

(Contract will be executed by a government selected Employer upon the landing of the Nominee, in accordance with the Nova Scotia Nominee Program guidelines)

**NOVA SCOTIA NOMINEE PROGRAM
EMPLOYMENT CONTRACT**

THIS AGREEMENT is dated the _____ day of _____, _____.

BETWEEN:

_____,
(herein the "Employer")

- and -

_____,
(herein the "Employee")

WHEREAS the Employer desires to engage the Employee to provide services to the Employer as an employee for the term of this Agreement and the Employee has agreed to provide such services, all in consideration and upon the terms and conditions contained herein:

NOW THEREFORE it is hereby agreed as follows:

1. Employment

- A. The Employer agrees to employ the Employee as _____ NOC code _____ (as per list of Occupations attached hereto as Appendix A) to provide services pursuant to the terms of this Agreement and the Employee agrees to accept such position of employment. This position is at least a middle management level position as defined in the National Occupation Classification system, and the Employee will have an active, ongoing and direct role in the day-to-day administration and/or operations of the Company.
- B. The Employee agrees to perform such duties and assume such responsibilities as assigned by the Employer which are customarily associated with a position as _____ NOC code _____ (as per Section 1A above).

2. Compensation and Benefits

- A. The Employer agrees to pay the Employee, as basic compensation for the services provided by the Employee hereunder, \$ _____ per this agreement payable monthly on the _____ day of each month.
- B. Deductions will be made from the Employee's compensation for Unemployment Insurance Contributions, Canada Pension Plan contributions and income tax as required by law. Eligible employees may also be covered under provincial workers' compensation legislation and the Employer will be responsible for remitting all workers' compensation payments.

3. Hours of Work

The Employee agrees to work such hours as are reasonably necessary and specified by the Employer from time to time in order for the Employee to perform his or her duties under this Agreement.

4. Vacation

Vacation pay shall accrue at the rate of 4% per annum, payable at the end of the contract.

5. Term

Except as otherwise provided in this Agreement, this Agreement shall be for a maximum period of 6 months from the effective date written above.

6. Termination

A. The Employer may not terminate this Agreement except for the reasons noted below:

- (a) any act or omission of the Employee which constitutes grounds for dismissal of an employee for just cause as that term is interpreted by the applicable employment and labour law of the province; or
- (b) death of the employee

B. Upon termination of the Agreement:

- (a) the Employer's obligations to the Employee under this Agreement shall terminate except for the Employer's obligation to pay the Employee's full compensation and expenses in accordance with the terms as set out in this Agreement.

7. Governing Law

This Agreement shall be governed by the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein.

8. Amendments

Any amendment to this Agreement must be in writing and signed by both parties hereto.

9. Entire Agreement

This is the entire Agreement between the Employer and the Employee with respect to the employment of the Employee by the Employer and supersedes any prior agreements with respect to such employment whether written or oral.

10. Notices

Notices hereunder shall be in writing and must be either personally delivered or sent by registered mail to the address(es) set forth above. A party may change the address set forth above by proper notice to the other.

11. No Waiver

The failure of any party to insist upon the strict performance of a covenant of obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such party's right to demand strict performance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any covenant or obligation hereunder shall constitute a consent or waiver to or of any other breach or default in the performance of the same of any other obligation hereunder.

12. Assignment

This Agreement is personal in nature and may not be assigned by either party hereto.

13. Enurement

This Agreement shall be binding upon and shall enure to the benefit of each of the parties hereto and their respective permitted receiver, successors and assigns.

IN WITNESS WHEREOF the parties hereto have signed this Agreement as of the day and year first above written.

EMPLOYER

Per: President

EMPLOYEE

APPENDIX A

NOVA SCOTIA NOMINEE PROGRAM - LIST OF OCCUPATIONS

MIDDLE AND OTHER MANAGEMENT OCCUPATIONS

011 Administrative Services Managers

- 0111 Financial Managers
- 0112 Human Resources Managers
- 0113 Purchasing Managers
- 0114 Other Administrative Services Managers

012 Managers in Financial and Business Services

- 0121 Insurance, Real Estate and Financial Brokerage Managers
- 0122 Banking, Credit and Other Investment Managers
- 0123 Other Business Services Managers

013 Managers in Communication (Except Broadcasting)

- 0131 Telecommunication Carriers Managers
- 0132 Postal and Courier Services Managers

021 Managers in Engineering, Architecture, Science and Information Systems

- 0211 Engineering Managers
- 0212 Architecture and Science Managers
- 0213 Computer and Information Systems Managers

031 Managers in Health, Education, Social and Community Services

- 0311 Managers in Health Care
- 0312 Administrators - Post-Secondary Education and Vocational
- 0313 School Principals and Administrators of Elementary and Secondary Schools
- 0314 Managers in Social, Community and Correctional Services

051 Managers in Art, Culture, Recreation and Sport

- 0511 Library, Archive, Museum and Art Gallery Managers
- 0512 Managers - Publishing, Motion Pictures, Broadcasting and Performing Arts
- 0513 Recreation and Sports Program and Service Directors

061, 062 Sales, Marketing and Advertising Managers

- 0611 Sales, Marketing and Advertising Managers
- 0621 Retail Trade Managers

063 Managers in Food Service and Accommodation

- 0631 Restaurant and Food Service Managers
- 0632 Accommodation Service Managers

065 Managers in Other Services

- 0651 Other Services Managers

071 Managers in Construction and Transportation

- 0711 Construction Managers
- 0712 Residential Home Builders and Renovators
- 0713 Transportation Managers

072 Facility Operation and Maintenance Managers

- 0721 Facility Operation and Maintenance Managers

081 Managers in Primary Production (Except Agriculture)

- 0811 Primary Production Managers (Except Agriculture)

091 Managers in Manufacturing and Utilities

- 0911 Manufacturing Managers
- 0912 Utilities Managers