

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 -

Renee Barrette

HEREINAFTER referred to as the "Contractor"

1.0 SERVICE

- 1.1. The OIPC engages the Contractor, subject to the terms and conditions of this Agreement to analyze, research and investigate requests for review and privacy breach case files and develop reports with findings and recommendations in relation to *The Freedom of Information and Protection of Privacy Act, The Local Authority Freedom of Information and Protection of Privacy Act and The Health Information Protection Act*; to communicate with local authorities, government institutions and health trustees on issues related to case files in order to solve problems under the direction and to the satisfaction of the Manager of Compliance or the Executive Director of Compliance; to work and be available for meetings during normal business hours to be agreed upon by the Manager of Compliance.
- 1.2. The Contractor is an independent Contractor and not an employee of the OIPC.

2.0 TERM AND TERMINATION

- 2.1 This Agreement shall be effective and in force commencing on October 18, 2021 and shall continue until March 31, 2022 unless there is an agreement to terminate this agreement beforehand as per the following provisions.
- 2.2 This Agreement may be terminated by either party for any reason 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.



3.0 ASSIGNMENT AND INDEPENDENT CONTRACTOR

- 3.1 Neither party shall assign or otherwise transfer its rights, duties or obligations under this Agreement.
- 3.2 The Contractor shall only work on equipment supplied by the OIPC.

4.0 OBLIGATIONS OF THE OIPC

- 4.1 The OIPC agrees to provide all relevant documentation and equipment (cell phone and laptop) to the Contractor and to co-ordinate the logistics for any required meetings with OIPC employees.
- 4.2 The Contractor will work through the Manager of Compliance or the Executive Director of Compliance for any logistical requirements, receive file assignments and to collect and coordinate any feedback from the OIPC regarding changes to content, wording or comments, findings and recommendations for case files.

5.0 BENEFITS

- 5.1 The Contractor 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 will pay the Contractor for services rendered at the rate of \$█/hour based on the actual number of hours worked during the contract; not to exceed 40 hours of work per week.

Fees will be payable upon satisfactory evidence of the provision of such Contracted Services as well as the submission of a detailed invoice including dates, times, what work was completed, etc. once per month. Payment of said invoice shall be paid within 30 days of being approved by the OIPC.

7.0 CONFIDENTIALITY

- 7.1 The Contractor shall keep private, treat as being confidential, and not make public or divulge during as well as after the term of this Agreement, any information or material, either written or verbal, to which the Contractor becomes privy as a result of acting under this Agreement and the Contractor will comply with section 46 of *The Freedom of*



Information and Protection of Privacy Act and section 54 of *The Health Information Protection Act*. The Contractor will also sign an Oath of Office prior to the start date of the Agreement.

8.0 EXCLUSIVITY AND RIGHTS OF OWNERSHIP

8.1 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 Contractor to complete this agreement.

8.2 All reports, documents, studies, materials, and information developed and produced under this Agreement, including the Contractor'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 Contractor waives and assigns in favour of the OIPC any claim to copyright or other intellectual property.

8.3 The Contractor shall keep confidential and secure all files, documents, correspondence, materials, information and equipment obtained by the Contractor from the OIPC during this Agreement and the Contractor 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.

8.4 The Contractor shall not use or allow the use of files, documents, correspondence, materials, information and equipment obtained by the Contractor from the OIPC during this Agreement for any purpose except in connection with the provision and performance of the Services under this Agreement.

8.5 Upon the expiration of this Agreement, the Contractor agrees to immediately return to the OIPC all files, documents, correspondence, materials and equipment provided to the Contractor by the OIPC pursuant to this Agreement.

8.6 Clauses 8.1 to 8.5 shall survive any expiration or termination of this Agreement.

9.0 CONFLICT OF INTEREST

9.1 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 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 Contractor, its contractors, officers, employees or agents in connection with the Services of this Agreement.

11.0 GENERAL

- 11.1 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.

12.0 NOTICES

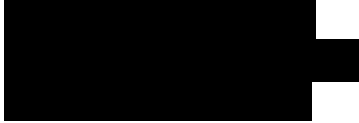
- 12.1 Any notice to be given under this Agreement shall be delivered in person, be signed for and shall be deemed to have been given on the date so delivered.
- 12.2 Any notice, report or communication required or permitted to be sent or delivered by the Contractor to the OIPC under this Agreement shall be delivered preferably by email to:

Alyx Larocque
Manager of Compliance
Office of the Information and Privacy Commissioner
503 – 1801 Hamilton Street
Regina, Saskatchewan S4P 4B4
alarocque@oipc.sk.ca

or such person and /or address as the OIPC 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:

Renee Barrette





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

13.0 AMENDMENT

13.1 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:

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|  | | August 10, 2021 |
| Witness | Ron Kruzeniski, Saskatchewan Information and Privacy Commissioner | Date |
|  | Renee Barrette, Contractor | August 11, 2021 |
| Witness | | Date |