

REQUEST FOR PROPOSALS (“RFP”)

RFP 0355-2019-001

1. Title Advertising Services

2. Introduction The Canada Deposit Insurance Corporation (“**CDIC**”) has a requirement to procure advertising services as further described in Schedule “A” (Statement of Work).

CDIC is a federal Crown corporation with headquarters in Ottawa and is responsible for providing insurance against the loss of part or all of deposits and for promoting and otherwise contributing to the stability of the financial system in Canada. These objectives are pursued for the benefit of persons having deposits with CDIC member institutions and in such a manner as will minimize the exposure of CDIC to loss. CDIC is also the resolution authority for CDIC member institutions. Further information about CDIC can be obtained at www.cdic.ca.

3. Trade Agreements This RFP is issued in accordance with the following trade agreements:

Canadian Free Trade Agreement
Canada-European Union Comprehensive Economic and Trade Agreement

4. Summary of Key RFP Dates and Defined Terms The following capitalized terms shall have the following meanings where used in this RFP:

Date of Issuance:	2018-01-08
Deadline for Requests for Clarifications:	2018-01-11 12:00 Ottawa local time
Deadline for Proposals:	2018-02-02 12:00 Ottawa local time
Proposal Validity Period:	90 days from Deadline for Proposals
Proposal Delivery Address:	procurement@cdic.ca
CDIC Procurement & Contracting Advisor:	Sara Kruyk

5. Incorporated Schedules and Forms In addition to the main body of this RFP, the following schedules and information are incorporated by reference for the following purposes:

Goods and Services Requirements:	See <u>Schedule “A” (Statement of Work)</u>
Evaluation and Selection:	See the main body of this RFP and: <ul style="list-style-type: none"> • <u>Schedule “B” (Evaluation and Selection Process)</u>; • <u>Schedule “C” (Technical Offer Requirements and Evaluation)</u>; • <u>Schedule “C-1” (Presentation Requirements and Evaluation)</u>; and • <u>Schedule “D” (Financial Offer Requirements and Evaluation)</u>.
Required Forms:	See the main body of this RFP and <u>Schedule “E” (Required Forms)</u> <ul style="list-style-type: none"> • <u>Form “E-1” - Technical Offer</u> • <u>Form “E-2” - Financial Offer</u>

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Form of Agreement:	See this RFP and <u>Schedule "F"</u> (Professional Services Agreement)
Term of Agreement:	One (1) year term, plus four (4) option years.

6. Requests for Clarification

1. Any request for clarification of the contents of, or interpretation, correction, or questions or concerns relating to this RFP must:
 - i) be made in writing prior to the Deadline for Requests for Clarification;
 - ii) be addressed only to the Procurement & Contracting Advisor named above;
 - iii) list the RFP number in the subject line; and
 - iv) be addressed by electronic mail to: procurement@cdic.ca
2. Answers to any requests will be made available as written addenda to this RFP.
3. Any attempt by a bidder or any of its employees, agents, contractors or any other representatives to contact any person at CDIC other than the Procurement & Contracting Advisor, or to contact the Procurement & Contracting Advisor other than in writing regarding this RFP, may in CDIC's sole and absolute discretion, result in the bidder's disqualification and the rejection of its proposal.
4. Nothing in this RFP limits CDIC's right, in its sole and absolute discretion, for which CDIC shall have no obligation, to communicate with any bidder regarding any matter in the normal course of business from any contractual relationship for the provision of any other or similar goods or services independently of this RFP.
5. It is the sole responsibility of a bidder to avail itself of any information it may require, obtain any clarification of the requirements or other matters in this RFP and make their own investigations, projections and conclusions prior to submitting a proposal.

7. Proposal Delivery

1. Proposals must be received at the Proposal Delivery Address no later than the Deadline for Proposals with the time of delivery confirmed by a CDIC authorized representative. It is the bidder's responsibility to ensure that the proposal is delivered by the Deadline for Proposals at the Proposal Delivery Address. For proposals received by e-mail, the time of delivery shall be the time the e-mail is received in the inbox of the email address provided as the Proposal Delivery Address.
2. Proposals received after the Deadline for Proposals may be deemed to be non-compliant and may be returned to the sender. CDIC may, in its sole and absolute discretion, accept a proposal delivered to the Proposal Delivery Address after the Deadline for Proposals if CDIC deems it to be in CDIC's best interests and the bidder demonstrates to CDIC's satisfaction that the proposal:
 - i) would have been delivered to the above address by no later than the Deadline for Proposals but for circumstances beyond the bidder's control; and
 - ii) would not otherwise confer a substantive advantage on the bidder if accepted by CDIC.
3. CDIC may only accept proposals submitted at the Proposal Delivery Address on the first page of this RFP. Proposals submitted by another means or at any other physical location (as applicable) may be deemed by CDIC to be non-compliant and rejected.

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4. Bidders may, in writing, revoke and re-submit a proposal at any time up to the Deadline for Proposals. Bidders may, in writing, revoke a proposal at any time (even after the Deadline for Proposals).
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8. Proposal Format

1. Proposals are to be submitted in either English or French to the procurement@cdic.ca mailbox as follows:
 - i) in Adobe Reader format (.pdf); and
 - ii) arranged so that the “**Technical Offer**”, responding to the technical requirements set out in Schedule “C” (Technical Offer Requirements and Evaluation); and the “**Financial Offer**”, responding to the financial requirements set out in Schedule “D” (Financial Offer Requirements and Evaluation) shall be submitted in two separate attachments to the email.

It is possible due to file size that the proposal may not be received. The maximum file size which CDIC is able to receive via email is 20 MB, It is highly recommended to contact the Procurement and Contracting Advisor by a separate email to procurement@cdic.ca to advise that the proposal has been sent and confirm CDIC’s receipt.

9. Required Documents

1. Bidders should include with their proposal any forms attached to Schedule “E” (Required Forms).
 2. Where a bidder fails to include any of the forms listed in Schedule “E” (Required Forms) in its proposal, CDIC may, in CDIC’s sole and absolute discretion (but provided that it treats all bidders in the same manner):
 - i) require the submission of such documents within a prescribed timeframe satisfactory to CDIC; and
 - ii) reject or refuse to consider any proposal from a bidder who fails to comply with any such submission requirement.
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10. Evaluation and Selection

Proposals will be evaluated in accordance with Schedule “B” (Evaluation and Selection Process).

The successful bidder(s) will be notified via email to the contact person at the email address provided by the bidder in Form E-1 – Technical Offer.

Following the award of an agreement(s) resulting from this RFP, CDIC will inform unsuccessful bidders of the results.

11. CDIC’s Reserved Rights

Notwithstanding anything to the contrary in this RFP, CDIC reserves the right in its sole and absolute discretion to exercise any or all of the following rights, alone or in combination with each other, to:

1. Evaluate or accept proposal(s):
 - i) which in CDIC’s sole and absolute discretion substantially comply with the requirements of this RFP; or

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- ii) in whole or in part without negotiations.
2. Enter into negotiations with:
 - i) any or all bidders on any or all aspects of their proposal, to ensure CDIC's operational requirements are met and to promote best value;
 - ii) any or all bidders, or any prospective persons or entities capable of delivering the required services but who may not have submitted a proposal in response to this RFP in the event, in CDIC's sole and absolute discretion, no proposals meet the requirements of this RFP; or
 - iii) tied bidders in the event of a tie between two or more bidders.
 3. Conduct a best and final offer process:
 - i) with any or all bidders in which bidders are invited to revise their financial offers in circumstances where CDIC deems it appropriate in CDIC's sole and absolute discretion.
 4. Cancel, modify, re-issue or suspend:
 - i) any aspect of this RFP, in whole or in part, at any time, for any reason;
 - ii) the schedule for this RFP, including without limitation the Deadline for Proposals stated above and any other activity or date stipulated in this RFP, in whole or in part, at any time, for any reason,; or
 - iii) this RFP in its current or modified form and invite proposals from only the bidders who submitted proposals in response to this RFP where to do so is deemed, in CDIC's sole and absolute discretion, to be in CDIC's best interests.
 5. Seek clarification, validate or take into account:
 - i) independently or with the help of the bidder, any or all information provided by the bidder with respect to this RFP and, for this purpose, disclose any or all information provided by the bidder to a third party, subject to CDIC obtaining appropriate assurances of confidentiality from those third parties.
 6. Reject or refuse to consider any proposal:
 - i) if in CDIC's sole and absolute discretion it fails in any material respect to comply with the requirements of this RFP;
 - ii) containing false, misleading or misrepresented information;
 - iii) in the event any matter causes or is likely to cause, in CDIC's sole and absolute discretion, a conflict of interest in relation to the selection of any proposal;
 - iv) from a bidder who colludes with one or more other bidder(s) in the preparation of any proposal;
 - v) from a bidder who fails to cooperate with CDIC in any attempt by CDIC to clarify or validate any information provided by the bidder or who fails to provide accurate and complete documentation as directed by CDIC;
 - vi) from a bidder against whom economic sanctions have been imposed by the Government of Canada;
 - vii) from a bidder with whom CDIC has previously terminated an agreement for any reason;
 - viii) from a bidder failing to have the capacity to contract with CDIC, or Her Majesty, or both;
 - ix) if deemed by CDIC, in its sole and absolute discretion, as necessary to safeguard Canada's security interests or if the bidder is prohibited from receiving

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any benefits under an agreement between Her Majesty and any other person by virtue of Section 750(3) of the *Criminal Code of Canada*.

7. Award:

- i) one or more agreements in connection with this RFP.

8. Waive:

- i) irregularities, informalities, non-conformity, non-compliance, omissions and defects in any proposal where, in CDIC's sole and absolute discretion, they do not materially affect the ability of the bidder to provide the goods or services required by this RFP.

The exercise of any of the above rights or sub-rights of CDIC shall not be a waiver or limit the right of CDIC to exercise any other rights.

12. Limitation of Liability

1. By submitting a proposal, the bidder acknowledges and agrees to the requirements of this Section 12.
2. The bidder acknowledges and agrees that in no event shall CDIC, its employees, officers, directors, consultants and advisors be liable or responsible for:
 - i) any damages, including without limitation direct, indirect, consequential, incidental, general, special or exemplary damages, any economic losses, any lost profits, opportunities, expenses, costs or any other losses arising out of, in connection with, or in any way related to, any bidder's participation in this RFP or any acts, omissions or errors, including negligence of CDIC, its employees, officers, directors, consultants and advisors; or
 - ii) any actions of any bidder in relation to CDIC, or another bidder, or any third party, in receiving and responding to this RFP.
3. Without limiting the above, expenses or costs incurred by any bidder in any way related to or associated with this RFP, including without limitation the preparation, submission or evaluation of proposals, the provision of information to CDIC or CDIC's authorized representative for a determination of any bidder's technical, managerial or financial capabilities, any expenses related to travel or other costs related to the presentation stage, and the satisfaction, fulfillment or completion of any conditions precedent to any agreement with CDIC to deliver the goods and services required by this RFP, are a bidder's sole responsibility and may not be charged to CDIC in any way.
4. Without limiting any rights CDIC may reserve elsewhere in this RFP or may have otherwise at law, CDIC may, in its sole and absolute discretion, elect to exercise its sole and absolute discretions pursuant to this RFP, without any liability or obligation to any bidder.
5. If any bidder is determined by a court or trade tribunal of competent jurisdiction to be entitled to compensation arising from this RFP or for the actions of CDIC, its employees, officers, directors, consultants or advisors in relation to this RFP, including without limitation any exercise of CDIC's sole and absolute discretion bidders expressly acknowledge and agree by submitting a proposal that the total maximum compensation for, without limitation, any and all damages, economic

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losses, profits, opportunities, expenses, costs, or other losses, either individually or cumulatively, is limited to one thousand dollars (\$1,000.00 CAD).

13. Governing Law This RFP is governed by and construed in accordance with the laws in force in the Province of Ontario, Canada and, subject to the jurisdiction of the Canadian International Trade Tribunal, Ontario courts have exclusive jurisdiction to hear any disputes under this RFP.

14. Resulting Agreements

1. CDIC intends to award an agreement(s) that will include:
 - i) the Statement of Work (attached to this RFP as Schedule "A" (Statement of Work);
 - ii) the form of agreement attached to this RFP as Schedule "F" (Professional Service Agreement);
 - iii) any other RFP document CDIC deems appropriate to include as part of the resulting agreement(s); and
 - iv) the documents submitted with the successful proposal.

15. Debriefing After notification of the results of the RFP process, bidders may request a debriefing. Bidders should make the request to the Procurement and Contracting Advisor within fifteen (15) working days of receipt of the notification. The debriefing may be in writing, by telephone or in person.

16. Disclaimer CDIC makes no representation or warranty as to the accuracy or completeness of any information provided by it in connection with this RFP and disclaims all express and implied representations, warranties, and conditions in connection with this RFP. Bidders should make their own investigations, projections and conclusions. They should consult their own advisors to verify independently the information contained in this RFP and to obtain any additional information that they may require, prior to submitting a proposal.

17. No Assumptions or Conditions All prices contained in the Financial Offer shall be fixed prices and not subject to change after award of an agreement due to incorrect assumptions or conditions made by any bidder, whether or not these conditions or assumptions are stated in the bidder's proposal. To the extent a bidder requires additional information in order to provide fixed prices; the bidder should seek clarifications from CDIC, as described in Section 6 above, as part of this RFP process.

18. General

1. In the event of any discrepancy, inconsistency or conflicts between the wording of the English or French version of this RFP or any related documents, the wording of the English version shall prevail.
2. CDIC makes no guarantee of the value or volume of work to be assigned to the selected candidate, if any. The Agreement executed with the selected candidate may not be an exclusive agreement for the goods and/or services. CDIC may contract with others for the same or similar goods and/or services to those described in this RFP or may obtain the same or similar goods and/or services from internal sources.

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3. CDIC agrees to keep in confidence any information contained in a proposal that is clearly marked “confidential”. Notwithstanding the foregoing, the submission of a proposal by a bidder constitutes an acknowledgement by that bidder that CDIC is subject to the *Access to Information Act* (Canada), as amended from time to time, and that, as a consequence, CDIC may be required to disclose certain information contained in its records pursuant to a request for access made under that Act.
4. CDIC requires any persons supplying services to or performing any work for CDIC to conduct their affairs to avoid any conflict of interest. A conflict of interest includes any situation where a bidder has or may have an unfair advantage or where other commitments, relationships or interests could or could be seen to compromise a bidder’s performance of its obligations to CDIC. To the extent that a bidder may be in a conflict of interest, that bidder must include a description of such conflict of interest in its proposal.
5. If CDIC is of the belief that a bidder may be in a conflict of interest, CDIC may disqualify the proposal submitted by the bidder or terminate any agreement with that bidder pursuant to this RFP.

**19. Not a Tender,
No “Contract A
/ Contract B”**

This RFP is not an offer to enter into either a bidding contract (often referred to a “Contract A”) or an agreement to acquire goods or services from the vendor (often referred to as “Contract B”). Neither this RFP nor a bidder’s proposal shall create any contractual rights or obligations whatsoever on any of CDIC or any bidder, save and except related to limitation of liability.

Bidder proposals are revocable by bidders; however, CDIC is under no obligation to continue to evaluate or consider any proposal that the bidder seeks to modify following the Deadline for Proposals (including any change in pricing that is adverse to CDIC). Proposals and related information about bidders will be assessed during the evaluation of proposals and accordingly, misleading or incomplete information, including withdrawn or altered proposal information or pricing, could adversely impact any such evaluation (or result in CDIC revisiting that evaluation) and may result in disqualification (in CDIC’s sole discretion).

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Schedule "A"

Statement of Work

Note to bidders: Capitalized terms used in this Schedule A are either defined below or in the Professional Services Agreement attached as Schedule F to this RFP.

DEFINITIONS

Whenever used in this Statement of Work, the following words and terms shall have the meanings set out below:

"Agency Fees" means Services billed at an hourly rate, and includes: (i) account management services, including immersion into the business, development of communications plans and budget estimates based on CDIC's marketing objectives and strategies, detailed budget control reporting and billing, budget projections and estimates for CDIC's approval, ongoing strategic leadership and counsel; (ii) consumer insight services and supporting research, including development of proposals, objectives and discussion guidelines, recommendations based on results, providing ongoing consumer insights based on market changes; and (iii) Creative and Production Services, including overall multimedia creative platform development, which includes two to three rounds of revisions, creative material to be taken to research (as necessary) before execution, English and French production of approved creative elements based upon approved estimates, and attending focus groups for any new creative; and (iv) reporting on campaign metrics.

"Media Buy" means the cost of media advertising, as requested by CDIC, purchased by the Consultant on CDIC's behalf, to provide visibility of CDIC's message in order to meet the objectives of the Strategy.

"Media Services Commission" means a percentage of the gross media budget, excluding any applicable taxes, for any Media Buy approved by CDIC on a signed MPA (as this term is defined in Appendix A of Schedule F), subject to section 5 of Appendix A of Schedule F, and includes: (i) providing input and recommendations for annual media planning, ongoing plan adjustments as the business requires, trafficking, talent residual management, securing advertising clearances and approvals; (ii) print and broadcast production, including detailed estimates of production elements, management of all production execution including French adaptation if needed, proof reading; (iii) media services, including developing and submitting media plans for CDIC's approval, making necessary revisions as warranted, liaising with media partners and managing requests sent directly to CDIC, evaluating media purchases, reporting to CDIC (post-analysis) and providing recommendations, subscribing to media research (i.e. FVividata) and other.

"Search Engine Optimization ("SEO")" is a marketing discipline focused on growing visibility in organic (non-paid) search engine results. SEO encompasses both the technical and creative elements required to improve rankings, drive traffic, and increase awareness in search engines.

BACKGROUND

This RFP is an invitation issued by CDIC to prospective candidates to submit proposals for advertising services, as described below (the "**Project**"). All proposals submitted in response to this RFP will be evaluated in a competitive process leading to the selection of a qualified firm to enter into a "Professional Services Agreement" (the "**Agreement**").

The key objectives of CDIC's public awareness activities are to promote confidence in Canada's financial system by:

- ensuring Canadians are aware of CDIC deposit protection so they can make informed decisions about protecting their savings; and
- mitigating the risk of bank runs (large scale deposit withdrawals that threaten the liquidity of an

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institution and can lead to instability).

A research study conducted in 2016 suggested that low awareness levels – particularly among vulnerable Canadians – could erode financial confidence and heighten the risk of bank runs. The study recommended that CDIC raise its target awareness level and shift its target audience to reduce this risk.

Accordingly, a new Public Awareness Strategy and Plan for 2017 – 2020 (the “Strategy”) has been developed that:

- Shifts its target audience to emphasize vulnerable Canadians;
- Raises the awareness target from 50% to between 60% and 65% (with a lower threshold of 55%) and;
- Has an increased TV and on-line presence.

The Strategy has been approved for a three-year term (2017 – 2020). The Project budget is estimated to be approximately \$4,300,000 for the 2018/2019 fiscal year including creative production costs for all ads, all media purchases, all fees, any commission costs, all pre-approved related expenses and all taxes. The budgets for subsequent years are not yet determined. The Strategy, along with associated budgets, are reviewed and approved annually by CDIC’s Board of Directors.

TARGET AUDIENCES

Primary audience:

Our research suggests that CDIC should shift its target audience to Canadians with a greater propensity to run in times of financial uncertainty. This includes low-income households, young adults and women, as well as older Canadians with less opportunity to recover from a loss. Our primary target audience is therefore all Canadians with a skew to those aged 25-34 and 65+.

Secondary audience:

The focus on financial advisors (“FA”) allows CDIC to effectively convey more complex messages about deposit insurance and extends its reach into the part of the population most concerned about saving and investing – people take more time to listen to their advisors than an ad, and they trust them more. They are an amplifier target.

MEASUREMENT

CDIC currently conducts a national telephone and online survey four times a year to measure awareness. CDIC measures the percentage of Canadians who are aware of CDIC deposit protection. CDIC is working with researchers to explore whether a different measurement target should be used that better reflects our public awareness objectives.

CDIC will also continue to refine its crisis contingency ad framework. This framework uses sharp changes in website and contact center traffic (among other metrics) as early signals of an impending financial event. This framework sets out CDIC’s advertising response to any crisis that triggers this response framework.

With respect to measuring awareness in target demographics, CDIC will monitor trends in each of its target audiences, but will base its reporting and strategy on overall public awareness in the general population. For more information on overall awareness and awareness in target demographics, see our [infographic](#).

CDIC’s target awareness for March 31, 2019 is an increase above 55% and toward the long-term target of 60%-65%.

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SCOPE OF WORK

Services and Fees

NOTE: Project budget amounts could be more or less and are included for information only. Accordingly, CDIC makes no representations, warranties or guarantees as to any level of business or value of agreement(s) awarded pursuant to this RFP.

The Project budget is estimated to be approximately \$4,300,000 for the 2018/2019 fiscal year including creative production costs for all ads, all media purchases, all fees, any commission costs, all pre-approved related expenses and all taxes. The budgets for subsequent years are not yet determined. CDIC's Public Awareness Strategy and Plan along with associated budgets, are reviewed and approved annually by CDIC's Board of Directors.

The selected candidate will assist CDIC in executing the Strategy. The scope of work includes:

1. Planning for the Strategy including:

Canvassing options and making recommendations as to approach and media mix at the budget level identified by CDIC, as well as making recommendations for innovative approaches to media buying that could achieve the public awareness objectives, and includes account management services, including immersion into the business, development of communications plans and budget estimates based on CDIC's marketing objectives and strategies, detailed budget control reporting and billing, budget projections and estimates for CDIC's approval, ongoing strategic leadership and counsel.

2. Implementation of the Strategy including:

- (i) Update CDIC's current advertising creative materials or develop and produce new creative elements as required for advertising, and/or such other types of advertising materials as may be requested by CDIC (the "**Creative and Production Services**"), which may include: creative direction, art direction and graphic design of a minimum of three concepts including two to three rounds of revisions and materials for testing, copy writing, editing and proof reading in English and French, and multimedia production and management for television, video, print, online, or other advertising options.
- (ii) Manage search engine marketing campaigns and make recommendations for SEO.
- (iii) Provide advice to and work with CDIC and other key CDIC advisors to ensure the Strategy has an integrated approach and is deployed effectively.
- (iv) Provide regular reports including campaign metrics at least quarterly.
- (v) Provide services in connection with special projects, as requested by CDIC, which may include the following:
 - (A) Participate in an annual public awareness strategy session (or more frequent sessions as required), including preparation of materials as required;

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- (B) Participate with CDIC in the focus group testing and selection of creative elements of the advertising campaign, if and when required. These sessions will take place in Canada, in several separate markets;
 - (C) Present to the CDIC Board of Directors or a committee of the Board of Directors, as requested; and
 - (D) Provide strategic advice, creative concepts, qualitative testing and possible production of contingency advertising plans in the event of a potential failure of a CDIC member institution, a general economic downturn or a reputational event, at CDIC's request.
- (vi) Provide such additional related services as CDIC may request and as the parties may agree upon from time to time.
3. Media Services including:
- (i) Recommend and implement the annual Media Buy as requested by CDIC.
 - (ii) Provide input and recommendations for annual media planning, ongoing plan adjustments as the business requires, trafficking, talent residual management, securing advertising clearances and approvals.
 - (iii) Develop and submit media plans for CDIC's approval, making necessary revisions as requested.
 - (iv) Liaise with media partners and manage requests for media responses sent directly to CDIC.
 - (v) Evaluate media purchases, reporting to CDIC (post-analysis) and providing recommendations.
 - (vi) Subscribe to media research and other media measurement services as needed to inform CDIC's Strategy.

4. Related Services:

The selected candidate will provide such other related services as the parties may agree upon from time to time.

5. Other:

In performance of the Services, the selected candidate will be required to adhere to the Canadian Code of Advertising Standards, as may be amended or revised from time to time. CDIC is subject to the *Official Languages Act* and all Services provided to CDIC, including all recommendations for the Strategy, will be required to respect CDIC's obligations under the *Official Languages Act*, in all forms of media (e.g. print, television, internet, etc.)

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Schedule “B”

Evaluation and Selection Process

Selection Method

Without limitation to Section 11 (CDIC’s Reserved Rights) of the RFP, CDIC may, in its sole and absolute discretion, reject or refuse to consider any proposal if CDIC determines that the information, statements or supporting material in the Technical Offer or the Financial Offer are inconsistent with, or otherwise fail to respond to, any of the requirements of the RFP.

All proposals will be examined in accordance with the following process:

Step 1: Confirmation of Compliance to the Mandatory Requirements

Technical Offers will be reviewed for compliance with the **Mandatory Requirements** described in Schedule “C” (Technical Offer Requirements and Evaluation) of the RFP to confirm that the information, statements and supporting material in the bidder’s Technical Offer substantiate a compliant response. **Subject to CDIC’s reserved rights (including those at Section 11 (CDIC’s Reserved Rights), Mandatory Requirements** will be confirmed on a simple pass or fail basis and Technical Offers that do not comply with any Mandatory Requirement will be considered non-compliant and will receive no further consideration.

Step 2: Evaluation of Rated Requirements (100 Points) (45%)

Technical Offers will be evaluated against the Rated Requirements, as outlined in Schedule “C” (Technical Offer Requirements and Evaluation). Technical Offers will be assigned a score for each rated requirement to establish a Step 2 “**Technical Score**”. The maximum Technical Score is 100 points.

At the end of this Step 2 (Evaluation of Rated Requirements), CDIC will establish a shortlist of the top four (4) bidders that achieve a Technical Score of at least 80 points out of the 100 total points available. Only the bidders meeting this criterion will be eligible to proceed to the next step of the evaluation and selection process.

Step 3: Presentation (100 Points) (35%)

The four (4) bidders on the shortlist will be required to make a presentation which will be assigned a score for each presentation rated requirement as outlined in Schedule “C-1” (Presentation Requirements and Evaluation) to establish a Step 3 “**Presentation Score**”. This presentation will be scheduled following the Evaluation of Rated Requirements and may take place, at CDIC’s discretion, at the bidder’s premises or at CDIC’s offices in either Toronto, Ontario or Ottawa, Ontario. Any costs incurred by the bidder for preparation and attendance in respect of the presentation to CDIC shall be at the bidder’s expense and not reimbursed by CDIC.

Step 4: Evaluation of Financial Offer (20%)

Financial Offers will be evaluated and assigned an “**Evaluated Price**” in accordance with Schedule “D”, (Financial Offer Requirements and Evaluation).

Step 5: Selection of Successful Bidder

CDIC intends to **identify the successful bidder** based on the following methodology:

Weighted Score

The bidder with the highest Weighted Score (defined below) as determined by combining the bidder’s Technical, Presentation and Financial Scores will be recommended for award of an agreement (subject to,

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and without limitation to, any other provision in this RFP, including but not limited to Section 11 (CDIC's Reserved Rights)).

The following example of Step 5 is for illustration purposes only, any differences between this example and the values set out in this RFP are intentional:

Bidder Technical and Presentation Scores and Evaluated Prices			
	Bidder A	Bidder C	Bidder D
Technical Score	90	91	85
Presentation Score	85	90	92
Evaluated Price	\$675,000	\$750,000	\$650,000*

* Represents the lowest Evaluated Price

The Financial Score will be calculated by dividing the lowest Evaluated Price among bidders by each bidder's Evaluated Price and multiplying by the specified weighting factor.

The Technical Score will be calculated by dividing each bidder's Technical Score by the highest Technical Score and then multiplying by the specified weighting factor.

The Presentation Score will be calculated by dividing each bidder's Presentation Score by the highest Presentation Score and then multiplying by the specified weighting factor.

The Technical Score, Presentation Score and the Financial Score will then be added and the total will be deemed the highest "**Weighted Score**".

The example below illustrates how the highest Weighted Score will be calculated. Each bidder's Technical Score is divided by the highest Technical Score and then multiplied by forty five (45). The Presentation Score is divided by the highest Presentation Score and then multiplied by thirty five (35). The Financial Score is determined by dividing the lowest Evaluated Price by each bidder's Evaluated Price and multiplying by twenty (20). The three resulting scores are then added together and the total is the highest Weighted Score.

Highest Weighted Score Highest Combined Rating Technical Score forty five percent (45%), Presentation Score thirty five percent (35%) and Financial Score twenty percent (20%)				
	Technical Score	Presentation Score	Financial Score	Best Value
Bidder A	$90/91 \times 45 = 44.51$	$85/92 \times 35 = 32.34$	$\$650,000/\$675,000 \times 20 = 19.26$	$44.51 + 32.34 + 19.26 = 96.11$
Bidder C	$91/91 \times 45 = 45.00$	$90/92 \times 35 = 34.24$	$\$650,000/\$750,000 \times 20 = 17.33$	$45.00 + 34.24 + 17.33 = 96.57$
Bidder D	$85/91 \times 45 = 42.03$	$92/92 \times 35 = 35$	$\$650,000/\$650,000 \times 20 = 20$	$42.03 + 35 + 20 = 97.03$

In this example Bidder D would be the successful bidder. This example is for illustrative purposes only, any differences between this example and the values set out in this RFP are intentional.

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Schedule “C”

Technical Offer Requirements and Evaluation

1. Mandatory Requirements

M1.	Bidder must demonstrate that they have experience in the successful preparation and delivery of a media strategy and plan for a national, multi-platform, bilingual (English and French) public awareness marketing campaign. The bidder must do this by submitting a detailed description of a campaign that the bidder has completed within the last two (2) years which demonstrates this experience.
M2.	Bidder must demonstrate access to talent fluent in both of Canada’s official languages aimed at a Canadian audience.
M3.	Bidder must comply with all requirements of this RFP identified as “must” or “shall”, including but not limited to, each Rated Requirement category, all forms listed in Schedule “E” – Required Forms, and all requirements under Schedule “D” - Financial Offer Requirements and Evaluation.
M4.	Bidder must demonstrate experience in purchasing each of the following: television, print, digital, Search Engine Marketing, Out-of-Home and social media advertising.

2. Rated Requirements

	Criteria	Sub-Criteria	Maximum Points
R1	Organizational Experience	<p>Bidder should describe its experience by providing two (2) reference media campaigns that could be described as the bidder’s best creative work in terms of success (one (1) public awareness campaign and one (1) campaign of the bidder’s choice) within the last two (2) years. This example does not need to be a national/bilingual example however it should be similar in scope to the Project as described in Schedule “A” (Statement of Work).</p> <p>The following should be included, at a minimum, for the reference project provided:</p> <ul style="list-style-type: none"> a) the name and a brief description of the client organization; b) campaign overview and objectives, including the business need/opportunity; c) start and end date of the project (year and month); d) title and roles of project team members to assess and execute the campaign; e) a description of the target audience for the campaign; f) a description of the strategy employed; 	55 points

		<p>g) a description of the standards used as a conversion and the conversion rate achieved;</p> <p>h) an example of the creative execution for at least two (2) of the platforms used;and</p> <p>i) client reference contact information (including name of contact, title of contact, e-mail address and telephone number).</p> <p>This information will be treated as confidential and used only by CDIC to validate the information above.</p> <p>The submitted reference project will be evaluated as follows:</p> <p>Strategy – Up to 25 points</p> <ul style="list-style-type: none"> - the strategy effectively addressed the objectives of the campaign (maximum 10 points); - the strategy was appropriate to reach the target audience (maximum 5 points); and - the selected media was appropriate and used effectively (maximum 10 points) <p>Creativity – Up to 15 points</p> <ul style="list-style-type: none"> - the creative aspects of the campaign were appropriate for the target audience (maximum 5 points); - the campaign was clear and memorable (maximum 5 points); and - the creative aspects of the campaign were related to the campaign objectives (maximum 5 points). <p>Results – Up to 15 points</p> <ul style="list-style-type: none"> - the bidder demonstrates that the campaign successfully met the objectives of the strategy (maximum 10 points); and - the bidder demonstrates that the campaign successfully exceeded the objectives of the strategy (maximum 5 points). 	
R2	Adaptation Approach	<p>Bidder should describe their approach in adapting creative from one language to another:</p> <p>a) the bidder uses adaptation rather than translation in creative development of</p>	10 points

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		<p>bilingual/multi-lingual campaigns (maximum 5 points); and</p> <p>b) the bidder demonstrates an effective integration of cultural considerations within their adaptation approach (maximum 5 points).</p>	
R3	Understanding and Approach	<p>Bidder should describe its understanding of CDIC's requirement and of the objectives as described in Schedule "A" (Statement of Work). In this description, bidder should demonstrate:</p> <ul style="list-style-type: none"> a) a clear understanding of the scope of the project and the requirements necessary in order to meet the objectives (maximum 5 points); b) a clear understanding of the challenges in planning and producing a national, bilingual campaign (maximum 5 points) ; c) a clear understanding of the target audience (maximum 5 points) ; and d) a clear understanding of the Strategy already in place (maximum 5 points). 	20 points
R4	Personnel Qualifications	<p>Bidder should provide lead contact name and qualifications (as listed below) for each of the following categories of personnel:</p> <p>Media Buyers Creative Directors Account Managers</p> <ul style="list-style-type: none"> a) number of years of experience in providing the Services (maximum 3 points per category); b) level of education (maximum 3 points per category); c) Professional designation, if any (maximum 3 points per category); d) Language capabilities (maximum 3 points per category); and e) Involvement in projects provided in R1 above (maximum 3 points per category). 	15 points
TOTAL:			100 points

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Schedule “C-1”

Presentation Requirements and Evaluation

A short list of bidders will be invited to make a one (1) hour presentation. This presentation will be scheduled following the Evaluation of Rated Requirements (described in Step 2 of Schedule B) and may take place, at CDIC’s discretion, at the bidder’s premises or at CDIC’s offices in either Ottawa, Ontario or Toronto, Ontario.

Bidders invited to the presentation will have already established that they meet the technical requirements of the RFP. The presentation is intended to evaluate the bidder’s operational approach to managing the campaign and working with the client. Specifically, the presentation should include details as to the bidder’s approach, and what the client’s role is, in each of the following:

- Strategic planning
- Selection of media
- Brief development
- Creative development (including copy development and adaptation)
- Working relationship with client
- Financial reporting
- Campaign reporting (including approach to course correction when needed)

The presentation will be evaluated as follows:

	Criteria	Sub-Criteria	Maximum Points
PR1	Understanding of CDIC	Bidder should demonstrate a clear understanding of CDIC’s advertising objectives and challenges.	10 points
PR2	Strategic Planning	Bidder should describe their planning process and clearly demonstrate a strategic approach.	10 points
PR3	Selection of Media	Bidder should describe their approach to selecting media, including the factors considered, their decision making process, and clearly demonstrate an understanding of when each media type should be selected.	15 points
PR4	Brief Development	Bidder should describe their approach to and demonstrate a clear strategy for brief development.	10 points
PR5	Creative Development	Bidder should take us through their creative development process, including copy development and adaptation. Bidder should demonstrate a clear process is in place with a focus on meeting project objectives.	10 points
PR6	Working Relationship	Bidder should describe the steps it takes to ensure a good working relationship with clients, its communications approach, and how it would handle issues that may arise.	10 points

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PR7	Financial Reporting	Bidder should explain how they handle their financial reporting and demonstrate that a clear reporting process is in place.	15 points
PR8	Campaign Reporting	Bidder should explain their process in campaign reporting, including the tracking of milestones and results. Bidder should include a detailed explanation of the approach to course correction when needed.	20 points
TOTAL:			100 points

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Schedule "D"

Financial Offer Requirements and Evaluation

1. Financial Offer Requirements

- 1.1 Financial Offers should be accompanied by Schedule "E" Form "E-2" (Offer of Goods and Services) properly completed.
- 1.2 The bidder must submit Financial Offers in Canadian dollars and exclusive of Canadian Goods and Services Tax (GST), Harmonized Sales Tax (HST), and/or provincial sales taxes (PST), as applicable.
- 1.3 For the purposes of this evaluation, the bidder should use an example one-year advertising budget of \$4million Canadian, excluding all taxes and travel expenses. This example budget is provided for evaluation purposes only and does not represent a financial commitment by CDIC.
- 1.4 Within the example budget above, and excluding all taxes and travel expenses, the bidder must submit a breakdown of the following in Canadian dollars:
 - a) Agency Fees as defined in Schedule "A", Statement of Work
 - b) Media Services Commission as defined in Schedule "A", Statement of Work
 - c) Media Buy as defined in Schedule "A", Statement of Work

The Agency Fee and Media Services Commission percentages will be calculated based on the above and will form part of the Agreement (the Agreement is attached to the RFP as Schedule "F")

2. Non-Resident Bidders

- 2.1 Any bidder who is a non-resident of Canada for tax purposes shall clearly state this fact in its Financial Offer; otherwise, bidder shall be deemed to have represented that it is a resident of Canada for tax purposes.

3. Mathematical Errors

In assessing Financial Offers, subject to Section 11 (CDIC's Reserved Rights) of the RFP:

- 3.1 if there are errors in the mathematical extension of unit prices, the unit prices prevail and the mathematical extension is adjusted accordingly;
- 3.2 if there are errors in the addition of lump sum prices or unit price extensions, the total may be corrected and the correct amount reflected in the total Evaluated Price without rejecting the Financial Offer; and
- 3.3 any bidder affected by mathematical errors identified by CDIC may be contacted for clarification.

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4. Pricing Tables

4.1 Example Budget Breakdown

4.1.1 Pricing Table

A	B
Category	Amount within an example budget as described above of \$4M Canadian
Agency Fees	\$
Media Services Commission	\$
Media Buy	\$
	Evaluated Price = (Sum of Agency Fees and Media Services Commission) \$

4.2 Evaluated Price

4.2.1 For evaluation purposes, the Evaluated Price shall be the sum of the Agency Fees and the Media Services Commission, assuming the example budget of \$4 million Canadian as described above.

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Schedule "E"

Required Forms

Form E-1 – Technical Offer
Form E-2 – Financial Offer

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Form "E-1"

Technical Offer

(To be attached to the Technical Offer)

TECHNICAL OFFER

LEGAL NAME OF BIDDER: _____

ADDRESS: _____

CONTACT NAME: _____

TELEPHONE: _____

EMAIL: _____

SERVICES: **ADVERTISING SERVICES**

The undersigned bidder (hereinafter referred to as the "**Bidder**") declares:

- (i) It has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay, a contingency fee to any individual for the solicitation, negotiation or obtaining of the Agreement if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*; and
- (ii) It has not been convicted of an offence under section 121, 124 or 418 of the *Criminal Code* other than an offence for which a pardon has been granted.

By signing this Form the Bidder represents that the above information is accurate.

Signature

Date

Print Name

Title

OFFERS WHICH DO NOT CONTAIN THE REQUESTED DOCUMENTATION MAY BE DEEMED NON-COMPLIANT.

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Schedule "F"

Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made as of the <*> day of <*>, 20XX,

BETWEEN:

CANADA DEPOSIT INSURANCE CORPORATION,
a corporation established by an Act of Parliament
(“CDIC”)

AND:

[insert name of corporation or partnership],
a corporation existing under the laws of <*>
or
a (**limited liability**) partnership established pursuant to the laws of <*>
(“**Consultant**”).

BACKGROUND

- A. CDIC has selected the Consultant to provide the Services set out in Appendix A to this Agreement.
- B. The Consultant is qualified to provide the Services and agrees to provide the Services in accordance with the terms and conditions of this Agreement.

IN CONSIDERATION of the Background, the mutual covenants set out herein, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions. Whenever used in this Agreement, the following words and terms shall have the meanings set out below:

“**Acceptance**”, “**Accepts**”, “**Accepted**” or “**Acceptable**” means the confirmation in writing by the Designated Officer that CDIC is satisfied with the quality of the Services provided;

“**Agreement**” means this Professional Services Agreement and includes the appendices and any schedules attached hereto, as such may be amended from time to time by written agreement of the Parties hereto;

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“Assigned Person” means any person employed or engaged by the Consultant who is (i) assigned by the Consultant to perform the Services and is listed in Appendix A, or (ii) who is assigned by the Consultant to perform the Services as an alternate, pursuant to Section 6.5;

“Business Day” means a day, other than a Saturday, Sunday or a statutory or civic holiday in the City of Ottawa, Province of Ontario;

“Claim” means any claim, demand, action, assessment or reassessment, suit, cause of action, damage, loss, charge, judgment, debt, costs, liability or expense, including taxes, interest and penalties imposed by law and the reasonable professional fees and all costs incurred in investigating or pursuing, defending or settling any of the foregoing or any proceeding relating to any of the foregoing;

“Commencement Date” means the date set out in Appendix A on which the Consultant shall begin to provide the Services;

“Completion Date” means the date set out in Appendix A on which the Consultant shall cease to provide the Services;

“Confidential Information” has the meaning attributed thereto in Appendix B;

“Designated Officer” means the individual set out in Appendix A who represents CDIC, or such other person as may be designated by CDIC from time to time;

“Disbursements” mean the reasonable fees, expenses, costs or charges by other parties that are incurred by the Consultant for the purpose of performing the Services, including all applicable federal, provincial and local taxes that may be charged thereon. These include: (i) partnership creative execution outside of agency capabilities (rendering, animation, broadcast post-production, etc.); (ii) research partner for testing storyboards (iii) Pre-approved Expenses; and (iv) talent hard costs (ACTRA and/or UDA, usage fees, stock video/photography rights, etc.).

“Effective Date” means the date of this Agreement, as first set out above in the caption to this Agreement;

“Fee” or “Fees” means an amount agreed to be paid to the Consultant for the provision of any part of the Services as set out in Appendix A;

“GST/HST/PST” means all taxes exigible under Part IX of the *Excise Tax Act*;

“Information” means all information provided to the Consultant and any Assigned Person, regardless of form or medium, whether reproducible or not, and includes any facts, data, hypotheses, analyses, projections, assumptions, or opinions;

“Intellectual Property Rights” means any rights provided under: (i) patent law; (ii) copyright law (including moral rights); (iii) trade-mark law; (iv) design patent or industrial design law; (v) semi-conductor chip or mask work law; or (vi) any other statutory provision

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or common law principle applicable to this Agreement, including trade secret law, which may provide a right in either hardware, software, documentation, Confidential Information, ideas, formulae, algorithms, concepts, inventions, processes or know-how generally, or the expression or use of such hardware, software, documentation, Confidential Information, ideas, formulae, algorithms, concepts, inventions, processes or know-how; or any rights provided under any applications, registrations, licenses, sub-licenses, franchises, agreements or any other evidence of a right in any of the foregoing;

“**Non-Compliant Jurisdiction**” means any jurisdiction whose laws conflict with or impede the application of the *Privacy Act* and the *Personal Information Protection and Electronic Documents Act*, either expressly or through subsequent application. This includes the United States of America;

“**Parties**” means CDIC and the Consultant, and “**Party**” means either one of them;

“**person**” includes an individual, a corporation, a general or limited partnership, a joint venture, a trust, an unincorporated organization, the Crown or a federal, provincial, national, state or municipal government or any agency or instrumentality of the Crown or a government or any entity recognized by law;

“**Personal Information**” means Information about an identifiable individual;

“**Pre-approved Expenses**” mean the reasonable out-of-town travel, accommodation and living expenses, including all applicable taxes thereon, that are expected to be incurred by the Consultant for the purpose of performing the Services and that are approved by CDIC’s Designated Officer prior to actually being incurred;

“**Services**” means the tasks or activities required to be performed by the Consultant as set out in Appendix A and any services ancillary thereto;

“**Total Fee**” means the total amount payable to the Consultant for the provision of the Services as set out in Appendix A; and

“**Work Product**” means all materials, inventions and other deliverables that the Consultant may develop for CDIC in the course of providing the Services, whether alone or jointly with others, including all research, reports, correspondence, memoranda, notes, source code, object code, executable code, technical documentation, user documentation, custom software and all information generated by the Consultant specifically for CDIC in any reproducible medium in connection with the provision of the Services.

1.2 **Certain Rules of Interpretation.** In this Agreement,

- (a) **Time** - time is of the essence hereof;
- (b) **Currency** - unless otherwise specified, all references to monetary amounts in this Agreement are to lawful currency of Canada;

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- (c) **Headings** - descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Articles or Sections and as such, shall not affect the construction or interpretation of this Agreement;
- (d) **Singular, etc.** - words expressed in the singular include the plural and vice-versa and words in one gender include all genders;
- (e) **Consent** - whenever a provision of this Agreement requires an approval or consent by a Party to this Agreement and notification of such approval or consent is not delivered within the applicable time, then, unless otherwise specified, the Party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent;
- (f) **Calculation of Time** - unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends;
- (g) **Business Day** - whenever any payment is to be made or action to be taken under this Agreement is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next Business Day following such day;
- (h) **Inclusion** - where the words “including” or “includes” appear in this Agreement, they mean “including without limitation” or “includes without limitation” respectively;
- (i) **References** - the words “herein”, “hereof”, “hereby” and “hereunder” and similar expressions refer to this Agreement as a whole and not to any particular portion of it and references to an Article, Section or subsection refer to the applicable Article, Section or subsection of this Agreement; and
- (j) **No Strict Construction** – the language used in this Agreement is the language chosen to express the mutual intent of the Parties, and no rule of strict construction will be applied against either of the Parties.

1.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The rights and obligations under this Agreement shall not be governed by the *United Nations Convention on Contracts for the International Sale of Goods* or any local implementing legislation, the application of which is expressly excluded.

1.4 Appendices. The appendices to this Agreement listed below include additional terms which form part of this Agreement:

<u>Appendix</u>	<u>Description</u>
A.....	Services and Fees

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B.....Confidentiality, Privacy, Conflict of Interest and Security

ARTICLE 2 AGREEMENT FOR SERVICE

- 2.1** The Consultant is hereby engaged by CDIC as an independent contractor on a non-exclusive basis for the sole purpose of undertaking and delivering the Services set out in Appendix A and any applicable Work Product for the term set out therein, and in accordance with this Agreement. CDIC makes no guarantee of the value or volume of work, if any, to be assigned to the Consultant.
- 2.2** Subject to the conflict of interest provisions contained in Appendix B, CDIC acknowledges that, during the term of this Agreement, the Consultant and any Assigned Person may provide services to other persons (including member institutions of CDIC or any parent or subsidiary corporations or affiliates thereof).
- 2.3** The Consultant is responsible for the delivery of all filings required in relation to, and the payment of: all taxes, levies, premiums or payments assessed, levied or charged against the Consultant, including any GST/HST/PST, income tax, local tax, workplace safety and insurance premiums, Canada Pension Plan or Quebec Pension Plan premiums, Employment Insurance premiums and Ontario Health Insurance Plan premiums or levies or other contributions as required by all laws applicable to the Consultant or to any Assigned Person (all collectively, the “**filings and deductions**”). In addition to any other indemnifications contained in this Agreement, the Consultant agrees to indemnify and save harmless CDIC, its employees, agents, officers and directors from any Claims arising as a result of or in relation to:
- (a) the Consultant’s failure, omission or refusal to deliver or remit any filings and deductions to the appropriate federal, provincial or municipal government entity, agency or collecting body, as required by law; or,
 - (b) a determination by any federal, provincial or municipal government entity, agency or collecting body that (notwithstanding the express and mutual intention of the Parties,) the relationship between CDIC and any of the Consultant or any Assigned Person, is not an independent contractor relationship.

ARTICLE 3 LIMITATION OF AUTHORITY

- 3.1** The Consultant shall have no authority to enter into any contract, commitment or obligation of any kind whatsoever on behalf of CDIC unless the Consultant receives prior written authorization from CDIC.
- 3.2** Neither the Consultant nor any Assigned Person shall, at any time, be deemed to be an employee, servant or agent of CDIC or of Her Majesty in Right of Canada, for any purpose whatsoever.

ARTICLE 4
CONFIDENTIALITY AND CONFLICT OF INTEREST
AND USE OF PERSONAL AND CONFIDENTIAL INFORMATION

- 4.1** The Consultant agrees to be bound by the terms set out in this Article 4 and in the attached Appendix B entitled “Confidentiality, Privacy Conflict of Interest and Security”.
- 4.2** The Consultant agrees that prior to allowing any Assigned Person to perform the Services, it shall require that Assigned Person to read and agree to abide by the terms of the attached Appendix B entitled “Confidentiality, Privacy, Conflict of Interest and Security”.
- 4.3** Except as set out in Appendix A, the Consultant represents and warrants that:
- (a) The Consultant only carries on business in Canada;
 - (b) The Consultant does not have a parent, subsidiary or other related company that operates in a Non-Compliant Jurisdiction;
 - (c) The Consultant does not subcontract or outsource data processing or storage to any third party carrying on business in a Non-Compliant Jurisdiction; and
 - (d) The Consultant’s employees are bound by written confidentiality agreements or binding confidentiality policies.
- 4.4** The Consultant agrees that:
- (a) CDIC shall retain custody and control of any Confidential Information and Personal Information transferred, collected, created, obtained, maintained or otherwise held by the Consultant for the purposes of this Agreement, and all Confidential Information and Personal Information must be returned to CDIC upon request;
 - (b) Except as set out in Appendix A, the Consultant shall not transfer Personal Information to any entity or person carrying on business in a Non-Compliant Jurisdiction for any purpose unless approved by CDIC in writing. Confidential Information may be disclosed to third parties that provide data processing, storage and similar services to the Consultant and may correspondingly be used, processed and stored outside Canada by the Consultant and such third party service providers. The Consultant is responsible to CDIC for causing such third party service providers to comply with the obligations of confidentiality set out in this Agreement;
 - (c) CDIC shall have the right to review from time to time the measures and practices adopted by the Consultant to perform its obligations under this Agreement. This right of review includes the right to attend the Consultant’s premises on reasonable written notice to the Consultant to review such measures and practices and the right to audit the Consultant’s records and otherwise verify audit trails for data access, modification or disclosure. The Consultant shall provide full cooperation in connection with any such review. To the extent that such review causes the

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Consultant to incur reasonable third party expenses, such expenses shall be reimbursed by CDIC;

- (d) The Consultant shall implement sufficient audit trail requirements to record access to Confidential Information and any attempted access thereto and any modification or disclosure of Confidential Information; and
 - (e) The Consultant shall include the above representations, warranties and terms in any agreement with a third party respecting the transfer of Confidential Information or Personal Information, *mutatis mutandis*.
- 4.5** If the Consultant learns of any actual or reasonably suspected access, use, destruction, alteration or disclosure of Confidential Information or Personal Information that is not permitted by this Agreement or otherwise approved by CDIC in writing (including any loss or theft of Confidential Information or Personal Information) (collectively, a “**Data Breach**”), Consultant shall promptly notify CDIC in writing of the particulars of such Data Breach (unless such notice is prohibited by applicable law). The Consultant shall thereafter contain and investigate the Data Breach and fully cooperate with CDIC in resolving the Data Breach.
- 4.6** In the event of a change in status or ownership of a parent company or of the Consultant that may result in a change of custody or control of data being held and/or processed by the Consultant, the Consultant shall promptly notify CDIC. Following such notification, CDIC reserves the right to immediately terminate this Agreement or seek amendments thereto.
- 4.7** In the event of a change in the operations of the Consultant, such as acquiring or creating an entity in a Non-Compliant Jurisdiction that shall have access to CDIC Information, the Consultant shall promptly notify CDIC. Following such notification, CDIC reserves the right to immediately terminate this Agreement or seek amendments thereto.

ARTICLE 5 CDIC’S RESPONSIBILITIES

- 5.1** If and when necessary, CDIC shall provide the Consultant with limited access, as required, to its offices and personnel at 50 O’Connor Street, Ottawa, Ontario (the “**Premises**”) [OR: 50 O’Connor Street, Ottawa, Ontario and 79 Wellington Street West, Suite 1200, Toronto, Ontario (collectively, the “**Premises**”)] to facilitate the provision of the Services. The Consultant agrees to abide by the requirements of CDIC and the Designated Officer with respect to security, timing and manner and method of access, occupancy and egress from the Premises, as those requirements may change from time to time. The Consultant further agrees to abide by any rules regarding access, occupancy and egress imposed by the landlord of the Premises.
- 5.2** The Designated Officer, or other representative of CDIC, as may be appropriate, shall provide the Consultant with the Information and Confidential Information that is required for the provision of the Services.

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- 5.3 CDIC acknowledges that the provision of the Services may require the Designated Officer and other CDIC personnel to be available for meetings with the Consultant and to respond promptly to the inquiries of the Consultant. CDIC shall use reasonable efforts to accommodate same without disrupting its operations.
- 5.4 The Consultant shall consult with the Designated Officer from time to time, regarding the provision of the Services. The Designated Officer may provide the Consultant with a schedule for the completion of the Services (the “**Schedule**”).
- 5.5 CDIC may, at its own discretion, periodically or from time to time, advise the Consultant as to whether the provision of Services by the Consultant is Acceptable. CDIC shall have the right to require the Consultant to correct or replace any Services and Work Product that are deemed by CDIC not to be Acceptable, at the Consultant’s own expense. CDIC shall inform the Consultant of the reasons for any such non-Acceptance of the Services or Work Product as the case may be.
- 5.6 CDIC or its representatives may, at any time during the term of this Agreement or within one (1) year of the expiration or termination of this Agreement, conduct an audit of the books, accounts, records, data or other information of the Consultant relating to the performance of the Services and of all expenditures or commitments made by the Consultant in connection therewith. The Consultant shall not, without the prior written consent of CDIC, dispose of any books, accounts or records that relate to the performance of the Services until the later of: (i) the expiration of one (1) year after the final payment is made under this Agreement; or (ii) the settlement of all outstanding claims and disputes between the Parties. The Consultant shall provide CDIC with access to its premises, to all books, accounts, and records related to the performance of the Services and shall co-operate fully with CDIC in respect of any audit that is conducted.

ARTICLE 6 CONSULTANT’S RESPONSIBILITIES

- 6.1 The Consultant represents and warrants that it is validly incorporated under the laws of <*> and that it has the power and authority to enter into this Agreement. The Consultant represents and warrants that the Consultant and each Assigned Person has the necessary resources, competence and qualifications, including knowledge, skill and experience to provide the Services. The Consultant shall provide the Services promptly, efficiently, in accordance with reasonable standards of quality acceptable to CDIC, in consultation with the Designated Officer, in conformity with the Schedule established by the Designated Officer, if any, and with the terms and provisions of this Agreement.
- 6.2 The Consultant shall commence the provision of the Services on the Commencement Date and shall provide the Services until the earlier of the Completion Date or the date on which the Services are completed by the Consultant and Accepted by the Designated Officer.
- 6.3 The Consultant shall make periodic written reports, as requested by the Designated Officer, outlining the progress made by the Consultant in providing the Services.

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- 6.4** CDIC is required to notify individuals in connection with the collection of Personal Information by CDIC. The Consultant agrees that prior to providing any Personal Information about an Assigned Person to CDIC, or prior to allowing an Assigned Person to perform the Services, as applicable, the Consultant shall either (a) provide the Assigned Person with CDIC’s privacy notice (a copy of which is at <http://www.cdic.ca/en/about-cdic/policies-reports/atip/Pages/Privacy.aspx>), or (b) refer the Assigned Person to the webpage where the privacy notice is posted, and require the Assigned Person to read the privacy notice.
- 6.5** The Consultant shall ensure that the Services are only provided by the Assigned Persons listed in Appendix A hereof and that such Assigned Persons are available to perform the Services in accordance with the Schedule established by the Designated Officer, if any. Should such Assigned Person be unavailable to provide the Services, the Consultant may, with CDIC’s prior written consent, assign an alternate Assigned Person who has a comparable level of skill, ability and qualifications to provide the Services. Other amendments to the list of Assigned Persons in Appendix A may be made with the written consent of CDIC.
- 6.6** CDIC shall have access at all reasonable times to the books, accounts, records, data, Work Product and other information in the Consultant’s and any Assigned Person’s possession and control in connection with the provision of the Services.
- 6.7** On termination for any reason other than breach by CDIC, to the extent that it may exist, in whole or in part, the Consultant shall deliver to CDIC, or such person as CDIC may designate, the Work Product and knowledge that is required by CDIC to complete the provision of the Services or that will allow CDIC to utilize the Services or Work Product on an ongoing basis.
- 6.8** The Consultant warrants that no Work Product will infringe or otherwise violate any Intellectual Property Rights of any third party.
- 6.9** The Consultant warrants that all Services and Work Product provided under this Agreement will, at the time of Acceptance, be free from any defect in workmanship and conform to the requirements of this Agreement. If the Consultant is required to correct or replace the Services or Work Product or any portion thereof, it shall be at no cost to CDIC, and any Services or Work Product corrected or replaced by the Consultant shall be subject to all the provisions of this Agreement to the same extent as the Services or Work Product as initially performed.
- 6.10** The Consultant acknowledges and agrees that CDIC may require the Consultant to require any Assigned Person, to act in conformity with any existing or future policies, standards, guidelines and procedures of CDIC as may become appropriate in CDIC’s discretion, at all times during the provision of the Services, including:

 - a) where the Services involve Personal Information or other “Protected Information”, as that term is defined in CDIC’s *Information Classification Standard*, the Consultant will adhere to CDIC’s *Corporate Security Policy*;

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- b) where the Services involve travel and related living expenses, the Consultant will adhere to CDIC's *Travel, Hospitality, Conferences and Events Policy*; and
 - c) where any Assigned Person will be performing Services at CDIC's Premises on a regular basis, to require any Assigned Person to review and act in conformity with: (i) the Guidelines for Contractors/Consultants' Personnel/Agency Personnel (the "**Guidelines**") and (ii) *Harassment in the Workplace Policy* prior to or on the date such Assigned Person commences performing the Services.
- 6.11** The Consultant shall be responsible for ensuring that each Assigned Person complies with all of the terms of this Agreement, and shall be responsible for any non-compliance in any way attributable to any Assigned Person or other person for whom the Consultant is responsible.

ARTICLE 7 OWNERSHIP OF INTELLECTUAL PROPERTY

- 7.1** The Consultant agrees that prior to allowing any Assigned Person to perform the Services, it shall require that Assigned Person to read and agree to abide by the terms of this Article 7.
- 7.2** If, during the course of providing Services to CDIC, the Consultant develops any work that is protected by copyright, the Consultant hereby waives unconditionally any moral rights it may have in such work and shall require each Assigned Person to waive unconditionally any moral rights in such work.
- 7.3** Omitted intentionally.
- 7.4** The Consultant shall not use or disclose any Work Product or other materials embodying any of CDIC's Intellectual Property Rights provided by CDIC or developed for CDIC except in the course of providing the Services or as expressly authorized by CDIC in writing.
- 7.5** The Consultant shall not make any unauthorized use of any trade secrets or Intellectual Property Rights of a third party during the course of providing Services to CDIC.
- 7.6** The Consultant shall not make any unauthorized use of CDIC's property including its computer systems, communications networks, databases or files, and shall adhere to all CDIC policies regarding the use of such computer systems, communication networks, databases or files.
- 7.7** The Consultant acknowledges and agrees that it shall be held liable for any breach or any damages resulting from any violations of the terms of this Article 7 that are caused by the Consultant or that are attributable in any way to an Assigned Person.
- 7.8** All Work Product shall be the exclusive property of CDIC and the Consultant shall have no right, title or interest in any such Intellectual Property Rights. At the request and expense

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of CDIC, the Consultant shall do all acts necessary and sign all documentation necessary in order to assign all rights in the Intellectual Property Rights to CDIC and to enable CDIC to register patents, copyrights, trade-marks, mask works, industrial designs and such other protections as CDIC deems advisable anywhere in the world.

- 7.9 The Consultant agrees to provide all reasonable assistance to CDIC in the prosecution of any patent application, copyright registration or trade-mark application or the protection of any Intellectual Property Rights. The Consultant agrees to execute any documentation necessary to assist with any such prosecution or to effect any such application or registration upon the request of CDIC, whether such request is made during the term of this Agreement or after the expiration or termination of this Agreement for any reason whatsoever.

ARTICLE 8 FEES AND BILLING PROCEDURES

- 8.1 The Total Fee payable under this Agreement is as set out in Appendix A. The Consultant shall have no right to demand any additional Fees other than as set out in Appendix A, either before, during or after the completion of provision of the Services.
- 8.2 In accordance with the terms of Appendix A, the Consultant shall deliver a written request for payment in the form of an invoice for services rendered to CDIC (the “**Invoice**”).
- 8.3 The Invoice shall be accompanied by supporting documentation confirming the amount and particulars of any Disbursements or Pre-approved Expenses incurred by the Consultant in providing the Services and shall specify the following information, as applicable:
- (a) a detailed suitable description of the Services provided in relation to the Fees billed by the Consultant;
 - (b) the amount owing in accordance with the Fees set out in Appendix A;
 - (c) the amount of GST/HST/PST thereon;
 - (d) the amount of any Disbursements and Pre-approved Expenses; and
 - (e) such other information as CDIC may reasonably require.

The Consultant agrees that failure to include all supporting documentation with the Invoice and/or failure to provide any or all of the foregoing information as part of the Invoice may result in a delay of payment to the Consultant.

- 8.4 Within thirty (30) days of receiving an Invoice, CDIC shall verify the amounts stipulated in the Invoice and subject to Section 8.1 hereof, shall pay to the Consultant the full amount of the Invoice. CDIC shall advise the Consultant of the details of any objection it may have to the form, content or amount of the Invoice within fifteen (15) days of receipt of the Invoice, and the above-noted thirty (30) day period shall commence to run after receipt by CDIC of a revised Invoice.

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8.5 Subject to Section 9.3 hereof, upon termination of this Agreement by CDIC, the Consultant shall, within fifteen (15) days after the effective date of such termination, deliver a final Invoice to CDIC in the form specified above setting out the Fees, GST/HST/PST, Disbursements, and Pre-approved Expenses charged or incurred by the Consultant from the date of the previous Invoice to the effective date of termination and CDIC shall pay the Invoice in accordance with this Article 8. The Consultant shall not be entitled to payment for any amount on account of Fees, GST/HST/PST, Disbursements or Pre-approved Expenses that are either charged or incurred by the Consultant following the effective date of termination of this Agreement.

[For Non-Resident Consultants – include the following:

8.6 Unless otherwise specified herein, any and all taxes, duties, fees, levies and other impositions imposed by the laws of a non-Canadian jurisdiction, including without limitation federal excise tax, state or local sales or use tax, value-added tax, income tax, and any other foreign tax whatsoever, are included in the Total Fee.

8.7 Where any amounts payable by CDIC under the Agreement are subject to any Canadian federal or provincial deduction, withholding or similar tax, CDIC shall deduct or withhold the necessary amount it is required to deduct or withhold from the amounts to be paid to the Consultant under the Agreement, unless Consultant provides proper documentation from the competent Canadian federal or provincial governmental authority relieving CDIC of its withholding obligations prior to payment being made. The Consultant is solely responsible, at all times, for obtaining its own professional advice regarding any Canadian federal or provincial deduction and withholding or similar tax.]

**ARTICLE 9
EXPIRATION AND TERMINATION**

9.1 CDIC may terminate this Agreement at any time by giving the Consultant ten (10) Business Days prior written notice. The Consultant and CDIC agree and acknowledge that the giving of such written notice shall serve to discharge all liability whether contractual, statutory, or otherwise owed by CDIC to the Consultant, except CDIC's obligation to pay the Consultant any outstanding Fees earned and GST/HST/PST thereon, and any Disbursements or Pre-approved Expenses incurred by the Consultant in the period prior to the effective date of termination of this Agreement which obligation shall survive such termination.

9.2 If the Consultant breaches any provision of this Agreement and fails to remedy such breach within ten (10) Business Days of receiving a written notice from CDIC notifying the Consultant of such breach, CDIC may, without giving any further notice to the Consultant, terminate this Agreement effective as of the end of such ten (10) day period.

9.3 Notwithstanding any other provision of this Agreement, if this Agreement is terminated by CDIC pursuant to Section 9.2 above:

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- (a) the Consultant shall not be entitled to payment for any amount on account of Fees, GST/HST/PST, Disbursements or Pre-approved Expenses that are charged or incurred by the Consultant after the day upon which such notice of breach of the Agreement is received by the Consultant; and,
 - (b) CDIC may arrange, upon such terms and conditions and in such manner as CDIC deems appropriate, for any uncompleted Services to be completed and the Consultant shall be liable to CDIC for any amounts in excess of the Total Fee as are required to retain a replacement consultant to complete the Services. CDIC may, in its sole discretion, withhold from the amount due to the Consultant upon termination of this Agreement such sums as CDIC determines to be necessary to protect CDIC against any excess costs it might incur in relation to the retention of a replacement consultant and the completion of the Services.
- 9.4 If the Services are not provided in full, the Consultant shall be entitled to payment of that portion of the Total Fee represented by the Services performed as determined by CDIC acting reasonably.
- 9.5 This Agreement shall expire automatically on the earlier of the Completion Date or the date on which the Services are completed by the Consultant and Accepted by the Designated Officer.
- 9.6 Upon expiration or termination of this Agreement for any reason whatsoever, the Consultant shall forthwith return all Information, Confidential Information, Work Product and other materials embodying CDIC's Intellectual Property Rights in the possession or control of the Consultant or any Assigned Person to CDIC or shall provide a written certificate to CDIC certifying the destruction of all Information, Confidential Information, Work Product and other materials embodying CDIC's Intellectual Property Rights if instructed by CDIC to destroy such Information.

ARTICLE 10 INDEMNIFICATION

- 10.1 CDIC agrees to indemnify, defend and hold harmless the Consultant and its respective employees, agents, officers, directors, successors and assigns (each, a "**Consultant Indemnitee**"), from and against any Claims that may be made or brought against the Consultant Indemnitee, or which they may suffer or incur, directly as a result of any deliberate or negligent acts or omissions by CDIC or any person for whom CDIC is responsible.
- 10.2 The Consultant agrees to indemnify, defend and hold harmless CDIC and its respective employees, agents, officers, directors, successors and assigns (each, a "**CDIC Indemnitee**") from and against any Claims that may be made or brought against the CDIC Indemnitee, or which they may suffer or incur, directly or indirectly as a result of or in connection with:

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- (a) any deliberate or negligent acts or omissions of the Consultant or any person for whom the Consultant is responsible (including any Assigned Person);
- (b) any injury sustained by the Consultant or by any Assigned Person while on the Premises for any reason connected with this Agreement;
- (c) the infringement, alleged infringement or potential infringement by any aspect of the Services or the Work Product of the Intellectual Property Rights of any person; or
- (d) any breach by the Consultant or any Assigned Person of Article 4 or the obligations to protect Confidential Information or Personal Information;

10.3 The obligation to indemnify in respect of any Claim is contingent upon the CDIC Indemnatee or the Consultant Indemnatee (as applicable) (the “**Indemnified Party**”) (a) giving prompt written notice thereof to the indemnifying Party (the “**Indemnifying Party**”) and (b) providing reasonable co-operation and assistance to the Indemnifying Party in the investigation, defence, negotiation and settlement of any Claim, including providing reasonable access to relevant information and employees. The obligation to indemnify in respect of any Claim shall terminate unless the Indemnified Party gives the aforementioned written notice to the Indemnifying Party within two (2) years of the date on which the Indemnified Party knew or ought reasonably to have known of the existence of the Claim.

10.4 Third Party Claims. In respect of any third party Claim, the Indemnifying Party will be entitled to elect by written notice addressed to the Indemnified Party, within fifteen (15) days after its receipt of such notice, to assume control over the investigation, defence, negotiation and settlement of such third party Claim at its own cost, risk and expense.

- (a) If the Indemnifying Party elects to assume such control, the Indemnified Party will have the right to participate in the investigation, defence, negotiation and settlement of such third party claim at the cost of the Indemnifying Party and to retain counsel to act on its behalf, provided that the fees and disbursements of such counsel will be paid by the Indemnified Party unless the Indemnifying Party consents to the retention of such counsel or unless the named parties to any action or proceeding include both the Indemnifying Party and the Indemnified Party and the representation of both the Indemnifying Party and the Indemnified Party by the same counsel would be inappropriate due to the actual or reasonably potential differing interests between them (such as the availability of different defences). The Indemnifying Party will not settle any Claim without the prior written consent of the Indemnified Party.
- (b) If the Indemnifying Party does not elect to assume control of the investigation, defence, negotiation and settlement of the third party Claim, or if the Indemnifying Party, having elected to assume such control thereafter fails to diligently defend the third party Claim, the Indemnified Party will have the right to assume such control in such reasonable manner as it may deem appropriate, at the cost, risk and expense

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of the Indemnifying Party, and the Indemnifying Party will be bound by the results obtained by the Indemnified Party with respect to such third party Claim. The Indemnifying Party will have the right to participate in such defence at its own cost and expense.

- 10.5 Set-off and Subrogation.** The indemnity obligations hereunder will be enforceable without right of set-off, counterclaim or defence as against the Indemnified Party. The Indemnifying Party will, upon payment of an indemnity in full under this Agreement, be subrogated to all rights of the Indemnified Party with respect to the claims and defences to which such indemnification relates.
- 10.6 Limitation on Liability.** Other than the indemnity under section 10.2, the Consultant's entire liability for damages for any cause, and regardless of the form or cause of action, shall be limited to CDIC's direct damages and shall not exceed, **five million Canadian dollars (\$5,000,000.00 CAD)**. Other than a claim under section 10.2, in no event will a Party be liable for any punitive, indirect, incidental, special or consequential damages suffered by the other Party or any other person, including without limitation, failure to realize expected savings, any loss of revenues or profits, loss of computer time, or any other commercial or economic losses relating to the Services.

ARTICLE 11 DISPUTE RESOLUTION

- 11.1** Subject to Section 11.4 below, all matters to be decided or agreed upon by the Parties under this Agreement and all disputes which may arise with respect to any matter governed by this Agreement shall at first instance be decided or resolved by the most senior Assigned Person or Designated Officer of each Party. Each Party acknowledges that it is in their mutual best interests to make all such decisions by mutual agreement and agrees to act reasonably and in good faith in order to permit and encourage their employees and officers to do so.
- 11.2** If the Assigned Person or Designated Officer noted above are not able to resolve any dispute referred to them within fifteen (15) days of such referral, or if they are not able to agree on any other matter required to be decided by them under this Agreement, either Party may refer the matter to arbitration in accordance with the provisions of the *Commercial Arbitration Act*, R.S.C., 1985, c. 17 (2nd Supp.).
- 11.3** No Party may bring legal proceedings in respect of any issue that is to be submitted to arbitration hereunder unless that Party has complied with subsection 11.1 and 11.2.
- 11.4** Notwithstanding the above, each Party reserves the right to seek equitable relief in a court of competent jurisdiction to protect Intellectual Property Rights, Confidential Information or Personal Information.

ARTICLE 12 SURVIVAL OF TERMS OF AGREEMENT

12.1 All of:

- (a) the Consultant's and any Assigned Person's obligations regarding confidentiality of information and ownership of Intellectual Property Rights under Articles 4 and 7 and Appendix B;
- (b) the provisions regarding indemnification; and
- (c) the provisions regarding dispute resolution,

shall survive the expiration or termination of this Agreement for any reason whatsoever, as shall any other provision of this Agreement which, by the nature of the rights or obligations set out therein, might reasonably be expected to so survive.

ARTICLE 13 GENERAL

- 13.1 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to that subject matter. No supplement, modification or waiver or termination of this Agreement shall be binding unless executed in writing by the Party to be bound thereby.
- 13.2 Amendments.** This Agreement may be changed, amended or modified at any time by written instrument executed by the authorized representatives of the Parties, except for amendments to the list of Assigned Persons in Appendix A pursuant to Section 6.5 which only require the written consent of CDIC.
- 13.3 Renewal.** The term of this Agreement may be extended prior to the expiration hereof or this Agreement may be renewed for such period and on such terms and conditions as may be agreed upon in writing by the Parties.
- 13.4 Waiver.** No term or provision of this Agreement shall be deemed waived and no breach thereof shall be deemed excused unless such waiver or consent is in writing and signed by the Party waiving or consenting. No waiver or consent by any Party, whether express or implied, shall constitute a waiver or consent for any other term or provision or subsequent breach of such term or provision.
- 13.5 Assignment.** Neither this Agreement nor any part of, nor any right, title or interest under this Agreement shall be assigned, sub-contracted or otherwise transferred by the Consultant without CDIC's prior written consent, which consent may be withheld without reason. This Agreement shall enure to the benefit of and bind the Consultant and its successors and permitted assigns.

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- 13.6 Publicity.** The Consultant shall not refer to this Agreement, nor to any of its rights or obligations under this Agreement, in any public forum, or for the purpose of promoting itself or its products or services, without the prior written consent of CDIC. The Consultant acknowledges that CDIC is subject to the *Access to Information Act* and, as a consequence, CDIC may be required to disclose any information contained in this Agreement including, but not limited to, the name of the Consultant and/or any Assigned Person, the Total Fee, the description of the Services and any Work Product arising therefrom. The Consultant also acknowledges that CDIC may refer to any information contained in this Agreement on its website.
- 13.7 No Solicitation.** The Parties agree that, unless otherwise agreed to by the Parties in writing, during the term of this Agreement neither Party shall directly or indirectly solicit as an employee or independent contractor an employee of or consultant to the other Party or a former employee of or consultant to the other Party that is or was involved in providing the Services under this Agreement.
- 13.8 Severability.** If any of the provisions contained in this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 13.9 Further Assurances.** The Parties hereto agree, from time to time after the execution of this Agreement, to make, do, execute or cause or permit to be made, done or executed all such further and other lawful acts, deeds, things, devices, conveyances and assurances in law whatsoever as may be required to carry out the true intention and to give full force and effect to this Agreement.
- 13.10 Enforceability.** Each Party affirms that it has full power and authority to enter into and perform the terms of this Agreement, and that the person(s) signing this Agreement on behalf of each Party is (are) properly authorized and empowered to sign it. Each Party further acknowledges that prior to execution of this Agreement, it has read this Agreement, has had the opportunity to be advised by an independent legal advisor if it so desired, and that it understands and agrees to be bound by this Agreement.
- 13.11 Conflict.** In the event of any conflict or inconsistency between this Agreement and the appendices to this Agreement, the terms and conditions set out in this Agreement shall prevail.
- 13.12 Remedies.** The remedies expressly stated in this Agreement shall be cumulative and in addition to and not in substitution for those generally available at law or in equity.
- 13.13 Force Majeure.** If either Party is unable to perform its obligations under this Agreement due to the occurrence of one or more events beyond that Party's reasonable control, the time for performance of such obligations shall be extended for a period of time equal to the period of the duration of such events, provided that such Party promptly notifies the other of

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- (a) the invocation of this Section;
- (b) the expected date of resumption; and
- (c) in the case of the Consultant, the details of a contingency plan that will enable the Consultant to minimize the length of the delay.

Such non-performing Party shall use reasonable efforts to render performance in a timely manner, utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are reasonably available.

If such an event extends for greater than thirty (30) days, the Consultant shall be deemed to be in default of this Agreement and CDIC may, in addition to any other right or remedy that it is entitled to exercise under this Agreement, terminate this Agreement pursuant to Section 9.2.

13.14 Notices. Any notice required or permitted to be given hereunder in writing may be delivered (including by commercial courier) or sent by facsimile, email or other electronic transmission. Delivered notices shall be deemed received upon delivery during business hours. Notices sent by facsimile, email or other electronic transmission or delivered outside of business hours shall be deemed received on the next Business Day following the day of transmission or delivery. The addresses to be used for any deliveries or transmissions may be changed by notice given in accordance with this Section and, until so changed, shall be as follows:

if to the Consultant:

<*name + address*>

Attention: <*name*>, <*title*>

Fax: <*>

Telephone: <*>

Email: <*>

and if to CDIC:

Canada Deposit Insurance Corporation

50 O'Connor Street, 17th Floor

Ottawa, ON K1P 6L2

Attention: <*name*>, <*title*>

Fax: (613) <*>

Telephone: (613) <*>

Email: <*>@cdic.ca

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13.15 Counterparts. This Agreement may be executed in any number of counterparts. Either Party may send a copy of its executed counterpart to the other Party by facsimile, email or other electronic transmission instead of delivering a signed original of that counterpart. Each executed counterpart (including each copy sent by other means) will be deemed to be an original; all executed counterparts taken together will constitute one agreement.

THE PARTIES HAVE EXECUTED this Agreement as of the date first set out above.

CANADA DEPOSIT INSURANCE CORPORATION

Name: <*>
Title: <*>

Name: <*>
Title: <*>

We have authority to bind the above corporation.

[Consultant's Name in Caps]

Name: **[Consultant's Representative's Name]**

Title: <*>

I have authority to bind the above corporation.

Appendix A

SERVICES AND FEES

1. Description of Services

<<Description of services, as described in Schedule A of the RFP, to be added upon contract finalization and may reference the selected candidate's proposal>>

Other:

In performance of the Services, the Consultant will adhere to the Canadian Code of Advertising Standards, as may be amended or revised from time to time.

The Consultant agrees that it shall immediately suspend the Media Buy if notified by CDIC in writing, and at CDIC's option, purchase such additional media time and talent services as may be required to resume the Media Buy as a consequence of any suspension, subject to CDIC's prior approval concerning any additional costs.

The Consultant also agrees that it shall obtain sufficient rights pursuant to the Alliance of Canadian Cinema, Television and Radio Artists (ACTRA) and Union des Artistes (UDA) agreements to air CDIC's advertisements on television and to post these advertisements on CDIC's website or other media as required, for the duration of this Agreement.

The Consultant acknowledges that CDIC is subject to the *Official Languages Act* and agrees that all Services provided to CDIC, including all recommendations for the Strategy, will respect CDIC's obligations under the *Official Languages Act*, in all forms of media (e.g. print, television, internet, etc.)

In the event of discrepancies, inconsistencies or ambiguities of the wording between this Appendix A, Articles 1 through 13 and the Proposal, the wording of the document that first appears on the below list shall prevail over the wording of a document subsequently appearing on the list:

- Appendix A;
- Articles 1 through 13;
- Proposal.

2. Term

Subject to any earlier termination by CDIC pursuant to the Agreement, the term of this Agreement shall be:

Commencement Date: <*>;
Completion Date: <*>. (One year term)

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The term of this Agreement may be renewed or extended for up to four (4) consecutive one-year periods (each, a “**Renewal**”) to a maximum of five (5) years, at CDIC’s sole option and discretion. Each Renewal may be subject to a renegotiation of the Fees, timing and specific details of the Services; however, (a) no other provisions of this Agreement shall be renegotiated without the written consent of CDIC, and (b) the Services provided by the Consultant during each Renewal shall be the same or substantially similar as those described in this Appendix A.

3. Fees/Total Fees/Assigned Person(s)

(a) Fees

The Consultant agrees to provide the Public Awareness Strategy and Planning Services described in section 1 above at an agency fee hourly rate of \$XX per hour, subject to section 5 below (the “**Agency Fees**”).

The Consultant agrees to provide the Media Services described in section 1 above at a rate of XX% of the actual cost of the Media Buy, excluding applicable taxes, subject to section 5 below (the “**Media Services Commission**”).

The Fees do not include Disbursements or the Media Buy.

(b) Total Fee under this Agreement

The Parties confirm that the Total Fee to be paid by CDIC to the Consultant for the completion of the Services under this Agreement shall not exceed \$XX, including Agency Fees, Media Services Commission, all Disbursements, Pre-approved Expenses, any Media Buy, and all applicable taxes (the “**Total Fee**”), with the estimated allocation as follows:

Agency Fees:	\$XX
Media Services Commission:	\$XX
Disbursements (including Pre-approved Expenses):	\$XX
Media Buy:	\$XX
Taxes	\$XX

The estimated allocation of fees above is subject to change as per CDIC requirements. The Consultant understands and acknowledges that the Services, Media Buy and all related fees are subject to the CDIC approval processes and may be cancelled at any time in accordance with Article 9 of the Agreement, and section 5 of this Appendix A.

(c) Authorizations

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The Consultant shall obtain the prior written approval of CDIC (an “**Authorization**”) prior to the work being completed and/or the expense actually being incurred by the Consultant (as applicable), for:

- i. any Media Buy by way of a media purchase authorization form (“**MPA**”);
- ii. any Creative and Production Services by way of a production estimate; and
- iii. Disbursements and Pre-approved Expenses.

The use of third party suppliers will be pre-approved by CDIC by way of a signed Authorization, and will be selected by the Consultant on the basis of expertise, capability and cost. All purchases of third party suppliers will be billed at net, with no mark-up, and competitive quotes will be sought from three (3) suppliers where their services are expected to exceed \$50,000.

The Consultant acknowledges that it shall not be entitled to payment for any amount that is either charged or incurred by the Consultant which exceeds the Authorization approved by CDIC in writing, where required.

4. Payments by CDIC

(a) Pre-Payments

If CDIC approves Creative and Production Services as defined in Schedule A of the RFP, payment by CDIC of 75% of the estimated cost of production is required to be received by the Consultant prior to the commencement of TV and video production due to the anticipated costs involved and the Consultant’s obligation to pre-pay this amount to the production house prior to the start of production.

(b) Payment Scheduling

The Consultant shall provide an Invoice to CDIC on a monthly basis in accordance with the billing procedures set out in Article 8 of the Agreement.

5. Termination of Agreement or Suspension or Reduction in Media Buy

(a) Media Buys

If the Agreement is terminated by CDIC or CDIC instructs the Consultant to suspend or otherwise not to proceed with a Media Buy despite an applicable Authorization, the Consultant agrees not to proceed with any new Media Buy, to take such reasonable steps as are available to it to cancel any Media Buy that has been purchased, and obtain a refund and reimburse CDIC the amount of any such refund. CDIC and the Consultant, both acting reasonably, shall agree on any appropriate compensation for any efforts of the Consultant not already compensated for, under this Agreement, considering the following:

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- (i) the Consultant should be reasonably compensated for any authorized work for which CDIC has received value;
- (ii) the Consultant should be compensated for successfully cancelling a Media Buy and obtaining a refund; and
- (iii) in general, if a Media Buy:
 - (A) has been approved by CDIC by a signed MPA and purchased, but cancellation is effected and a refund is obtained, an amount equal to the Media Services Commission for the authorized but cancelled Media Buy should be payable;
 - (B) has been approved by CDIC by a signed MPA and purchased, but suspension is effected with or without penalty, the amount of the penalty should be payable immediately and the Media Services Commission for the authorized but suspended Media Buy should be payable upon resumption of the Media Buy;
 - (C) has been approved by CDIC by a signed MPA and purchased in whole or in part, but cancellation cannot be effected and a refund not obtained, the amount of the Media Buy as purchased, including any Media Services Commission in respect thereof, should be payable; and
 - (D) has not been approved by CDIC by a signed MPA, no amount should be payable.

(b) Transition

- (i) If the Agreement is terminated by CDIC, the Consultant will be entitled to the Agency Fees payable for Services rendered in regard to the transition to another CDIC selected service provider, to a maximum of \$20,000.

6. Assigned Person(s): *[insert if applicable]*

Name: <*>

Title: <*>

[hourly rate or per diem]

7. Payment Scheduling

The Consultant shall provide an Invoice to CDIC on a **[monthly/quarterly]** basis.

[OR: The Consultant shall provide an Invoice to CDIC upon completion and Acceptance of [the Services] [OR: each phase of the Services].]

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8. CDIC Designated Officer

Name: <*>

Title: <*>

9. Disclosure Regarding Non-Compliant Jurisdictions

[Insert "None" or describe any disclosures re: Article 4 of the Agreement, if any]

10. Subcontractor(s): [*insert if applicable* at time of Contract Award]

If required, CDIC acknowledges that some of the Services will be subcontracted by the Consultant to [*insert name of subcontractor(s)*], pursuant to an arrangement between the Consultant and the subcontractor. CDIC hereby consents to such portion of the Services, as reasonably determined by the Consultant, being completed by the foregoing subcontractor(s).

Appendix B

CONFIDENTIALITY, PRIVACY, CONFLICT OF INTEREST AND SECURITY

Any capitalized terms used herein but not defined have the meaning set out in the Agreement.

Confidentiality:

1. **“Confidential Information”** means
 - (a) any and all technical and non-technical information including patents, copyrights, trade secrets, proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to existing, proposed and future products and services;
 - (b) information concerning research, experiments, procurement requirements, manufacturing, customer lists, business forecasts, sales, merchandising and marketing plans;
 - (c) proprietary or confidential information of any third party that may rightfully be disclosed by CDIC to the Consultant;
 - (d) information which is expressly communicated as being or is marked as confidential;
 - (e) information which by its nature and the context in which it is disclosed is confidential;
 - (f) all information regarding CDIC or any of its business affairs, liabilities, assets, plans or prospects, including any and all information in respect to the Services and the provision of those Services;
 - (g) all information regarding any member or former member institution of CDIC, any parent or subsidiary corporation or affiliate thereof, or any of the business affairs, liabilities, assets, plans or prospects of any member or former member institution of CDIC or any parent or subsidiary corporation or affiliate thereof, disclosed to or received by the Consultant during or as a result of providing the Services, whether originating from CDIC or any other source; and
 - (h) all Work Product.
2. The Consultant shall not disclose any Confidential Information, unless such disclosure:
 - a. is compelled:
 - i. by law in connection with proceedings before a court, commission of inquiry or other public tribunal of competent jurisdiction;

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- ii. by law at the request of any regulatory or supervisory authority having jurisdiction; or
 - iii. in accordance with the practices and procedures of Parliament (including any committee of the House of Commons or Senate of Canada);
 - b. is of information that is in the public domain or has come into the public domain other than by reason of a breach of this Appendix (and, for the purpose hereof, information is not considered to be in the public domain merely because it appears in a court file or other repository to which members of the public are capable of having access, but only if it has actually been disseminated to the general public, such as through the news media or the publication of annual or other reports);
 - c. is of information that has been, or is hereafter, received by the Consultant or any Assigned Person other than from or at the request of CDIC and other than during or as a result of providing the Services;
 - d. is part of the performance of any part of the Services which is to be done on a shared, cooperative or joint basis with such other persons at the request, or with the concurrence of the Designated Officer who have signed an agreement similar in form and substance to this Appendix; or
 - e. is made with the prior written consent of the Designated Officer.
3. If the Consultant believes that disclosure of Confidential Information is or is about to be required in one of the circumstances described in subsection 2.a, or in any circumstances not referred to in Section 2, it shall notify CDIC orally as soon as reasonably possible and as much in advance of the impending disclosure as possible, of the circumstances and scope of the disclosure and shall immediately confirm such oral notice in writing.
4. The Consultant agrees that it acquires no right, title or interest to any Confidential Information, except a limited right to use the Confidential Information in connection with the provision of the Services. All Confidential Information remains the property of CDIC or its members and no licence or other right, title or interest in the Confidential Information is granted hereby.
5. The Consultant agrees to protect the Confidential Information and prevent any wrongful use, dissemination or publication of the Confidential Information not permitted hereunder by a reasonable degree of care, but no less than the degree of care used to protect its own confidential information of a like nature.
6. On receipt of a written demand from CDIC, the Consultant shall immediately return all Confidential Information, including any copies thereof, and any memoranda, notes or other documents relating to the Confidential Information (the “**Confidential Material**”), or shall provide a written certificate to CDIC certifying the destruction of all Confidential Information and Confidential Material and other materials embodying CDIC Intellectual Property if instructed by CDIC to destroy such Information.

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7. The Consultant acknowledges and accepts that, in the event of any breach or anticipated breach of this Appendix, damages alone would not be an adequate remedy, and agree that CDIC shall be entitled to equitable relief, such as an injunction, in addition to or in lieu of damages and without being required to prove that it has suffered or is likely to suffer damages.
8. All Confidential Information is provided “AS IS” and without any warranty, express, implied or otherwise, regarding its accuracy.
9. Unless expressly authorized in this Agreement or by CDIC in writing, Consultant shall, in accordance with reasonable industry standards, enforce policies, procedures and access control mechanisms to prevent the merger, linking or commingling of any Confidential Information or Personal Information with its own data or the data of any other person;

Privacy:

10. If CDIC intends to provide the Consultant with (or allow the Consultant to access or collect on CDIC’s behalf) any Personal Information as part of the Services, CDIC shall advise the Consultant of this fact, and the Consultant shall be required to comply with the following privacy obligations.
11. The Consultant shall comply at all times with all applicable laws and regulations relating to the collection, creation, use, storage and disclosure of Personal Information, and for greater certainty shall conduct itself so as to ensure that the Services comply with the *Privacy Act*.
12. The Consultant shall provide a copy of, or, where appropriate, a reference to, a privacy notice in a form acceptable to CDIC when collecting Personal Information on behalf of CDIC.
13. The Consultant shall not use or disclose any Personal Information except to the extent required to perform obligations under the Agreement or as otherwise permitted under applicable law. If, in performing its obligations under the Agreement, the Consultant is required to disclose Personal Information to a third party, the Consultant shall, prior to disclosing such Personal Information, advise CDIC in writing of the proposed use of the Personal Information by the third party. If CDIC consents to the disclosure, the Consultant shall require the third party to enter into an agreement imposing obligations upon the third party with respect to the collection, use and disclosure of the Personal Information that are substantially similar to the obligations set out herein, failing which, the Personal Information shall not be disclosed except in accordance with applicable law.
14. The Consultant shall promptly notify CDIC in writing and assist CDIC in resolving any claim, inquiry, active or pending investigation, complaint that is made to the Consultant or filed with competent authorities, or any remedial action that either has been ordered to take by competent authorities regarding the collection, storage, use or disclosure of Personal Information by the Consultant.
15. The Consultant shall retain the Personal Information only for so long as is reasonably necessary to complete the purposes for which the Personal Information was provided and as

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otherwise permitted by applicable law, unless otherwise specified by CDIC in writing (collectively, the “**Retention Period**”) – and upon the expiry of the Retention Period, shall return to CDIC, or as directed by CDIC, delete or destroy the Personal Information. The Retention Period shall (unless otherwise specified by CDIC in writing) automatically expire on the date on which the Agreement expires or is terminated for any reason whatsoever. Upon request, the Consultant shall provide CDIC with a written certificate certifying the destruction of the Personal Information or the return to CDIC of all Personal Information (as applicable).

Conflict of interest:

16. CDIC requires any persons entering into any agreement with CDIC, supplying services to, or performing any work for or in regards to CDIC, to conduct their affairs in such a way as to avoid any conflict of interest. The Consultant hereby represents and declares that, after due inquiry, it is not aware of any circumstances which do or might cause the Consultant to have a conflict of interest in carrying out the Services. The Consultant agrees not to enter into any contract or other commitment with any person during the term of the Agreement that would cause a conflict of interest on the Consultant’s part in connection with the performance of the Services.

Security:

Protection of Information

17. The Consultant confirms that Services involving Personal Information or other “Protected Information”, as that term is defined in CDIC’s *Information Classification Standard* will be handled in accordance with CDIC’s *IT Asset and Information Handling Standard* and *Cryptography Procedure* and other security procedures, as applicable. Where the Consultant cannot meet the requirements of the procedure, Services involving Personal Information or other Protected Information will be performed on CDIC’s premises only, using CDIC computer systems exclusively. The Consultant shall ensure that no Protected Information is removed from CDIC premises at any time during the term of the Agreement.
18. If the performance of the Services involves Personal Information or other Protected Information, the Consultant shall require that all the Assigned Persons or any Subcontractors’ personnel who will perform the Services either:
 - (a) as of the Commencement Date, have a minimum security clearance of “Reliability”, as described in CDIC’s *Personnel Security Standard* or such other security clearance level as requested by CDIC; or
 - (b) within one (1) week of the Commencement Date, the Consultant will apply to obtain the necessary security clearance.

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For clarity, in the event an application for the necessary security clearance in respect of an Assigned Person is denied, the Consultant will not permit the Assigned Person to perform the Services.

The Consultant agrees that once the required level of security clearance is obtained by an Assigned Person or any Subcontractor's personnel, it shall cause each Assigned Person or Subcontractor's personnel to maintain his or her respective security clearance for the duration of his or her work during the term of the Agreement.