



CONSULTING SERVICES AGREEMENT

THIS AGREEMENT IS BETWEEN:

**Office of the Saskatchewan Information and Privacy Commissioner
Ron Kruzeniski
503 – 1801 Hamilton Street
Regina, Saskatchewan S4P 4B4
(hereinafter referred to as the "IPC")**

-and-

**Dwayne Meisner
(HEREINAFTER referred to as the "Consultant")**

The parties agree as follows:

1. Service

- 1.1. The IPC engages the Consultant, subject to the terms and conditions of this Agreement, to provide Records Management Support.
- 1.2. The Consultant agrees to provide confidential records management support that includes the development of a destruction list and boxing of records that have met the criteria for the destruction schedule according to *The Archives and Public Records Management Act*.
- 1.3. The Consultant represents and warrants to the IPC that the Consultant has the required skills, ability, qualifications, and experience to perform the consulting services requested.
- 1.4. The parties acknowledge and agree that their arrangement is non-exclusive and that the Consultant may, from time to time, perform services for parties other than the IPC during the term of this agreement, provided that the performance of such other services shall not interfere with the delivery of consulting services and shall not otherwise be in contravention of this agreement.

2. Term and Termination

- 2.1 This Agreement shall be effective and in force commencing on February 11, 2019 and shall continue until there is an agreement to terminate this agreement in accordance with clause 2.2 on March 8th.
- 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 one 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. Assignment and Independent Consultant

- 3.1 It is the intention of the parties that this is an agreement for the performance of services; that the consultant is engaged as an independent contractor providing such services to the IPC; that the consultant is **not** engaged as the employee of the IPC.
- 3.2 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.
- 3.3 The Consultant shall not without the prior written consent of the IPC, 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 IPC any liability to the subcontractor.

4. Benefits

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

5. Payment

- 5.1 The IPC shall pay the consultant for the provision of Services under this Agreement at a rate of \$ [REDACTED] per hour. Fees will be payable upon the receipt of an invoice detailing hours worked. Payment of said invoice shall be processed within 30 business days from acceptance by the IPC.

6. Standards of Conduct

6.1 The Consultant acknowledges that he/she has reviewed and agrees to provide services in accordance with the terms and conditions of the IPC Expectations - Standards of Conduct policy attached as Schedule "A" to this agreement, applicable to all workers and contract service providers engaged by the IPC.

7. Ownership and Confidentiality

7.1 The Consultant agrees that all information gathered or viewed, materials collected and reports produced shall be the sole property of the IPC, and the Consultant shall not in any way use or disclose said information, materials or reports. This clause survives the termination of the agreement.

8. Exclusivity and Right of Ownership

8.1 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 IPC. Without limiting the generality of the foregoing, any copyright or other intellectual property in such materials shall belong to the IPC and the Consultant waives and assigns in favour of the IPC any claim to copyright or other intellectual property.

8.2 The Consultant shall keep confidential and secure all files, documents, correspondence, materials and information obtained by the Consultant from the IPC 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 IPC.

9. Limitation of Liability

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

9.2 The Consultant shall indemnify and save harmless the IPC 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.

10. Conflict of Interest

10.1 The Consultant acknowledges that he/she has reviewed and agrees to provide services in accordance with the terms and conditions of the IPC Expectations - Conflict of Interest policy attached as Schedule "B" to this agreement, applicable to all workers and contract service providers engaged by the IPC.

11. Posting of Agreement

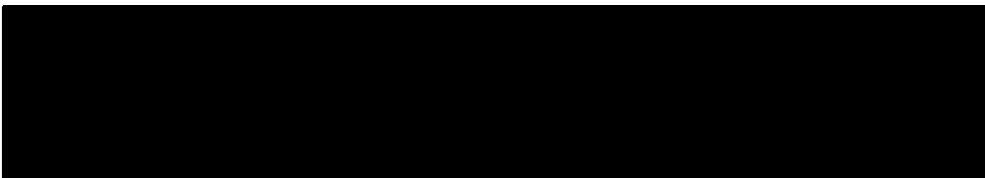
11.1 The Consultant acknowledges that this contract will be posted on the IPC website once executed.

12. Amendment

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

IN WITNESS WHEREOF the parties have executed this agreement on the day and year first above written.

Signed and delivered:

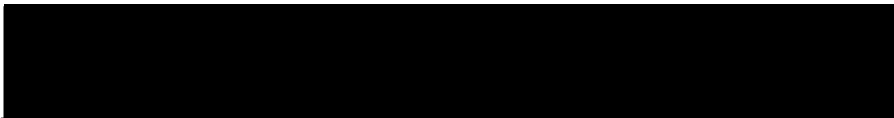


Witness

Ron Kruzeniski, Q.C.
Saskatchewan Information and
Privacy Commissioner

January 30, 2019

Date



Witness
Contractor

[Consultant name]

Jan-30, 2019

Date