

The Corporation of the Council of Ministers of Education, Canada

Request for Proposals (Invitational)

Return completed Proposal by email to:
Andrée Myette
Council of Ministers of Education, Canada
95 St. Clair Avenue West, Suite 1106
Toronto, Ontario
M4V 1N6
a.myette@cmecc.ca

Issue date: **February 20, 2019**
Closing date: **March 11, 2019**
Closing time: **4:30 p.m. EST**

All proposals must be clearly marked with
**“Brand Audit and Strategy for Official
Language Programs”** and the closing date on
the face of the envelope.

Issued by: The Corporation of the Council of Ministers of Education, Canada (CCMEC)

**This section to be completed by the Proponent and
submitted with the completed Proposal**

In signing below, the Proponent certifies that the Proponent has read and understood and agrees to be bound by all the provisions of this RFP document.

Name: _____ Date: _____

Address: _____

City: _____ Province/territory: _____ Postal code: _____

Telephone: (____) _____ Fax: (____) _____

The following information will be used when CCMEC communicates with the Proponent, to the attention of the principal contact:

Name of Proponent's principal contact: _____

Title: _____

Signature: _____

Telephone: (____) _____ E-mail: _____

The Corporation of the Council of Ministers of Education, Canada

Request for Proposals

for

Brand Audit and Strategy for Official Language Programs

Invitational RFP

Issued: **February 20, 2019**

Proposal submission Deadline: March 11, 2019, 4:30 p.m. EST

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PART 1. INTRODUCTION

1.1 Invitation to Proponents and Background

1.1.1 This Request for Proposals (“RFP”) is an invitation from The Corporation of the Council of Ministers of Education, Canada (“CCMEC”), on behalf of the ministers of education (“Ministers”) of each Canadian province and territory (each a “Jurisdiction” and, collectively, the “Jurisdictions”) to prospective Proponents to submit Proposals for **Brand Audit and Strategy for Official Language Programs**.

1.1.2 CCMEC is the legal arm of the Council of Ministers of Education, Canada (“CMEC”).

1.2 Type of Agreement

1.2.1 The selected Proponent will be required to enter into a contract developed by CCMEC (an “Agreement”).

1.2.2 In addition to any other rights or remedies it may have in law or in equity, CCMEC shall have the right to rescind any Agreement entered into with a Proponent in connection with this RFP in the event that CCMEC, in its sole discretion, determines that a Proponent made a misrepresentation or submitted inaccurate or misleading information in its Proposal.

1.3 Timetable

The following table sets out the schedule of events and deadlines referred to in this RFP document (the “Timetable”). The Timetable is subject to change and amendment at the sole discretion of CCMEC.

Event	Date
Issuance of RFP	February 20, 2019
Deadline for submission of Proponents’ written questions	March 4, 2019
Deadline for submission of Proponents’ Proposals	March 11, 2019
Notification to Proponents selected for the shortlist	March 15, 2019
If required, interviews with shortlisted Proponents	March 18-19, 2019
Completion of evaluation of Proposals	March 21, 2019
Notification to selected Proponent	March 22, 2019

1.4 Proponents' Questions and Other Communications

Except as expressly provided herein, all communication, including all questions regarding this RFP, must be in writing and must be addressed to and sent by e-mail to the Project Officer, at a.myette@cmecc.ca, no later than **March 4, 2019, 4:30 p.m. EST**. Any questions submitted and the responses thereto may be shared by CCMEC with all Proponents on the CMEC Web site.¹ CCMEC is not responsible for, and assumes no liability for, the confidentiality of any of the questions submitted or responses provided.

1.5 Submission of Proposals

- 1.5.1 A Proponent shall submit one (1) electronic copy of their proposal, in either PDF (Adobe Acrobat) or MS Word format (preferred) by e-mail to Ms. Andrée Myette, at a.myette@cmecc.ca. The proposal should be formatted to print on letter-sized paper.
- 1.5.2 To be eligible for consideration under this RFP, Proposals are to be received by the Project Officer in the same manner as described in subsection 1.5.1, on or before **4:30 p.m. EST on March 11, 2019** ("Deadline"). For the purposes of determining if a Proposal has been submitted on time, the official time of receipt of a Proposal shall be determined by the clock used by the Project Officer to time- and date-stamp the Proposals. Proposals will be accepted on Business Days up to the Deadline. Extensions to the Deadline will not be allowed except at the sole discretion of CCMEC.
- 1.5.3 CCMEC will not accept or consider Proposals transmitted by facsimile or by any other means not provided for in this RFP.
- 1.5.4 Proposals received after the Deadline may or may not be opened, and may, at CCMEC's sole discretion, be returned to the Proponent, be destroyed, or be retained by CCMEC. Proposals that are incomplete will not be evaluated.
- 1.5.5 Proposals can be submitted either in English or in French. However, the successful Proponent must demonstrate capacity to work in both English and French.

1.6 Amendments to, or Withdrawals of, Proposals

- 1.6.1 A Proponent who submits a Proposal pursuant to this RFP may at any time before the Deadline amend or withdraw its Proposal, provided that any

¹ www.cmecc.ca

such amendment or withdrawal is received in writing by the Project Officer before the Deadline. An amended Proposal or a notice of withdrawal must be delivered to CCMEC in the same manner as described in subsection 1.5.1.

1.6.2 CCMEC will disregard any amendment or withdrawal received after the Deadline.

1.7 Proposal Irrevocable

Subject to the Proponent's right to withdraw a Proposal prior to the Deadline, Proposals shall be irrevocable by the Proponent and shall remain in effect and open for acceptance by CCMEC for four (4) months after the Deadline.

1.8 CCMEC's Right to Amend and/or Supplement RFP Prior to Deadline

1.8.1 Any amendments and/or supplements to this RFP shall be made only by way of addenda issued by the Project Officer, in writing, in the same manner in which this RFP was issued.

1.8.2 Any amendments and/or supplements to this RFP made in any other manner, including any oral or other written statement made by CCMEC, CMEC, the Project Officer, Members, or the respective employees, agents, consultants, or advisors of each shall not constitute an amendment or supplement to this RFP.

1.8.3 Any amendment and/or supplement issued prior to the Deadline shall be binding on each Proponent, and CCMEC has the right to assume that the information contained in the addenda has been taken into account by the Proponent in its Proposal.

1.8.4 The Proponent is solely responsible for ensuring that it has received all addenda, if any, issued pursuant to this section 1.8.

1.9 CCMEC's Right to Amend and/or Supplement RFP After Deadline

Notwithstanding sections 1.6 and 1.7, CCMEC reserves the right to amend and/or supplement this RFP after the Deadline, provided that, in such an event, the Proponent has the right to withdraw its Proposal, provided that such withdrawal is received in writing by the Project Officer no later than five (5) Business Days following the distribution to the Proponent of any such amendment and/or supplement.

PART 2. PROPOSAL REQUIREMENTS AND PRICING

2.1 Mandatory Proposal Requirements

2.1.1 A Proposal is to meet all mandatory requirements in this section, failing which, at the sole discretion of CCMEC, it may not be considered and evaluated. The mandatory requirements are as follows:

2.1.2 The Proposal:

- (a) conforms with the requested Proposal format and outline, as described in section 2.4 and in further detail in Appendix A;
- (b) must be received by the Deadline;
- (c) includes the Proponent's legal name and any other name under which it carries on business;
- (d) includes the Proponent's address and telephone and fax numbers;
- (e) states whether the Proponent is an individual, a sole proprietorship, a corporation, a partnership, a joint venture, an incorporated consortium, or a consortium that is a partnership or other legally recognized entity;
- (f) includes the name, telephone number, and e-mail address of the person who is the Proponent's principal contact;
- (g) includes the name of the person who will be managing the proposed Project if that person is different from the person identified in (f) above;
- (h) includes a completed Tax Compliance Declaration, provided in Appendix B;
- (i) includes three (3) references with respect to the Proponent and its key personnel:
 - (i) References must be from persons for whom the Proponent has successfully provided similar services and/or performed related work and must include a brief outline as to the nature of the services provided, the contract value and duration of contract;
 - (ii) The name, telephone number and e-mail address of a contact person for each reference provided must be included;

(iii) CCMEC may, at its sole discretion, confirm the Proponent's experience to provide the services described in its Proposal by checking the Proponent's references at any time during the evaluation process; and

(iv) CCMEC will not accept a Proposal from or enter into an Agreement with any Proponent whose references, in CCMEC's sole opinion, are found to be unsatisfactory;

(j) includes a Price Proposal as described in section 2.5.

2.2 Conflict of Interest

2.2.1 Submission of a Proposal or the performance of the Agreement by the Proponent must not involve any known actual and/or potential Conflicts of Interest. If any Conflicts of Interest are known to the Proponent, full details of such Conflicts of Interest must be set out in the Proposal [see Appendix A, subsection A.2 (m), for further instructions].

2.2.2 Proponents who, in the sole determination of CCMEC, are found to have a Conflict of Interest may be disqualified.

2.3 Deliverables

In addition to the mandatory Proposal requirements set out in section 2.1, the Proponent must also deliver the following as part of the Proposal (collectively the "Deliverables"):

(a) evidence satisfactory to CCMEC that the Proponent's financial viability, condition, and position are sufficient to complete the Project;

(b) a written description of up to three (3) comparable projects and/or services that the Proponent has previously delivered and/or is currently delivering, including an explanation of each project's results; and

(c) up to three (3) samples of the Proponent's previous related work.

2.4 Proposal Format and Outline

Proposals must adhere to the Proposal format and outline as described further in Appendix A.

2.5 Price Proposal

2.5.1 Proposals must contain a Price Proposal (“Price Proposal”) for the completion of the Project that provides a detailed estimate of expected compensation for all deliverables and tasks outlined in section A.2 this must specify all fees, costs, services, expenses, and taxes (“Price”), other than the federal Goods and Services Tax (“GST”) or the Harmonized Sales Tax (“HST”), which may be noted in addition to the Price in the Price Proposal.

2.5.2 Price Proposals must include a breakdown of the fees, costs, services, expenses, and taxes included in the Price.

CCMEC anticipates that the successful Proponent will not travel regularly to provincial/territorial jurisdictions within Canada. An estimate for travel and lodging expenses should be included in the Price Proposal should some travel be suggested for efficient delivery of service.

2.5.3 Costs pertaining to translation and/or interpretation should be outlined in the budget.

2.5.4 Proponents are required to submit their Price Proposals in Canadian dollars.

2.5.5 When preparing their Price Proposals, Proponents must bear in mind that CCMEC is a not-for-profit organization with a limited budget.

2.5.6 Price is only one of many variables that will be used to evaluate Proposals. As per section 7.1, CCMEC is not obliged to accept the lowest-priced Proposal or any Proposal at all.

2.6 Costs

2.6.1 The Proponent will bear any costs associated with, or incurred directly through, this RFP process, including, but not limited to, any costs arising out of or incurred through: (a) the preparation and submission of a Proposal or of any questions, addenda, and/or supplements to the RFP; and/or (b) interviews, negotiations, and/or other activities related to this RFP process.

2.6.2 For greater certainty, the Proponent will be responsible for all of its own out-of-pocket expenses, which it may incur in connection with the RFP and its Proposal.

PART 3. PROJECT OVERVIEW

3.1 General Information about CMEC and CCMEC

Council of Ministers of Education, Canada (CMEC)

The Council of Ministers of Education, Canada (CMEC), is an intergovernmental body founded in 1967 by ministers of education to serve as:

- (a) a forum to discuss policy issues;
- (b) a mechanism through which to undertake activities, projects, and initiatives in areas of mutual interest;
- (c) a means by which to consult and cooperate with national education organizations and the federal government; and
- (d) an instrument to represent the education interests of the provinces and territories internationally.

Among other undertakings, CMEC:

- represents provinces and territories on education-related international bodies and participates in their activities;
- contributes to the fulfilment of Canada's international treaty obligations relevant to education;
- provides a national clearing house and referral service to support the recognition and portability of educational and occupational qualifications;
- assesses the skills and competencies of Canadian students;
- develops and reports on education indicators;
- sponsors research in education-related statistics;
- administers Canada's national official-languages programs; and
- consults and acts on a variety of issues in early childhood learning and development and in elementary, secondary, and postsecondary education.

CMEC provides leadership in education at the pan-Canadian and international levels and contributes to the fulfillment of the constitutional responsibility for education conferred on the provinces and territories.

The Corporation of the Council of Ministers of Education, Canada (CCMEC)

The Corporation of the Council of Ministers of Education, Canada (CCMEC), is the corporate arm of CMEC and is the legal contracting authority for CMEC under this RFP and also for any Agreement that may be entered into pursuant to this RFP.

3.2 Project Background

CMEC is responsible for the coordination and administration of language learning programs and language exchange programs at the pan-Canadian level. Embedded in the *Official Languages Act* of 1969, these programs were created to encourage individuals to learn both of Canada's official languages and to discover the rich cultures associated with them.

The Government of Canada, through Canadian Heritage, provides funding for these programs, and the provinces and territories are responsible for their administration. Please refer to Appendix C for the description of these programs.

Since their inception in the 1970s, the programs known as Explore, Destination Clic, and Odyssey have seen their popularity and the number of registrations increase year after year. The programs have been promoted through the distribution of brochures, leaflets, and posters throughout educational institutions across Canada.

In recent years, such promotion strategies have expanded to include on-line marketing through blogging, e-mail marketing, social media, Web sites, forums, and videos. Promotion agents in provinces and territories also use rolls-ups, tablecloths, swag items, teasers, and various branded corporate materials to promote the three official languages programs during their visits to schools, colleges, universities, and other institutions, as well as events like fairs, in their assigned regions.

Recently, CMEC has seen a shift in demand for official languages programs. Fewer candidates are submitting applications across Canada, and the percentage of eligible candidates refusing a program bursary or opting out of the program has increased. As a result, CMEC is not meeting its annual program quotas.

CMEC wants to evaluate its current promotion strategy and modernize the official languages programs' brand identities to align with their audience's needs and with public expectations.

The target audience for each program has remained the same since the programs' inception. However, the interests, habits, and consumer behaviours of this audience have evolved. At the same time, technology has changed the nature of







marketing to allow real-time conversations between brands and customers, connecting digitally with audiences and focusing on engagement.

The official languages programs need to modernize their brand to effectively reach their different target audiences and maximize participant registration and retention. For that reason, CMEC wants to refresh their brand, developing a highly effective, cost-efficient, up-to-date, versatile, and interactive brand identities that will remain viable for a minimum of five years.

Evolution of the brand identities

In 2004, after an extensive analysis of all three programs, their names and visuals were changed. The programs’ visuals, logos, tag lines, and use of colour were changed again in 2009 in order to update them and to help ensure the programs’ continued success and their competitiveness with many other exchange programs in Canada.

At that time, marketing experts recommended that the logo design of the three programs be similar in nature, to demonstrate the connections between them. Branding criteria included that visuals integrate provincial and territorial visuals and/or symbols and that they be easy to photocopy.

	2004 rebranding	2009 rebranding
Explore	Learn French ... and adventure! 	Live the Canadian experience! 
Destination Clic	Voyage, découvertes, et enrichissement du français ... ça clique! 	Live the Canadian experience! 
Odyssey	An experience you own! 	Live the Canadian experience! 

In 2013, CMEC redesigned the Web sites for the official languages programs using the 2009 branding.

Currently, CMEC is looking for a Proponent to evaluate current public outreach and promotional efforts related to its official languages programs, as well as the programs' brand identities, and to make recommendations for improvement.

It has been ten years since the visuals were updated and refreshed. Anecdotal evidence indicates the following:

- The three programs often get confused because the brand identities—specifically, their visuals and tag lines—are too similar.
- The tag lines should be different from one another and convey what the programs are about, and the visuals should reflect the reason why youth participate in the programs.
- Printed material and roll-ups are too busy and carry too much non-essential information.
- Printed materials lack a focus point that attracts attention.
- Numbers of participants have been in decline over the past few years, and a program rebrand, along with new program initiatives (expanded age criteria, changes to eligibility, increased funding, and new program objectives) could help renew demand.
- Current messaging may be an underlying cause of early participant withdrawals.
- New technology is available, and new promotional material could have adaptable elements that could be used different ways with this technology.

Furthermore, CMEC is aware that the current brand identities of these programs have not been adapted to meet the needs and interest of their respective target audiences, including Generation Z, a cohort that does not demonstrate the same consumer behaviours as earlier generations.

Project deliverables

The Project will consist of the following deliverables:

1. An initial meeting or call with CMEC's project team to discuss desired outcomes and methodology
2. Consultations with internal stakeholders and external audiences, using multiple methods of communication, in keeping with budget restraints
3. Periodic progress reports by teleconference or videoconference
4. A final report in both official languages, to be delivered in both written and presentation-based format, that will cover:

- (a) results from the audit of the current brand identities, and
 - (b) recommendations to support brand strategy and development (Phase 2). These recommendations should be prioritized, to allow CMEC to determine next steps based on key priorities and available funds
5. Result findings and recommendations presentation(s) to internal stakeholders in May

3.3 Objectives of Work to Be Done

CMEC is looking for a Proponent to help evaluate current public outreach and promotional efforts related to its official languages programs, including their brand identities, and to make recommendations for improvement with respect to brand strategy and brand development.

The **ultimate goals for rebranding** are to **increase annually** the number of candidates:

- registering in each official language program; and
- remaining until program completion (retention).

The brand audit is a first step of an implementation plan, which will include brand strategy and development.

The audit results will help CMEC gain insight into the current brand identities and promotional efforts of its official languages programs. The information gathered during this phase of the project will inform development of a brand strategy framework and creative development. The recommendations provided will also help CMEC:

- determine opportunities and outline aspirational goals for short-term and long-term program growth and brand investment;
- create distinct and unique branding identities for the Explore, Destination Clic, and Odyssey programs, as well as for the new program Explore (ages 13 to 15), that will attract and retain participants. The brand needs to be adaptable, to allow for marketing applications in various media;
- effectively and successfully reach different target audiences across all age groups under the umbrella of the official languages programs;

- improve brand awareness among target audiences and stakeholder organizations, and in the general public; and
- provide a brand strategy and develop a marketing plan including the building blocks that can be used to produce future promotional tools.

PART 4. REQUIREMENTS FOR THE WORK TO BE DONE

4.1 General Information (Description of Requested Work)

At this time, CMEC requires the services of an experienced Proponent who will lead this project. CMEC envisions two phases to this effort.

Phase 1

1. Survey internal and external stakeholders to determine their perceptions of the official languages programs' brand identities: Explore, Destination Clic, and Odyssey. To get balanced results from all audiences, the survey may require multiple methods of communication, including e-mail, on-line, phone, and/or individual interviews (by videoconferencing).
2. Audit CMEC's current promotional efforts for the umbrella of the official languages programs, including print materials, Web sites, social media, in-person outreach activities, and other elements, as suggested by the Proponent. Look at what messages are being sent, and how effective they are across all age groups.
3. Develop recommendations for improving each program's brand identity and a plan for developing consistent materials and their implementation. These recommendations should include:
 - (a) recommendations that can be implemented in-house to improve existing promotions materials and methods, in keeping with staffing availability; and
 - (b) prioritized recommendations for Phase 2.

Phase 2

1. Develop brand strategies, including brand purpose for the official languages programs, with attention to target audiences, competitive positioning, distribution channels, and key messaging.
2. Develop a marketing and communication plan that addresses the needs of the target audience. Elements of the plan may include the creation of, or improvements to, taglines, style guides, social media campaigns, on-line marketing, videos, toolkits, and other collateral materials, as determined in Phase 1.
3. Recommend tactics to effectively increase participant registration and retention as well as to support audience engagement.
4. Develop training materials and provide training on how to use the brand consistently and effectively.

The following elements of CMEC’s official languages programs’ brand are not changeable:

The names and logos of the official languages programs—Odyssey, Explore, and Destination Clic.

4.2 Tasks

The Project (“Project”) consists of the following steps and tasks. The successful Proponent will be expected to:

- (a) participate in an initial meeting with the project team and members of the Coordinators Sub-Committee (official languages programs) to discuss desired outcomes and methodology;
- (b) conduct research, as applicable, to collect data from a wide range of credible and validated sources;
- (c) conduct consultations with numerous stakeholder groups (CMEC, program coordinators, program directors, credited institutions, target audiences, etc.) to determine their perceptions, attitudes, expectations, and needs with respect to the official languages programs’ brand;
- (d) present periodic progress reports to inform the project team about potential challenges and opportunities as well as progress made regarding the audit;

- (e) prepare a final report in consultation with CMEC, to be delivered in both written and presentation-based format, that will cover results from the audit of the current brand of the official languages programs;
- (f) propose various recommendations to support brand strategy and brand development (Phase 2). These recommendations should be prioritized to allow CMEC to determine next steps based on key priorities and available funds; and
- (g) present the results and recommendations to the CMEC official languages programs team and Coordinators Sub-Committee (official languages programs) for information and discussion.

4.3 Scope of the Work

The scope of the Project is as follows:

Conduct a brand audit to evaluate the effectiveness of existing promotional strategies and their impact on stakeholder knowledge, perceptions, and attitudes about CMEC's official languages programs, as well as on participant registration and retention.

Both quantitative and qualitative research strategies will be used to conduct the audit. The Proponent will:

- (a) conduct a comprehensive internal audit of the official languages programs, including a situational analysis and environmental scan to define additional context;
- (b) review current marketing practices and compare them with best practices in reaching target audiences, and examine underlying motivators to increase both registration and retention success;
- (c) perform a competitive analysis of similar exchange and learning programs to identify strengths and weaknesses with respect to brands, services, bursaries, target audiences, and promotion practices;
- (d) conduct consultations with current audiences to record their perceptions, attitudes, observations, and expectations regarding the programs, and with potential target audiences to identify their awareness, perceptions, attitudes, and needs with respect to the programs;
- (e) provide a synopsis of current and future trends and their potential impacts on the official languages programs' registration and retention.

The findings and the analysis from the brand audit will be outlined in a report that will also provide recommendations for brand strategy and brand development (Phase 2). The Proponent may also recommend standards for the official languages programs.

Questions that should be considered include, but are not limited to, the following:

- (a) What do research literature, trends, and best practices tell us about factors that contribute to the success of exchange programs and/or learning programs across Canada?
- (b) How does the current official languages programs' brand come to life across the provinces and territories? Across a broad spectrum of audiences? Across a broad range of media?
- (c) What are the official languages programs known for?
- (d) How do program participants experience the current brand?
- (e) What principles should shape and support the programs' brand vision over the next five years?
- (f) How can CMEC help stakeholders successfully transition from the old brand identities, promoted since 2009, to the new?

PART 5. GOVERNANCE AND PROCESS

5.1 Project Officer

The work will be managed by CMEC'S appointed Project Officer within the Official Languages Unit. With the direction of the Coordinators Sub-Committee (official languages programs), the Project Officer will monitor the work done by the Proponent and will provide the Proponent with the necessary guidance, instructions, background, and source materials required to undertake the work.

5.2 Staffing

- 5.2.1 CCMEC and the Proponent shall each dedicate personnel to the Project.
- 5.2.2 Any personnel changes by the Proponent must be approved by the Project Officer on behalf of CCMEC.
- 5.2.3 CCMEC reserves the right to reject personnel changes that it believes, acting reasonably, will jeopardize the timely completion of the Project

and/or affect the reputation and/or goodwill of CCMEC and/or any of its Members.

PART 6. EVALUATION OF PROPOSALS

6.1 Evaluation Committee

6.1.1 An Evaluation Committee (EC) (“Evaluation Committee”) selected by CCMEC will be responsible for evaluating Proposals and, subject to the general rights of CCMEC as set out in section 7.1 for selecting a successful Proposal, if any.

6.1.2 The EC may consist of senior officials and/or designates from ministries and departments of education from the Jurisdictions, as well as staff from the CMEC Secretariat, all of whom have knowledge of CMEC’s operations.

6.2 Evaluation Process and Selection of Proposal

6.2.1 The EC will review and select a Proposal on behalf of CMEC. At the time of evaluation, the EC will establish a shortlist of Proponents, if any, for interviews. The EC will evaluate Proposals based on the following criteria:

- (a) compliance with mandatory requirements as set out in section 2.1;
- (b) assessment of Deliverables as set out in section 2.3;
- (c) the quality a 15–30-minute presentation that Proponents selected for an interview will make, as well as the quality of answers to questions related to the criteria outlined in Appendix A, section A.2;
- (d) the Price Proposal as set out in section 2.5;
- (e) compliance with Proposal format and outline as set out in section 2.4 and in Appendix A; and
- (f) previous work that the Proponent has done.

6.2.2 At the time of evaluation, the EC will attribute scores to the criteria set out in subsection 6.2.1 above in order to rank Proposals and to select a successful Proposal, if any.

6.2.3 For greater certainty, the selection of a Proposal by the EC will be carried out entirely at the EC’s sole discretion and will be based on the EC’s assessment of the criteria set out in subsection 6.2.1 above.

PART 7. GENERAL LEGAL MATTERS

7.1. General Rights of CCMEC

7.1.1 CCMEC may, at its sole discretion:

- (a) reject any or all of the Proposals;
- (b) accept any Proposal;
- (c) elect, if only one (1) Proposal is received, to accept or reject it or enter into negotiations with the Proponent;
- (d) elect to indefinitely delay the RFP at any time;
- (e) alter the Timetable, the RFP, or any other aspect of the RFP before or after the Deadline; and
- (f) cancel this RFP at any time and subsequently advertise or call for new Proposals for the same subject matter as this RFP document, from the same or different Proponents or from invited Proponents.

7.1.2 For greater certainty, CCMEC is not required to select the Proponent with the lowest Price Proposal.

7.2 CCMEC Liability for Proponent's Costs

Neither CCMEC, CMEC, Members, nor their respective directors and/or officers shall be liable for any expense, cost, loss, and/or damage incurred and/or suffered by any Proponent and/or any person connected with a Proponent as a result of any action taken and/or any omission by CCMEC in accordance with section 7.1.

7.3 Applicable Law and Attornment

7.3.1 This RFP shall be governed and construed in accordance with the laws of the Province of Ontario and the applicable laws of Canada.

7.3.2 The Proponent agrees that:

- (a) any action and/or proceeding relating to this RFP shall be brought in any court of competent jurisdiction in the Province of Ontario, and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court;
- (b) it irrevocably waives any right to and shall not oppose any Ontario action on the Evaluation Committee and/or proceeding relating to the RFP on any jurisdictional basis, including *forum non conveniens*; and

- (c) it shall not oppose the enforcement against them, in any other jurisdiction, of any judgment or order duly obtained from an Ontario court as contemplated by this Section 7.3 of this RFP.

7.4 Limitation of Liability

- 7.4.1 Notwithstanding anything herein to the contrary, neither CCMEC, CMEC, its Members, the Evaluation Committee, nor any of their related entities, directors, officers, and/or employees shall be liable to the Proponent for any indirect, incidental, punitive, and/or consequential damages, and/or for loss of profit and/or revenue, suffered by the Proponent arising out of, and/or in connection with, this RFP, whether or not the Proponent was advised of the possibility of such damage and whether based in breach of contract or warranty (including fundamental breach and breach of a fundamental term), tort (including negligence), misrepresentation, indemnity, and/or any other theory at law or equity.
- 7.4.2 To the extent permitted by Applicable Law, the total aggregate liability of CCMEC, CMEC, its Members, the Evaluation Committee, and any of their related entities, directors, officers, and/or employees to the Proponent for any and all Claims made against it under and/or in connection with this RFP shall not exceed the Proponent's reasonable costs for the preparation of the Proposal, up to a maximum of \$1,000.

7.5 Ownership of Proposals

Proposals submitted and all attendant documents, including any intellectual property embedded therein, become the exclusive property of CCMEC and, unless CCMEC determines at its sole discretion to do so, will not be returned to the Proponent.

7.6 Intellectual Property

CCMEC will acquire ownership of the project deliverables as described in section 3.2, which, for greater certainty, also includes all conclusions thereof and any intellectual property rights therein. The selected Proponent will forthwith upon request assign all copyright to CCMEC and will be required to waive its moral rights in relation to the project deliverables and any product developed pursuant to the Agreement.

7.7 Goods and Services Tax/Harmonized Sales Tax

The provision of services under the Agreement is subject to all applicable GST and HST laws.

7.8 Confidential Information

7.8.1 The Proponent agrees that all Confidential Information:

- (a) shall remain the sole property of CCMEC and its Members, as applicable, and the Proponent shall treat it as confidential;
- (b) shall not be used by the Proponent for any purpose other than developing and submitting a Proposal in response to this RFP and/or performing any subsequent agreement relating to the Project, as applicable;
- (c) shall not be disclosed by the Proponent to any person who is not involved in the Proponent's preparation of its Proposal, the negotiation of the Agreement, and/or the performance of any subsequent agreement relating to the Project, without the prior written consent of CCMEC;
- (d) shall not be used in any way detrimental to CCMEC; and
- (e) if requested by CCMEC, shall be returned by the Proponent to CCMEC no later than five (5) calendar days after that request.

7.8.2 The Proponent shall be responsible for any breach of the provisions of this section 7.8 by any person to whom it discloses the Confidential Information, including, for greater clarity, the Proponent's employees and representatives. The Proponent shall indemnify each of CCMEC, CMEC, its Members, and/or each of their respective directors, officers, consultants, employees, agents, and representatives, and save each of them fully harmless from and against any and all loss, cost, damage, expense, fine, suit, claim, penalty, demand, action, obligation, and/or liability of any kind or nature (including, without limitation, professional fees on a full indemnity basis) suffered and/or incurred by any of them arising as a result of and/or in connection with any breach of any of the provisions of this section 7.8 by the Proponent and/or by any person to whom the Proponent has disclosed the Confidential Information.

7.8.3 The Proponent acknowledges and agrees that a breach of the provisions of this section 7.8 would cause CCMEC, its Members, and their related entities to suffer loss that could not be adequately compensated by damages and that CCMEC, its Members, and/or any of their related entities may, in addition to any other remedy or relief, enforce any of the provisions of this section 7.8 upon application to a court of competent jurisdiction, without

proof of actual damage to CCMEC, its Members, and/or any of their related entities.

7.8.4 Notwithstanding anything else to the contrary in this RFP, the provisions of this section 7.8 shall survive any cancellation of this RFP process or the conclusion of the RFP process and, for greater clarity, shall be legally binding on all Proponents who receive a copy of this RFP, whether or not they submit a Proposal.

7.8.5 The confidentiality obligations of the Proponent shall not apply to any information that falls within the following exceptions:

- (a) information that is lawfully in the public domain at the time of first disclosure to the Proponent or that, after disclosure to the Proponent, becomes part of the public domain, other than by a breach of the Proponent's confidentiality obligations or by any act or fault of the Proponent;
- (b) information that was lawfully in the Proponent's possession prior to its disclosure to the Proponent by CCMEC, provided that it was not acquired by the Proponent under an obligation of confidence; or
- (c) information that was lawfully obtained by the Proponent from a third party without restriction of disclosure, provided that such third party was at the time of disclosure under no obligation of confidence or secrecy with respect to such information.

7.9 Assignment of RFP by CCMEC

The provisions of this RFP shall ensure to the benefit of CCMEC and the other CMEC parties and their respective successors and assigns. The Proponent acknowledges to the CCMEC parties their direct rights under sections 7.2, 7.4, and 7.8. To the extent required by law to give full effect to these rights, CCMEC and the Proponent acknowledge and agree that CCMEC is acting as agent and/or as trustee of the CCMEC parties.

7.10 Assignment of Proposals

Proposals may not be assigned by Proponents.

PART 8. INTERPRETATION AND DEFINITIONS

8.1 Number and Gender

In this RFP, words in the singular include the plural and vice versa, and words in one gender include both genders.

8.2 Headings

The division of this RFP into parts, sections, and subsections, as well as the insertion of headings, are for convenience of reference only and shall not affect the construction or interpretation of this RFP. The part, section, and subsection headings in this RFP are not intended to be full or accurate descriptions of the text to which they refer and shall not be considered part of the RFP.

8.3 Definitions

As used in the RFP or as same may be amended:

“Agreement” is defined in subsection 1.2.1;

“Applicable Law” means the laws of the Province of Ontario and the applicable laws of Canada;

“Business Days” means Monday to Friday, 8:30 a.m. to 4:30 p.m., Eastern Time, exclusive of statutory holidays in the Province of Ontario, unless otherwise expressly set out in this RFP;

“CCMEC” is defined in section 1.1;

“CMEC” is defined in subsection 1.1.2;

“CMEC Secretariat” means the permanent administrative body located in Toronto, Ontario, that supports the work of CMEC;

“Claims” means all actions, causes of action, suits, proceedings, debts, accounts, bonds, covenants, contracts, claims, liabilities, damages, grievances, executions, judgments, and demands of any kind whatsoever, both in law and in equity, whether implied or expressed;

“Confidential Information” means all material, data, information, or any item in any form, whether oral or written, including in electronic or hard-copy format, supplied by, obtained from, or otherwise provided by CCMEC, CMEC, its Members, Ministers, and in connection with the RFP and/or the Project, whether supplied, obtained, or provided before, during, or after the RFP process.

“Conflict of Interest” means:

- (a) an unfair advantage over other Proponents during the procurement process, thereby rendering the process non-competitive and unfair (e.g., Proponent has Confidential Information not available to other Proponents);
- (b) activities, relationships, and/or contracts that render the Proponent unable or potentially unable to perform the duties and obligations required of the Proponent if awarded the Agreement; and/or
- (c) activities, relationships, and/or contracts that impair or potentially impair the Proponent's judgment and/or impartiality in performing the Proponent's duties and obligations under the Agreement;

"Deadline" is defined in subsection 1.5.2;

"Deliverables" is defined in section 2.3;

"Evaluation Committee" (EC) is defined in section 6.1;

"GST" is defined in subsection 2.5.1;

"HST" is defined in subsection 2.5.1;

"Jurisdiction(s)" is defined in subsection 1.1.1;

"Members" means CMEC's member organizations from the Jurisdictions;

"Ministers" is defined in subsection 1.1.1;

"Price" is defined in subsection 2.5.1;

"Price Proposal" is defined in subsection 2.5.1;

"Project" is defined in section 4.2;

"Project Officer" means **Special Projects Officer, Andrée Myette**, whose contact information is as follows:

Council of Ministers of Education, Canada (CMEC)
Attention: **Ms. Andrée Myette**
95 St. Clair Avenue West, Suite 1106
Toronto, Ontario
M4V 1N6
Fax: 416-962-2800
E-mail: a.myette@cmecc.ca

"Proponent" means an individual, a sole proprietorship, a corporation, a partnership, a joint venture, an incorporated consortium, or a consortium that is a

partnership or other legally recognized entity that proposes to carry out the undertaking contemplated by this RFP by submitting a Proposal;

“Proposal” means a submission provided to CCMEC by a Proponent in response to this RFP;

“RFP” is defined in subsection 1.1.1;

“Services” means the completion of the Project at the direction of CCMEC; and

“Timetable” is defined in section 1.3.

APPENDIX A — PROPOSAL FORMAT AND OUTLINE

A.1 Proposal Format Instructions

This section describes the format in which the Proponent must prepare the Proposal. If the Proponent does not format the Proposal in this manner, the Proposal, at CCMEC's sole discretion, may be rejected.

The Proposal must:

- (a) must be submitted by the appropriate date and time;
- (b) be prepared in 12-point Times New Roman or 12-point Calibri font;
- (c) include an index that lists all appendices to the Proposal, since appendices are part of the Proposal;
- (d) be page-numbered; and
- (e) provide information in accordance with the instructions in section A.2 below.

A.2 Proposal Outline Instructions

The Proposal must follow the outline below:

(a) Cover Page and Index

The cover page will provide:

- (i) the name, address, telephone number, and e-mail address of the Proponent;
- (ii) the RFP title; and
- (iii) the name(s) of principal contact(s).

(b) Section 1 — Executive Summary (in both English and French)

The executive summary must provide a brief description of the Project, including:

- (i) goals;
- (ii) scope of work;
- (iii) the Project's value to policy and/or practice;
- (iv) proposed methodology;

- (v) the names and qualifications of the Proponent and enlisted personnel;
- (vi) deliverables; and
- (vii) the total budget.

(c) Section 2 — Introduction and Background (maximum length: 1–3 pages)

This section must set out information necessary to satisfy the mandatory Proposal requirements contained in subsection 2.1.2, subparagraphs (b) through (g). In addition, this section must provide:

- the length in time in business;
- how the Proponent ensure services is not affected by distance should its office be located outside of Toronto;
- the Proponent’s creative and innovative edge;
- how project-management expertise is integrated into the Proponent’s services, including:
 - resource management, including human and fiscal;
 - leading a team of professionals;
 - setting and adhering to a work schedule;
 - assuming direct responsibility for the activities of all project participants, tasks, and deliverables;
 - risk management; and
- whether the Proponent intends at any time during the term of an Agreement arising out of this RFP to use the services of another entity in connection with the management of the services to be provided pursuant to such an Agreement.

(d) Section 3 — Proponent’s Experience (maximum length: 4 pages)

This section must include:

- (i) evidence outlining the Proponent’s expertise in managing large-scale projects comparable to that which is required in this Project, including:
 - experience in projects that are pan-Canadian in scope;
 - ability to carry out large-scale consultations and studies using various communication methods;
 - ability to respond to and articulate the language demands of the project;
 - experience leading youth-targeted projects;
 - experience working in the field of education.

- (ii) evidence outlining the Proponent's technical expertise in managing and/or conducting market research and brand audits, as required in this Project, including:
- ability to access and review documentation and research material in French and English to gain insight into our current brand identities;
 - ability to review and analyze existing marketing and promotion materials and strategies as well as policies and practices;
 - ability to conduct environmental scans and competitive analysis;
 - experience in developing web-based assessment tools for collecting quantitative and qualitative data;
 - experience leading focus groups, one-on-one interviews, and other forms of information gathering;
 - experience making oral presentations;
 - experience producing written reports.

- (iii) evidence outlining the Proponent's experience in developing and implementing integrated and effective brand strategy and appropriate marketing plans that take into consideration in-house promotional activities, resources, and capacity to implement the plan, including:
- a proven track record in reaching communication targets (e.g., increased registrations, on-line presence and engagement, sales, etc.);
 - experience developing and implementing successful on-line marketing and social media campaigns;
 - experience recommending process changes that can be implemented in-house to improve and facilitate existing internal and external communication, consistent with staffing availability.

(e) **Section 4 — Qualifications of Enlisted Personnel** (maximum length: 8 pages)

- (i) The Proponent must provide detailed descriptions of the knowledge, skills, and expertise of the personnel nominated for the Project.

- (ii) The Proponent must describe the roles and responsibilities of the Proponent and any of its agents, employees, and subcontractors who will be involved in the Project, together with the identity of those who will be performing such roles, their experience in working as a team, and their relevant respective expertise.
- (iii) The Proposal must identify a lead contact for this Project who will assume day-to-day responsibilities for assigning tasks and resources to complete the Project successfully within the targeted timelines for completion. The lead contact will identify, develop, and execute specific tasks; monitor Project priorities, work plans, schedules, issues, and deliverables; and report to CCMEC.
- (iv) The Proponent must complete one table, as set out below, for each member of its proposed team. Please note that team members' merits will be assessed collectively. Tables must be included directly in this section.

	Response Parameters
Name	
Role in Project	
Daily rate	Canadian dollars per eight-hour day
Commitment to Project	Full-time, part-time, as required for specific tasks
Experience for role in Project	
Employment status with Proponent	Full-time, part-time, hired for Project, subcontractor
Primary language	French, English
Secondary language	French, English, N/A
Ability in secondary language	Conversational, written, or conversational and written
Formal education	Applicable diplomas and degrees and institution(s) where earned
Qualifications	Applicable certifications (not memberships) and institution(s) where earned

(f) **Section 5 — Implementation Plan** (maximum length: 5 pages)

Proponents must include a work plan directly in this section. The plan should include the following:

- (i) proposed methodology, including a progress report process and methods for responding appropriately to all aspects of Phase 1 and Phase 2;
- (ii) detailed work plan setting out the anticipated steps required to achieve the deliverables and the specific elements of the Project, including an indication as to who will perform which elements and when these will be completed;
- (iii) outline of any perceived challenges and/or risks inherent in the proposed methodologies and/or knowledge-mobilization strategies;
- (iv) expected timing of deliverables and periodic progress reports or scheduled meetings to review progress.

Clarity of the proposal, inclusion of all stages in the planning of the project, and compliance with planned time frame will be evaluated.

(g) **Section 6 — Additional Value-Added Services** (maximum length: 2 pages)

Proposals must describe any added value and/or competitive advantage brought by the Proponent and must explain how this supports the objectives of the Project. Any other services, support, and/or additional information that the Proponent would like CCMEC to consider when evaluating its Proposal must be set out in this section.

(h) **Section 7 — Price Proposal** (maximum length: 1 page)

In conformity with section 2.5, the Proponent must provide the total Price for completion of the Project.

(i) **Appendix A — Tax Compliance Declaration**

In conformity with subsection 2.1.2, subparagraph (h), the Proponent shall append as Appendix A to the Proposal a signed copy of the Tax Compliance Declaration, provided in Appendix B to this RFP document.

(j) **Appendix B — References**

In conformity with subsection 2.1.2, subparagraph (i), the Proponent shall append as Appendix B to the Proposal three (3) references.

(k) **Appendix C — Evidence of Financial Condition**

In conformity with section 2.3, subparagraph (a), the Proponent shall append as Appendix C to the Proposal evidence satisfactory to CCMEC that it is financially capable of providing the Services for the proposed duration of the Project.

(l) **Appendix D — Work Samples**

In conformity with section 2.3, subparagraph (c), the Proponent shall append as Appendix D to the Proposal up to three (3) samples of related work.

(m) **Appendix E — Explanation of Conflict of Interest** (if necessary)

Further to section 2.2, if a Proponent has a Conflict of Interest, the Proponent must set out the details of such Conflict of Interest in Appendix E to the Proposal.

APPENDIX B — TAX COMPLIANCE DECLARATION

The Corporation of the Council of Ministers of Education, Canada (“CCMEC”)

Request for Proposals for “Brand Audit and Strategy for Official Languages Programs”

Tax Compliance Declaration

The Proponent hereby certifies that, at the time of submitting its Proposal, the Proponent is in compliance with all Canadian federal and provincial/territorial tax statutes and that, in particular, all returns required to be filed under such federal and provincial/territorial tax statutes have been filed and all taxes due and payable under such statutes have been paid or satisfactory arrangements for their payment have been made and maintained.

Dated at _____ this _____ day of _____, 2019.

Proponent: _____

Per: _____
(Authorized signing officer)

Print name: _____

APPENDIX C — CMEC OFFICIAL LANGUAGES PROGRAMS DESCRIPTION

Language learning programs

CMEC offers bursary programs that provide students with an opportunity to study outside of their home region and meet others who are engaged in improving their first- or second-language capacity. Bursaries to cover the costs of programs are paid directly to the institution in which the student is enrolled.

Explore

- established in 1971
- formerly called the Summer Language Bursary Program (SLBP)
- a five-week intensive language-immersion bursary program
- French as a second language across Canada other than Quebec or English as a second language in Quebec or New Brunswick
- target audience: French and English second-language learners, ages 16 years and up, wanting to improve their language skills
- offered through established universities and colleges, accredited by their respective ministry or department of education
- goal: to help participants improve their language skills outside of their province or territory while engaging in an authentic second-language environment
- Web site: <https://www.myexplore.ca/en/>

In 2018, about 6,444 bursaries were awarded to students throughout Canada, 4,087 in French sessions and 2,357 in English, throughout 38 accredited Explore institutions.

Explore (ages 13 to 15) (NEW)

- new—will be launched in summer 2019
- a three-week intensive language-immersion bursary program
- French as a second language across Canada other than Quebec or English as a second language in Quebec or New Brunswick
- target audience: French and English second-language learners, ages 13 to 15, of any skill level, wanting to improve their language skills
- offered through established universities and colleges, accredited by their respective ministry or department of education
- goal: to help youth improve their language skills while engaging in an authentic second-language environment
- Web site: https://www.myexplore.ca/en/page/?description_1315

In 2019, Explore (for ages 13 to 15) sessions will be offered by three accredited institutions in Quebec and New Brunswick.

Destination Clic

- established in 1977
- formerly the Programme de bourses d'été pour francophones hors Québec (PBEFHQ)
- a three-week intensive French-as-a-first-language bursary program
- target audience: francophone students in Grades 8 and 9 who attend a French-as-a-first-language school and live outside Quebec
- offered through established universities and colleges, accredited by their respective ministry or department of education
- goal: to help participants enhance their first language and learn more about the cultures of French-speaking communities
- Web site: <https://www.destinationclic.ca/en/>

In 2018, 244 bursaries were awarded to students registered in any of four accredited Destination Clic sessions offered at Université du Québec à Trois-Rivières (Quebec), Université de Moncton (New Brunswick), the University of Ottawa, and Université Western (Rimouski).

Odyssey

- established in 1973
- has welcomed over 35,000 participants since its inception
- as language assistants, participants receive \$18,500 for nine months working 25 hours a week during the school year (from September to May)
- target audience: young adults, ages 17 years and up, with solid English-language or French-language skills, both oral and written, wanting to travel to another part of the country where they serve as language assistants
- placements in English- or French-as-a-second-language educational institutions as well as French-as-first-language institutions in regions where francophones are in the minority
- offered in elementary or secondary schools or cégeps
- goal: to allow participants to bring their first language to life and make it culturally vibrant for second-language students who interact with speakers of the official language being taught
- Web site: <https://www.myodyssey.ca/en/>

The Odyssey program, in which language assistants are assigned to elementary, secondary, and postsecondary institutions in another region of the country, provides students with the opportunity to interact with a native speaker using their second language in daily life, and to increase their understanding of the culture associated with that language. Over 350 language assistants positions were made available in schools across Canada in 2018.

APPENDIX D – FORM OF AGREEMENT

Corporation of the Council of Ministers of Education, Canada	Corporation du Conseil des ministres de l'Éducation, Canada
--	---

[DATE]

[NAME OF FIRM]

[ADDRESS]

[CITY], [PROVINCE/TERRITORY]

[POSTAL CODE]

Attention: [NAME, TITLE]

Dear Sir/Madam,

This will confirm that the Corporation of the Council of Ministers of Education, Canada (the "Corporation"), wishes to engage [FULL LEGAL NAME OF FIRM] (the "Firm") to provide the services described below (the "Services") on the terms and conditions set out below (the "Agreement").

ARTICLE 1 – SCOPE OF SERVICES

CHOOSE PARAGRAPH A OR B

A The Services to be provided are as follows:

- [DESCRIPTION OF THE SERVICES]

B The Services to be provided are outlined in Appendix [NUMBER], which forms an integral part of this Agreement.

The provision of the Services must be completed no later than [DATE] (the "Completion Date"), unless a change is mutually agreed to, and this Agreement amended, by both parties in writing and in accordance with Article 18 of this Agreement.

[NAME] will be the Secretariat officer responsible for this contract, and all work assignments and scheduling will be handled through [HER/HIS] office. With respect to the performance of the Services, the Firm agrees that it will report its progress to and obtain directions from [NAME], as needed.

ARTICLE 2 – PRICE AND PAYMENT

CHOOSE PARAGRAPH A OR B

A It is anticipated that provision of the Services during this time period will require [NUMBER] [DAYS/HOURS] of work, for which the Corporation will pay the Firm \$[DOLLAR VALUE] per day/hour, to a maximum of \$[DOLLAR VALUE] with payments pro-rated if this Agreement is terminated at any time prior to the Completion Date.

B The Corporation has agreed to a fee of \$[DOLLAR AMOUNT] for the provision of the Services, with payment pro-rated if this Agreement is terminated at any time prior to the Completion Date.

Should the Firm expect the approximate timing and/or costs to be exceeded, it will notify the Corporation promptly in writing with an estimate of the excess timing and/or costs for each exceeded Activity, all of which shall be subject to the approval of the Corporation.

CHOOSE PARAGRAPH A OR B OR C

A The Firm will receive payment upon performance of the Services to the satisfaction of the Corporation and upon the Corporation's receipt of an invoice.

B The firm will receive an initial payment of \$[DOLLAR VALUE] upon signature of this contract and the Corporation's receipt of an invoice. The Firm will receive a final payment upon performance of the Services to the satisfaction of the Corporation and upon the Corporation's receipt of an invoice.

C The Firm will receive payment in equal [MONTHLY/QUARTERLY] instalments in arrears upon performance of the Services to the satisfaction of the Corporation and upon the Corporation's receipt of an invoice.

The HST is not included in the contract price. The Firm's HST registration number must appear on each invoice, and the HST amount must be shown as a separate item. If the Firm is not required to have a HST number, or if the HST is not applicable to a particular invoice, the Firm must indicate this on the invoice. If the Firm is exempt from HST, it must indicate the appropriate exemption number on the invoice.

ARTICLE 3 – INDEPENDENT CONTRACTOR RELATIONSHIP

The Firm acknowledges and agrees that the Firm is an independent contractor. The Firm, its employees, and/or any individuals carrying on business for the Firm are not employees, agents, partners, joint venturers, or dependent contractors of the Corporation. The Firm acknowledges and agrees that neither it, its employees, nor any individuals carrying on business for the Firm are to be treated as, or deemed to be, an employee of the Corporation for any purposes, including, but not limited to, the Ontario *Employment Standards Act, 2000*, the *Workplace*

Safety and Insurance Act, 1997, the Canada Labour Code, and/or any of the regulations made pursuant thereto, or otherwise at law or in equity.

ARTICLE 4 – TAXES AND OTHER STATUTORY DEDUCTIONS

The Corporation will not make deductions or withholdings or pay on behalf of the Firm income taxes, including federal or provincial taxes, Canada Pension Plan premiums, Employment Insurance premiums, Workplace Safety and Insurance premiums, or any other similar deductions, withholdings, remittances, or payments. The Firm will be solely responsible for payment of all income and other taxes, assessments, or remittances (including but not limited to taxes, assessments, or remittances for Employer Health Tax, Employment Insurance, Canada Pension Plan, and/or workers' compensation coverage) payable in respect of its employees, including [NAME OR NAMES], and/or payable in connection with the fees and other amounts paid pursuant to this Agreement.

The Firm agrees to save harmless and indemnify the Corporation from and against all claims, charges, taxes, or penalties and demands that may be made by the Canada Revenue Agency or any other person, agency, authority, or entity against the Corporation with respect to withholding or payment of said taxes, assessments, or other remittances.

ARTICLE 5 – EXPENSES

Travel, accommodation, and meal expenses, if any, associated with the provision of the Services will be covered separately, according to the CMEC Secretariat expense guidelines in effect at the time of travel. All expenses must be pre-authorized in writing by [NAME].

ARTICLE 6 – MATERIAL, SUPPLIES, EQUIPMENT AND TOOLS

The Firm will supply, at its own expense, all materials, supplies, equipment, and tools required to provide the Services in accordance with this Agreement.

ARTICLE 7 – SUBCONTRACTING

The Firm has agreed to designate [NAME OR NAMES] to perform the Services. The Firm will not subcontract the performance of the Services to any other person or entity (including any affiliate of the Firm) without the prior written consent of the Corporation. The use of any subcontractor by the Firm will not relieve the Firm of any obligations under this Agreement, and the Firm shall be liable for the acts or omissions of its subcontractors in the same manner as if they were the acts or omissions of the Firm.

ARTICLE 8 – ASSIGNMENT

The Corporation may assign any or all of its rights and duties under this Agreement at any time and from time to time without the consent of the Firm. The Firm may not assign any of its rights or duties under this Agreement without the prior written consent of the Corporation.

ARTICLE 9 – INSURANCE

The Firm will furnish the Corporation with current certificates of coverage for the Firm and proof of payment by the Firm for such insurance as the Corporation may reasonably require from time to time. The Firm will maintain all such insurance coverage and will furnish the Corporation with certificates of renewal coverage and proofs of premium payments.

ARTICLE 10 – CONFIDENTIALITY

The Firm must use domestic data storage for personal information or for any information that could be used to identify a specific individual. Foreign transfer and storage of, or access to, personal information or any information that could identify a specific individual is prohibited. All collection, storage, and dissemination of information that includes or is derived from personal information must conform to all applicable provincial, territorial, and federal privacy legislation.

It is understood that **Confidential Information** (defined below) acquired by the Firm and all of its directors, officers, employees, and agents, including but without limitation [NAME OR NAMES], while providing the Services, or following the completion of the Services or the termination of this Agreement but acquired pursuant to this Agreement, will be treated as confidential and that neither the Firm nor any of the aforementioned parties will use for their own benefit or the benefit of any third party the **Confidential Information**.

Immediately upon the termination of this Agreement for any reason, the Firm must deliver to the Corporation all Corporation property that is in the possession, charge, control, or custody of the Firm, including without limitation all works, inventions, and records of **Confidential Information**, and copies made thereof, including any and all documents, manuals, lists, data, records, computer programs, codes, materials, prototypes, scripts, proposals, products, samples, analyses, reports, equipment, tools, and devices relating or pertaining to the Corporation's business, whether provided to the Firm by the Corporation or created by the Firm for the Corporation, including any copies, representations, or reproductions of the same.

For the purpose of this Agreement, "**Confidential Information**" is defined as any information (except information that is or lawfully becomes public knowledge) concerning the business or operation of the Corporation, and in particular but without limitations, letters of intent, agreements, contracts, distribution lists, business plans or finance documents, marketing plans or strategies, product or technical information, personnel information, inventions, ideas, concepts, designs, improvements, or other developments, or customer, client, or supplier lists, and any other documents, procedures, policies, programs, reports, or information received, developed, prepared, or coordinated by the Firm, whether alone or together with others and whether in hard copy, electronic, or verbal form, in the course of the Firm's engagement with the Corporation.

ARTICLE 11 – TERM

The Agreement is effective as of [DATE] and shall continue in effect until the completion of the Services on [DATE], unless terminated earlier in accordance with this Agreement.

ARTICLE 12 – TERMINATION ON NOTICE

Notwithstanding the fixed term of the contract, the Firm or the Corporation may terminate the contract at any time prior to the expiry of the Term, by giving to the other [NUMBER – USUALLY 30] days' written notice of termination. In the event of termination, the Firm will be paid for the work performed to the date of termination (on a pro rata basis for partially completed work for a given Activity), together with the amount, if any, of approved expenses properly incurred. No other amounts shall be payable by the Corporation hereunder.

During the notice period, the Firm and the Corporation will continue to act toward each other in good faith.

ARTICLE 13 – INTELLECTUAL PROPERTY AND OWNERSHIP OF WORKS AND INVENTIONS

The **Works** (defined below) produced will be the exclusive property of the Corporation. The Corporation (and its successors and assigns) will own (a) all copyright in the Works worldwide, including the right to reproduce, republish, and reprint, in whole or in part, the Works in any format or medium, and the right to grant permission for others to do so, and (b) an existing and past right of action for infringement of the copyright in the Works. By signing below, the Firm represents and warrants that, either at the request of the Corporation or before the Completion Date, it will obtain from all authors of the Works, including without limitation [Full legal name of firm], a written waiver of any and all of their moral rights therein for the benefit of the Corporation. The Firm represents and warrants that it has not otherwise assigned, mortgaged, sold, licensed, transferred, or encumbered the copyright in the Works, and that it is not under any other obligation to do so. The Firm further represents and warrants that the Works are not subject to any copyright except its own, which is granted to the Corporation, and that the Works have not otherwise been submitted for publication in any format or medium.

For the purpose of this Agreement, "**Works**" includes but is not limited to all ideas, discoveries, inventions, formulae, algorithms, techniques, processes, know-how, trade secrets, and other intellectual property, including all expressions of such intellectual property in tangible form, that are used in or related to the Corporation's business and which the Firm (including [NAME OR NAMES] and/or any of its employees or subcontractors) receives, makes, or develops for the Corporation or its subsidiaries or affiliates during the Contractor's engagement with the Corporation.

ARTICLE 14 – TERMINATION FOR CAUSE OR FRUSTRATION

The Corporation may terminate this Agreement immediately in the event the Firm is no longer able to provide [NAME OR NAMES] to perform the Services or in the event that the Firm fails to

meet the standards of the Corporation in terms of quality of work or timeliness, after the Firm has been given written notice of the deficiencies and has failed to remedy such deficiencies within a 14-day period to the satisfaction of the Corporation.

Subject to the requirements, prohibitions, and limitations of the Ontario *Human Rights Code*, and any other relevant governing and/or successor legislation, the Agreement shall be deemed to have been frustrated and therefore to be terminated if [NAME OR NAMES] dies or becomes permanently incapacitated by an accident or mental or physical illness that precludes the Firm from performing its responsibilities as set out herein for a period of four consecutive weeks.

In the event of the termination of this Agreement for Cause or for Frustration, the Firm will be paid for the work performed to the date of termination (on a pro rata basis for partially completed work for a given Activity), in accordance with Appendix I, together with the amount, if any, of approved expenses properly incurred.

ARTICLE 15 – INDEMNITY

Without limiting any other clause of this Agreement, the Firm shall indemnify the Corporation and hold the Corporation harmless against any claim, demand, action, cause of action, or other demand, by any third party, including the Firm's employees, servants, and agents, for any alleged loss, liability, damage, or expense arising or in any way related or otherwise connected to the Firm's performance of the Services.

ARTICLE 16 – NO AUTHORITY TO BIND THE CORPORATION

The Firm has no authority to enter into contracts or agreements on behalf of the Corporation. The Firm explicitly acknowledges and agrees that any and all contracts and agreements must be executed by designated representatives of the Corporation, unless otherwise explicitly agreed to in writing.

ARTICLE 17 – NON-WAIVER

The failure of either party to this Agreement to exercise any of its rights under this Agreement at any time does not constitute a breach thereof and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

ARTICLE 18 – ENTIRE AGREEMENT AND AMENDMENTS

This Agreement, including the Appendices hereto, is the entire Agreement between the parties and it may not be changed or modified orally. This Agreement may be supplanted, amended, modified, or revised only in writing.

ARTICLE 19 – NOTICES

Where the Corporation or the Firm is required to give notice to the other under this Agreement, such notice shall be in writing, and shall be delivered to the other party by fax, e-mail, registered mail, or internal courier (such as FedEx, Purolator, or UPS).

ARTICLE 20 – SEVERABILITY

If any clause or paragraph, or any part thereof, of this Agreement is held to be unenforceable, that clause or paragraph, or any part thereof, shall be severed from the Agreement and the remaining clauses or paragraphs, or any part thereof, shall remain in full force and effect.

ARTICLE 21 – LAW

This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada in force therein.

ARTICLE 22 – FORUM

Any legal action or proceeding commenced by either party arising out of this Agreement will be brought in a court of competent jurisdiction in the Province of Ontario provided that the Corporation may move to enforce the Firm's obligations under Article 10 (Confidentiality) and Article 13 (Intellectual Property and Ownership of Works and Inventions) in any jurisdiction in which a breach is alleged to have occurred. Each party shall submit to and accept the exclusive jurisdiction of such court for the purpose of such suit, legal action, or proceeding.

ARTICLE 23 – SUPPLIER CODE OF CONDUCT

The Firm acknowledges that it has read the Supplier Code of Conduct (the "Code"), included in this Agreement as Appendix [NUMBER] . The Firm agrees to comply with the Code and acknowledges that a breach of the Code shall constitute a breach of this Agreement, entitling the Corporation to terminate this Agreement on notice to the Firm.

ARTICLE 24 – INDEPENDENT LEGAL ADVICE

THE FIRM ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, IT HAS HAD THE OPPORTUNITY TO OBTAIN INDEPENDENT LEGAL ADVICE, AND FURTHER ACKNOWLEDGES THAT IT HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN.

The Firm's authorized signature at the bottom of this letter will indicate the Firm's acceptance of these terms and conditions. Please arrange to have both copies of this letter executed, and return one to the CMEC Secretariat. The second copy may be retained for the Firm's files.

Yours sincerely,

CORPORATION OF THE COUNCIL OF
MINISTERS OF EDUCATION, CANADA

CHOOSE ONE NAME AND TITLE

[FULL LEGAL NAME OF FIRM] does hereby agree to be engaged by the Corporation upon and subject to the terms and conditions set forth above.

[FULL LEGAL NAME OF FIRM]

Per:

[NAME]
[TITLE]

Date

APPENDIX E - PROPOSAL EVALUATION FORM

Sections	Points
Introduction and background <ul style="list-style-type: none"> • Location—services outside of Toronto • Creative and innovative edge • Project-management capacity • Services of another entity 	5
Proponent’s experience <ul style="list-style-type: none"> • Managing large-scale projects • Conducting market research and brand audit • Developing brand strategy and appropriate marketing plan 	30
Qualifications of enlisted personnel <ul style="list-style-type: none"> • Skills • Capacity to work and conduct all aspects of the mandate in both official languages 	20
Implementation plan <ul style="list-style-type: none"> • Methodology • Proposed work plan • Planned time frame 	20
Price proposal	15
References (3)	10
TOTAL	100