

**THIS AGREEMENT MADE November 8, 2017.**

**BETWEEN**

OFFICE OF THE INFORMATION AND PRIVACY COMMISSIONER OF  
SASKATCHEWAN

(called the OIPC)

-and -

A.NET SOLUTIONS INC.

(called the Vendor)

**WHEREAS** the Vendor is in the business of providing information technology services in Canada by proprietary software entitled DataByDesign.

**AND WHEREAS** the OIPC wishes to develop a case management and document management system as outlined in the Request for Proposal (RFP) (Appendix A).

**AND WHEREAS** the Vendor and the OIPC wish to formalize their relationship in respect of such mutual efforts.

The parties agree as follows:

**1. Services**

The Vendor will provide the services as set out in this Agreement and in:

- (a) the RFP (Appendix A)
- (b) the proposal in response to the RFP (Appendix B)
- (c) the presentation to the OIPC on October 27, 2017 (Appendix C)

herein called “the services”.

## **2. Fees**

The OIPC agrees to pay the fees for the phases outlined in the RFP:

### **(a) For Phase I:**

- (i) On receiving an invoice from the Vendor, \$23,000.00 on December 31, 2017;
- (ii) On receiving an invoice from the Vendor, \$23,000.00 on January 31, 2018;
- (iii) Upon the implementation of Phase I and a provision of an invoice by the Vendor, \$25,878.60 but this amount will be due and owing no later than March 31, 2018.

### **(b) for Phase II:**

- (i) On receiving an invoice from the Vendor, \$14,000.00 on March 31, 2018;
- (ii) On implementation of Phase II and on receiving an invoice from the Vendor, \$13,136.00.

## **3. Implementation Dates**

The Vendor shall provide the services and implement as follows:

- (a) Phase I, February 28, 2018;
- (b) Phase II, May 31, 2018.

## **4. Maintenance and Support**

**4.1** The Vendor will provide maintenance and support of the configured DataByDesign system until the implementation of Phase II and for one year after the implementation of Phase II at no charge to the OIPC.

**4.2** The OIPC shall have the option, on the first anniversary date of the implementation of Phase II, to engage the Vendor to provide maintenance and support for the next year at a fee of \$2,374.40 and upon the OIPC exercising this option, the Vendor shall provide an invoice for that amount.

**4.3** On each of the next 10 succeeding anniversary dates of the implementation of Phase II, the OIPC shall have the option to engage the Vendor to provide maintenance and support for the following year at the previous year's charge plus no more than 2% and upon the OIPC exercising this option, the Vendor shall provide an invoice to the OIPC.

**4.4** During the time the Vendor is providing maintenance and support under this Agreement, the Vendor shall provide all upgrades to DataByDesign and related functionality such as Jasper and optical recognition software. This does not include new modules developed by the Vendor after the date of this Agreement such as calendar functionality. The OIPC has the option to acquire additional modules at a price to be set by the Vendor.

**4.5** After the implementation date of Phase II, any additional work requested by the OIPC will be charged for at \$800 per day and the Vendor shall invoice the OIPC on a monthly basis. The rate of \$800 per day for additional work may increase up to 2% per year.

**5. Licensing and Intellectual Property Rights**

Pursuant to this Agreement, the Vendor shall provide a license to the OIPC to use the configured DataByDesign system but the Vendor retains all Intellectual Property Rights and Moral Rights on any and all deliverables.

**6. Term of Agreement**

The term of this Agreement commences on November 8, 2017 and ends when this Agreement is terminated pursuant to section 7.

**7. Termination**

**7.1** The parties have the right to termination as outlined in the RFP (Appendix A).

**7.2** If either party terminates under this Agreement, sections 5, 8 and 9 in this agreement continue to be in full force.

**8. Source Code in Escrow**

If requested by the OIPC, the Vendor must deliver to the OIPC or put in place for the OIPC, at no additional charge, whatever escrow arrangements, if any, it usually puts in place for its customers, and must give the OIPC, within thirty (30) days from the date of the request, a copy of the agreement either to the OIPC or to any escrow agent which sets out the conditions under which the escrow is authorized to release the source code to the OIPC.

**9. Confidentiality**

**9.1** The OIPC may terminate the Agreement pursuant to section 7, by written notice to the Vendor if the Vendor, its agents, officers or employees breach any of the confidentiality provisions of this Agreement.

**9.2** (a) All information, documents, data, software and other OIPC information, including passwords, Personal Information within the meaning of *The Freedom of Information and Protection of Privacy Act*, *The Local Authority Freedom of Information and Protection of Privacy Act* and Personal Health Information within the meaning of *The Health Information Protection Act*, whether in paper, electronic or other form and shared orally, visually or electronically, (the “OIPC’s Materials”) which is provided to or obtained by the Vendor or its agents, officers or employees in the course of performing the services under this Agreement shall be treated and maintained by the Vendor as confidential and shall not be disclosed except with the prior written consent of the OIPC.

(b) While OIPC materials are located at the OIPC’s premises or the Legislative Assembly building, the Vendor shall safeguard OIPC materials in accordance with the OIPC’s information security policies and practices applicable to the OIPC. OIPC materials shall only be removed from the OIPC’s premises or the Legislative Assembly building if and to the extent necessary to perform the services under this Agreement and only with the prior knowledge of the OIPC. The Vendor shall safeguard OIPC materials that are removed from the OIPC’s offices in the same manner and to the same extent that it safeguards confidential documents, data and information of its own, or in such manner and to such extent as the OIPC may otherwise require.

(c) The Vendor shall use OIPC materials only for the purpose of designing, configuring, testing and implementing a configured DataByDesign system. The Vendor shall only divulge OIPC materials to those of its officers, employees and agents necessary for the design, configuration and testing of the system. The Vendor shall ensure that such officers, employees and agents are aware of and comply with the provisions of this section.

(d) If to provide the services the Vendor must disclose or make accessible any OIPC materials to a third party, the Vendor shall, before doing so obtain from the OIPC its express written consent and the obtain from the third party a written Agreement in favour of the Vendor and the OIPC, under which the third party agrees to be bound by the obligations contained in this section.

(e) The Vendor agrees to permit the OIPC to have access to the Vendor's premises, records and employees at any reasonable time to perform reviews and audits to ensure that the Vendor is meeting the requirements of this section. The Vendor further agrees to provide its full co-operation for the purposes of such reviews and audits. Officers and employees of the Vendor and its agents will be subject to the same electronic monitoring as OIPC employees while on the OIPC's premises.

(f) The Vendor will immediately report to the OIPC:

- (i) if the Vendor is served with an order, demand, warrant or any other document purporting to compel the production of any of the OIPC's materials; or
- (ii) if the Vendor knows of or suspects that:
  - a. there has been a breach or loss of the information, or
  - b. that the confidentiality of the OIPC's materials has been compromised.

(g) The Vendor shall return to the OIPC all OIPC materials, except to the extent that the OIPC agrees in writing to the destruction by the Vendor of any of the OIPC materials in which case the Vendor shall confirm in writing to the OIPC that such OIPC materials have been destroyed:

- (i) when they are no longer required by the Vendor to provide services; and
- (ii) as soon as possible but not later than 15 days of the date of termination or expiration of the Agreement.

(h) This section shall survive the expiration or termination of this Agreement.

## **10. Indemnity**

The Vendor will indemnify and save harmless the OIPC from and against any liabilities, damages or other claims for infringement of any copyright, patent, trademark, trade secret or other industrial or intellectual property right by the Vendor.

## **11. Appointments**

**11.1** The OIPC designates Pam Scott, Director of Operations as the project manager, who will be responsible for directing all activities of the OIPC affecting the provision by the Vendor of the services.

**11.2** The Vendor will designate a project manager, who will be responsible for directing all activities of the Vendor affecting the provision by the Vendor of the services.

## **12. Posting of Agreement**

The Vendor acknowledges that this Agreement, not including Appendices, will be posted on the OIPC website once executed.

### **13. Subcontracting**

The Vendor 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 by the OIPC shall not relieve the Vendor from any of its obligations under this Agreement or impose on the OIPC any liability to the subcontractor. Subcontracting without the prior written consent of the OIPC constitutes a valid reason for the purposes of terminating this Agreement.

### **14. Appropriation**

Payment by the OIPC under or pursuant to this Agreement is subject to an appropriation being made by the Legislature of the Province of Saskatchewan for the services to be provided under this Agreement in the fiscal year of the OIPC in which the liability to pay arises per subsection 33(2) of *The Financial Administration Act*, 1993 for the Province of Saskatchewan.

### **15. General**

15.1 The Appendices A, B and C form part of the Agreement between the parties and if there is a conflict between the wording in the Appendices and this Agreement, this Agreement shall prevail.

15.2 The Agreement is to be governed by the laws of Saskatchewan.

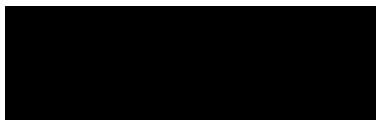
### **16. Notices**

Notices given under this Agreement can be given by email:

- a. To the OIPC – Ms. Pam Scott [pscott@OIPC.sk.ca](mailto:pscott@OIPC.sk.ca)
- b. To the Vendor – Ms. Annette Noronha [anoronha@anetsolutions.ca](mailto:anoronha@anetsolutions.ca)

The parties hereto have executed this Agreement, as of the date set forth above, through and by their duly authorized representatives.

**Office of the Information and  
Privacy Commissioner**



Per: \_\_\_\_\_

Ronald J. Kruzeniski, Q.C.  
Saskatchewan Information and  
Privacy Commissioner

**A.Net Solutions Inc.**



Per: \_\_\_\_\_

Annette Noronha, President & CFO  
A.Net Solutions Inc.