

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 -

Kara Philip

HEREINAFTER referred to as the "Consultant"

1.0 SERVICE

- 1.1. The OIPC engages the Consultant, subject to the terms and conditions of this Agreement to assist the new Manager of Communication when needed.
- 1.2. The work undertaken will include but is not limited to assisting the Manager of Communication on webinars, the development of the IPC Estimates document, and the development of the IPC Annual Report including the development of statistical data. The Consultant will be available for meetings during normal business hours.
- 1.3. The Consultant is an independent Consultant 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 1, 2021 and shall continue until July 1, 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 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.

3.0 ASSIGNMENT AND INDEPENDENT CONSULTANT

- 3.1 Neither party shall assign or otherwise transfer its rights, duties or obligations under this Agreement.



- 3.2 The Consultant 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 shall not relieve the Consultant from any of its obligations under this Agreement or impose on the OIPC any liability to the sub-Consultant.

4.0 OBLIGATIONS OF THE OIPC

- 4.1 The OIPC agrees to engage the Consultant when needed and provide all relevant documentation and to coordinate the logistics for any one-on-one meetings with the Manager of Communication.

5.0 BENEFITS

- 5.1 The Consultant 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 Consultant for services rendered at the rate of \$[REDACTED]/hour based on the actual number of hours worked during the contract; not to exceed 80 hours of work between October 1, 2021 to March 31, 2022 and 40 hours of work between April 1 to July 1, 2022. Maximum hours can be extended by the Commissioner.

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 Consultant 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 Consultant becomes privy as a result of acting under this Agreement and the Consultant 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 Consultant 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 Consultant to complete this agreement.

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

8.3 The Consultant shall keep confidential and secure all documents, correspondence, materials, information obtained by the Consultant from the OIPC 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 OIPC.

8.4 The Consultant shall not use or allow the use of documents, correspondence, materials or information obtained by the Consultant 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 Consultant agrees to immediately return to the OIPC all documents, correspondence and materials provided to the Consultant 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 Consultant 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 Consultant's total liability under this Agreement shall be limited to the total amount actually paid to the Consultant by the OIPC 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 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 Consultant, its Consultants, 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

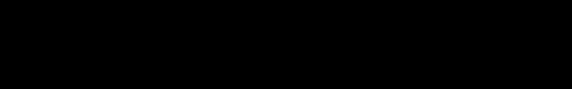
- 12.1 Any notice to be given under this Agreement shall be delivered in person, be signed for and shall be deemed to have been given on the date so delivered.
- 12.2 Any notice or communication required or permitted to be sent or delivered by the Consultant to the OIPC under this Agreement shall be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

Pam Scott
Executive Director of Corporate Services
Office of the Information and Privacy Commissioner
503 – 1801 Hamilton Street
Regina, Saskatchewan S4P 4B4
pscott@oipc.sk.ca

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

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

Kara Philip

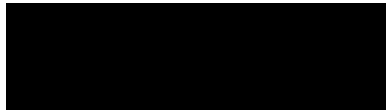


or such other person and/or address as the Consultant may notify the OIPC in writing.

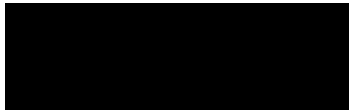
13.0 AMENDMENT

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

SIGNED, SEALED AND DELIVERED in the presence of:



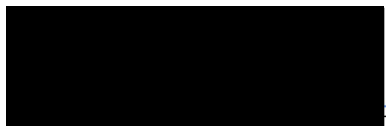
Witness



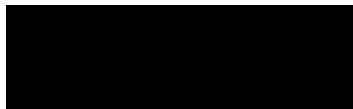
Ron Kruzeniski, Saskatchewan
Information and Privacy
Commissioner

Sept. 29/21

Date



Witness



Kara Philip, Consultant

Sept. 28/21

Date