing to the other party. [The term may be less than or more than one month as long as it is in writing].
4. SURRENDER OF RECORDS, ETC. BY AN ASSOCIATE: Upon termination of this agreement, the Associate shall surrender to the Principal all books, records, documents or materials related to patients of the practice that he/she has in his/her possession. Associate agrees to having no interest in any of the patients of the practice or any records or materials related to the patients of the practice. The Principal will make available as required the appropriate original records, or copies thereof, on a timely basis.
5. SOLICITING PRINCIPAL'S PATIENTS – PROHIBITED: From the time that the Associate ceases practicing with the Principal, or the agreement is terminated, the Associate agrees not to solicit any patients from the practice other than family members of the Associate.
6. CONFIDENTIALITY: The Associate and the Principal agree to maintain any information relating to patients as confidential while the agreement is in effect, and also after the agreement has been terminated.
7. PENALTY CLAUSE: Should the Associate decide to practice at a different location not with the Principal within [enter the distance, and make this reasonable] kilometers of the Principal's practice location for a period of [enter a time period, and make this reasonable] years from the termination of the agreement, the Associate is required, and agrees to pay a penalty of [enter a dollar amount, and make this reasonable] to the Principal [give a time schedule for the payment].

GENERAL PROVISIONS

1. NOTICES: All notices or communication required relating to this agreement by one party or the other, shall be made in writing and addressed to the following address: [\[enter the address of the practice here\]](#).
2. GOVERNING LAW: This shall be governed by and construed in accordance with the laws of the province of [\[enter the province that the agreement applies to\]](#).
3. NOT ASSIGNABLE: This agreement is personal to the Principal and Associate and shall not be assigned by any of the parties.
4. INDEPENDENT LEGAL ADVICE: Each party hereby acknowledges having obtained independent legal advice from his/her own solicitor with respect to the terms of this agreement prior to its execution. Alternately, the Associate, or the Principal, or both have declined seeking independent legal advice on this agreement despite having been given the opportunity or being advised to do so.
5. ENTIRE AGREEMENT: This agreement constitutes as the entire agreement between parties and shall not be modified or amended, except with the consent in writing of the parties involved in this agreement.
6. ALTERNATIVE DISPUTE RESOLUTION: In the event of a dispute between the Associate and the Principal that is not outlined in this agreement, a third party [\[enter a name of someone that you both agree to, who may or may not be an optometrist\]](#). The decision by the third party will be [\[enter either binding or non-binding\]](#).
7. COMPENSATION AT THE END OF THE AGREEMENT: Once the agreement has been terminated, the Associate and the Principal will be compensated for a period of [\[enter a reasonable period\]](#) months in agreement.
8. PROVINCIAL ASSOCIATION: The Principal and the Associate agree that they will both voluntarily be members of their provincial association, and will be responsible for paying the annual membership fees on their own [\[a different arrangement may be used\]](#).
9. EXPIRATION OF THE AGREEMENT: At the end of the agreement, the agreement may be extended for another agreed upon period, or either party may opt not to renew the agreement. [\[You may wish to place a clause for an option to have the Associate either purchase a portion of the practice, or purchase the practice outright if this is both of your intentions\]](#).
10. LIFE INSURANCE: The Principal and the Associate shall have life insurance policies on each other for the amount of [\[enter a value here\]](#). [\[This value will be the value of the practice that the survivor will purchase the practice for, in the situation of the Associate\]](#). [\[This clause may not be needed or necessary\]](#).
11. BINDING EFFECT: This agreement shall ensure to the benefit of and be binding upon the parties hereto, their respective and applicable heirs, estate trustees, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written.

Witness

[enter the name of Principal]

[enter the name of Associate]

DISCLAIMERS BY THE AUTHOR OF THIS TEMPLATE

It is strongly recommended that anyone using this template have a lawyer review this before it is signed and made binding.

Anyone using this template uses it as his/her own risk, and the original author is not liable for its use and/or comments made.

This document is not intended as a comprehensive legal agreement, and should not be viewed as such.

The user of this template may wish to add or delete any clauses according to the situation that this agreement is intended for.