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Quebec Freelancer Contract Checklist: Key Clauses

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Executive Summary

A **Quebec freelancer contract checklist** should answer whether both parties can identify the work, price, approval process, ownership and exit obligations before performance begins. It must also address a separate question: whether the actual relationship is independent contracting. The **Canada Revenue Agency (CRA)** bases employment status on the working relationship as a whole; Revenu Québec likewise warns that agreeing to self-employed status does not establish it. A carefully labelled agreement cannot resolve contradictory working facts. (www.canada.ca) (www.revenuquebec.ca)

The practical signing package consists of a service agreement, an attached **statement of work (SOW)**, a change-approval record and any necessary rights or privacy schedules. Éducaloi emphasizes clear service descriptions and client cooperation. The audit below turns those principles into questions for both sides, including what evidence to attach and when to seek legal advice. For standardized contracts, Quebec's French-language requirements need early attention: the general adhesion-contract process requires delivery in French before an express choice of another language, subject to applicable exceptions. (educaloi.qc.ca) (www.oqlf.gouv.qc.ca)

Payment terms should distinguish the professional fee, approved expenses and applicable taxes. Ordinary taxable supplies carry **5% Goods and Services Tax (GST)** and **9.975% Québec Sales Tax (QST)**. (www.revenuquebec.ca) The general small-supplier threshold is **CAD\$30,000**, with worldwide taxable supplies, associates and calendar-quarter rules affecting the calculation. (www.revenuquebec.ca) A late-payment provision also needs more than a monthly percentage: the federal Interest Act requires annual-equivalent disclosure in the circumstances described below. (laws-lois.justice.gc.ca) These rules do not establish that every proposed charge is enforceable.

Ownership and termination deserve explicit negotiation. Commissioning a work does not itself displace the Copyright Act's general author-first ownership rule; copyright transfers and moral-rights waivers are separate matters. (laws-lois.justice.gc.ca) The service-contract exit also needs a reconciliation of completed work, incurred costs and advances. (gpp.oiq.qc.ca) (educaloi.qc.ca) The **hypothetical project-economics worksheet** shows why scope matters: a CAD\$3,000 fee less CAD\$300 in pass-through costs produces

CAD\$54 per hour over 50 hours, CAD\$45 over 60 hours and CAD\$36 over 75 hours. Those are disclosed editorial calculations, not market-rate benchmarks. A draft is ready for signature when its operational fields are complete, its assumptions fit the relationship, and its flagged legal issues have received appropriate Quebec advice.

Introduction and Background

Freelancers and small clients often agree on the desired result before they agree on how to recognize completion. A founder expects a functioning website; a designer prices a defined set of pages; an agency assumes that client feedback will arrive together. Those expectations need a shared written record. Éducaloi explains that service contracts can generally be oral or written, while writing makes the agreement's details easier to establish. (educaloi.qc.ca)

Quebec's Civil Code defines a contract of enterprise or for services around physical or intellectual work, or a service, supplied for a price. That framework is the starting point for this report's discussion of design, writing, development, consulting and similar assignments. Its application still depends on the actual engagement. (www.legisquebec.gouv.qc.ca) The publisher, 2727coworking.com, presents this guide from an adjacent business-operations perspective for Montreal freelancers, micro-agencies and founders hiring independent specialists.

The recommended method is a **two-sided preflight audit**. Each party identifies its exposure, records the evidence needed to assess it and resolves open questions before work starts. The tables and checklists are editorial review tools. Quebec counsel should draft or review operative provisions where the legal flags apply; none of the worksheets should be treated as a reviewed legal instrument.

Consumer engagements require a separate check. The Consumer Protection Act distinguishes a consumer from a merchant obtaining services for business purposes, and the Office de la protection du consommateur (OPC) explains that some consumer contracts require written form and mandatory content. A freelancer serving an individual should establish the client's purpose before reusing business-facing paperwork. (www.legisquebec.gouv.qc.ca) (www.opc.gouv.qc.ca)

The report uses official legislation and administrative guidance for legal and tax propositions. Its workflow recommendations, sample project fields and financial scenarios are identified as audit design or hypothetical assumptions. They help a reader assess a draft; they do not determine the legal outcome of an individual relationship.

Contract Type, Parties and Signing Readiness

Keep worker classification on its own track

The **independent contractor agreement** is evidence of intention, but the working arrangement must support that intention. CRA's Quebec analysis compares the parties' intentions with their actual relationship and Civil Code concepts. Its control analysis considers the payer's right to exercise control, including a right that is not actively used. (www.canada.ca)

As an audit recommendation, collect evidence concerning:

- **Methods:** Who chooses how the result will be produced, and who can direct the working process?
- **Organization:** Who sets availability, supplies tools and manages other clients?
- **Economics:** Who bears expenses, rework exposure and opportunities for profit?
- **Integration:** How closely is the specialist embedded in the client's ordinary operations?
- **Change over time:** Does the actual engagement still resemble the arrangement assessed at signing?

These questions reflect factors discussed by CRA and the **Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST)**; they are not a scoring system that guarantees status. CNESST considers factors including tools, integration, subordination and financial risk. (www.cnesst.gouv.qc.ca) Revenu Québec warns that changed working conditions can change employment status. (www.revenuquebec.ca)

Different administrative regimes also need separate attention. Recognition as self-employed by another public body does not prevent CNESST from considering someone a worker. Qualifying employee remuneration can trigger Quebec source deductions and employer contributions. (www.cnesst.gouv.qc.ca) (www.revenuquebec.ca) Escalate a relationship involving extensive direction or employee-like integration before relying on contractor language. Either party can request a CRA ruling when uncertain, and Quebec advice can address the other applicable regimes. (www.canada.ca)

Verify the contracting party and the signing process

Record the legal name, business name if different, legal form, notice address, invoicing contact and signatory's capacity. The **Québec enterprise number (NEQ)** and register entries can support identity checks: Quebec's guidance describes the registered number, names, legal forms and addresses available. The register contains declared information for which enterprises remain responsible. A register extract should therefore support, rather than replace, an authority check. (www.quebec.ca)

Before signing, the audit file should contain:

- **Identity evidence:** A current register extract where applicable and the correct individual or entity name.
- **Authority evidence:** The signer's title and confirmation of authority where the circumstances warrant it.
- **Notice details:** The addresses and contacts designated to receive approvals and formal communications.
- **Document hierarchy:** A record of which agreement, SOW, proposal and schedules control inconsistent terms.
- **Execution evidence:** The final version, signature record and retained delivery or approval history.

Electronic execution should preserve consent and document integrity. Civil Code provisions recognize a signature used to signify consent and writings across media; technology-based evidentiary treatment also depends on integrity. An electronic signing process should preserve identity, the signed version and an audit record, with advice on any special formalities. (www.legisquebec.gouv.qc.ca) (www.barreau.qc.ca)

Check language before circulating a standard English form. Under the **Charter of the French Language** and guidance from the **Office québécois de la langue française (OQLF)**, adhesion contracts have essential terms imposed by one party that cannot be freely negotiated. Subject to applicable exceptions, their French version must be delivered before the parties expressly choose to be bound only by a version in another language. A negotiated contract containing standard clauses can instead fall under section 55, paragraphs 5–

6: it may be drafted in another language by the parties' express choice, without the prior French-delivery condition imposed by paragraph 1. (Charter of the French Language, section 55) Exceptions include specified relationships outside Quebec; their application needs factual review. (www.oqlf.gouv.qc.ca) A reader seeking a **freelance contract template Quebec** should therefore evaluate the form's negotiation history, language process and attachments before relying on its title.

Scope, Acceptance and Controlled Changes

Turn a description into testable deliverables

The **scope of work** should identify outputs, exclusions, acceptance evidence, dependencies and who can approve a change. Éducaloi's guidance calls for both parties to understand the service description in the same way. The Civil Code also requires useful precontract information about the task as circumstances permit. (educaloi.qc.ca) (www.legisquebec.gouv.qc.ca)

Table 1 is a proposed clause-audit worksheet. Its risk descriptions and escalation flags are editorial assessment prompts. The legal anchors for particularly sensitive rows are explained in the relevant sections.

Clause and purpose	Freelancer risk	Client risk	Evidence to attach	Negotiation question	Legal-review flag
Parties and notices: identify responsibility	Billing the wrong entity	Unclear accountable supplier	Register details, authority record, notice contacts	Who signs, pays and approves?	Ambiguous entity, guaranty or signing capacity
Scope and acceptance: define completion	Open-ended work	An unusable delivery	Deliverable list, tests, exclusions	What observable result closes this milestone?	Regulated work or unusually broad warranties
Dependencies: allocate cooperation	Idle time and repeated restarts	An unreliable launch plan	Asset list, access owner, feedback schedule	What changes if inputs arrive late?	Clauses purporting to excuse every performance failure
Price and invoices: define payment	Unfunded work or disputed extras	Unapproved spending	Fee basis, milestones, expense approvals	Which event makes an invoice payable?	Consumer client, interest or penalty drafting
Revisions and changes: control additions	Rework without compensation	Surprise charges	Revision definition and change ledger	Is this correction, included feedback or new scope?	Fixed-price changes without a clear agreement
Intellectual property: allocate use	Loss of reusable tools	Insufficient usage rights	Rights inventory and contributor permissions	What transfers, when and subject to which licences?	Unclear ownership chain or moral-rights treatment
Data and confidentiality: control access	Duties exceeding available controls	Uncontrolled disclosure or retention	Data map, access list, retention schedule	What data are necessary and who can access them?	Personal information, external hosting or subcontractors

Clause and purpose	Freelancer risk	Client risk	Evidence to attach	Negotiation question	Legal-review flag
Subcontracting and insurance: match capacity	Uninsured commitments	Unknown contributors or coverage gaps	Contributor list, rights records, broker confirmation	What approval and coverage are proportionate?	Sensitive access or broad indemnities
Termination: plan an orderly exit	Unpaid earned work	Missing files or interrupted operations	Work log, advance reconciliation, handoff list	What must be paid, delivered, returned and revoked?	Waivers, cancellation fees or disputed work valuation
Liability and disputes: allocate residual risk	Exposure beyond project economics	Inadequate recourse	Risk scenarios, policy terms, escalation contacts	Which risks can each party realistically carry?	Broad exclusions, adhesion terms or consumer restrictions

The table works best when each unresolved cell has an owner. A scope question goes to the people delivering and accepting the work; an enforceability question goes to counsel. Collecting an attachment is not proof that its underlying promise is reasonable.

Table 2 illustrates a **statement of work (Hypothetical Example)** for a small website assignment. The quantities and revision allowances are proposed assumptions, not legal defaults.

Deliverable	Acceptance test	Owner	Dependency	Due date	Included revisions
Homepage design	Approved sections appear in the agreed desktop and mobile mockups	Designer; client brand lead approves	Final copy and brand assets	Date entered after inputs are confirmed	2 consolidated feedback rounds
Contact form	Agreed fields submit successfully to the designated test inbox	Developer; client operations lead approves	Hosting access and destination inbox	Date entered in project schedule	1 round against agreed fields
Handoff package	Named files, licence inventory and operating notes are delivered	Freelancer; client project lead receives	Approved final deliverables	Date entered before launch	Corrections against the checklist

Acceptance here depends on an agreed test. An omitted agreed field is a correction; a newly requested integration is a candidate change. The parties should decide how feedback is consolidated, how delivery is acknowledged and what happens when reviewers disagree. Client cooperation belongs in the schedule: Éducaloi specifically discusses timely responses and required information. (educaloi.qc.ca)

Define revision limits and approve the economic change

Define a **revision round** operationally: a consolidated set of comments on the current version, delivered by the authorized reviewer. Separately identify corrections to agreed requirements, additions and decisions reversing earlier approvals. These are recommended negotiation fields, not statutory definitions.

The **Ordre des ingénieurs du Québec (OIQ)** guide recommends specifying change-approval processes and responsible people. Its engineering-specific guidance offers a useful process analogy for the audit. (gpp.oiq.qc.ca) Each proposed **change-order ledger** entry should record:

- **Added work:** The requested addition, reason and affected deliverables.
- **Added fee and hours:** The commercial price and planning estimate, stated separately.
- **Timeline impact:** Revised delivery dates, dependencies and any pause or restart assumption.
- **Approval record:** The authorized approver, approval date and linked change description.

Do not assume that an expanded fixed-price assignment automatically carries a larger fee. Article 2109 provides that the fixed price remains unchanged despite modifications to original performance terms unless the parties agree otherwise. An explicit price agreement should therefore accompany the change process. (www.legisquebec.gouv.qc.ca) Progress reporting can coexist with contractor independence: Éducaloi distinguishes monitoring work from directing how it is done. (educaloi.qc.ca)

Fees, Taxes and Payment Risk

Separate the pricing model from the invoice process

Identify whether the fee is fixed, based on time, an estimate, or a defined recurring service. An estimate represents an approximate cost; the Civil Code requires justification for increases and addresses unforeseeable work, services or expenses. A draft should distinguish its estimate from a binding fixed-price commitment. (educaloi.qc.ca) (www.legisquebec.gouv.qc.ca)

For a time-based engagement, specify billable activities, time-record detail, reporting frequency and whether exceeding a planning estimate needs approval. For a fixed fee, identify the priced deliverables and the change process. For recurring work, define the service period, included capacity, response expectations and treatment of unused capacity. These are audit recommendations; the appropriate model depends on what the parties can actually measure.

BDC describes deposits and milestone payments as a possible progressive-invoicing approach. No percentage in this report is offered as a Quebec standard. The parties should connect each payment event to a defined project event and record how advances will be reconciled if work ends early. (www.bdc.ca)

The proposed payment checklist asks for:

- **Invoice routing:** The payer's legal name, accounts-payable contact, purchase-order requirements and submission channel.
- **Due event:** A clearly identifiable payment deadline and the event from which it runs.
- **Expense authority:** Approved categories, any spending cap and the evidence required for reimbursement.
- **Disputed amounts:** A procedure for identifying the questioned item, supplying supporting records and escalating the disagreement.

BDC recommends clear, detailed invoices sent to the appropriate recipient. Operationally, the SOW, milestone approval and invoice should use matching descriptions so the payer can recognize the charge. (www.bdc.ca)

Describe GST and QST accurately

For an ordinary taxable Quebec supply, the stated rates are **GST 5%** and **QST 9.975%** of the supply price; exempt and zero-rated supplies require different treatment. The contract should distinguish the professional fee from applicable taxes and identify responsibility for confirming the supplier's registration and the supply's tax treatment. (www.revenuquebec.ca)

The general **CAD\$30,000 small-supplier test** concerns worldwide taxable supplies, including zero-rated supplies, of the person and associates. It tests a given calendar quarter or the four preceding calendar quarters, so current invoice size alone does not determine registration obligations. Small suppliers generally need not register or collect, subject to exceptions; voluntary registration changes the collection obligations. (www.revenuquebec.ca) Crossing the limit within a single calendar quarter triggers collection on the supply causing the excess and subsequent supplies. Seek tax advice where registration timing or customer location complicates the analysis. (www.revenuquebec.ca)

Revenu Québec's supporting-document table is tied to purchase value. For registrants, purchase invoices and other supporting documents must provide the specific information needed to justify claimed input tax credits (ITCs) or input tax refunds (ITRs). These are documentation requirements relevant to tax credits or refunds, not a complete contract checklist. (www.revenuquebec.ca)

Review interest and late charges separately

A **Quebec freelancer late payment clause** should identify when interest starts, what balance attracts it, the annual rate and any proposed compounding. Under Interest Act section 4, subject to the mortgage and hypothec exception, a written contract stating interest for a period shorter than a year needs an express equivalent yearly rate to recover interest above **5% annually**. That provision is not a universal rule permitting every charge below a chosen rate. (laws-lois.justice.gc.ca)

Consumer clients add constraints. Consumer Protection Act section 13 generally prohibits specified nonperformance charges other than accrued interest, subject to statutory exceptions. Do not import a business-facing administrative penalty into a consumer engagement without advice. (www.legisquebec.gouv.qc.ca) Have counsel assess the actual interest, penalty and collection language. A pause-for-nonpayment process should also be coordinated with service-provider termination obligations rather than treated as an unrestricted right to abandon the work.

Ownership, Confidentiality and Working Access

Allocate intellectual property by asset and permitted use

Intellectual property (IP) language should identify final deliverables, working files, reusable materials and third-party components separately. Under Copyright Act section 13, the author is generally the first copyright owner, subject to exceptions including specified employment situations. Payment of a freelance invoice alone does not establish that the client owns every copyright. (laws-lois.justice.gc.ca)

A **licence** grants defined use while ownership remains with the owner; an **assignment** transfers some or all rights. The Canadian Intellectual Property Office explains this distinction. (ised-isde.canada.ca) Section 13 also requires the relevant assignment or grant to satisfy its signed-writing requirement. The contract review should establish the rights owner, the rights covered, the permitted uses and any conditions on when rights take effect. (laws-lois.justice.gc.ca)

As recommended negotiation fields, attach an inventory identifying reusable templates, code libraries, stock assets, fonts, client materials and contributor-created work. Decide which source files are included and what the client may modify, sublicense or reuse. Portfolio use should have its own permission process, coordinated with confidentiality and publication timing. These fields are inferred from ownership and licensing issues; they are not automatic statutory entitlements. (ised-isde.canada.ca)

Moral rights require separate treatment. They cannot be assigned but may be waived wholly or partly; assigning copyright does not itself waive them. A request for unrestricted modification or unattributed use therefore needs review beyond an ownership sentence. (laws-lois.justice.gc.ca) Subcontractor-created material should be checked for the same ownership and permission issues before the lead freelancer promises rights to the client.

Attach a workable data and access schedule

Distinguish confidential business information from **personal information**. Where Quebec's private-sector privacy law section 18.3 applies to necessary service-provider disclosures, the mandate or service contract must be in writing and specify protective measures. A generic confidentiality promise does not describe the required operating arrangements. (www.cai.gouv.qc.ca) Quebec's **Commission d'accès à l'information (CAI)** confirms the importance of contractual confidentiality measures. (www.cai.gouv.qc.ca)

The recommended schedule should identify:

- **Data purpose:** The information needed for the assignment and permitted uses.
- **Access:** Named authorized users, approved systems and any subcontractor access.
- **Security:** Authentication, account permissions, device practices and secure transfer arrangements.
- **Response:** The privacy contact and the process for prompt reporting of confidentiality failures or attempts.
- **Exit:** Return, deletion, retention exceptions requiring legal analysis and confirmation of completed steps.

Section 18.3 addresses confidentiality verification and prompt notification to the privacy officer, and requires measures against retaining information after contract expiry. Any proposed retention exception should be checked against the actual legal duties. (www.cai.gouv.qc.ca) CAI also describes assessment and written-agreement requirements for communication outside Quebec. Map cloud hosting and external collaborators before promising that information remains in a particular place. (www.cai.gouv.qc.ca)

The federal **Personal Information Protection and Electronic Documents Act (PIPEDA)** may require separate analysis where applicable. Federal privacy guidance says outsourcing does not remove the organization's responsibility to take reasonable protective steps; this is not a statement that PIPEDA applies identically to every Quebec engagement. (www.priv.gc.ca)

For practical account security, the Canadian Centre for Cyber Security recommends different complex passwords and **multi-factor authentication (MFA)**. A project access schedule can translate that guidance into named accounts and a documented offboarding process. (www.cyber.gc.ca)

Review subcontracting and insurance against actual work

Article 2101 generally permits third-party assistance subject to the contract's nature or the provider's personal qualities, while keeping performance under the provider's supervision and responsibility. Record any approval requirement and align contributor rights and privacy obligations with the promised delivery.

(www.legisquebec.gouv.qc.ca)

Insurance should be assessed against the work and proposed liabilities. Quebec insurance guidance recommends case-by-case assessment; the Insurance Bureau of Canada identifies professional liability as coverage consultants or professional-service providers may be advised to consider. Ask a broker about the actual activities, limitations and exclusions rather than treating a certificate as proof of every contractual promise. (chad.ca) (www.ibc.ca)

Termination, Liability and Dispute Planning

Price the exit and plan the handoff

A **Quebec freelance termination clause** requires attention to the Civil Code's different positions for clients and providers. Article 2125 permits the client to terminate unilaterally even after performance has begun. Article 2126 restricts provider termination to a serious reason and never an inopportune moment, and requires immediate measures to prevent loss. Clauses proposing to alter the statutory arrangement deserve individualized review. (www.legisquebec.gouv.qc.ca)

Article 2129 addresses payment, in proportion to the agreed price, for actual costs and expenses, work already performed and qualifying supplied property. It also requires repayment of advances exceeding earned amounts and preserves possible liability for other injury. Do not equate termination with either automatic payment of all remaining fees or automatic forfeiture of every deposit. (www.legisquebec.gouv.qc.ca)

Before signing, agree how the records will support an exit calculation. A work log, approved milestones, accepted changes and expense receipts allow both parties to discuss what was performed. A completion percentage should have an explanation linked to deliverables rather than an unsupported assertion.

The proposed **termination handoff checklist** covers:

- **Files:** List final, unfinished and excluded materials, their formats and delivery location.
- **Rights:** Identify the ownership or licence position for each delivered item and unresolved permissions.
- **Credentials:** Transfer agreed administrative control through a secure process and revoke departing users.
- **Invoices:** Reconcile performed work, approved costs, advances, payments and disputed items.
- **Information:** Execute the applicable return, deletion and retention steps and preserve necessary evidence lawfully.
- **Continuing duties:** Record which confidentiality and other obligations continue after termination.

The access and information steps should match the privacy schedule, including section 18.3's restrictions on post-expiry retention where applicable. (www.cai.gouv.qc.ca) The purpose of the handoff is operational continuity and a documented reconciliation; the contract should specify which obligations depend on payment and which must proceed regardless, with legal advice on the proposed arrangement.

Match liability and dispute provisions to the engagement

A liability cap is a negotiation issue with legal boundaries. Article 1474 prohibits limiting liability for material injury caused by intentional or gross fault and for bodily or moral injury. Article 1437 also addresses abusive clauses in consumer or adhesion contracts. A generic cap copied from another jurisdiction is therefore an inadequate review method. (www.legisquebec.gouv.qc.ca)

As audit recommendations, identify Quebec governing law where intended, proposed forum, notice methods, internal escalation contacts and an optional mediation process. Consumer rules require a separate assessment of dispute restrictions. The OPC also highlights mandatory content and delivery requirements for relevant consumer contracts. (www.opc.gouv.qc.ca)

Mediation can be described accurately as assisted negotiation: the Barreau explains that the mediator has no decision-making authority, and IMAQ emphasizes that a solution is not imposed in ordinary mediation. (www.barreau.qc.ca) (imaq.org) Keep the signed agreement and change history accessible; the Fondation du Barreau's business-conflict guide recommends retaining and rereading the contract. (fondationdubarreau.qc.ca)

Legal review is particularly useful for:

- **Status uncertainty:** Extensive client control or a relationship changing over time.
- **Language uncertainty:** Standardized forms, disputed negotiability or reliance on an exception.
- **Rights uncertainty:** Missing contributor permissions, broad transfers or moral-rights requests.
- **Data exposure:** Personal information, external hosting or extensive access to client systems.
- **Financial exposure:** Broad indemnities, unusual penalties, cancellation fees or substantial liability beyond available coverage.
- **Consumer engagements:** Proposed terms affecting mandatory rights or a contract category requiring special form.

The Barreau's search tools allow filtering for expertise, region and language. Select advice around the unresolved issue and provide the SOW and schedules with the draft, so the review addresses the actual engagement. (www.barreau.qc.ca)

Data Analysis and Evidence

A project-economics worksheet (Hypothetical Example)

The following is **project economics, not a market-rate benchmark**. Every project input is an editorial assumption in Canadian dollars. Define effective hourly rate as **(project fee minus pass-through costs) divided by actual hours**. Include meetings, revisions, administration and handoff in actual hours. The

measure does not subtract income tax, insurance, software, general overhead or unpaid business-development time, so it is not take-home pay.

Table 3 holds pass-through costs constant to isolate the effect of additional work. The approved-change scenario assumes the same additional hours as the unpriced-change scenario but adds a negotiated fee. These are arithmetic comparisons, not evidence that any particular change price is appropriate.

Hypothetical scenario	Project fee	Pass-through costs	Actual hours	Fee less pass-through costs	Effective hourly rate
Base project	CAD\$3,000	CAD\$300	50	CAD\$2,700	CAD\$54
Additional work without a fee change	CAD\$3,000	CAD\$300	60	CAD\$2,700	CAD\$45
Multiple unpriced changes	CAD\$3,000	CAD\$300	75	CAD\$2,700	CAD\$36
Approved change adding CAD\$600 and 10 hours	CAD\$3,600	CAD\$300	60	CAD\$3,300	CAD\$55

The calculations show the effect of the assumptions: unpriced work reduces the base rate by **16.7%** at 60 hours and **33.3%** at 75 hours, rounded to one decimal place. They do not establish a legal entitlement to charge extra. The approved-change row assumes an actual agreement on the additional fee. Record that decision with the revised deliverables and schedule before treating the higher fee as committed revenue.

To reuse the worksheet, enter an expected-hours estimate before signing, then update actual hours and approved changes. If a change also adds pass-through costs, include those costs in the numerator. Compare the revised rate with the freelancer's own project target, while giving the client a clear explanation of the added output, cost and schedule effect.

Keep tax and cash receipts separate from earnings

As a separate **tax calculation (Hypothetical Example)**, assume a CAD\$3,000 professional fee is fully taxable at the ordinary Quebec rates, with no other invoice items. GST is CAD\$150 and QST is CAD\$299.25, producing CAD\$3,449.25 including taxes. The inputs use the official **5%** and **9.975%** rates; eligibility, registration and place-of-supply questions must be established for the real transaction.

(www.revenuquebec.ca)

Collected sales taxes are excluded from the worksheet's project fee. Track advances separately and reconcile them against records of work completed during the termination review. This separation helps prevent a large initial receipt from being mistaken for completed project earnings. For a real assignment, enter the actual fee excluding collected tax and separately list costs the freelancer must absorb.

Implications and Future Directions

The most useful outcome is a maintained **contract evidence file** rather than a static checklist. The proposed file contains the signed agreement, SOW, language-delivery record where relevant, authority evidence, approved changes, invoices, rights inventory and access schedule. It gives each party a practical way to compare the current project with the arrangement originally agreed.

Revisit classification when the engagement changes. A short specialist assignment can develop into a different working arrangement, and Revenu Québec explicitly recognizes that changed conditions can alter status. A renewal should therefore review the facts alongside the fee and term. (www.revenuquebec.ca) Ask who directs methods, what tools and access are used, and whether the previous allocation of financial risk still describes the work.

Likewise, review data arrangements when a new subcontractor or hosting service is introduced. CAI's outside-Quebec guidance makes location and transfer arrangements relevant to the privacy assessment and written agreement. The contract's original system list can become incomplete even though its confidentiality paragraph has not changed. (www.cai.gouv.qc.ca)

For micro-agencies, the main implementation task is consistency: the promise made to the client must be supported by contributor permissions, delivery capacity and realistic coverage. Broker advice should assess the actual business activities and policy limitations. (chad.ca) A larger contract value alone does not reveal whether an exposure is insured or manageable.

The report makes no prediction about future statutory amendments. Its practical recommendation is to review the source guidance when a contract is renewed, a new client category is served or a flagged assumption changes. Counsel receives a more useful brief when the commercial decisions, supporting records and unresolved questions are already visible.

Frequently Asked Questions (FAQs)

Is a Quebec freelance contract template enough?

A template can organize a first draft, but the review must address the actual scope, classification facts, language process and any consumer requirements. OQLF guidance is particularly relevant where essential terms are imposed rather than freely negotiated. Use the audit to identify missing decisions before seeking review of the operative wording. (www.oqlf.gouv.qc.ca)

Who owns a freelancer's work?

The author is generally first copyright owner, subject to statutory exceptions. Determine whether the intended result is an assignment or licence, satisfy the applicable signed-writing rule and treat moral rights separately. Background tools and portfolio permission belong in the negotiated inventory. (laws-lois.justice.gc.ca)

Can the client end the contract early?

Éducaloi explains that clients can end service contracts, subject to payment consequences; OIQ describes the reconciliation for incurred costs and completed work. Proposed waivers or cancellation charges require review of the particular contract, including consumer rules. The checklist should identify earned work, advances and handoff obligations. (educaloi.qc.ca) (gpp.oiq.qc.ca)

What should a revision-limit provision define?

As an audit recommendation, define the feedback round, authorized reviewer, included allowance, corrections and new-scope approval process. Pair that process with an express agreement on the added price where appropriate, rather than assuming more work automatically changes a fixed fee.

(www.legisquebec.gouv.qc.ca)

Conclusion

A signing decision should emerge from a completed review record. The parties should be able to identify who is responsible, what must be delivered, how completion will be assessed, what cooperation is required, when payment is due and how changes receive approval. Ownership, information access and termination should fit that same project description.

The two-sided method makes unresolved tradeoffs visible. The freelancer can see whether the priced scope is sustainable and whether rights or liability promises exceed available resources. The client can see whether acceptance is objective, spending is authorized and the final handoff is usable. Neither side benefits from a clause whose practical operation remains unexplained.

Use the SOW and economics worksheet together. An addition changes the delivery commitment, the timeline and potentially the earnings from the project. Recording those effects before approval creates a clearer basis for negotiation than reconstructing them after an invoice is disputed.

Finally, preserve the distinction between operational readiness and legal review. Complete the commercial fields and evidence first, identify the classification, language, consumer, privacy and enforceability questions, and send the full package to Quebec counsel where flagged. The goal is a contract both parties can carry out and document throughout the engagement.

Source links

Links cited in this article, in order of first appearance. Full addresses are provided for readers using extracted text.

1. <https://www.canada.ca/en/revenue-agency/services/forms-publications/publications/rc4110/employee-self-employed.html>
2. <https://www.revenuquebec.ca/en/citizens/self-employed-people/determining-your-employment-status>
3. <https://educaloi.qc.ca/en/capsules/contracts-freelancers-clauses-to-know>
4. <https://www.oqlf.gouv.qc.ca/francisation/entreprises/contrats-adhesion.html>
5. <https://www.revenuquebec.ca/en/businesses/consumption-taxes/gsthst-and-qst/basic-rules-for-applying-the-gsthst-and-qst/types-of-supplies/taxable-supplies>
6. <https://www.revenuquebec.ca/en/businesses/consumption-taxes/gsthst-and-qst/registering-for-the-gst-and-qst/small-suppliers>

7. <https://laws-lois.justice.gc.ca/eng/acts/l-15/section-4.html>
8. <https://laws-lois.justice.gc.ca/eng/acts/C-42/section-13.html>
9. https://gpp.oiq.qc.ca/Contrat_de_service.htm
10. <https://educaloi.qc.ca/en/capsules/ending-a-contract-for-services>
11. <https://educaloi.qc.ca/en/capsules/contracts-for-services>
12. <https://www.legisquebec.gouv.qc.ca/en/document/cs/CCQ-1991>
13. <https://www.legisquebec.gouv.qc.ca/en/document/cs/p-40.1>
14. <https://www.opc.gouv.qc.ca/en/consumer/topic/contract/rules>
15. <https://www.cnesst.gouv.qc.ca/en/node/9981/distinction-between-worker-and-self-employed>
16. <https://www.revenuquebec.ca/en/businesses/source-deductions-and-employer-contributions/conditions-for-making-source-deductions-and-paying-contributions/employers-are-you-required-to-make-source-deductions-and-pay-contributions>
17. <https://www.quebec.ca/en/businesses-and-self-employed-workers/find-information-about-enterprise/search-enterprise-register/description-information-file>
18. <https://www.barreau.qc.ca/media/qxqoje0f/guide-demarrage-entreprise-jbm.pdf>
19. <https://www.legisquebec.gouv.qc.ca/fr/version/lc/C-11?code=se%3A55>
20. <https://educaloi.qc.ca/en/capsules/performance-of-the-contract-for-services>
21. <https://educaloi.qc.ca/en/capsules/estimates-and-quotes>
22. <https://www.bdc.ca/en/articles-tools/money-finance/manage-finances/making-most-working-capital>
23. <https://www.revenuquebec.ca/en/businesses/consumption-taxes/gsthst-and-qst/collecting-gst-and-qst/preparing-invoices>
24. <https://ised-isde.canada.ca/site/canadian-intellectual-property-office/en/copyright/transfer-ownership>
25. <https://laws-lois.justice.gc.ca/eng/acts/C-42/section-14.1.html>
26. <https://www.cai.gouv.qc.ca/protection-renseignements-personnels/information-entreprises-privees/utilisation-communication-renseignements-personnels>
27. https://www.priv.gc.ca/en/privacy-topics/employers-and-employees/outsourcing/02_05_d_57_os_01?wbdisable=false
28. <https://www.cyber.gc.ca/en/guidance/foundational-cyber-security-actions-small-organizations-itsap10300>
29. <https://chad.ca/protection-du-public/comprendre-et-magasiner-son-assurance/assurance-des-entreprises>
30. <https://www.ibc.ca/insurance-basics/business/how-to-buy-business-insurance>
31. <https://www.barreau.qc.ca/en/general-public/settle-amicably>
32. <https://imaq.org/pensez-mediation>
33. https://fondationdubarreau.qc.ca/assets/documents/Guide-Votre-conflit-vos-solutions-en-affaires_version-web.pdf
34. <https://www.barreau.qc.ca/en/general-public/access-justice/need-lawyer>

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