

INSTRUCTIONS TO BIDDERS

DEPARTMENT OF INDIAN AFFAIRS AND NORTHERN DEVELOPMENT CANADA (DIAND)

INVITATION TO SUBMIT A PROPOSAL

FOR THE PROVISION OF THIRD PARTY FUNDING AGREEMENT MANAGEMENT SERVICES

TO ABORIGINAL RECIPIENTS

Submissions must be received by:

Mailing Address:

Department of Indian Affairs and Northern Development
c/o Heritage Canada
15 Eddy Street
2nd Floor Mailroom 2F1
Gatineau, Quebec K1A 0M5

Location:

Heritage Canada (Acting as the Bid Receiving Agent on behalf of DIAND)
15 Eddy Street
2nd Floor Mailroom 2F1
Gatineau, Quebec K1A 0M5

On or before 16/01/2014 at 2:00 p.m. (EDT), the submission deadline.

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INSTRUCTION TO BIDDERS

INTRODUCTION

PURPOSE OF THIS REQUEST FOR PROPOSAL:

To establish lists of prequalified individuals/firms, by closest point of departure and language capability for the provision of third party funding agreement management services to Aboriginal Recipients under a framework agreement between Canada and successful bidders.

TYPE OF CONTRACTUAL AGREEMENT: FRAMEWORK AGREEMENT.

The framework agreement establishes general terms and conditions and description of services applicable to all call-ups under the framework agreement. The call-up constitutes the actual contractual commitment and defines in detail the services to be provided.

This solicitation will establish a list of prequalified individuals/firms under a framework agreement, grouped by language and closest point of departure that may be called upon to provide third party funding agreement management services to Recipients. Other federal government departments may also place call-ups for third party funding agreement management services covered under the framework agreement.

The call-up when signed by both parties will constitute the actual contractual agreement containing a detailed statement of work, cost and duration of the call-up.

For emergency situations, call-ups may be direct and sourced up to a limit of \$50,000 (fees and expenses) to meet emergency situations as determined by the Department of Indian Affairs and Northern Development (DIAND) Default Prevention and Management Policy.

Call-ups exceeding \$50,000 will normally follow a competitive process and request cost proposals from all prequalified individuals/firms listed under the closest point(s) of departure and meeting the language profile of the requirement. Call-ups will be sent out electronically and request an electronic cost proposal response from the prequalified individual/firm within 48 hours or a longer time period required. The cost proposal will be based on the proposed level of effort and cannot quote fee rates higher than the ones stated in the framework agreement.

Duration of the framework agreement: Three (3) years plus two (2) one-year options for renewal for a maximum total duration of the framework agreement of five (5) years.

ELIGIBILITY:

Bidders must have a place of business in Canada that is accessible during normal business hours.

SECURITY CLEARANCE:

Reliable status security screening is required for all bidders and proposed personnel for Third Party Managers prior to call-up of personnel listed in the framework agreement. Bidders and personnel not in possession of the required security screening at the proposal stage must be eligible to obtain the security screening. Submission of a proposal indicates that bidders and

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proposed personnel are willing and eligible to undergo any and all required security screenings. Please see Appendix "C" - Agreement for Third Party Management for more information.

OFFICIAL LANGUAGES:

The proposal may be submitted in either English or French.

NUMBER OF COPIES OF PROPOSAL:

Four (4) copies of your technical proposal and one (1) copy of your financial proposal (enclosed in a separate sealed envelope) must be delivered on or before the date and time identified on page 1. Electronically transmitted bids will not be accepted.

PROPOSAL DELIVERY, CLOSING DATE AND TIME

Delivery: Proposals are to be sent only to the address specified on the cover of this Request for Proposal.

Closing date and time: Subject to the "Delayed Proposal" provisions, proposals or amendment(s) to proposals, will only be accepted if they are received at the Bid Receiving Unit by the time and date indicated on the covering page of this Request for Proposal document.

Responsibility for Proposal Delivery: The bidder has sole responsibility for the timely receipt of a proposal by DIAND and cannot transfer this responsibility to the government. DIAND will not assume responsibility for proposals that are directed to a location other than the one stipulated in the Request for Proposal.

PAPER SIZE AND FONT/POINT:

The size of paper is to be standard 8.5 by 11. The font is not to be smaller than 10 point.

PROPOSAL STRUCTURE:

Bidders may propose a maximum of five (5) resources in response to this Request for Proposal. Each resource presented will be evaluated independently of any others proposed. In the event that more than five (5) resources are proposed, only the first five (5) resources will be evaluated.

For each proposed resource, the response to each requirement must be cross referenced to the requirement number used in this Request for Proposal. Evaluation of your proposal will only consider information described under the specific requirement number matching the evaluation criteria assigned to that specific requirement.

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PROPOSAL PRESENTATION:

The proposal will consist of a technical and financial component. The technical and financial components are to be presented in two separately sealed envelopes with the name of the bidder and the contents clearly marked. The copies/envelopes will be put in an outside sealed wrapper that clearly contains the following information:

Name of the bidder:
Address of the bidder:
Selection number:
Closing date of the Request for Proposal:

DIAND address for receiving proposals:

Mailing Address:

Department of Indian Affairs and Northern Development
c/o Heritage Canada
15 Eddy Street
2nd Floor Mailroom 2F1
Gatineau, Quebec K1A 0M5

Location:

Heritage Canada (Acting as the Bid Receiving Agent on behalf of DIAND)
15 Eddy Street
2nd Floor Mailroom 2F1
Gatineau, Quebec K1A 0M5

VALIDITY OF INFORMATION AND PERFORMANCE VERIFICATION

DIAND reserves the right to check the validity of the information provided and past performance of bidders and proposed personnel.

STATUS AND AVAILABILITY OF RESOURCES

The Bidder certifies that, should it be issued an agreement as a result of the request for proposal, every individual proposed in the proposal or individuals with similar qualifications and experience will be available for the term of the agreement.

If the Supplier has proposed any individual who is not an employee of the Supplier, the Supplier certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Supplier must, upon request from the Departmental Representative, provide a written confirmation, signed by the individual, of the permission given to the Supplier and of his/her availability.

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BID COSTS

No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid, as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

RIGHTS OF CANADA

Canada reserves the right to:

- a. reject any or all bids received in response to the bid solicitation;
- b. enter into negotiations with bidders on any or all aspects of their bids;
- c. accept any bid in whole or in part without negotiations;
- d. cancel the bid solicitation at any time;
- e. reissue the bid solicitation;
- f. if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and,
- g. negotiate with the sole responsive Bidder to ensure best value to Canada.

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INTRODUCTION TO BIDDERS

MANDATORY PROPOSAL REQUIREMENTS:

- (i) Proposals must be prefaced by a letter signed and dated by an authorized officer of the bidder, and attesting to the validity of the information contained in the proposal.
- (ii) For each resource proposed, proposals must indicate for which closest point of departure list(s) it wants to be considered and the language(s) in which services are offered.

MANDATORY TECHNICAL CRITERION

For each proposed resource, up to a maximum of five (5), the bidder must meet all of the Mandatory Technical Criteria identified in Appendix A in order for the resource to be considered for further evaluation. Failure on the part of the bidder to meet any one (1) or more of the Mandatory Technical Criteria will result in the resource being deemed non-compliant and receiving no further consideration.

RATED TECHNICAL CRITERION:

Proposed resources meeting all mandatory requirements will be evaluated against the Point Rated Technical Criteria for Third Party Funding Agreement Management in Appendix A-1, using the evaluation factors and weightings specified for each criterion.

GENERAL INSTRUCTIONS:

For Point Rated Technical Criteria listed below requiring Project Description, the bidder and its proposed resource(s) must provide:

- Name and description of client organization;
- Name, phone, email of client;
- Scope, objective, size in dollars and resources, project timeframe (from-to dates month/year);
- Outcomes of the project; and/or
- Description of the proposed resource(s) roles and responsibilities in the project.
- Names and contact information of references.

The bidder must start with the most recent experience, dates and duration of experience.

The technical evaluation will rate all (up to a maximum of the first 5) proposed resources for Third Party Manager independently of one another in accordance with the evaluation methodology identified in Appendix A-1. (Note that all proposed personnel must also be identified with their individual fee rate in the separate financial proposal).

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FINANCIAL PROPOSAL

The financial proposal shall consist of ceiling all inclusive per diem rates for each resource as per the format below:

Third Party Manager:

Name(s) of person(s) assigned as per technical proposal	Closest point(s) of departure	Ceiling per-diem rate for resource	Language communicate

Individual bidders may choose to use the same fee rate for all proposed resources or propose different rates for each resource.

The Per Diem rate must be:

- exclusive of applicable GST/HST;
- based on a work day of 7.5 hours (for days worked less than 7.5 hours, the fee charged must be prorated); and
- all inclusive (e.g. include any and all costs of services such as remuneration, paid and time off benefits, direct and indirect costs, risk and profit, as well as actual travel incurred to reach the closest point of departure; and
- effective for the full period of the agreement, including option periods.

Travel expenses: the maximum travel expenses that Canada will reimburse are actual travel expenses incurred to reach the work location from the closest point of departure (or most cost-effective one to reach) or less if the proposed personnel is at a closer location to the actual work location and as specified in the call up. Expenses will be reimbursed as per the Treasury Board Travel Directive (<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>). Costs to the closest point of departure are to be borne by the bidder.

GENERAL INFORMATION ON THE CLOSEST POINTS OF DEPARTURE

The following cities have been identified as closest points of departure:

Brandon	Kenora	Regina	Thunder Bay	Whitehorse
Calgary	Moncton	Saskatoon	Toronto	Yellowknife
Edmonton	Montreal	Sept-Îles	Vancouver	
Fredericton	Ottawa	Saint John	Victoria	
Grand Prairie	Prince Albert	St. John's	Windsor	
Halifax	Quebec City	Sudbury	Winnipeg	

**APPENDIX “A”
SELECTION AND EVALUATION CRITERIA**

APPENDIX “A” – SELECTION AND EVALUATION CRITERIA

1.1.1 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Mandatory Technical Criteria (MT) for Third Party Funding Agreement Management				
“Bidder” means the person or entity (or, in the case of a joint venture, the persons or entities) submit a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.				
The Bidder				
Number	Mandatory Technical Criterion	MET	NOT MET	Cross Reference to Proposal
MT1	The Bidder must submit detailed CVs for each of the proposed Third Party Funding Agreement Manager resources demonstrating that they meet the minimum experience and educational requirements. If more than five (5) resources are proposed in the proposal, only the first five (5) resources proposed in order of presentation will be evaluated. Canada reserves the right to verify the information presented by the Bidder.			
MT2	The Bidder must demonstrate that the company has twenty- four (24) months of experience in the past sixty (60) months in the financial administration function of the Third Party Funding Agreement Manager (experience can include Co-Manager, Expert Resource Support or Recipient-Appointed Advisor) for a Canadian federal, provincial, municipal or territorial government client and aimed at Aboriginal Communities.			
MT3	The Bidder must demonstrate through two (2) project descriptions that each Third Party Funding Agreement Manager resource proposed in MT1 has a minimum thirty-six (36) months of experience in the past sixty (60) months as a Third Party Funding Agreement Manager (experience can include Co-Manager, Expert Resource Support or Recipient-Appointed Advisor) for Canadian federal, provincial, municipal or territorial government client aimed at Aboriginal Communities.			

APPENDIX "A"
SELECTION AND EVALUATION CRITERIA

MT4	The Bidder must demonstrate that each proposed resource is in possession of a university degree or a college diploma from a recognized Canadian institute.			
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1.1.2 Point Rated Technical Criteria for Third Party Funding Agreement Management

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

Bids and proposed resource(s) complying with the mandatory requirements will be evaluated against the technical point rated criteria.

**APPENDIX “A”
SELECTION AND EVALUATION CRITERIA**

Point Rated Technical Criteria (RT) for Third Party Funding Agreement Management			
“Bidder” means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.			
The Bidder			
Number	Point Rated Technical Criterion	Maximum Points	Cross Reference to Proposal
RT1	The Bidder must demonstrate through two (2) projects aimed at Aboriginal Communities that they meet the following criteria (minimum of three (3) out of five (5) identifiable in each project) within the last sixty (60) months prior to date of bid closing:		
	<p>1. Financial Planning, Budgeting, Forecasting & Reporting</p> <ul style="list-style-type: none"> • Plan for short, medium & long-term • Budget (monthly, quarterly, bi-annually, annually, etc) • Forecast (monthly, quarterly, bi-annually, annually, etc) • Report (variance analysis, etc) <p>5 points per bullet to a maximum of 20 points.</p>	Maximum 20 points	
	<p>2. Financial Policy Development & Analysis</p> <ul style="list-style-type: none"> • Develop Internal Financial Control, Cash Management, Delegation of Authorities, etc. • Analyze various Financial Policies, for example; Default Prevention and Management Policy, Internal Control, travel etc. • Implement of Financial Policies <p>5 points per bullet to a maximum of 15 points.</p>	Maximum 15 points	

**APPENDIX “A”
SELECTION AND EVALUATION CRITERIA**

	<p>3. Capacity Development</p> <ul style="list-style-type: none"> • Assess HR capacity and training plans. <p>5 points per bullet to a maximum of 5 points.</p>	Maximum 5 points	
	<p>4. Program Management (Social, Education, Capital, etc)</p> <ul style="list-style-type: none"> • Deliver Program/service to community/client. • Align Funding Agreement • Prepare and execute a Management Action Plan. • Prepare Program Reports <p>5 points per bullet to a maximum of 20 points.</p>	Maximum 20 points	
	<p>5. Financial Management & Debt Issues</p> <ul style="list-style-type: none"> • Manage financial and debt issues, restructure debt. <p>5 points per bullet to a maximum of 5 points.</p>	Maximum 5 points	
RT2	<p>The Bidder must demonstrate through two (2) projects aimed at Aboriginal Communities that each proposed Third Party Funding Agreement Manager resource meets the following criteria (minimum of five (5) out of eight (8) elements must be identifiable in each project) within the last sixty (60) months prior to date of bid closing.</p>		
	<p>1. Governance</p> <ul style="list-style-type: none"> • Manage funding to ensure uninterrupted delivery of services • Demonstrate accountability to service population • Align with the Funding Agreement’s Terms and Conditions - Demonstrate experience of the federal government’s funding relationship processes (e.g. funding agreements, program delivery requirements, Provincial/Territorial program guidelines) • Facilitate the return of administration duties to the client • Negotiate/engage (e.g. communication, interpersonal skills, etc) • Administer a First Nations government or institution • Resolve disputes <p>5 points per bullet to a maximum of 30 points.</p>	Maximum 30 points	

**APPENDIX “A”
SELECTION AND EVALUATION CRITERIA**

	<p>2. Planning</p> <ul style="list-style-type: none"> • Establish, communicate and support a planning process. • Develop strategic, business, operational, financial and business continuity plans. <p>5 points per bullet to a maximum of 10 points.</p>	Maximum 10 points	
	<p>3. Financial Management</p> <ul style="list-style-type: none"> • Plan for short, medium & long-term • Budget (monthly, quarterly, bi-annually, annually, etc) • Forecast (monthly, quarterly, bi-annually, annually, etc) • Report (variance analysis, etc) <p>5 points per bullet to a maximum of 20 points.</p>	Maximum 20 points	
	<p>4. Financial Policy Development & Analysis</p> <ul style="list-style-type: none"> • Develop Internal Financial Control, Cash Management, Delegation of Authorities, etc. • Analyze various Financial Policies • Develop and implement Financial Policies and procedures <p>5 points per bullet to a maximum of 15 points.</p>	Maximum 15 points	
	<p>5. Program Management</p> <ul style="list-style-type: none"> • Provide uninterrupted program / service delivery to an organization’s service population • Implement service delivery policies and plans • Align Funding Agreement • Prepare and execute a Management Action Plan • Prepare Program Reports <p>5 points per bullet to a maximum of 20 points.</p>	Maximum 20 points	
	<p>6. Financial Management & Debt Issues</p> <ul style="list-style-type: none"> • Manage financial, debt issues, and restructure debt. <p>5 points per bullet to a maximum of 5 points.</p>	Maximum 5 points	

**APPENDIX “A”
SELECTION AND EVALUATION CRITERIA**

	<p>7. Emergency Situations</p> <ul style="list-style-type: none"> • Support and coordinate an emergency plan • Implement an emergency plan <p>10 points per bullet to a maximum of 20 points.</p>	Maximum 20 points	
	<p>8. Other</p> <ul style="list-style-type: none"> • Work with the Default Prevention and Management Policy • Work with the Recipient Reporting Requirements <p>5 points per bullet to a maximum of 10 points.</p>	Maximum 10 points	
RT3	<p>The Bidder should demonstrate that each proposed Third Party Funding Agreement Manager (MT1) resource has the years of Third Party Funding Agreement Management experience as defined in Appendix B-2 of the draft Framework Agreement within the last one hundred and eighty (180) months.</p> <p>0 - 36 months = 0 points 37 to 72 months = 10 points 73 to 180 months = 15 points</p>	Maximum 15 points	
RT4	<p>1. The Bidder should demonstrate that each proposed Third Party Funding Agreement Manager resource possesses a Chartered Accountant, Certified Management Accountant, Certified General Accountant, Chartered Professional Accountant, Chartered Financial Analyst or Certified Aboriginal Financial Manager designation in good standing.</p> <p>5 points for each designation to a maximum of 15 points.</p>	Maximum 15 points	
	<p>2. The Bidder should demonstrate that each proposed Third Party Funding Agreement Manager resource possesses certifications (such as Project Management Professional, Certified Associate in Project Management, Risk Management Professional, or Scheduling Professional etc.).</p> <p>5 points for each certification to a maximum of 10 points.</p>	Maximum 10 points	

APPENDIX "A"
SELECTION AND EVALUATION CRITERIA

	<p>3. The Bidder should demonstrate that each proposed Third Party Funding Agreement Manager resource possesses a proven track record in financial administration known to the Recipient and the department.</p> <p style="text-align: center;">5 points each bullet for a maximum of 5 points.</p>	Maximum 5 points	
	<p>Total for all point rated Technical Criteria is 240 points. The minimum required is 70% or 168 points overall.</p>		

EVALUATION METHODOLOGY

TECHNICAL EVALUATION

The technical component of proposals will be opened and scored before any financial proposals are opened. The technical evaluation takes into consideration the experience of the bidder, and the experience and expertise of the proposed personnel.

Where more than one person is named for a Third Party Manager, each proposed personnel will be rated against the criteria on the evaluation grid.

Each proposed resource will receive a technical proposal score out of 75 points, as follows:

$$\text{Resource Technical Score} = \frac{\text{Proposed Resource Technical Score}}{\text{Total Available Technical Points (240)}} \times 75 \text{ points}$$

Individual resources proposed for the Third Party Manager not achieving the 70% pass mark (52.5 out of 75) will be excluded from further consideration.

FINANCIAL EVALUATION

The financial proposals are opened and evaluated only if the technical component achieves a score equal to or in excess of the pass mark of 70% for one (1) or more proposed resources.

The financial proposal for each individual resource meeting the minimum required scores will be evaluated independently, on the basis of the ceiling per diem rate proposed for the resource.

Full points (25/25) will be awarded to the technically compliant resource with the lowest per diem rate. Fewer points will be awarded to all other resources proposed by Bidders based on the percentage differential of their per diem rate from that of the lowest, as follows:

$$\text{Resource Financial Score} = \frac{\text{Lowest PER DIEM RATE (\$)}}{\text{Proposed Resource's PER DIEM RATE}} \times 25 \text{ points}$$

**APPENDIX “A”
SELECTION AND EVALUATION CRITERIA**

TOTAL PROPOSAL RATING (TECHNICAL + FINANCIAL)

Each proposed resource will be assessed independently. The sum of the technical score and the financial score for an individual resource is referred to as the total proposed resource score.

Total Proposed Resource Score = Resource Technical Score + Resource Financial Score

Proposed resources must achieve a minimum of 75 out of 100 total points to be considered for the award of a framework agreement.

Bidders with one or more proposed resources achieving the minimum score required will be considered for the award of a framework agreement. One framework agreement may represent multiple compliant resources.

Example of Evaluation Methodology

Bidder Technical Scores and Weighted Offer Prices

	Bidder 1	Bidder 2	Bidder 3
Technical Points	28	36	38
Weighted Offer Price	\$700.00*	\$875.00	\$1,000.00

**Example of Best Value Determination -
Highest Combined Rating Technical Merit (75%) and Price (25%)**

Calculation	Technical Points	Price Points	Total Points
Bidder 1	$28/40 \times 75 = 52.5$	$700^*/700 \times 25 = 25$	$52.5 + 25 = 77.5$
Bidder 2	$36/40 \times 75 = 67.5$	$700/875 \times 25 = 20$	$67.5 + 20 = 87.5$
Bidder 3	$38/40 \times 75 = 71.25$	$700/1000 \times 25 = 17.5$	$71.25 + 17.5 = 88.75$

For the purposes of this calculation, it is assumed that the highest possible technical score that can be obtained is 40 points.

** Represents the lowest priced proposal.*

The proposal with the highest total score, when adding the technical points and the price points, is considered as the proposal representing the optimum value.

In this example, each resource would be eligible for inclusion in an agreement.

This example is for illustrative purposes only

APPENDIX "A"
SELECTION AND EVALUATION CRITERIA

DEBRIEFING

Bidders may request a debriefing within 30 calendar days of being advised of the proposal evaluation result. Debriefings are conducted on the telephone or in person. The request for a debriefing should be addressed to: Christian Martineau via e-mail at: Christian.Martineau@aandc-aadnc.gc.ca

A debriefing will give bidders information on the strengths and weaknesses of their proposal as per the rated criteria shown in the evaluation grid and may assist bidders in preparing a better proposal at a future date. It will not divulge comparative information on competitors.

**APPENDIX “B”
THIRD PARTY FUNDING AGREEMENT MANAGEMENT
FRAMEWORK AGREEMENT**

**APPENDIX “B” – THIRD PARTY FUNDING AGREEMENT MANAGEMENT
FRAMEWORK AGREEMENT**

ARTICLES OF AGREEMENT

These Articles of Agreement are made

Between *Her Majesty the Queen in Right of Canada* as represented by the Minister of Department of Indian Affairs and Northern Development Canada (hereinafter referred to as “Canada”)

And *Legal Name of Third Party Funding Agreement Manager*
Address Line 1
Address Line 2
Address Line 3

(Hereinafter referred to the as the “Third Party Funding Agreement Manager” or “TPFAM”)

Whereas Canada may require from time to time the TPFAM to administer funding otherwise payable to a First Nation and/or Tribal Council (hereinafter referred to as “Recipient”) related to programs and services to First Nations communities and to account to Canada for the use of the funding provided and the results achieved and to offer assistance to the Recipient to remedy default; and

Whereas the Third Party Funding Agreement Manager (TPFAM)

has offered, in return for payment and according to the conditions in this agreement, to assume third party funding agreement management responsibilities as and when requested by Canada;

Therefore **Canada and the TPFAM agree as follows:**

1. Framework Agreement

This agreement is a framework agreement under which the TPFAM offers to assume third party funding agreement management responsibilities at the prices and according to the terms set out in this agreement as and when Canada may, by a TPFAM Call-up, request. The TPFAM shall carry out these responsibilities in a prompt, diligent and efficient manner.

This agreement applies to all TPFAM Call-ups issued by Department of Indian Affairs and Northern Development Canada (DIAND).

**APPENDIX “B”
THIRD PARTY FUNDING AGREEMENT MANAGEMENT
FRAMEWORK AGREEMENT**

DIAND may make available this agreement, and all material related to this agreement to other federal institutions that may wish to appoint the TPFAM to administer funding provided to Recipient by those institutions.

2. TPFAM Call-up Documents

This agreement consists of:

- 2.1 **These** Articles of Agreement;
- 2.2 APPENDIX A-1 - **TPFAM Terms of Payment;**
- 2.3 APPENDIX B-1 - **Statement of Work;**
- 2.4 APPENDIX C - **General Conditions;**
- 2.5 APPENDIX D - **TPFAM Call-up Response and Acceptance Form;**
- 2.6 APPENDIX E - **Conflict of Interest Form**
- 2.7 APPENDIX F – **French Language Certification**

3. **Definitions**

Unless the context requires otherwise, the expressions listed below have the following meanings in this agreement and in any TPFAM Call-up(s):

“Recipient” means the First Nation or Tribal Council identified in Annex C of a TPFAM Call-up;

“Recipient Funding Agreement(s)” means the document(s) in Annex C of a TPFAM Call-up(s) containing terms and conditions for funding one or more program(s), service(s), and/or project(s);

4. **Payment to the TPFAM**

Canada shall pay the TPFAM those amounts payable in accordance with TPFAM Call-up(s) and as per the conditions in Appendix A-1 -TPFAM Terms of Payment.

5. **Goods and Services Tax (GST) / Harmonized Sales Tax (HST)**

The TPFAM must determine whether the third party funding agreement management provided under this agreement is subject to Goods and Services Tax or Harmonized Sales Tax. If so, the TPFAM must also determine the amount and claim it from Canada in accordance with the terms in Appendix A-1.

6. **Appropriate Law**

This agreement and any TPFAM Call-up will be governed by and construed in accordance with the laws in force in the province or territory of the Recipient.

**APPENDIX “B”
THIRD PARTY FUNDING AGREEMENT MANAGEMENT
FRAMEWORK AGREEMENT**

7. Replacement of Personnel

Replacement of personnel named in this agreement is subject to approval by DIAND. The qualifications of replacement personnel must equal or exceed those they replace. Replacement personnel must meet the language and security screening requirements and be available to provide third party funding agreement management from the same closest point(s) of departure as those they replace. The curriculum vitae of replacement personnel are to be submitted to the representative of Canada named in section 11 in these articles of agreement. DIAND shall evaluate proposed replacement personnel in keeping with criteria applied to the TPFAM's submission in response to the request for proposals.

Acceptance of proposed replacement personnel will be via an exchange of letters and as approved by Canada.

8. Addition of Personnel

Personnel can be added during the life of this agreement. Addition of personnel is subject to approval by Canada as administrator of this agreement. Additional personnel must meet the evaluation requirements described in the original request for proposals. The curriculum vitae of replacement personnel are to be submitted to the Senior Director of the Transfer Payments Centre of Expertise at Department of Indian Affairs and Northern Development Canada. The Senior Director shall evaluate such personnel in keeping with the evaluation grid in the original request for proposal.

Acceptance of proposed additional personnel will be via an exchange of letters and as approved by Canada.

9. Duration

This agreement takes effect on the date of the latter signature of the parties. Unless sooner terminated as provided for in this agreement, it will remain in effect until March 31, 2017.

Canada may renew this agreement for two (2) periods of one-year or less after March 31, 2017. If Canada exercises this right, Canada must do so by written notice to the Third Party Funding Agreement Manager.

10. Security Requirements

- a.** The third party shall provide and maintain a system of security controls within the organization in accordance with the requirements of the Policy on Government Security and the requirements described below.
- b.** The Government will identify PROTECTED information or materials with one of the following security classifications as appropriate: PROTECTED A or PROTECTED B. The Department will give written notice of subsequent changes in the security classification. The third party will safeguard PROTECTED information or materials according to the requirements set out in the Policy and as per stipulated in this document.

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THIRD PARTY FUNDING AGREEMENT MANAGEMENT
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- c. The third party requiring access to PROTECTED information, assets or sensitive work site(s) must hold a valid personnel security screening at the Reliability Status level, granted or approved by the Government of Canada.
- d. The Government agrees, on written application, to grant RELIABILITY status to the eligible third party requiring access to SENSITIVE information or materials identified as PROTECTED. For purposes of this paragraph, the determination of eligibility shall be within the sole discretion of the department of Indian Affairs and Northern Development Canada (DIAND) department.
- e. The third party shall not disclose PROTECTED information or materials individual, or organization unless authorized by the DIAND department.

11. Representative of Canada

For the purpose of this agreement, unless otherwise specified, Canada designates as its representative the Senior Director, Transfer Payments Centre of Expertise, Department of Indian Affairs and Northern Development Canada.

12. Notice of Communication

Any notice, information or document pertaining to this agreement must be in writing, must make reference to this agreement, and will be deemed to be given if it is delivered, sent by facsimile or e-mail or mail. Any notice sent by facsimile or e-mail will be deemed to be given one working day after it is sent. Any notice that is mailed shall be deemed to be given eight (8) calendar days after it is mailed.

Either party may change the address shown in this agreement by informing the other party of the new address, and such change shall take effect fifteen (15) days after the notice is received.

All notices must be sent to the following addresses:

To Canada: Senior Director, Transfer Payments Centre of Expertise
Department of Indian Affairs and Northern Development Canada
Les Terrasses de la Chaudière, North Tower
10 Wellington Street, Room 1210
Gatineau, Quebec K1A 0H4

To the TPFAM:

13. TPFAM Call-ups

If and when required, Canada will issue TPFAM Call-ups for third party funding agreement management using the TPFAM Call-up Response and Acceptance form attached as Appendix D. A signed TPFAM Call-up Acceptance Form by Canada constitutes the financial commitment by Canada to pay for the satisfactory fulfillment of third party funding agreement management responsibilities.

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For emergency situations, call-ups may be direct and sourced up to a limit of \$50,000 (fees and expenses) to meet emergency situations as determined by the Department of Indian Affairs and Northern Development (DIAND) Default Prevention and Management Policy.

Call-ups exceeding \$50,000 will normally follow a competitive process and request cost proposals from all prequalified individuals/firms listed under the closest point(s) of departure and meeting the language profile of the requirement. Call-ups will be sent out electronically and request an electronic cost proposal response from the prequalified individual/firm within 48 hours or a longer time period required. The cost proposal will be based on the proposed level of effort and cannot quote fee rates higher than the ones stated in the framework agreement.

14. Termination

14.1 Upon notice Canada may terminate this agreement as well as any TPFAM Call-ups:

- a) If there is a change in appropriation by the Parliament of Canada for the fiscal year in which the payment is to be made;
- b) For default by the TPFAM in fulfilling any term or condition of this agreement;
- c) If the TPFAM or any of its employees or other persons for whom the TPFAM is responsible in respect of fulfilling the terms and condition of this agreement are charged or convicted of fraud, theft, committing false pretences or any similar offence or are disciplined by their professional body; or
- d) If Canada determines that the TPFAM is in actual or potential conflict of interest under section 3 of Appendix C of this agreement.

14.2 Without limiting the power of Canada to terminate this agreement under section 14.1, either Canada or the TPFAM may terminate this agreement at its convenience without cause before the expiry of this agreement upon providing the other party with at least thirty (30) days prior written notice.

14.3 Following the termination of this agreement, the TPFAM shall:

- a) Return the balance of the Funding Account refer to in paragraph 4.2 of Appendix B-1, including any interest earned, along with any other amounts owing, due or payable to Canada forthwith, and in any event, no later than seven (7) days from the receipt of the notice referred to in sections 14.1 or 14.2 unless Canada and the TPFAM agree otherwise in writing;
- b) Provide audited financial statements to Canada in respect of the funding provided under this agreement as required by subsection 4.7 of Appendix B-1 within one hundred and twenty (120) days of the date of termination of this agreement;
- c) Fulfill any other reporting requirements of this agreement relating to the period ending on the date of termination as Canada may reasonably require; and
- d) Submit a final quarterly schedule to Canada in accordance with requirements set out in subsection 4.7 of Appendix B-1 within sixty (60) calendar days of the date of the termination of this agreement.

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14.4 Canada may, by notice to the TPFAM, require the TPFAM to promptly provide copies, to the extent permitted by law, of all accounts and records that are reasonably required to support the continuity of the program(s), service(s) and/or project(s) funded under this agreement to the person, corporation or entity(ies) identified by Canada that will take on the administration of the program, service and/or project funding.

15. Withholding of Payments

Canada may withhold any payments under any TPFAM Call-up in respect of any Recipient Funding Agreement where the TPFAM is in default in fulfilling any term or condition of this agreement or any TPFAM Call-up or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or where a receiver is appointed under a debt instrument or a receiving order is made against the TPFAM, or an order is made or a resolution passed for the winding up of the TPFAM.

16. Recipient Approval or Consent

Where approval or consent of the Council is required under any provision of this agreement or any TPFAM Call-up, that approval or consent must be expressed to the TPFAM by way of a resolution of the council of the First Nation signed by a majority of the councillors present at a duly convened meeting of councillors. Where the Recipient is a Tribal Council, the approval or consent must be expressed by way of a resolution of the board of directors of the Tribal Council.

17. Amendment

Amendments to this agreement and to any TPFAM Call-up must be in writing and must be executed by both parties.

This agreement, together with any written amendment to this agreement and any TPFAM Call-ups under this agreement, comprise the entire agreement between the parties. No negotiation, undertaking or other agreement or document relating to the subject of this agreement has legal effect.

This agreement binds the parties to this agreement and their respective administrators and successors.

This agreement has been signed on behalf of the Third Party Funding Agreement Manager and on behalf of Canada by their duly authorized officers.

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FOR **Name of TPFAM**

Signature

Date

Print Name

Title

FOR **Canada**

Signature

Date

Print Name

Title

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APPENDIX A-1
DIAND TPFAM TERMS OF PAYMENT**

1. Basis of Payment

For the satisfactory delivery of programs and services as per the funding agreement(s) identified in Appendix B-1 of this agreement and as per the Specific Description of Third Party Funding Agreement Management in the TPFAM Call-up(s) and the fulfilment of all the TPFAM’s other obligations, Canada shall pay the TPFAM, in accordance with the provisions of this agreement, the fees and expenses incurred by the TPFAM, at the times set out in the TPFAM Call-up specifying responsibility details, associated levels of effort, dates, times and performance measurement if any, and as approved by Canada:

- 1.1 For each day spent directly on the fulfillment of the third party funding agreement management program and service delivery as specified in the TPFAM Call-up, the all inclusive daily rates for the following categories and named personnel, will be:

Third Party Funding Agreement Manager	Ceiling Per Diem Rate	Closest Point(s) of Departure	Language Communicate

- 1.1.1. A workday of seven and one-half (7.5) hours to a limit of five (5) days a week, to a limit of thirty-seven and a half (37.5) hours per week unless previously authorized by the representative of Canada identified in the TPFAM Call-up Acceptance Form.
- 1.1.2 The rate for actual time worked of less than one (1) day will be calculated by dividing the ceiling per diem rate by seven and a half (7.5) hours and multiplying the result by the number of hours actually worked during the day.
- 1.1.3 The ceiling per diem rate includes fringe benefits, overhead costs and the TPFAM’s profit. Costs of travel from the personnel’s residence to the closest point of departure are deemed to be part of the ceiling per diem rate and will not be reimbursed separately.
- 1.1.4 The daily rate will be in effect for the entire duration of the agreement, including all optional periods.

1.2 Travel Expenses

- 1.2.1 The maximum travel expenses that Canada will reimburse are actual travel expenses incurred to reach the work location from the closest point(s) of departure specified in the TPFAM Call-up or less if the personnel is at closer location to the actual work location.
- 1.2.2 Expenses will be reimbursed as per the Treasury Board Travel Directive.

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1.2.3 A fee rate based allowance for time spent on travel. The number of hours allowed for travelling shall be determined and approved by Canada on the basis of the points of origin and destination. The fee rate based allowance cannot exceed 7.5 hours per 24 hours period for time spent on travel.

1.3 All necessary, reasonable and justifiable out-of-pocket expenses arising from the third party funding agreement management as approved by Canada, such as long distance telephone calls, translation costs, production costs of reports, reproduction including printing of extra copies of documents.

2. Goods and Services Tax and Harmonized Sales Tax

2.1 The TPFAM acknowledges that the fees, prices and costs specified herein:

2.1.1 Take into account the Goods and Services Tax (GST) and the Harmonized Sales Tax (HST), if any, that the TPFAM must pay on the goods and services that the TPFAM incurs to fulfill the requirements described in the TPFAM Call-up(s), excluding tax credits and rebates to which the TPFAM is entitled;

2.1.2 Do not take into account the GST or the HST that Canada must remit to the TPFAM and that the TPFAM must collect from Canada pursuant to the Excise Tax Act.

2.2 The amount of GST or HST, if any, must be indicated separately on TPFAM Call-ups for payment, financial reports or other documents of a similar nature that the TPFAM submits to Canada.

3. Method of Payment (to be specified on individual TPFAM Call-ups)

3.1 Option 1 – Monthly Progress Payments

Canada shall pay the TPFAM, not more often than once a month, the fees and expenses incurred by the TPFAM the previous month.

Each monthly payment shall be subject to a holdback of ten percent (10%) applicable to all the fees. The holdbacks will be released quarterly in accordance with paragraph 4.

Option 2 – Quarterly Payments

Canada shall pay the TPFAM, not more often than once a quarter, the fees and expenses incurred by the TPFAM the previous quarter. Requests for payment must be accompanied by quarterly financial and narrative reports satisfactory to Canada.

No holdback is applied to quarterly payments.

3.2 Payment Requests

No payment shall be made to the TPFAM until Canada receives the following documentation properly completed:

3.2.1 A detailed invoice of the TPFAM's fees for time spent in the fulfillment of third party funding agreement management as described in the TPFAM Call-up during the previous period indicating the date, the day and the number of hours worked each day;

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- 3.2.2 A statement of expenses incurred during the previous period including all information which supports the said expenses and copies of original receipts; and
- 3.2.3 In the event that the number of hours or days worked exceeds the total authorized for the week, a document in support of a claim for such work which also establishes that such work had been authorized, in advance, by the representative for Canada named in the TPFAM Call-up.
- 3.2.4 For monthly invoicing, a narrative report and financial report on activities carried out, results achieved and funds expended during the month to Canada's satisfaction.
- 3.2.5 For quarterly invoicing, quarterly reports to Canada's satisfaction.

3.3 Notification to the TPFAM regarding issues with the Payment Requests

Within fifteen (15) days of the receipt of the documentation required for payment requests, Canada shall notify the TPFAM, in writing, when any or a combination of the following situations occurs:

- 3.3.1 There are errors or omissions in the documentation;
 - 3.3.2 The third party funding agreement management of programs and services as specified in the TPFAM Call-up by the TPFAM is not, based on the information available to Canada at the time, satisfactory or in conformity with the TPFAM Call-up; or
 - 3.3.3 The amount claimed by the TPFAM appears to exceed the actual value of the third party funding agreement management carried out.
- 3.4 Any fees or expenses incurred by the TPFAM which are the subject of a notification for reasons referred to in subsection 3.3 shall be excluded for the purposes of payment until the said fees or expenses have been accepted by Canada.

4. Release of Holdback

Where holdbacks are applied to the TPFAM Call-up, the TPFAM must request the release of the holdback. Canada shall release the holdback to the TPFAM at the end of the corresponding quarter if the TPFAM has submitted the corresponding quarterly report to the satisfaction of Canada and Canada determines that the performance of the TPFAM in that quarter is satisfactory.

5. Right of Set-Off

Without restricting any right of set-off or holdback under law or by any provision of the TPFAM Call-up, Canada may set off against any amount payable to the TPFAM by Canada under the TPFAM Call-up, any amount payable to Canada by the TPFAM under the TPFAM Call-up. This provision survives the termination or expiration of this agreement.

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6. Appointment of Other TPFAM

The TPFAM shall notify Canada when another federal institution appoints the TPFAM to administer funding for the same Recipient.

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THIRD PARTY FUNDING AGREEMENT MANAGEMENT
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APPENDIX B-1
GENERAL DESCRIPTION OF THIRD PARTY FUNDING AGREEMENT
MANAGEMENT

1. BACKGROUND

Department of Indian Affairs and Northern Development Canada (DIAND) amongst other federal government departments provide funding for the delivery of programs and services for the benefit of members of First Nations / Aboriginal communities. The funding is provided by way of transfer payments that are governed by funding agreements.

Funding is provided for a mix of block funded services and targeted programs. The funding agreement will contain terms and conditions specific to the funding provided by each federal department. Other federal government departments typically include: Health Canada, Employment and Social Development Canada, and Canada Mortgage and Housing Corporation.

The funding agreements include requirements for financial reporting and provisions for intervention. Financial statements and supplementary program reports are reviewed to determine whether funds were used for the purpose intended and whether programs and services were delivered in accordance with the terms and conditions of the funding agreement.

There are consequences if a Recipient defaults on the funding agreement. In cases of default, the parties will communicate to review the situation. Under the Default Prevention and Management Policy, the department has a range of actions it may take to address a default situation. Services solicited under this Request for Proposal are for third party funding agreement management, where a Third Party Funding Agreement Manager is appointed by Canada to administer the funding otherwise payable to the First Nation / Aboriginal community and preferably also to assist the Recipient in developing its capacity for management of the funding agreement.

DIAND funding agreement models with Aboriginal Recipients are available on DIAND’s website at <http://www.aadnc-DIAND.gc.ca/eng/1322746231896/1322746482555>.

2. CONTEXT OF THIRD PARTY FUNDING AGREEMENT MANAGEMENT

The funding agreement with the Recipient will not normally be terminated nor amended upon appointment of the Third Party Funding Agreement Manager. Funding under the funding agreement will be redirected to a Third Party Funding Agreement Manager. Funding agreements will remain in place to ensure the contractual relationship with the Recipient is maintained, recognizing that some of the Recipient’s obligations may not be possible for the Third Party Funding Agreement Manager to fulfil, e.g. financial statements prepared in accordance with DIAND’s Financial Reporting Requirements, certain accountability requirements which are of a governance nature; and the Recipient’s participation with and support of the Third Party Funding Agreement Manager in the resolution of the default and/or the difficulties which gave rise to the default.

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3. PURPOSE/OBJECTIVE

The TPFAM may be asked to carry out advisory, administrative or capacity development roles. Administrative roles include safeguarding the financial operations required in support of delivery of programs and services to First Nation communities while assisting the Recipient to be in a position to administer the funding in the near future. The TPFAM may be asked, and as specified in the TPFAM Call-up, to

- a) Administer, in whole or in part, the Recipient’s funding agreement and its obligations set out in the funding agreement;
- b) Act as facilitator between the Recipient and its creditors to negotiate repayment plans, if required;
- c) Assist the Recipient to remedy default in order to facilitate the return of administration of the funding agreement to the Recipient, including the preparation and implementation of the Management Action Plan identified in the third party funding agreement management. This may include the provision of advice on the resolution of difficulties as well as capacity development, including the preparation and implementation of strategy as defined in the policy.

4.1 Funding for Programs and Services

- a) Accept, competently administer, and professionally manage all funding advanced by Canada pursuant to and only for the purposes expressly provided for in this funding agreement, including implementing procedures to facilitate program management and to support financial control, and account to Canada for the use of the funding advanced and the results achieved;
- b) Ensure that no funding advanced by Canada to the Third Party Funding Agreement Manager in a fiscal year is expended for any purpose other than for programs and services that are set out in the agreement and that are delivered in the same fiscal year;
- c) Notwithstanding anything to the contrary set out in the funding agreement, meet the delivery standards for the programs and services set out in the funding agreement with the Recipient;
- d) Assume and carry out the obligations of the Recipient related to programs and services as set out in the funding agreement.
- e) Effectively and efficiently deliver, on behalf of the Recipient, the programs and services set out in the funding agreement with the Recipient, in accordance with the program delivery and reporting requirements in the funding agreement.
- f) Provide Canada with reports as prescribed in the funding agreement, as amended from time to time, and other reports as Canada may require by written notification.
- g) Meet the due dates for reporting set out in the funding agreement with the Recipient.
- h) The Third Party Funding Agreement Manager shall ensure qualified personnel deliver the programs and services for which funding is provided under this agreement.
- i) The Third Party Funding Agreement Manager shall:
 - determine which of the Recipient’s staff are necessary for the continuance of programs and services;
 - not terminate the employment of Recipient staff or hire staff on behalf of the Recipient;
 - pay, on the Recipient’s behalf, salaries and benefits of such staff to the extent that funds are provided under the funding agreement for this purpose.

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- j) Where the Third Party Funding Agreement Manager pays, on the Recipient's behalf, salaries and benefits of such staff, the Third Party Funding Agreement Manager shall in consultation with the Canada Revenue Agency, open a secondary account using an extension to the Recipient's employer number, and complete all reporting and statutory deductions at source; and make best efforts to comply with any collective agreements covering the Recipient's employees;
- k) Where the Third Party Funding Agreement Manager requires assistance with the administration of the funding or the delivery of services beyond that which is provided by Recipient staff funded under the funding agreement, the Third Party Funding Agreement Manager may hire persons for this purpose provided that the Third Party Funding Agreement Manager hires them under written employment contracts that provide that the employment is temporary and may be terminated on short notice; and
- l) The Third Party Funding Agreement Manager shall comply with all applicable employment laws including the *Canada Labour Code*.

4.2 Funding Account

- a) The Third Party Funding Agreement Manager shall establish and maintain an account (hereinafter “Funding Account”) with a recognized Canadian Financial Institution in the Third Party Funding Agreement Manager's name, in trust, with the explicit notation that the account is established “in trust” into which all payments advanced by Canada under this agreement shall be deposited.
- b) Where the identity of the Recipient's primary banking facility for funding by Canada immediately prior to the appointment of the Third Party Funding Agreement Manager is known to the Third Party Funding Agreement Manager, and where that facility is a recognized Canadian Financial Institution, the Third Party Funding Agreement Manager shall establish and maintain the funding account in that financial institution, unless, in the Third Party Funding Agreement Manager's opinion, it is inconsistent with the purposes of this agreement to establish or maintain the funding account in the Recipient 's primary banking facility.
- c) For further clarity, the Third Party Funding Agreement Manager shall not draw its remuneration from the funding account.

4.3 Notice to the Public and to the Recipient's Financial Institution

- a) The Third Party Funding Agreement Manager shall, upon appointment, or as soon thereafter as is reasonably possible:
 - Provide public notice in a local newspaper of the appointment of the Third Party Funding Agreement Manager to administer funding for the provision of programs and services; and
 - If the financial institution where the Recipient held accounts immediately prior to the appointment of the Third Party Funding Agreement Manager is known to the Third Party Funding Agreement Manager notify that financial institution of the appointment.

4.4 Financial Reporting

- a) Maintain financial records, in accordance with *Generally Accepted Accounting Principles (GAAP)* and the requirements of this framework agreement
- b) Prepare annual Audited Consolidated Financial Statements (ACFS) in accordance with the Public Sector Accounting Board (PSAB) standards.

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- c) Provide to Canada and the Recipient, annual *Audited Consolidated Financial Statements, the Schedule of Remuneration and Expenses* paid to chiefs and councilors (of the Recipient or any entity that it controls) and, where required, remaining reports.
- d) Provide such statements to Canada and the Recipient within 120 calendar days from the end of the recipient’s fiscal year end.
- e) Make copies of the following available to the membership of the First Nation :
 - The Audited Consolidated Financial Statements
 - The Schedule of Remuneration and Expenses
 - The auditor’s written report respecting the consolidated financial statements; and
 - The auditor’s report or review engagement report respecting the schedule of remuneration.
- f) Publish the aforementioned reports within 120 days of the end of the First Nation organization’s year end and inform Canada of the location of the posting. The reports may be published on:
 - The First Nation organization’s website; or
 - Any other website.
- g) Provide the Recipient’s auditor, copies of the Third Party Funding Agreement Manager’s *Audited Consolidated Financial Statements and Schedule of Remuneration and Expenses* for chiefs and councilors, which were provided to Canada and the Recipient. Such provision is to be made on or before the date the such documents are provided to Canada and the Recipient (within 120 calendar days from the end of the recipient’s fiscal year end).
- h) Provide Canada and the Recipient, quarterly (or more often as Canada may require) unaudited statements of revenue and expenditure for each program and service funded under this agreement, within thirty (30) calendar days of the end of each calendar quarter and monthly variance reports that establish comparisons between budgets and actual expenditures.
- i) Maintain proper and accurate books and records relating to this framework agreement and keep such books and records, including records acquired from the Recipient or another Third Party Funding Agreement Manager for the purposes of carrying out its obligations under this framework agreement, for a period of at least seven (7) years from the termination or expiry of this framework agreement.
- j) Copies of accounting records must be given to the Recipient and Recipient administrative staff.

4.5 Accountability

- a) The Third Party Funding Agreement Manager shall maintain a system of accountability to the Recipient’s community members that meets or exceeds the requirements set out in the funding agreement between Canada and the Recipient. This may include the following:
 - Decision making processes of the Third Party Funding Agreement Manager affecting individuals shall be made known to the individual that may be affected by the decision. An individual or individuals that dispute decisions of the Third Party Funding Agreement Manager shall have an opportunity to be heard by the Third Party Funding Agreement Manager; and the outcomes of decisions by the Third Party Funding Agreement Manager on such dispute shall be disclosed to the affected individual(s).
 - The Third Party Funding Agreement Manager shall make best efforts to keep the Recipient and community members informed in respect of progress under this agreement, and shall, during the term of this agreement initiate, at a minimum,

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quarterly information sessions with the Recipient and its community members to provide updates on any decisions and actions taken under this framework agreement. If the Third Party Funding Agreement Manager encounters difficulty in arranging such information sessions, the Third Party Funding Agreement Manager must either conduct these information sessions in an off-reserve location or make best efforts to provide relevant information by mail to community members.

- The Third Party Funding Agreement Manager shall inform community members on how they can communicate with the Third Party Funding Agreement Manager. The Third Party Funding Agreement Manager shall respond to inquiries from community members.

4.6 Financial Advisory

- a) The Third Party Funding Agreement Manager shall approach the Recipient's leadership to offer advisory assistance in the following areas:
 - management and repayment of the Recipient's debt;
 - capacity-building in the administration of funding for programs and services; and
 - address any difficulties which gave rise to default under a funding agreement.
- b) For the purpose of providing such advisory assistance the Third Party Funding Agreement Manager seek the Recipient's written consent to:
 - Review the Recipient's records, books and reports;
 - Review and assess the management and financial systems of the Recipient;
 - Review and analyse any arrangements between the Recipient and its creditors with respect to Recipient debt;
 - Review and analyse any Management Action Plans as defined in any funding agreements; and
 - Facilitate discussions between the Recipient and its creditors on repayment and renegotiation of the Recipient's debt.

Management Action Plan

Within sixty (60) calendar days of the date of execution of this agreement, or, if sixty (60) calendar days is not reasonably adequate for this purpose, then at such later date as the parties to this agreement may agree upon in writing, the Third Party Funding Agreement Manager shall prepare a Management Action Plan which shall include:

- According to the Third Party Funding Agreement Manager's best information, an aged listing of the Recipient's accounts receivable and accounts payable and a list of the Recipient's debt;
- Terms and payment obligations on amounts owing, including a description of any pre-existing repayment or renegotiation arrangements between Recipient and its creditors and the terms and conditions of such arrangements;
- A list, according to the Third Party Funding Agreement Manager's best information, of all sources of Recipient funds that the Third Party Funding Agreement Manager recommends the Recipient draw upon to make Recipient debt repayments;
- Proposed repayment schedules for the Recipient debt having regard to any arrangements between the Recipient and its creditors with respect to the Recipient debt; and
- Other recommendations to the Recipient that would address the Recipient's capacity to administer funding for programs and services and any difficulties which gave rise to default under a funding agreement.

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The Third Party Funding Agreement Manager shall seek and, where possible, obtain Recipient support for the Management Action Plan. This should take the form of the Recipient's written approval of the Management Action Plan; and the Recipient's consent to provide the Management Action Plan to Canada for the purposes of reviewing the progress of the Recipient to address default and of the Third Party Funding Agreement Manager in complying with the terms and conditions of this framework agreement.

The Third Party Funding Agreement Manager shall amend the Management Action Plan as required and in so doing shall follow due process with respect to any amended Management Action Plan. The Third Party Funding Agreement Manager shall make any amended Management Action Plan available forthwith to the Recipient, and, on Recipient consent, to Canada.

The Third Party Funding Agreement Manager shall provide to Canada quarterly written progress reports on the preparation of the Management Action Plan and, in consultation with the Recipient, on the implementation of the Management Action Plan by the Recipient.

4.7 Reporting

- a) The Third Party Funding Agreement Manager is accountable to the Recipients and Canada in several ways:
 - Quarterly financial reports for each program and service funded under the third party funding agreement management framework agreement to be provided to the First Nation / Aboriginal Community, DIAND and/or other federal government department named in the call-up.
 - Quarterly written progress reports on the preparation of a Management Action Plan by the Third Party Funding Agreement Manager and also, where the Recipient consents, on the Management Action Plan's implementation by the Recipient.
 - Quarterly information sessions with the Recipient and its community members must be arranged to provide updates on any decisions and actions taken under the third party funding agreement management framework agreement.
 - Audited financial statement to be provided to the Recipient and DIAND or other federal government department named in the call-up within 120 calendar days of the end of the fiscal year in which funding is advanced to the Third Party Funding Agreement Manager.
- b) For monthly progress payment option: Monthly reports summarizing activities conducted and funds expended by the Third Party Funding Agreement Manager. The monthly reports are in support of the Third Party Funding Agreement Manager's monthly invoice.
- c) The Third Party Funding Agreement Manager shall notify Canada when another federal government department issues a call-up for third party funding agreement management services with the same recipient.
- d) The actual call-up will describe the specific statement of work, level of effort, financial limitation and duration of the project / assignment.

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FRAMEWORK AGREEMENT
APPENDIX C – GENERAL CONDITIONS**

1. Assignment of Agreement

This agreement shall not be assigned, in whole or in part, by the TPFAM without the prior written consent of Canada and any purported assignment made without that consent is void and of no effect. No assignment of the agreement, in whole or in part, shall relieve the TPFAM from obligation under this agreement, or impose any liability upon Canada.

2. Audit by Canada

- 2.1 Canada may audit or cause to have audited the accounts and records of the TPFAM at any time during the term of this agreement or within seven (7) years of the termination or expiration of this agreement, in order to:
- a) Assess or review the TPFAM's compliance with the terms and conditions of this agreement;
 - b) Review the TPFAM's program management and financial control practices in relation to this agreement; and
 - c) Confirm the integrity of any data which has been reported by the TPFAM pursuant to this agreement.
- 2.2 The scope, coverage and timing of any audit under subsection 2.1 shall be determined by Canada and may be carried out by one or more auditor(s) employed or contracted by Canada, and may be carried out without advance notice.
- 2.3 In the event of an audit under subsection 2.1, the TPFAM shall:
- a) Upon request by the auditor referred to in subsection 2.2, provide to those auditors all accounts and financial and non-financial records maintained by the TPFAM relating to any TPFAM Call-up under this agreement and to the funding provided under any TPFAM Call-up, including all original supporting documentation and any accounts and records acquired from the Recipient or any other TPFAM for the purposes of carrying out the TPFAM's obligations;
 - b) Allow those auditors to inspect such accounts and records and, except where prohibited by law, to take copies and extracts of such accounts and records;
 - c) Provide to those auditors such additional information as they may require with reference to such accounts and records; and
 - d) Provide all necessary assistance to those auditors, including providing them with access to the TPFAM's premises.
- 2.4 **For further clarity,**
- a) Any audit under subsection 2.1 does not limit the TPFAM's obligations to have financial statements and, where applicable, statements of revenues and expenditures audited under Appendix B-1; and
 - b) This section survives the termination or expiration of this agreement.

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3. Conflict of Interest

- 3.1 The TPFAM shall not conduct any business with the Recipient or its community members except as provided for in the TPFAM Call-up for the duration of the TPFAM Call-up and thereafter until all requirements of the TPFAM Call-up are fulfilled to Canada’s satisfaction.
- 3.2 A conflict of interest is defined as a situation in which a Third Party Funding Agreement Manager has private interests that could improperly influence the performance of this Third Party Funding Agreement Manager’s official obligations and responsibilities or in which the Third Party Funding Agreement Manager uses this Framework Agreement for personal gain.
- 3.3 Before entering into a TPFAM Call-up, Canada requires all Third Party Funding Agreement Managers to sign a “Conflict of Interest Declaration for Third Party Funding Agreement Manager” form (Appendix E) regarding all outside activities or assets that might give rise to a conflict of interest with respect to their Third Party Funding Agreement Framework Agreement obligations and the recipient.
- 3.4 In the event that the TPFAM, in the course of fulfilling its obligations under a TPFAM Call-up, finds itself in an actual or potential conflict of interest situation as a result of the TPFAM’s past, current or anticipated provision of services to the recipient, including its organizations, companies, individuals or other legal entities, the TPFAM shall:
 - a) Declare the actual or potential conflict of interest to Canada by written notification;
 - b) Where the interests of the Recipient may be affected, declare the actual or potential conflict to the Recipient;
 - c) Take immediate measures to address the actual or potential conflict of interest.

4. Indemnity and Liability

- 4.1 The TPFAM shall indemnify and save harmless Canada and its representatives from and against all damages, claims, liabilities, and demands arising directly or indirectly from any act, omission, or negligence of the TPFAM, any breach of this agreement by the TPFAM and performance or non-performance in whole or in part of the TPFAM’s obligations under this agreement.
- 4.2 Canada will not be liable for any losses, claims, damages, or expenses relating to any injury, disease, illness, disability or death of the TPFAM or any employee, agent, or representative of the TPFAM or the Recipient, or loss or damage to any property, caused or alleged to be caused as a result of activities carried out under this agreement.
- 4.3 Canada will not be liable for any negative consequences or extra costs arising out of the TPFAM’s following any advice given by Canada, whether given without or upon invitation by the TPFAM, unless the advice was provided to the TPFAM in writing by Canada and was accompanied by a statement specifically relieving

**APPENDIX “B”
THIRD PARTY FUNDING AGREEMENT MANAGEMENT
FRAMEWORK AGREEMENT**

the TPFAM of any responsibility for negative consequences or extra costs that might arise from following the advice.

- 4.4 This section survives the termination or expiration of this agreement.

5. Misconduct and Legal Processes

- 5.1 The TPFAM shall provide to the appropriate policing authority, all evidence of fraud or other criminal conduct related to the subject matter of this agreement.
- 5.2 In the event that the TPFAM receives a complaint or an allegation by any person against the TPFAM or the Recipient alleging any civil or criminal wrongdoing, the TPFAM shall immediately notify Canada in writing.
- 5.3 The TPFAM shall, at its own expense, take all appropriate steps to timely respond and, as appropriate, defend against any legal process with which the TPFAM is served or of which the TPFAM becomes aware that is in any way related to this agreement or to the TPFAM’s obligations under this agreement or that might impair the TPFAM’s ability to fulfill its obligations under the agreement.
- 5.4 This section survives the termination or expiration of this agreement.

6. Borrowing or Loans

- 6.1 The TPFAM shall not borrow or use borrowed funds to make expenditures under the TPFAM Call-up.
- 6.2 The TPFAM shall not make, secure, guarantee or co-sign any loans to or for the Recipient or any of its community members, either from funding provided under the TPFAM Call-up or from any other source.

7. Obligations of the TPFAM

- 7.1 The TPFAM shall:
- a) Take all necessary action to maintain itself in good standing, to preserve its legal capacity, to maintain the security screening , and to inform Canada without delay of any failure to do so;
 - b) Complete the work described under the TPFAM Call-up and take all necessary action to carry it out successfully within the limits set out in any TPFAM Call-up and in accordance with good business practice and using qualified staff;
 - c) Disclose to Canada, without delay, any fact or event that would or might compromise the chance of success of the work or its ability to carry out any of the conditions of this agreement, either immediately or in the long term, including but not limited to, pending or potential lawsuits and audits;
 - d) In the acquisition of assets and the letting of service contracts for the execution of the services, the TPFAM shall call upon suppliers to the extent that they are competitive and available.

APPENDIX "B"
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8. Partnership

This agreement does not constitute an association for the purpose of establishing a partnership or joint venture and does not create an agency employment relationship between Canada and the TPFAM.

9. Representation and Warranties

9.1 The TPFAM represents and warrants that:

- a) Where it is incorporated, it is a corporation duly incorporated and in good standing under the laws of Canada or of a province or territory of Canada as the case may be, and will remain in good standing under those laws at all times during the term of this agreement; and
- b) It is not in contravention of any other agreement it may have with the Recipient or any other person by entering into this agreement, and that its duties and obligations under this agreement are not affected by any other agreement it may have with Council or any other person;
- c) That the personnel have the necessary qualifications, including language capacity and experience, to carry out its/their obligations under this agreement;
- d) It has not directly or indirectly paid or agreed to pay to a person, and undertakes not to directly or indirectly make or offer to a person, any payment or other compensation that is contingent upon or calculated upon the basis of degree of success in soliciting or obtaining this agreement or negotiation the whole or any part of its terms;
- e) Where any person who, for payment, during the duration of this Arrangement, undertakes to communicate or arrange a meeting, on behalf of the TPFAM, with any "public office holder" or "designated public office holder" as defined by the Lobbying Act, that person is registered as required by that Act;
- f) Where the TPFAM employs one or more individuals whose duties include communicating, on behalf of the TPFAM, with any "public office holder" or "designated public office holder" as defined by the Lobbying Act, the officer responsible for filing returns for the TPFAM files all returns required by that Act;
- g) No member of the House of Commons or the Senate will be admitted to any share or part of this agreement or to any benefit to arise from this agreement;
- h) No individual to whom the post-employment provisions of the Conflict of Interest Act, the Conflict of Interest and Post- Employment Code for Public Office Holders, or the Values and Ethics Code for the Public Service applies will derive any direct benefit from this agreement unless that individual is in compliance with the applicable post-employment provisions.

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APPENDIX D
TPFAM Call-up Response and Acceptance Form

This TPFAM Call-up is subject to the provisions of the Third Party Funding Agreement Management Framework Agreement.

Identification of the Parties

Consulting Entity Data		DIAND Representative	
Legal Name		Name	
Mailing Address		Title	
Location Address if different from mailing address		Office Address	
Telephone Number		Telephone Number	
Fax No		Fax No	
E-mail Address		E-mail Address	

Duration of this TPFAM Call-up: **Between the date of acceptance by Canada and the (end date)**

Remuneration for Third Party Funding Agreement Manager

Name of Personnel	Level of Effort (in days or portions thereof)	Per Diem Rate	Total Fee Cost
		\$	\$
		\$	\$
		\$	\$
Total Maximum Remuneration			\$

Please note that quoted fee rates cannot exceed those in the signed Third Party Funding Agreement Framework Agreement.

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Travel and Living Expenses - Estimate for Budget Purposes

Travel Living Expenses (Itemize required travel/transportation costs, including any/all flights, mileage, accommodations and meal/incidental expense allowances, for the number of days required)	Maximum Amount per Item	Number of Days	Maximum Amount
Transportation (provide details)			
Accommodation (provide details)	\$ _____ Per day		
Meals	\$ _____ Per day		
Incidental Expenses	\$ _____ Per day		
Maximum Amount of Total Travel and Living Expenses			\$ _____

Total Cost of TPFAM Call-up

Total Fee Cost excluding GST/HST	\$ _____
Total Travel and Living Expenses	\$ _____
Applicable GST/HST	\$ _____
Total Cost of TPFAM Call-up	\$ _____

I (name of consulting entity) have chosen the Method of Payment indicated in the table below.

	Method of Payment	
Option 1	Monthly progress payments subject to a 10% holdback	Yes/No
Option 2	Quarterly milestone payments without holdback	Yes/No

Termination

Upon notice Canada may terminate this TPFAM Call-up:

- a) if the Third Party Funding Agreement Manager's performance is not satisfactory to Canada's evaluation (quarterly evaluation done by Canada - see Annex B – Third Party Funding Agreement Manager Performance Measurement Framework);
- b) if the work or need is no longer required by Canada.

**APPENDIX “B”
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I (name of consulting entity) am willing to undertake the third party funding agreement management as described in Annex A and for the duration of the assignment at the cost quoted above. I (name and title) am the authorized representative.

Signature

Date

Representing Department of Indian Affairs and Northern Development Canada, I (name and title of authorized representative) accept your proposal as above.

Signature

Date

Attachments:

- Annex A – Specific Description of Third Party Funding Agreement Management;
- Annex B – Third Party Funding Agreement Manager Performance Measurement Framework;
- Annex C – Recipient Funding Agreement(s).

**APPENDIX “B”
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APPENDIX E**

Conflict of Interest Declaration for Third Party Funding Agreement Manager Form

Before entering into a TPFAM Call-up, Canada requires all Third Party Funding Agreement Managers to sign a “Conflict of Interest Declaration for Third Party Funding Agreement Manager” form regarding all outside activities or assets that might give rise to a conflict of interest with respect to their Third Party Funding Agreement Framework Agreement obligations and the recipient.

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"PROTECTED B ONCE COMPLETED"
Conflict of Interest Declaration for Third Party Funding Agreement Manager

Recipient Name: _____

Third Party Funding Agreement Manager: _____

As a Third Party Funding Agreement Manager working in collaboration with Department of Indian Affairs and Northern Development Canada (DIAND) and <RECIPIENT NAME>, I commit to applying and upholding fundamental principles and rules of ethical conduct. In doing so, I represent and warrant to:

- Provide Chief and Council and DIAND information concerning potential conflicts of interest and bias that could impede my judgment and independence.
- Adhere to the principles that are relevant to my profession and its governing body's code of ethics, if applicable.
- Adhere to the Rules of Conduct expected from an independent Third Party Funding Agreement Manager.

There are no circumstances that may impede my independence and/or objectivity during this assignment.

There are circumstances that may impede my independence and/or objectivity during this assignment.

I hereby disclose the following real, apparent and potential conflicts of interest:
(please provide details)

Printed Name: _____

Signature: _____

Date: _____

APPENDIX "B"
THIRD PARTY FUNDING AGREEMENT MANAGEMENT
FRAMEWORK AGREEMENT
APPENDIX F
French Language Certification Form

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

I certify that the proposed resource(s) who will be assigned work in the province of Quebec are able to communicate in French and English (reading, oral and in writing), and consent to its verification upon the request of Canada

Signature of authorized person

Date

**APPENDIX “C”
AGREEMENT FOR THIRD PARTY MANAGEMENT**

APPENDIX “C” – AGREEMENT FOR THIRD PARTY MANAGEMENT

Instructions:

- This agreement is to be completed and signed by both DIAND and the Third Party representatives.
- The following security screening form is to be completed by the third party involved in the performance of the work under this agreement prior to the commencement of the work and gaining access to Departmental information and IT systems:
 - <http://publiservice.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.pdf>
- The completed security screening form(s) is to be provided to the Security office of the Department for assessment.
- A copy of the completed signed Agreement is also to be provided with the screening form(s).
- The DIAND representative will be informed once the Reliability Status is/are granted.

APPENDIX "C"
AGREEMENT FOR THIRD PARTY MANAGEMENT

**Letter of Agreement between DIAND and Third Parties affiliated with the Work for the
(XXX First Nation Community)**

I, _____ (print name) will fulfill the duties as a third party affiliated with the work for the (XXX First Nation Community), as set out below, to the best of my abilities.

1. I will abide by all of the department of Indian Affairs and Northern Development Canada's (DIAND's) security procedures attached to this document. I acknowledge receipt and understanding of these existing procedures and promise to familiarize myself with any amendments to them, forthwith after receipt of such amendments.
2. I understand and agree that information received by me in the process of performing my duties in relation to this community are subject to the Policy on Government Security and may be also subject to the Privacy Act and remain the property of DIAND. Without the prior written authorization of DIAND or of the First Nation to whom the information relates, this information can only be viewed by myself and may only be used for the purposes of the (XXX First Nation) on behalf of DIAND.
3. I agree to notify DIAND authorities of any unauthorized access, disclosure or misuse of the sensitive information of which I become aware. I will furnish full details of the incident immediately noting the corrective action taken to prevent a recurrence of the incident.
4. I agree to provide background information necessary to proceed with a criminal record check for the purposes of qualification as a third party affiliated with the work for (XXX First Nation Community).

I, the undersigned, UNDERSTAND, AGREE AND CONSENT TO THE ABOVE:

DATE: _____

SIGNED: _____

PRINT NAME: _____

DIAND Representative:

DATE: _____

SIGNED: _____

PRINT NAME: _____

Attachment:

General Security Requirements

APPENDIX "C"
AGREEMENT FOR THIRD PARTY MANAGEMENT

GENERAL SECURITY REQUIREMENTS

GENERAL CONDITIONS

- f. The third party shall provide and maintain a system of security controls within the organization in accordance with the requirements of the Policy on Government Security and the requirements described below.
- g. The Government will identify PROTECTED information or materials with one of the following security classifications as appropriate: PROTECTED A or PROTECTED B. The Department will give written notice of subsequent changes in the security classification. The third party will safeguard PROTECTED information or materials according to the requirements set out in the Policy and as per stipulated in this document.
- h. The third party requiring access to PROTECTED information, assets or sensitive work site(s) must hold a valid personnel security screening at the Reliability Status level, granted or approved by the Government of Canada.
- i. The Government agrees, on written application, to grant RELIABILITY status to the eligible third party requiring access to SENSITIVE information or materials identified as PROTECTED. For purposes of this paragraph, the determination of eligibility shall be within the sole discretion of the Aboriginal Affairs and Northern Development Canada (DIAND) department.
- j. The third party shall not disclose PROTECTED information or materials individual, or organization unless authorized by the DIAND department.

SECURITY COSTS

The Department shall not be liable for any costs or claims of the third party arising out of this Agreement or instructions issued hereunder.

SAFEGUARDING OF PAPER DOCUMENTS

It is important to properly store and transmit sensitive information. This will assist in reducing the risk of unauthorized access, disclosure or compromise of classified and/or protected information

Sensitive documents must be safeguarded in approved containers. The following is a list of the most commonly approved security containers:

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AGREEMENT FOR THIRD PARTY MANAGEMENT

Security steel, Cap, Global model FG36-2FCL, Filing Cabinet with Integral Combination Lock - **Lateral (two drawer)**

Dimensions: 36"w, 18"d, 26 5/8"h

NATO Stock Number: 7110-20-002-8735

Security steel, Cap, Global model FG36-4FCL, Filing Cabinet with Integral Combination Lock - **Lateral (four (4) drawer)**

Dimensions: 36"w, 18"d, 26 5/8"h

NATO Stock Number: 7110-20-002-8736

Filing Cabinet - Security Cabinet (two-drawer safe)

Dimensions: 19" wide, 28" deep, 27 3/8" high, weight 250 lbs.

NATO Stock Number - 7110-21-852-6693

Filing Cabinet - Security Cabinet (four-drawer safe)

Dimensions: 19" wide, 28" deep, 51 3/8" high, weight 450 lbs

NATO Stock Number: 7110-21-852-6695

TRANSPORTATION

Physical Transportation of Paper Records and Electronic Devices:

- **Protected** documents must be securely packaged in folders carried in a locked briefcase.
- Store **sensitive** electronic documents on encrypted removable media (USB key) that use approved Government of Canada standards.
- Select strong passwords for your encrypted USB keys. The level of protection provided by such devices is directly related to the strength of the password chosen.
- **Sensitive** paper records and removable media must be kept under the constant control of the third party, including during meals and during travel.
- When carrying **sensitive** data outside of the premises, data must be stored on a FIPS 140-2 or above (ex: FIPS 140-3) certified removable media device, encrypted with AES 128, 192 or 256 bit algorithm and not be copied to a device which does not meet these requirements. <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
- Portable media devices containing **sensitive** information are equivalent to paper records and are to be physically stored within an appropriate security container such as those listed above.

Prevention Tips While in Transit:

- Prior to travel: Make an inventory of information.
- Public Areas: Sensitive information must never be read, displayed, discussed or used in public areas.
- Overnight Stopovers: Not to be left unattended.
- Travelling by Car: Locked in trunk while travelling. Never to be left unattended in vehicle.

**APPENDIX “C”
AGREEMENT FOR THIRD PARTY MANAGEMENT**

- Travelling by Air: Bring with you as a carry-on.
- Hotels/Conference Centers: Be careful about sensitive conversations in hotel conference rooms.
Never use hotel reception staff or devices to fax, receive or copy sensitive information.
Ensure all participants have the proper security clearance and the need-to-know.

In the event a device or a document is lost or stolen, it must be reported immediately to the Department.

ELECTRONIC STORAGE OF DATA

When there is a requirement to store or transport departmental data outside of DIAND premises or off DIAND's internal network, the third party must ensure that the data remains secure at all times by adhering to the following requirements:

- Computing devices used to process DIAND data are equipped with up to date Anti-Virus which is configured to automatically receive and install product updates.
- Computing devices used to process departmental data must be equipped with up to date software and Operating System versions, and configured to automatically receive and install updates.
- Computing devices are protected by a firewall (be it a network perimeter firewall appliance or host based firewall application installed on the computer).
- The contract third party or has the means to securely dispose of electronic data in accordance with CSEC standards. (<http://www.cse-cst.gc.ca/its-sti/publications/itsq-csti/itsq06-eng.html>).

ELECTRONIC TRANSMISSION OF DATA

The section provides the accepted methods in which data can be exchanged between DIAND, the First Nation and the third party based on the level of sensitivity of the information. The third party may use a combination of these transmission methods in order to share information with DIAND.

Classification Level	DIAND Approved Transmission Methods	Requirements
Protected A	Email	<ul style="list-style-type: none"> • Each user has their own corporate e-mail account which is protected with a username and password. • The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc)
	Fax	<p>The third party can transmit Protected A Data to DIAND via fax so long as the following requirements are met:</p> <ul style="list-style-type: none"> • The sending fax machine is located on the third party's premises • The sender contacts the recipient to confirm fax number and advise recipient of incoming fax • Recipient is present at the fax machine ready to receive fax

**APPENDIX “C”
AGREEMENT FOR THIRD PARTY MANAGEMENT**

		<ul style="list-style-type: none"> • Sender obtains confirmation of receipt from sender
	Wireless Communications	<p>If a wireless access point is installed on the third party’s premises, and devices processing DIAND data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards</p> <ul style="list-style-type: none"> • The administrator user name and password must be changed from their default values. • SSID must be changed from its default value. • Encryption must be configured to a minimum WPA2 with AES encryption.
Protected B	Entrust Encrypted and Digitally Signed E-mail	<p>In order to transmit Protected B data via e-mail, the data must be encrypted using a GOC PKI certificate and Entrust Software.</p> <ul style="list-style-type: none"> • The third party has a valid GOC PKI Certificate. • Entrust Software is installed on the third party’s PC/laptop. • E-mail is encrypted with one of the following encryption algorithms: <ul style="list-style-type: none"> ▪ CAST5-128 Bit ▪ 3DES-168 Bit ▪ AES-128 Bit ▪ AES-192 Bit ▪ AES-256 Bit • One of the following algorithms is used to digitally sign E-mails: <ul style="list-style-type: none"> ▪ RSA (Rivest, Shamir, Adleman) ▪ DSA (Digital Signature Algorithm) ▪ ECDSA (Elliptic Curve Digital Signature Algorithm) • One of the following Hash functions is used in the generation of digital signatures: <ul style="list-style-type: none"> ▪ SHA-1 (not valid after 2013) ▪ SHA-224 ▪ SHA-256 ▪ SHA-384 ▪ SHA-512

**APPENDIX “C”
AGREEMENT FOR THIRD PARTY MANAGEMENT**

	Wireless Communications	<p>If a wireless access point is installed on the third party’s premises, and devices processing DIAND data and information will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:</p> <ul style="list-style-type: none"> • The administrator user name and password must be changed from their default values. • SSID must be changed from its default value. • Encryption must be configured to a minimum WPA2 with AES encryption. • The wireless infrastructure must provide a means to uniquely identify and authenticate users (not only devices).
	DIAND Secure File Exchange	<ul style="list-style-type: none"> • A personally identifiable unique username and password is assigned to the user by DIAND • The third party has read and agrees to abide to the Secure File Exchange Acceptable Use Policy (https://efse-sfee.aadnc-aandc.gc.ca/policy/sfe_Acceptable_use_policy.html)
	DIAND Collaboration Service	<ul style="list-style-type: none"> • A personally identifiable unique username and password is assigned to each user by DIAND.
	Fax	<p>The third party can transmit Protected B Data to DIAND via fax so long as the following requirements are met:</p> <ul style="list-style-type: none"> • The sending fax machine is located on the third party’s premises • The sender contacts the recipient to confirm fax number and advises recipient of incoming fax • Recipient is present at the fax machine ready to receive fax • Sender obtains confirmation of receipt from sender

REMOTE CONNECTIVITY TO DIAND NETWORK

The third party may be required to have remote access to the DIAND network and IT Systems. The remote access is to be configured in the following manners:

- The third party will gain remote access to the DIAND network through the Citrix Portal <https://pa-ap.aadnc-aandc.gc.ca> or by a Virtual Private Network (VPN) secured by IPSec using one of the following encryption algorithms:
 - 3DES (168 bit)
 - AES-128
 - AES-192
 - AES-256
- A unique identifier and password is assigned to each user and is used to authenticate the user to the DIAND network.

**APPENDIX “C”
AGREEMENT FOR THIRD PARTY MANAGEMENT**

Xxx

The third party must comply with the requirements in this document and is his or her responsibility to:

- Comply with these requirements;
- Immediately report the loss or theft of any media devices containing DIAND data to DIAND’s Departmental Security Officer
- Notify DIAND’s Departmental Security Officer regarding any security breach or suspected security breach which could impact DIAND data; and
- Inform all staff who will be handling DIAND data of these requirements.

Failure to comply with these requirements is a breach of contractual obligations and may result in contract termination.