

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT BETWEEN

Office of the Saskatchewan Information and Privacy Commissioner
Ron Kruzeniski
503 – 1801 Hamilton Street
Regina, Saskatchewan S4P 4B4
HEREINAFTER referred to as the “OIPC”

- and -

9265309 Canada Inc.
HEREINAFTER referred to as the “Consultant”

1.0 SERVICES

- 1.1. The OIPC engages the Consultant, subject to the terms and conditions of this Agreement, to provide technical JAWS (Job Access With Speech) support.
- 1.2. The work to be undertaken and provided by the Consultant pursuant to this Agreement is to provide an evaluation and analysis of the integration of JAWS software with Data By Design software. The consultant will provide the OIPC with a report detailing issues and possible solutions.
- 1.3. The Consultant is an independent consultant and not an employee of the OIPC.

2.0 TERM AND TERMINATION

- 2.1 This Agreement shall be effective and in force commencing on July 30, 2018 and shall continue until there is an agreement to terminate this agreement as per the following provisions.

2.2 This Agreement may be terminated by either party for convenience upon five (5) days prior written notice to the other party. In the event of such termination, the Consultant shall retain and be entitled to all payments, received or scheduled to be received, under this Agreement up to and including the date of termination.

2.3 This Agreement may be terminated by either party *for just cause for any reason upon thirty (30) day prior* written notice to the other party. In the event of such termination, the Consultant shall retain and be entitled to all payments received or scheduled to be received under this Agreement up to and including the date of termination.

3.0 ASSIGNMENT AND INDEPENDENT CONSULTANT

3.1 Neither party shall assign or otherwise transfer its rights, duties or obligations under this Agreement, except with the prior written consent of the other party. Any assignment or transfer without such consent shall be void and of no effect.

3.2 The Consultant shall not without the prior written consent of the OIPC, contract out the performance of any part of its obligations under this Agreement, and any such consent shall not relieve the Consultant from any of its obligations under this Agreement or impose on the OIPC any liability to the subcontractor.

4.0 OBLIGATIONS OF THE COMPANY

4.1 The OIPC agrees to the obligations as set out in Schedule "B" attached hereto and forming part of this Agreement.

5.0 BENEFITS

5.1 The Consultant shall not be entitled to any of the rights or benefits afforded to employees of the OIPC or the public service of the Province of Saskatchewan.

6.0 PAYMENT

6.1 The OIPC shall pay the Consultant for the provision of Services under this Agreement \$300.00 for an evaluation and report. Any further services will be charged at a rate of \$80.00 per hour of service based on the actual number of service hours provided by the Consultant during the contract. Fees will be payable upon the receipt of an invoice. A

dated statement of service must be submitted with each invoice detailing hours worked and deliverables as per the timelines established in Schedule A. Payment of said invoice shall be processed within 30 business days from acceptance by the OIPC.

- 6.2 Subject to acceptance, the OIPC will pay to the Consultant the agreed to fees and disbursements for the provision of the services set out in this Agreement, provided that the fees payable under this agreement do not exceed \$20,000 per fiscal year.

7.0 TRAVEL EXPENSES

- 7.1 Should travel outside of Regina be required by the Consultant in the conduct of the Services provided, such travel must be authorized and approved by the OIPC and the Consultant will be reimbursed for expenses at the standard public service government rates.

- 7.2 Should the Consultant be required to overnight in Regina, the Consultant would be reimbursed for accommodation expenses to a maximum of \$200/day and provided with a meal allowance at the standard public service government rate, if applicable.

8.0 CONFIDENTIALITY

- 8.1 The Consultant acknowledges that certain written and verbal information disclosed to the Consultant by the OIPC under this Agreement are confidential and agrees to take all reasonable precautions, within the control of the Consultant, to avoid unauthorized disclosure or use of such information. This clause survives the termination of the agreement.

9.0 EXCLUSIVITY AND RIGHTS OF OWNERSHIP

- 9.1 The OIPC shall own:

- (i) all tangible property (including but not restricted to documents) produced; and
- (ii) the copyrights to all works (including but not restricted to) computer programs amended, created or authored by or for the Consultant to complete this agreement.

- 9.2 The Consultant shall retain ownership of all tangible property and the copyright to all works owned by the Consultant prior to the execution of this agreement.

- 9.3 All reports, documents, studies, materials, and information developed and produced under this Agreement, with the exception of the Consultant's working papers, shall become the exclusive property of the OIPC. Without limiting the generality of the foregoing, any copyright or other intellectual property in such material shall belong to the OIPC and the Consultant waives and assigns in favour of the OIPC any claim to copyright or other intellectual property.
- 9.4 The Consultant shall keep confidential and secure all files, documents, correspondence, materials and information obtained by the Consultant from the OIPC during this Agreement and the Consultant agrees that it shall not, either directly or indirectly, disclose or release any such material or information without obtaining the prior written consent of the OIPC.
- 9.5 The consultant shall not use or allow the use of files, documents, correspondence, materials and information obtained by the Consultant from the OIPC during this Agreement for any purpose except in connection with the provision and performance of the Services under this Agreement.
- 9.6 Upon the expiration of this Agreement, the Consultant agrees to immediately return to the OIPC all files, documents, correspondence and materials provided to the Consultant by the OIPC pursuant to this Agreement.
- 9.7 Clauses 9.1 to 9.5 shall survive any expiration or termination of this Agreement.

10.0 CONFLICT OF INTEREST

- 10.1 Should any potential conflict of interest come to its attention, the Consultant will advise the OIPC promptly and endeavour to resolve such potential conflict to the satisfaction of the OIPC.

11.0 LIMITATION OF LIABILITY

- 11.1 The Consultant's total liability under this Agreement shall be limited to the total amount actually paid to the Consultant by the OIPC during the term of this Agreement and under no circumstances shall the Consultant be deemed liable for indirect or consequential damages.
- 11.2 The Consultant shall indemnify and save harmless the OIPC from any and against all costs, losses, damages, judgements, claims, demands, suits, action or other proceedings

arising from anything done or omitted to be done by the Consultant, its contractors, officers, employees or agents in connection with the Services of this Agreement.

12.0 POSTING OF AGREEMENT

- 12.1 The Consultant acknowledges that this Contract will be posted on the OIPC website once executed.

13.0 GENERAL

- 13.1 This Agreement, embodies the entire Agreement between the parties and there are no further or other understandings or agreements, written or verbal, in effect between the two parties, relating to the subject matter hereof.

14.0 NOTICES

- 14.1 Any notice to be given under this Agreement shall be delivered in person, be signed for and shall be deemed to have been given on the date so delivered.

- 14.2 Any notice, report or communication required or permitted to be sent or delivered by the Consultant to the OIPC under this Agreement shall be delivered to:

Ms. Pam Scott
Director of Operations
Office of the Information and Privacy Commissioner
503 – 1801 Hamilton Street
Regina, Saskatchewan S4P 4B4

or such person and /or address as the OIPC may notify the Consultant in writing.

- 14.3 Any notice, report or communication required or permitted to be sent or delivered by the OIPC to the Consultant under this Agreement shall be delivered to:

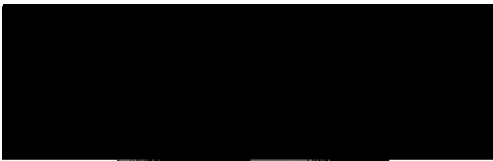
9265309 Canada Inc.

or such other person and/or address as the Consultant may notify the OIPC in writing.

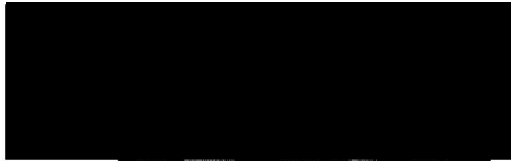
15.0 AMENDMENT

14.1 This Agreement constitutes the entire Agreement between the Consultant and the OIPC and may be amended in writing upon agreement by both parties.

SIGNED, SEALED AND DELIVERED in the presence of:



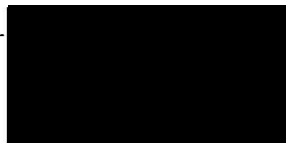
Witness



Ron Kruzeniski
Saskatchewan
Information
And Privacy
Commissioner

Aug. 14, 2018
Date

Witness



Brian Moore

Consultant, 9265309
Canada Inc.

August Date
13,
2018