

CONSULTING SERVICES AGREEMENT

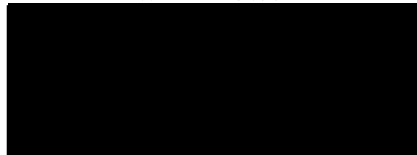
THIS AGREEMENT BETWEEN

The Office of the Saskatchewan Information and Privacy Commissioner
503 – 1801 Hamilton Street
Regina, Saskatchewan
S4P 4B4

HEREINAFTER referred to as the “OIPC”

- and -

Will Loewen



HEREINAFTER referred to as the “Contractor”

INTRODUCTION

The OIPC wishes to acquire from the Contractor and the Contractor wishes to provide to the OIPC, professional employee job description/job evaluation service and expertise (hereinafter called “Services”) in relation to specific positions and generally.

The parties agree that the Contractor is an independent contractor and not an employee of the Government of Saskatchewan.

THEREFORE in consideration of the mutual promises contained herein the parties agree as follows:

1.0 TERM AND TERMINATION

- 1.1 This Agreement shall be effective and in force commencing on December 8, 2021 and ending January 30, 2022. The parties hereto may, by mutual written agreement, extend this period.
- 1.2 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 Contractor 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.
- 1.3 This Agreement may be terminated by either party *for just cause for any reason upon one (1) day prior written notice* to the other party. In the event of such termination, the Contractor 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.

2.0 SERVICES

- 2.1 The Contractor agrees to provide Services of the type and in a manner consistent with the terms of reference as set out in Schedule "A" attached hereto and forming part of this Agreement.
- 2.2 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.
- 2.3 The Contractor shall not without the prior written consent of OIPC contract out the performance of any part of its obligations under this Agreement, and any such consent shall not relieve the Contractor from any of its obligations under this Agreement or impose on the Government of Saskatchewan any liability to the subcontractor.

3.0 OBLIGATIONS OF the OIPC

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

4.0 BENEFITS

- 4.1 The Contractor shall not be entitled to any of the rights or benefits afforded to employees of the Government of Saskatchewan.

5.0 PAYMENT

- 5.1 The OIPC shall pay the Contractor for the provision of Services under this Agreement.
- 5.2 The services mentioned in this Agreement are managerial services being purchased by a publicly funded agency within the Province of Saskatchewan and, therefore, are not subject to GST, nor PST.
- 5.3 Subject to acceptance, the OIPC will pay to the Contractor \$■■■■ per hour, the total to not exceed \$2,000 as the agreed to fee for the provision of the services set out in this Agreement, on the basis of an invoice to be submitted upon conclusion.

6.0 TRAVEL EXPENSES

Should travel outside of Regina be required by the Contractor in the conduct of the Services provided, such travel must be authorized and approved by the OIPC and the Contractor will be reimbursed for expenses at the standard Government of Saskatchewan travel rates.

7.0 CONFIDENTIALITY

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

8.0 EXCLUSIVITY AND RIGHTS OF OWNERSHIP

8.1 The OIPC shall own all tangible property (including but not restricted to documents) produced.

This clause survives the termination of this agreement.

8.2 The Contractor shall retain ownership of all tangible property and the copyright to all works created by the Contractor pursuant to the execution of this agreement.

9.0 CONFLICT OF INTEREST

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

10.0 LIMITATION OF LIABILITY

10.1 The Contractor's total liability under this Agreement shall be limited to the total amount actually paid to the Contractor by the OIPC during the term of this Agreement and under no circumstances shall the Contractor be deemed liable for indirect or consequential damages.

10.2 The Contractor shall indemnify and save harmless the OIPC against all costs, losses, damages, judgements, claims, demands, suits, action or other proceedings arising from anything done or omitted to be done by the Contractor, its contractors, officers, employees or agents in connection with the Services of this Agreement.

11.0 GENERAL

11.1 This Agreement, including the Schedule attached hereto, 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.

11.2 This Agreement shall not be assignable by either party without the prior written consent of the other party.

12.0 NOTICES

12.1 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.

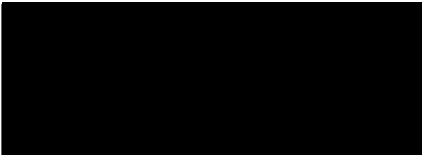
12.2 Any notice, report or communication required or permitted to be sent or delivered by the Contractor to the OIPC under this Agreement shall be delivered to:

Ron Kruzeniski
503 – 1801 Hamilton Street
Regina, SK S4P 4B4
Email: rkruzeniski@oipc.sk.ca

or such person and /or address as the agency may notify the Contractor in writing.

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

Will Loewen



13.0 AMENDMENT

This Agreement constitutes the entire Agreement between the Contractor 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

Dec 16/2021
Date



Witness


Contractor

Dec 9/2021
Date

SCHEDULE "A"

Scope of Work

The Contractor agrees to provide services to complete the following scope of work under the Terms of this Agreement:

Job description drafts and classification recommendations for the Executive Director of Corporate Services (taking out the intake function of job).

SCHEDULE "B"

STATEMENT OF OBLIGATIONS

The OIPC will provide the contractor with electronic access to the requisite documents, files, and templates to assist the contractor in performing the services described in Schedule "A".

SCHEDULE "A"

Scope of Work

The Contractor agrees to provide services to complete the following scope of work under the Terms of this Agreement:

Job description drafts and classification recommendations for specific positions as requested by Agency.

SCHEDULE "B"

STATEMENT OF OBLIGATIONS

The OIPC will provide the contractor with electronic access to the requisite documents, files, and templates to assist the contractor in performing the services described in Schedule "A".