

Request for Supplier Qualifications (RFSQ)

RFSQ # SQ341-2019-01

For Writing Services

ISSUE DATE:	Wednesday, January 9, 2019
DEADLINE FOR PROPONENT ENQUIRIES:	Monday January 21, 2019 no later than 5pm ET (local Toronto time)
DEADLINE FOR ISSUING ADDENDA & RESPONSES TO PROPONENT ENQUIRIES:	Tuesday January 22, 2019
PROPOSAL SUBMISSION DEADLINE:	Monday January 28, 2019 no later than 3:00pm ET (Toronto Local Time)
INTERVIEW PERIOD:	Week of Monday February 4th, 2019

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About the Partnership

As the steward of the [Canadian Strategy for Cancer Control](#) (the Strategy) the Partnership works to implement the Strategy to reduce the burden of cancer on Canadians. The partner network – cancer agencies, health system leaders and experts, and people affected by cancer – brings a wide variety of expertise to every aspect of our work. After 10 years of collaboration, we are accelerating work that improves the effectiveness and efficiency of the cancer control system, aligning shared priorities and mobilizing positive change across the cancer continuum. The Partnership continues to support the work of the collective cancer community in achieving our shared 30-year goals: a future in which fewer people get cancer, fewer die from cancer and those living with the disease have a better quality of life. The Partnership was created by the federal government in 2006 to move the Strategy into action and receives ongoing funding from Health Canada to continue supporting partners from across Canada. Visit www.partnershipagainstcancer.ca.

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1.0 BACKGROUND AND OBJECTIVE

The Partnership is searching for freelance strategic communications writers to support the Partnership's corporate communications products. The objective of this RFSQ is to identify Proponents who have the expertise, experiences, resources, rates and approach to provide professional services on time and on budget. The initial term of engagement is for a three-year period with an option to renew and extend based on the same terms and conditions for three additional one-year terms.

Successful submissions will show:

- An understanding of the health policy environment and the Partnership's role within it.
- The knowledge and ability to clearly and creatively communicate complex, content-rich issues to a range of audiences, from policy-makers to the general public with a focus on how work underway benefits Canadians (and their families) who experience cancer.
- An ability to conversationally weave complex information into concise, understandable, and compelling content.

Successful applicants will become pre-qualified vendors for the Partnership. Being a pre-qualified vendor does not guarantee a volume of work. The Partnership will enter into an Agreement with the pre-qualified vendor of its choice, provided that the amount for the proposed project is estimated to be less than \$25,000. The Partnership will obtain quotes from more than one pre-qualified vendor, if the proposed project amount exceeds \$25,000.

The scope of work for each request and deadline for completion will be mutually agreed upon in advance by both the Partnership and the Successful Proponent(s).

2.0 TIMELINES

RFSQ Timeline:

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3.0 SUPPLY ARRANGEMENTS

For requirements valued at less than \$25,000, the Partnership may use any of the prequalified Proponent(s) without going through a competitive process, since this falls within the Partnership's approved procurement policy for single sourcing.

For requirements valued at more than \$25,000, yet less than \$100,000, excluding applicable taxes, all pre-qualified vendors with the applicable area of expertise will be invited to submit a quote outlining their ability to meet the timelines described. Over the \$100,000 threshold all pre-qualified vendors will be invited to participate. The Partnership will not engage Proponents outside of the prequalified Proponents for procurements within this dollar range unless the prequalified Proponents are unable to provide the required service.

4.0 REQUIREMENTS

The Partnership will require ongoing strategic communications writing services on a project basis.

Applicants should possess a wide-range of experience, including, but not limited to:

1. Writing for different audiences, mediums, formats and products, in different styles, for different purposes, drawing on various sources. Examples include annual reports, corporate publications and reporting, infographics, web content, plain language documents, speeches), including drafts and revisions.
2. Conducting background research, interviews, project/production management and liaison
3. Providing advice on content organization and presentation approach
4. Being sensitive to the cultural context and the target audience (e.g. experience with content specific to First Nations, Inuit and Métis peoples or issues related to underserved populations would be an asset)
5. Adaptability and flexibility to work under pressure and to meet short deadlines

Pre-qualified vendors will primarily work with and through the Communications team, but may be required to work with other departments across the organizations and should demonstrate the ability to:

1. Work collaboratively with a wide range of perspectives e.g. executives, researchers, statisticians, clinicians;
2. Translate the Partnership's needs and ideas into a professional and appealing content; and
3. Demonstrate outstanding client service, work flow, quality control and budget control systems.

5.0 PROCESS

The Partnership may pre-qualify up to three (3) Proponents.

If the Partnership decides that additional Proponents are needed, an amendment to this RFSQ will be posted and new Proponents will have the opportunity to submit the required documents to be pre-qualified. This will have no impact on the Proponents that are already pre-qualified.

The Partnership retains the right to negotiate with Proponents on any procurement. Proponents may be removed from the prequalified vendor list for any of the following reasons:

- I. Intentionally submitting misleading or false information
- II. Not declaring any known conflict of interest
- III. Failing to meet all the qualifications requirements and the Partnership's terms and conditions
- IV. The Partnership has documented at least three instances of poor client satisfaction for services that were provided by the contracted Proponent
- V. Late in completing 2 projects

6.0 PROPOSAL EVALUATION

Proposals will be reviewed in two stages. The first stage involves meeting the Mandatory Requirements.

Stage 1 Mandatory Evaluation

At Stage 1 each Proposal will "Pass" or "Fail", in whole or in part, based on whether or not it meets the Mandatory Proposal Requirements. Proposals that do not comply substantially with all of the Mandatory Proposal Requirements may, subject to the express and implied reserved rights of the Partnership, be disqualified and not be evaluated further.

Stage 2 Technical Evaluation

The second stage involves reviewing submissions based on the evaluation criteria and weightings identified below. The Partnership will shortlist the top scoring Proposals and their respective Proponents will be invited to an interview at the Partnership offices. Interviews will be scheduled at a time that is convenient for the Partnership.

Submissions will be reviewed based on the evaluation criteria and weightings identified below.

Criteria	Weighting
Qualifications and experience of the Proponent organization - Company profile: Experience of proponent, and capacity/experience with projects/work of similar scope	20%
Quality of submission: customer service approach and portfolio/examples	40%
Interview	15%
Price	25%
Total	100%

The top scoring Proponents will be invited to make a presentation to demonstrate their firm's professional services and capabilities in support of the Partnership's mandate and strategic objectives. Proponents may be required to clarify and/or expand on information contained in the written Proposals.

Notwithstanding the foregoing, the Partnership, in its sole discretion, will determine the number of presentations to be held, and which Proponents may be invited to make a presentation. Further, the Partnership reserves the right to cancel the presentation stage, at its sole discretion, and to advance to the negotiation stage.

Proponents located outside of the Toronto area may make their presentation via Skype for Business. Proponents will be asked to speak about their experience using work samples or case studies, risk mitigation strategies, approach to keeping within budget and meeting timelines, client service, and quality assurance. All proposed key team members should be present at the meeting.

7.0 SUBMISSION INSTRUCTIONS

Submissions should be no longer than 5 pages (not including portfolio work and references) and should include the following:

- a) Legal name of company and principal, including address and contact details
- b) Overview of experience that demonstrates proficiency in journalism or strategic communications
- c) Outline of services offered, including any service that may be sub-contracted
- d) List of current and previous clients, highlighting work on health and other public policy issues
- e) Hourly rates and fee schedules for revisions, project management and if applicable, any additional charges.
- f) Description of the approach to customer service, including responsiveness to clients (turn-around times, etc.) as well as anything you require from clients.

Portfolio

- Three examples of work you have produced in the last three years, including a description of your role in creating them and the timelines involved. This should also include a short note about the objective of the work as well as the approach you took to addressing any challenges you faced in completing it.

References

- Provide key references for three projects completed for different clients in the last three years to be completed with Appendix B – Reference Form.

Proponents must also submit one electronic copy in Microsoft Word format or portable document format (PDF), sent by e-mail to the e-mail address shown below before the Proposal Submission Deadline.

E-mail: procurement@partnershipagainstcancer.ca

Proposals submitted in any other manner may not be accepted.

8.0 NO CONTRACTUAL OR LEGAL OBLIGATIONS

The RFSQ document is not intended to constitute, or be interpreted as, a call for tenders or proposals, and the submission of a Response is not intended to create any contractual or other legal obligations or duties whatsoever owed to any Proponent or Potential Proponent by the Partnership. Without restricting the generality of the foregoing, no contractual relations shall exist between Partnership and any Proponent as a result of this RFSQ until the execution of an Agreement/Contract with that Proponent, except for any waivers, releases, exclusions or limitations of liability, confidentiality and/or indemnity obligations or other covenants or agreements made, given or accepted by Proponent In the Form of Response or otherwise in connection with this RFSQ process.

9.0 COMMUNICATIONS DURING RFSQ PROCESS

All communications related to this RFSQ are to be in writing, should indicate the RFSQ # SQ333-2018-01, and should be directed only to the Procurement Contact designated in Section 7.0 Submission Instructions of this RFSQ.

The Partnership shall answer all requests for clarification by a written Question and Answer Series. The Partnership may also issue written clarifications on its own initiative, as it deems necessary, by way of written Addendum. All Question and Answer Series and Addenda shall be made available on the Partnership's website, Biddingo and on MERX. The Partnership shall not be responsible for any instructions or information given to any Proponent or Potential Proponent unless given through a written Question and Answer Series or by written Addendum.

10.0 RIGHT TO AMEND OR TERMINATE RFSQ PROCESS

The Partnership will not award a Contract/Agreement under this process and reserves the right to amend by Addendum any term of the RFSQ Documents or to terminate this RFSQ process at any time, without reasons.

11.0 NO GUARANTEE OF VOLUME OF WORK OR EXCLUSIVITY OF AGREEMENT

The Partnership makes no guarantee of the value or volume of work to be assigned to any Proponent. Any Agreement executed with a selected Proponent will not be an exclusive contract for the provision of the described services and deliverables. The Partnership may contract with others for the same or similar services and deliverables to those described in this RFSQ or may obtain the same or similar services and deliverables internally.

12.0 RFSQ RESPONSE PREPARATION COSTS

The Partnership is not responsible to pay any costs or expenses incurred by any Proponent or Potential Proponent in preparing its Response or otherwise in participating in this RFSQ process. The participation in this RFSQ process is at Proponent's or Potential Proponent's sole risk and cost.

13.0 DISCLOSURE OF INFORMATION

Any confidential information supplied to the Partnership may be disclosed by the organization where it is obliged to do so under the Freedom of Information and Privacy Protection Act (FIPPA), by an order of a court or tribunal or otherwise required at law.

14.0 TERMS AND CONDITIONS

All provisions of this RFSQ and all resulting agreements from the second phase of this process is subject to the Partnership's Terms and Conditions (Appendix D) as attached to this RFSQ.

APPENDIX A – Work Sample Details

Please submit three (3) work samples.

Name of Client/Organization	Description of project in work sample provided	Range of Costs
	Work sample	
	Work sample	
	Work sample	

APPENDIX B – Reference Form

Each Proponent must provide references from three (3) different clients or work (excluding the Partnership) to whom each candidate proposed for a key role has provided services within the last three (3) years in a role similar to that set out for the candidate in your submission.

Please include in your submission a separate copy of this part of the reference form for each candidate proposed for each key role set out in the Proposal.

Name of Candidate:

Proposed Role:

Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Title:	
Contact Email Address:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Title:	
Contact Email Address:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #3

Company Name:	
Company Address:	
Contact Name:	
Contact Title:	
Contact Email Address:	
Date Work Undertaken:	
Nature of Assignment:	

APPENDIX C – Form of Offer

The Proponent must not amend this Form in any way other than by providing the requested information. This form must be completed, signed and submitted as part of the Proponent's Proposal.

To the Canadian Partnership Against Cancer:

1. Proponent Information

The full legal name of the Proponent is: _____

Any other relevant name under which the Proponent carries on business is:

The jurisdiction under which the Proponent is governed is: _____

The name, address, telephone, facsimile number and e-mail address of the contact person for the Proponent is:

The Proponent is:

Proponents must select one of the following choices.

- an individual {Provide HST/GST #}
- a sole proprietorship {Provide HST/GST #}
- a corporation {Provide HST/GST #}
- a partnership {Provide HST/GST #}
- a joint venture {Provide HST/GST #}
- an incorporated consortium {Provide HST/GST #}
- a consortium that is a partnership {Provide HST/GST #}
- other legally recognized entity: {Specify type, provide HST/GST # or state "N/A".}

The Proponent has carefully examined the RFSQ documents and has a clear and comprehensive knowledge of the Deliverables required under the RFSQ. By making this submission, the Proponent agrees and consents to the terms, conditions and provisions of the RFSQ.

2. Forms

(a) The Proponent encloses herewith as part of the Proposal, the mandatory forms set out below:

MANDATORY FORMS:	Yes	Page
Work Sample Details (Appendix A)		
Reference Form (Appendix B)		
Form Offer (Appendix C)		

3. Addenda

The Proponent is deemed to have read and accepted all Addenda issued by the Partnership prior to the Deadline for Issuing Addenda. The onus remains on the Proponent to make any necessary amendments to the Proposal based on the Addenda. The Proponent confirms that it has received the following Addenda:

{List Addenda numbers or, if no Addenda were issued, state "None".}

4. Conflict of Interest

The Proponent, by submitting the Proposal, confirms that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the submission of the Proposal or performance of the contemplated Agreement other than those disclosed in this Form of Offer. Where the Partnership discovers a Proponent’s failure to disclose all actual or potential Conflicts of Interest, the Partnership may disqualify the Proponent or terminate any Agreement awarded to that Proponent as a result of this procurement process.

Conflict of Interest includes, but is not limited to, any situation or circumstance where:

- a) in relation to the RFSQ process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to
 - i. having or having access to information in the preparation of its Proposal that is confidential to the Partnership and not available to other Proponents;
 - ii. communicating with any person with a view to influencing preferred treatment in the RFSQ process; or

- iii. engaging in conduct that compromises or could be seen to compromise the integrity of the RFSQ process and render that process non-competitive and unfair; or
- b) in relation to the performance of its contractual obligations under the Agreement, the Proponent's other commitments, relationships or financial interests
 - i. could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or
 - ii. could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

Proponents must choose one of the following two options.

The Proponent declares that: (1) there was no Conflict of Interest in preparing its Proposal; and (2) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFSQ.

OR

The Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its Proposal, and/or the Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFSQ. The details of the actual or potential Conflict of Interest are as follows:

5. Disclosure of Information

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of this Proposal by the Partnership to its advisers retained for the purpose of evaluating or participating in the evaluation of this Proposal.

6. Execution of Agreement

The Proponent understands that, in the event its Proposal is selected by the Partnership, in whole or in part, the Proponent agrees to finalize and execute a Services Agreement incorporating the terms and conditions set out in Appendix D to the RFSQ, as the second phase of the engagement.

I confirm that this Form of Offer has been completed with no changes to the text provided in the RFSQ.

Please provide the following pricing information. All prices quoted in response to the RFSQ shall be firm, shall be in Canadian dollars, excluding taxes.

The Partnership reserves the right to clarify any information provided to fully understand potential cost impacts associated with a Proposal.

Please fill out the chart below to identify your availability for work identified Section 1.0 Nature of Requirement and the rate per day for this work.

Price /cost models*	Rates
• Hourly rate for writer services	•
• Or Blended hourly rate	•
• Project management fees	•

Please confirm if minimum fees applicable or delivery charges and provide any rush rates (and associated timeframe)

** Fixed hourly rate (s) for the services provided for the initial term of three (3) years, less a day. Fixed hourly rate (s) will be reviewed for the option Terms, pending extension approval for two (2) optional two (2) year extensions.

Signature of Witness:	Signature of Proponent representative:
Name of Witness:	Name and Title of Proponent representative:
	Date: I have authority to bind the Proponent.



APPENDIX D – Additional Terms and Conditions Agreement for Profit

Background:

The funding for this Agreement provided by the Partnership is, in whole or in part, obtained pursuant to a funding agreement (“Health Canada Contribution Agreement”) between the Partnership and Her Majesty the Queen in Right of Canada as represented by the Minister of Health (“Minister”);

The Health Canada Contribution Agreement requires the Partnership to require certain minimum terms and conditions in agreements.

The Contractor acknowledges the source of the funding and recognizes the need to ensure that there is a high level of accountability and transparency in the receipt and expenditure of the funding.

The Parties agree that the following terms and conditions are included in addition to any other terms of the Agreement:

1. Definitions:

In this Agreement:

- a) “Agreement” means this agreement and all schedules and any amendments made to this agreement in accordance with its terms;
- b) “Amount” means the amount expressed in the Agreement to be payable to the Contractor for the Work;
- c) “Party” means the Partnership or the Contractor or any other signatory to the Agreement and “Parties” means all of them.

2. Accounts and Audit

- a) The Contractor shall keep proper and accurate Work-related accounts and records of the cost to the Contractor of the Work and of all expenditures or commitments made by the Contractor in connection therewith, and shall keep all invoices, receipts and vouchers relating thereto. The Contractor shall not, without the

prior written consent of the Partnership, dispose of any such accounts and records, including invoices, receipts or vouchers, until the expiration of six (6) years after final payment under this Agreement, or until the settlement of all outstanding claims and disputes, whichever is later.

- b) All such accounts and records shall at all times during the retention period referred to in subsection a) be open to audit, inspection and examination by the authorized representatives of the Partnership, the Minister or the Auditor General of Canada to confirm compliance with this Agreement and the appropriate use of funds, who may make extracts from and/or make copies thereof. The Contractor shall provide access to its premises and reasonable facilities for such audits, inspections and examinations and shall furnish all such information as the representatives may from time to time require with respect to such accounts and records. The Partnership shall be entitled to monitor and review the Work through site visits or other means.

3. Appropriation

Each payment to be made under the Agreement at any given time is subject to the Partnership having been provided sufficient funding from the Minister for the fiscal year in which the payment is due.

4. Assignment

- a) The Contractor shall not assign this Agreement or any payment, right or obligation hereunder without the prior written consent of the Partnership. Any assignment made without that prior written consent is void and of no effect.
- b) No assignment of this Agreement shall relieve the Contractor from any obligation under this Agreement or impose any liability upon the Partnership unless otherwise agreed to in writing by the Partnership. This Agreement binds the

Parties and their respective successors and permitted assigns.

languages, as well as representatives from official language minority communities.

5. Changes

- a) If, on the basis of progress reports provided to the Partnership or for any other reason, the Parties decide that modifications to the Work or to line items within the budget are needed, the appropriate changes may be made by the administrative contact for the Parties, provided that no increase shall be made to the maximum Amount payable hereunder and further provided that no other term of this Agreement may be altered in this fashion.
- b) If the change is greater than 15% or \$50,000 of the maximum Amount payable, whichever is lesser, or if the maximum Amount payable changes, the formal amendment process, signed by the approved delegated authority, shall apply.
- c) If the Partnership, acting reasonably, determines that modifications to the Work are needed (including substituting deliverables), the Contractor shall use commercially reasonable efforts to accommodate the Partnership's request for modifications in a manner that avoids changing the maximum Amount payable.

6. Communications

- a) If this Agreement requires work with members of the public, the Contractor shall take the necessary measures to respect the spirit and intent of the *Official Languages Act* to communicate with the public in the official language (i.e., English or French) of their choice;
- b) Any person related to the Contractor shall, where appropriate, ensure that: (i) communication, announcements or documents for the general public concerning services, programs, projects or activities are provided in both official languages; (ii) any services, programs, projects or activities to be delivered by the Contractor to the general public are delivered in both official languages; (iii) any services provided to official language minority communities are provided in a manner that they may participate in these services on a basis comparable to the majority language community; and (iv) consultations with stakeholders on services, programs, projects or activities encourage participation in both official

7. Compliance with Applicable Laws

The Contractor shall comply with all applicable laws, regulations and policies relating to the performance of the Work including, without limitation, those concerning privacy and confidentiality, health and labour conditions and the protection of the environment, and shall require compliance therewith by all of its subcontractors. Evidence of compliance with such laws shall be furnished by the Contractor to the Partnership at such times as the Partnership may reasonably request.

8. Confidentiality

- a) The Contractor shall keep confidential all information provided to the Contractor by or on behalf of the Partnership in connection with this Agreement, or acquired by the Contractor in the course of performing the Work. The Contractor shall not disclose the information to any person without the written permission of the Partnership, except that the Contractor may disclose to a subcontractor, authorized in accordance with this Agreement, information necessary for the performance of the subcontract. The Contractor shall treat as confidential and cause those with whom it shares such information, during as well as after the performance of any Work under this Agreement, any information to which the Contractor becomes privy as a result of acting under the Agreement.
- b) This section does not apply to any information that:
 - i. is publicly available from a source other than the Contractor;
 - ii. is or becomes known to the Contractor from a source other than the Partnership, except any source that is known to the Contractor to be under an obligation to the Partnership not to disclose the information; or
 - iii. is required to be disclosed by law or by court or other lawful authority.
- c) If the Contractor is required, by law or by a court or other lawful authority, to disclose the Partnership's confidential information, the

Contractor shall: promptly notify the Partnership before making any such disclosure, if such notification is not prohibited by law, the court or other lawful authority; cooperate with the Partnership on the proposed form and nature of the disclosure; and ensure that any disclosure is made in accordance with the requirements of applicable law and within the parameters of the specific requirements of the court or other lawful authority.

- d) Upon request, the Contractor shall return to the Partnership all information provided to the Contractor by or on behalf of the Partnership or acquired by the Contractor in connection with the Work and any copies of the information, in any form whatsoever.

9. Conflict of Interest and Government Contracting

- a) The Contractor represents and warrants that the Contractor has no interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the Work. Should such an interest be acquired during the Term, the Contractor shall declare it immediately to the Partnership.
- b) It is a term of this Agreement that no individual who is subject to the provisions of the *Conflict of Interest Act*, the *Conflict of Interest Code for Members of the House of Commons*, the *Conflict of Interest Code for Senators*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Values and Ethics Code for Health Canada*, the *Values and Ethics Code for the Public Sector* or any other values and ethics codes applicable within provincial or territorial governments or specific organizations shall derive a direct benefit resulting from this Agreement unless the provision or receipt of such benefit is in compliance with such legislation and codes.
- c) The Contractor represents and warrants that the Contractor, and the Contractor's officers, agents and employees, are not prohibited under subsection 750(3) of the Criminal Code from benefiting from a government contract.
- d) The Contractor represents, warrants and covenants that no bribe, gift, benefit or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of the Partnership or to a

member of the family of such a person with a view to influencing the entry into this Agreement or the administration of this Agreement.

- e) The Contractor acknowledges and agrees that the Partnership will provide the Minister with access to this Agreement.

10. Relationship of the Parties

Nothing contained in this Agreement creates or shall be construed to create a relationship of principal-agent, employer-employee, partnership or joint venture between the Parties. The Contractor shall not represent itself (including in any agreement with any third party) as the agent, employee or partner of the Partnership or in a manner that could lead a member of the public to believe that the Contractor is an agent, employee or partner of the Partnership. The Contractor shall be solely responsible for any and all deductions and payments required to be made from or to employees, including those required for Canada or Quebec pension plans, employment insurance, worker's compensation and income tax.

11. Dispute Resolution

If the Parties have a dispute relating to any matter subject to this Agreement, the Parties shall deal with that dispute through court action.

12. Entire Agreement

The Agreement, including its schedules, constitutes the entire Agreement between the Parties with respect to its subject matter and supersedes all previous agreements, understandings, negotiations and discussions, both oral and written, between the Parties unless they are incorporated by reference in this Agreement. All amendments to this Agreement are to be made in writing and signed by the Parties.

13. Further Assurances

The Contractor shall do, execute and deliver, or cause to be done, executed and delivered, all such further assignments, documents, instruments, transfers, acts, deeds, matters, assurances and things as, from time to time, may be reasonably necessary or desirable to give effect to this Agreement.

14. Indemnification

- a) The Contractor shall indemnify and save harmless the Partnership and its directors, officers, employees, agents, successors and assigns from and against all claims, losses, damages, costs, expenses, including solicitor/client fees, administrative fees and disbursements, causes of action, actions and other proceedings ("Claims"), made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by, or attributable to, any environmental effect, injury to or death of a person or damage to or loss of property, arising directly or indirectly from any act, omission or delay on the part of the Contractor or the Contractor's employees or agents in performing the Work or as a result of the Work, and any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by the Partnership and for the use of an invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright or trade secret resulting from the performance of the Contractor's obligations under this Agreement, and in respect of the use of or disposal by the Partnership of anything furnished pursuant to this Agreement, except that the Partnership will not claim indemnification under this section to the extent that the injury, loss or damage has been caused by the Partnership or its employees or agents.
- b) The Contractor's obligation of indemnity or reimbursement of the Partnership under this Agreement shall not affect or prejudice the Partnership from exercising any other rights it has under law.

- c) To the extent that any third party, in reliance upon representations made by the Contractor, considers the Contractor to be an agent or employee of the Partnership, the Contractor shall indemnify and save harmless the Partnership for any Claims occasioned thereby by such third party.
- d) The Contractor shall protect itself, through an appropriate policy of insurance, against any liability resulting from anything done or omitted to be done by the Contractor in carrying out the Work under this Agreement, for such coverage limits as a reasonably prudent party carrying out the same or similar activities might obtain.

15. Injury on Duty

The Partnership shall assume no liability for injury on duty while the Contractor is performing tasks related to this Agreement except to the extent caused by or due to the Partnership. It is the Contractor's responsibility to ensure that proper insurance coverage is in place prior to the commencement of the Work.

16. Inspection of the Work

- a) The Work and any and all parts thereof shall be subject to such inspection as the Partnership determines to be appropriate, consistent with the relevant provisions of this Agreement, if any, prior to acceptance. The Partnership or its representatives, shall have access to the Work at any time during working hours at any site where any part of the Work is being carried out and may make examinations and such tests of the Work as they may think fit. Should the Work or any part thereof not be in accordance with the requirements of the Agreement, the Partnership shall have the right to reject the Work and require its correction or replacement at the Contractor's expense. The Partnership shall inform the Contractor of the reasons for any such rejection.
- b) The Contractor shall provide all assistance and facilities, test pieces, samples and documentation that the Partnership may reasonably require for the carrying out of any such inspection, and the Contractor shall forward such test pieces and samples to such person or location as the Partnership may direct.

Inspection by the Partnership shall not relieve the Contractor from responsibility to meet the requirements of this Agreement.

- c) No part of the Work shall be submitted for acceptance or delivery until it has been inspected and approved by the Contractor and, wherever practicable, marked with an approval stamp satisfactory to the Partnership. The Contractor shall keep accurate and complete inspection records which shall, upon request, be made available to the Partnership, which may make copies thereof and take extracts therefrom during the performance of this Agreement and for any period of time thereafter provided for in this Agreement.

17. Intellectual Property

- a) Intellectual property developed for this Agreement shall vest in and be owned by the Partnership.
- b) The Partnership shall have a nonexclusive royalty-free sub-licensable right to use any other intellectual property of the Contractor required to use the intellectual property developed for this Agreement.

18. Invoicing

- a) The Contractor shall submit invoice(s) on its own forms to the Partnership, which shall include the following information:
- i. Contractor name and address;
 - ii. Number assigned by the Partnership, if any, to this Agreement;
 - iii. Contractor's Invoice Number and Date;
 - iv. Name of the individual at the Partnership supervising this Agreement;
 - v. Period in which services were rendered;
 - vi. Deliverables and/or milestones completed and attached (when applicable); and
 - vii. Total amount for services rendered, HST shown separately.
- b) The invoice submitted by the Contractor should include a description of the Work performed, and the time worked. The Contractor will submit invoices on a monthly basis or any other basis as indicated in this Agreement.

19. Language

The parties confirm it is their wish that this Agreement be drawn up in the English Language. Les parties confirment qu'ils souhaitent que le présent accord soit rédigé en anglais.

20. Governing Laws

The Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Parties shall submit to the jurisdiction of the courts sitting in Toronto, Ontario.

21. Minimum Information in this Agreement

This Agreement shall include the following minimum information:

- a) a description of the Work, a budget, the Amount to be paid and clear expectations as to the results expected through carrying out the Work;
- b) the effective date, the date of signing and the term of this Agreement;
- c) conditions that must be met before payment is made and the schedule and basis of payment; and
- d) the maximum amount payable.

If at any time it is discovered that this Agreement does not contain all or any part of the minimum information required, the Parties shall use their best efforts in good faith to amend this Agreement to include the information that is missing.

22. Notices

Where in this Agreement any notice, demand, request, direction or other communication is required to be given or made by a Party, it shall be in writing and is effective if sent by any means, including electronic means, addressed to the Party for whom it is intended at the address mentioned in this Agreement, and any such communication shall be deemed to have been received if by registered mail, when the postal receipt is acknowledged by the Party, if by

electronic means, one business day after having been sent and if by mail, five business days after being mailed. The address of a Party may be changed by notice in the manner set out in this provision.

23. Payment

- a) Payments under this Agreement, except advance payments, shall be conditional upon performance, completion and delivery of the Work, or any part of the Work, to the satisfaction of the Partnership, and upon submission of an invoice satisfactory to the Partnership.
- b) Subject to the section "Invoicing", payment by the Partnership for the Work shall be made within sixty (60) days of receipt of an invoice requesting payment.
- c) If the Partnership has any reasonable objection whatsoever to an invoice, the supporting documentation or the performance of this Agreement by the Contractor, then the Partnership shall, within fifteen (15) days of receipt of the invoice or as quickly as reasonably possible, notify the Contractor of the nature of the objection.
- d) Notwithstanding any other provision of this Agreement, no payment shall be made to the Contractor unless and until, with respect to all parts of the Work in respect of which payment is claimed, the Contractor, where required to do so, establishes to the satisfaction of the Partnership that such parts of the Work will be free from all claims, liens, attachments, charges or encumbrances.

24. Powers of the Partnership

Every right, remedy, power and discretion vested in or acquired by the Partnership under this Agreement or by law shall be cumulative and non-exclusive.

25. Proactive Disclosure

- a) Information contained in this Agreement in relation to the following data elements: Contractor name, reference number, Agreement date, description of Work, Agreement period or delivery date, and Agreement value, may be posted on the Partnership's website. Information that would normally be withheld under the

Access to Information Act and Privacy Act will not appear on the website.

- b) This "public disclosure" is intended to ensure that Agreement information is collected and presented consistently in a manner that promotes transparency and facilitates public access.

26. Reporting

- a) The Contractor shall provide the Partnership with such progress reports, including financial matters, as are called for on the Work under this Agreement and, in any event, no less frequently than annually for the period ending March 31 of each year. Unless otherwise provided in this Agreement, the form and substance of the progress report shall be acceptable to the Partnership.
- b) The Partnership may, in its sole discretion, require the Contractor to provide an interim progress report on the Work for a specified period of time (no more than a 12 month period).
- c) The Partnership may withhold or reduce any payments to be made to the Contractor under this Agreement if any report has not been submitted by the Contractor in accordance with the requirements of this Agreement.

27. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining terms or provisions of this Agreement.

28. Status and Replacement of Personnel

- a) If at any time during the Term the Contractor is unable to provide the services of any person who was to perform the Work, it shall immediately advise the Partnership and provide a replacement person with similar qualifications and experience.
- b) The Partnership may reject any such replacement person and the Contractor shall immediately remove the person from the Work and shall secure a further replacement.

- c) The fact that the Partnership does not order the removal of a replacement person from the Work shall not relieve the Contractor from its responsibility to meet the requirements of the Agreement.

29. Subcontracting

- a) Unless otherwise provided in this Agreement, the Contractor shall obtain the consent of the Partnership in writing prior to subcontracting or permitting the subcontracting of any portion of the Work at any time. The Partnership shall not unreasonably withhold consent.
- b) The Contractor is not obliged to seek consent to subcontracts specifically authorized in this Agreement.
- c) Any consent to a subcontract shall not relieve the Contractor from its obligations under this Agreement or be construed as authorizing any liability on the part of the Partnership to a subcontractor.

30. Survival

All obligations of the Contractor shall expressly, or by their nature, survive expiry or termination of this Agreement until, and unless, they are fulfilled, or by their nature expire.

31. Termination Due to Default

- a) The Partnership may, by notice to the Contractor, terminate this Agreement if:
 - i. the Contractor becomes insolvent or commits an act of bankruptcy, makes an assignment for the benefit of creditors or takes the benefit of any statute relating to bankrupt or insolvent debtors, goes into receivership or bankruptcy, ceases to carry on business, or is wound up or dissolved;
 - ii. the Contract has made materially false or misleading representations or statements, or provided materially false or misleading information to the Partnership on any matter related to this Agreement, other than in good faith (the Contractor shall demonstrate good faith);
 - iii. the Contractor fails to perform or comply with any term, condition or obligation under this Agreement; or

- iv. in the opinion of the Partnership, the Contractor fails to proceed diligently with the Work so as to jeopardize performance of this Agreement in accordance with its terms.
- b) If the Partnership terminates this Agreement under sub-section a), the Partnership may arrange, upon such terms and conditions and in such manner as the Partnership deems appropriate, for the Work to be completed that was so terminated, and the Contractor shall be liable to the Partnership for any excess costs relating to the completion of the Work.
- c) Upon termination of this Agreement under sub-section a), the Partnership may require the Contractor to deliver and transfer title to the Partnership, in the manner and to the extent directed by the Partnership, any finished work that has not been delivered and accepted prior to such termination and any materials or work-in-process that the Contractor has specifically acquired or produced for the fulfillment of the Agreement. The Partnership shall pay the Contractor for all finished work delivered pursuant to such direction and accepted by the Partnership, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by this Agreement and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to the Partnership pursuant to such direction. The Partnership may withhold from the amounts due to the Contractor such sums as the Partnership determines to be necessary to protect the Partnership against excess costs for the completion of the Work. Such termination shall not impact the intellectual property rights available from Contractor under section 18 as in existence to the date of termination.
- d) The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under this Agreement, exceeds the Amount applicable to the Work or the particular part thereof.
- e) If, after the Partnership issues a notice of termination under subsection a), it is determined by the Partnership that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to the

section entitled "termination or Suspension Without Cause" and the rights and obligations of the Parties shall be governed by that section.

32. Termination or Suspension Without Cause

- a) The Partnership may, by giving notice to the Contractor, terminate or suspend the Work with respect to all or any part or parts of the Work not completed. The Contractor shall proceed to complete parts of the Work not affected by the termination notice. Additional notices for different parts of the Agreement may be given subsequently.
- b) All Work completed by the Contractor to the satisfaction of the Partnership based on the provisions of this Agreement before the giving of such notice shall be paid for by the Partnership in accordance with the provisions of this Agreement.
- c) All Work not completed by the Contractor to the satisfaction of the Partnership based on the provisions of this Agreement before the giving of such notice shall be paid for by the Partnership to the Contractor on the following terms:
 - i. the amount of any capital expenditures actually incurred only if they were specifically authorized under the Agreement or approved in writing by the Partnership for the purpose of the Agreement, less any depreciation in respect thereof already taken into account in determining cost, to the extent that the capital expenditures are properly apportionable to the performance of this Agreement;
 - ii. all costs of and incidental to the termination of this Agreement, including the cost of cancellation of obligations incurred by the Contractor with respect to the terminated Work or part thereof; but not including the cost of severance payments or damages to employees whose services are no longer required by reason of the termination.
- d) Payment and reimbursement under the provisions of this section shall be made only to the extent that it is established to the satisfaction of the Partnership that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the Work or the part thereof so terminated.

- e) The Contractor shall not be entitled to be reimbursed any amount which, taken together with any Amounts paid or becoming due to the Contractor under this Agreement, exceeds the Amount applicable to the Work or the particular part thereof.
- f) The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Partnership under the provisions of this section except as expressly provided therein.

33. Time of the Essence

- a) Time is of the essence of this Agreement.
- b) Any delay by the Contractor in performing the Contractor's obligations under this Agreement which is caused by an event beyond the control of the Contractor, and which could not have been foreseen and could not have been avoided by the Contractor by means reasonably available to the Contractor, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
- c) The Contractor shall give notice to the Partnership immediately after the occurrence of the event that causes the excusable delay. When requested to do so by the Partnership, the Contractor shall deliver a description in a form satisfactory to the Partnership, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Partnership of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay. Any additional costs caused by the delay shall be supported by the Contractor.
- d) Notwithstanding that the Contractor has complied with the requirements of this section, the Partnership may exercise any right of termination contained in the section entitled "Termination or Suspension Without Cause".

34. Waivers

The fact that the Partnership refrains from exercising a remedy or right that it is entitled to exercise under this Agreement shall not be considered to be a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right conferred on the Partnership shall not prevent it in any way from later exercising any other remedy or right under this Agreement or applicable law, unless the Partnership waives such remedy or right in writing.

35. Warranty

- a) Notwithstanding inspection and acceptance of the Work by or on behalf of the Partnership and without restricting any other provision of this Agreement or any condition, warranty or provision implied or imposed by law, the Contractor warrants that, for a period of 12 months from the date of delivery, or if acceptance takes place on a later date, the date of acceptance, the Work shall be free from all defects in design, materials or workmanship, and shall conform with the requirements of this Agreement, provided that with respect to property provided by the Partnership, the Contractor's warranty shall extend only to its proper incorporation into the Work. In addition, the Contractor has the obligation to respect any other warranty provided for by law.
- b) In the event of a defect or non-conformance in any part of the Work during the warranty period defined in subsection a) the Contractor, at the request of the Partnership to do so, shall as soon as possible repair, replace or otherwise make good at its own option and expense the part of the Work found to be defective or not in conformance with the requirements of this Agreement.

36. Counterparts

This Agreement may be signed in counterparts and each counterpart shall constitute an original document and all counterparts taken together shall constitute one and the same Agreement.

VERSION – February 2017