

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT made this 1st day of December, 2023

BETWEEN

Office of the Saskatchewan Information and Privacy Commissioner,
Ronald J. Kruzeniski, K.C., 503 - 1801 Hamilton Street, Regina, Saskatchewan
S4P 4B4

HEREINAFTER referred to as the
"OIPC"

-and -

Wayne Dale, Regina, Saskatchewan

HEREINAFTER referred to as the
"Lawyer"

1.0 SERVICE

- 1.1.** The OIPC engages the Lawyer, subject to the terms and conditions of this Agreement, to provide legal services to the OIPC in the form of legal research, legal advice and opinions, occasional appearances in court and occasional communications with public bodies or staff of the OIPC.
- 1.2.** The Lawyer 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 December 1, 2023, and shall continue until November 30, 2024, unless there is an agreement to terminate this Agreement as per the following provisions.
- 2.2** This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. In the event of such termination, the Lawyer 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

- 3.1** 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.
- 3.2** The Lawyer shall not without the prior written consent of the OIPC, contract out the performance of any part of the Lawyer's obligations under this Agreement, and any such consent shall not relieve the Lawyer from any of the Lawyer's obligations under this Agreement or impose on the OIPC any liability to the subcontractor.

4.0 OBLIGATIONS OF THE OIPC

- 4.1** The OIPC agrees to provide all relevant documentation to the Lawyer and to co-ordinate the logistics for any required meetings with OIPC employees.

5.0 BENEFITS

- 5.1** The Lawyer 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 to the Lawyer as a retainer for services in the amounts as follows:

December 1, 2023, - \$ [REDACTED]
March 1, 2024 - \$ [REDACTED] on
June 1, 2024 - \$ [REDACTED] and
September 1, 2024, - \$ [REDACTED]

unless terminated pursuant to clause 2.2.

- 6.2** The OIPC will pay the Lawyer for services rendered at the rate of \$ [REDACTED]/hour plus incidentals (e.g., parking) based on the actual number of hours worked during the contract. Fees will be payable upon the submission of a detailed invoice. Payment of said invoice shall be paid within 30 days of being approved by the OIPC.

7.0 CONFIDENTIALITY

- 7.1** The Lawyer acknowledges that certain written and verbal information disclosed to the Lawyer by the OIPC under this Agreement are confidential and agrees to take all reasonable precautions, within the control of the Lawyer, to avoid unauthorized collection, use or disclosure of such information. This clause survives the termination 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 Lawyer to complete this Agreement.

8.2 The Lawyer shall retain ownership of all tangible property and the copyright to all works owned by the Lawyer 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 Lawyer'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 Lawyer waives and assigns in favour of the OIPC any claim to copyright or other intellectual property.

8.4 The Lawyer shall keep confidential and secure all files, documents, correspondence, materials, and information obtained by the Lawyer from the OIPC during this Agreement and the Lawyer agrees that the Lawyer shall not, either directly or indirectly, disclose or release any such material or information without obtaining the prior written consent of the OIPC.

8.5 The Lawyer shall not use or allow the use of files, documents, correspondence, materials, and information obtained by the Lawyer from the OIPC 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 Lawyer agrees to immediately return to the OIPC all files, documents, correspondence, and materials provided to the Lawyer by the OIPC pursuant to this Agreement.

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

11.0 EQUIPMENT

11.1 The Lawyer must ensure there is a designated space for remote work that is appropriate to the duties of the position and meets health and safety, and privacy and records management requirements.

11.2 The OIPC will provide equipment as follows:

| Item | Model # | Serial # | Asset Tag# |
|--|---|----------|------------|
| Laptop with docking station (keyboard - No and mouse - No) | HP Elitebook 850 G8 15.6 Laptop 33Y74UT#ABA HP EliteBook 850 G8 - 15.6" - Core i5 1135G7 - 8 GB RAM - 256 GB SSD - US | | |
| Office Supplies | Fellowes 79ci Shredder, Laptop charger. | | |

11.3 The Lawyer understands and agrees that any OIPC provided equipment remain the OIPCs property. The Lawyer will be the sole user of the equipment provided by the OIPC.

11.4 The Lawyer is responsible for the equipment when this Agreement terminates.

12.0 TERMINATION OF PREVIOUS AGREEMENT

12.1 The parties agreement dated December 1, 2022, is terminated as of December 1, 2023.

13.0 GENERAL

13.1 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.

14.0 NOTICES

14.1 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.

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

Ronald J. Kruzeniski, K.C.
Information and Privacy Commissioner of Saskatchewan
Office of the Information and Privacy Commissioner
503 -1801 Hamilton Street
Regina, Saskatchewan S4P 4B4

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

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

Wayne Dale
Regina, Saskatchewan

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

15.0 AMENDMENT

15.1 This Agreement constitutes the entire Agreement between the Lawyer and the OIPC and may be amended in writing upon agreement by both parties.

SIGNED, SEALED AND DELIVERED in the presence of:

[Redacted Signature]

Nov. 20, 2023

Witness

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

Date

[Redacted Signature]

Nov. 21, 2023

Witness

Wayne Dale, Lawyer

Date