



## CONSULTING SERVICES AGREEMENT

**THIS AGREEMENT MADE June 17, 2016**

**BETWEEN**

Saskatchewan Information and Privacy Commissioner  
represented by Ronald J. Kruzeniski

the “IPC”

- AND -

Bravo Tango Advertising Firm Inc.

the “Consultant”

### **1.0 SERVICE**

- 1.1. The IPC engages the Consultant, subject to the terms and conditions of this Agreement, to design a new website and platform for the IPC.
- 1.2. The work to be undertaken and provided by the Consultant pursuant to this Agreement shall be as described in the attached Schedule A.
- 1.3. The Consultant is an independent contractor and not an employee of the IPC.

### **2.0 RESOURCE ASSIGNMENT**

- 2.1 The Consultant will provide the following resource(s) for the provision of the services as outlined in this Agreement:

Gillian Roth, Interactive Coordinator  
Kristina Pearson, Interactive Designer  
Kyle Krug, Web Developer  
Vaughn Royko, Web Developer  
Ben Tingley, CEO

[herein the “resource(s)”]

- 2.2 In the event the Consultant desires to replace a resource(s), the Consultant shall, in advance, review with and obtain the written approval of the IPC to do so, which will not be unreasonably withheld. All replacement personnel must be of at least the same level and qualification as the resource being replaced.

2.3 The IPC may request the Consultant remove any resource deemed to be unacceptable and, if so requested, the Consultant shall take all reasonable steps to efficiently remove and replace the resource with a new resource acceptable to the IPC. Any replacement personnel proposed shall be of at least the same level and qualification as the person being replaced.

### **3.0 TERM AND TERMINATION**

3.1 This Agreement shall be effective and in force commencing on June 17, 2016 and shall continue until October 21, 2016, the work described in the Agreement is completed, or this Agreement is terminated pursuant to this Agreement.

3.2 This Agreement can be terminated by mutual agreement of the parties and at that time the IPC will pay for the number of hours worked, not to exceed 100 hours at the rate of \$115 per hour.

### **4.0 ASSIGNMENT AND INDEPENDENT CONSULTANT**

4.1 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.

4.2 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.

### **5.0 PAYMENT**

5.1 The IPC shall pay the Consultant for the provision of services under this Agreement at the amount fixed of \$15,525.00. This fixed amount includes all expenses normally incurred in providing services including word processing, reports, photocopying, courier charges, telephone charges and local travel. Fees will be payable upon the receipt of an invoice on completion of the services.

5.2 Payment of the invoice shall be processed within 30 business days from acceptance by the IPC.

5.3 The services mentioned in this Agreement are being purchased by the IPC and, therefore, are not subject to the Goods and Service's Tax. Our GST registration number is 107 864 258.

5.4 Subject to acceptance, the IPC 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 \$15,525.00 per fiscal year.

## **6.0 TRAVEL EXPENSES**

- 6.1 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 IPC in advance and the Consultant will be reimbursed for expenses at the standard public service government rates.

## **7.0 CONFIDENTIALITY**

- 7.1 The Consultant acknowledges that all written and verbal information disclosed to the Consultant by the IPC 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.
- 7.2 The IPC will disclose this Agreement and Schedules by posting it to its website once signed by both parties.

## **8.0 EXCLUSIVITY AND RIGHTS OF OWNERSHIP**

- 8.1 The IPC 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.
- 8.2 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.
- 8.3 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 IPC. Without limiting the generality of the foregoing, any copyright or other intellectual property in such material shall belong to the IPC and the Consultant waives and assigns in favour of the IPC any claim to copyright or other intellectual property.
- 8.4 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.
- 8.5 The Consultant shall not use or allow the use of files, documents, correspondence, materials and information obtained by the Consultant from the IPC during this Agreement for any purpose except in connection with the provision and performance of the services under this Agreement.

8.6 Upon the expiration of this Agreement, the Consultant agrees to immediately return to the IPC all files, documents, correspondence and materials provided to the Consultant by the IPC pursuant to this Agreement.

8.7 Clauses 8.1 to 8.7 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 Consultant will advise the IPC promptly and endeavour to resolve such potential conflict to the satisfaction of the IPC.

## **10.0 LIMITATION OF LIABILITY**

10.1 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.

10.2 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.

## **11.0 CHANGES**

11.1 If the IPC requests additional work, the request must be in writing and the Consultant will provide an estimate of that work at an hourly rate of \$115.00 and will not be given the work until the estimate is approved by the IPC.

11.2 Changes requested pursuant to section 11.1 shall be set out in a document executed by both parties.

## **12.0 GENERAL**

12.1 This Agreement, including the Schedules 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.

## **13.0 NOTICES**

13.1 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.

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

Ronald J. Kruzeniski  
Saskatchewan Information and Privacy Commissioner  
503 - 1801 Hamilton Street  
Regina, Saskatchewan S4P 4B4

or such person and /or address as the Saskatchewan Information and Privacy Commissioner may notify the Consultant in writing.

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

Ben Tingley, CEO  
Bravo Tango Advertising Firm, Inc.  
1630B 8<sup>th</sup> Avenue  
Regina, Saskatchewan S4R 1E5

or such other person and/or address as the Consultant may notify the Saskatchewan Information and Privacy Commissioner in writing.

#### 14.0 AMENDMENT

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

#### SIGNED AND DELIVERED in the presence of:

_____	Per:	_____
Witness	Ronald J. Kruzeniski Information and Privacy Commissioner of Saskatchewan	Date

_____	Per:	_____
Witness	Ben Tingley, President/CEO Bravo Tango Advertising Firm, Inc., Consultant	Date

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## SCHEDULE “A”

### **SCOPE OF WORK**

The Consultant agrees to provide services to complete the following scope of work before the expiry of the Term of this agreement:

- A modern responsive and aesthetically pleasing website design that works across multiple platforms and browsers;
- User friendly wireframes to organize and align content to ensure a positive User Experience (UX) and easy site navigation;
- Strong Search Engine Optimization (SEO) implementation utilizing the latest techniques to ensure a strong organic ranking in multiple search engines;
- A dynamic but simple Content Management System to drive the content of the website and allow updates to that content by individuals with minimal web design experience;
- Steps to ensure site security;
- The ability to organize and host videos from multiple sources;
- The ability to add new features easily in future;
- Compliance within WCAG (Web Content Accessibility Guidelines) for maximum accessibility.
- Hosting of both the website and database which collects and tracks site visitor information to include:
  - Pages visited
  - Length of page visit
  - Visitor trends
  - Visitor origin URLs
  - Search tool analysis
  - Visitor page maps
  - Site referrals

The scope of this project includes all design, development, coding, licensing, and hosting of IPC’s website.

### **DELIVERABLES**

Planning/Research – June 27 - July 1, 2016

Discovery meeting – July 4 - 8, 2016

Planning/Research – July 11 - 15, 2016

Wireframe – July 18 – August 1, 2016

Presentation – August 8 - 12, 2016

Design – August 15 - 29, 2016

Proof 1 – September 5 - 9, 2016

Proof 2 – September 12 – 16, 2016

Coding – September 12 - 26, 2016

Final content – September 19 – October 3, 2016

Testing / Training – October 3 - 10, 2016

Final approval – October 17 - 20, 2016

Launch – October 21, 2016