FORM D
[*Clause 5(d)*]

Cabinet Records

AGREEMENT DATED THE _____ DAY OF _____, 20 _____.

BETWEEN:

The Honourable _____
(the "Premier")

– and –

The Provincial Archives of Saskatchewan
(the "Provincial Archives")

Whereas the Provincial Archives is authorized pursuant to *The Archives and Public Records Management Act* to receive and manage Cabinet records (the "Records") in accordance with an approved records schedule and pursuant to a written agreement between the Provincial Archives and the Premier;

AND WHEREAS the Premier is the custodian of the Records relating to the activities of Cabinet;

AND WHEREAS the Premier recognizes that the Records are of provincial significance and should be preserved for reasons of accountability and for future use by the people of Saskatchewan;

AND WHEREAS the Premier wishes to transfer to the Provincial Archives the existing Records and any Records to be created in the future during his or her term(s) of office as Premier of Saskatchewan, subject to the restrictions on access to and use of the Records stipulated in this agreement and as permitted by *The Freedom of Information and Protection of Privacy Act*;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the covenants, agreements and conditions contained in this agreement, the parties to this agreement promise, covenant and agree as follows:

1. In accordance with the approved records schedule, the Premier agrees to transfer and deliver the Records to the Provincial Archives, and the Provincial Archives agrees to accept receipt of the Records that have been transferred and delivered in the past and that may be transferred and delivered in the future from the Premier on the understanding, terms and conditions as follows:

    (a) the Records shall be permanently preserved and identified as "Cabinet Records";

    (b) the Records shall remain closed to consultation or research for any purpose for a period of 25 years following the date of creation of the Records, except as set out in the following paragraphs;

    (c) the Premier or any third party authorized by the Premier, in writing, shall have access to the Records;

(d) if the Premier is absent or unable to act, only the following parties shall be entitled to authorize a third party to access the Records:

(i) while the Premier is alive, any individual designated by the Premier, in writing, to act on the Premier's behalf in relation to the Records;

(ii) an individual designated by the Premier, in writing, to act on the Premier's behalf in relation to the Records after the Premier is deceased;

(iii) the Provincial Archivist if the persons mentioned in subclauses (i) or (ii) cannot be located, are deceased, or are unable to act;

(e) the Provincial Archivist and staff have the right of confidential access to the Records for the purpose of arranging, classifying, boxing and storing the Records in accordance with standard archival principles and procedures, including procedures for the preservation of the Records.

2. At the expiration of the 25-year period following the creation of the Records, the Records shall be made available for use and research purposes in accordance with *The Freedom of Information and Protection of Privacy Act* and the policies and procedures that may hereafter be established by the Provincial Archives or its successors respecting the use of the Records in its possession.

IN WITNESS WHEREOF the parties have set their hand the day and year first above written.

SIGNED AND DELIVERED

In the presence of:

_____
Witness

_____
President of the Executive Council

PROVINCIAL ARCHIVES OF SASKATCHEWAN:

_____
Chairperson of the Board of Directors

_____
Provincial Archivist and Secretary