

**REQUEST FOR INFORMATION**  
DEFENCE INNOVATION RESEARCH PROGRAM  
ON BEHALF OF  
DEFENCE RESEARCH AND DEVELOPMENT CANADA

FILE # W7714-16-6154/A

**1. PURPOSE:**

The purpose of this Request for Information (RFI) is to seek information and feedback from industry and academia on their interest, capacity and ability to provide research and development services to Defence Research and Development Canada (DRDC). The Rules of Engagement for this activity are enclosed as **Attachment 1**, a list of proposed questions is enclosed as **Attachment 2** and the draft Call for Innovation (CFI) is enclosed as **Attachment 3**.

**2. BACKGROUND:**

The Defence Innovation Research Program (DIRP) is led by Defence Research and Development Canada (DRDC). As an Agency of the Department of National Defence (DND), DRDC responds to the scientific and technological needs of the Canadian Armed Forces (CAF). The primary objective of the DIRP is to benefit Canada by supporting the strategic research interests of the CAF and introducing new and innovative technologies into DND. In addition, the program supports and complements the strategic objectives associated with DRDC. The program is designed to provide research and innovation opportunities to the Canadian defence and security industrial and academic base through the provision of cost-shared contracts and scientific support. DIRP is about fulfilling a gap and providing direct benefit to Canada, achieving objectives and assisting in delivering on DRDC's mandate. The DIRP is intended for DRDC to gain knowledge from industry and academia-initiated research projects relevant to the defence of Canada.

**3. REQUIREMENT:**

DRDC has a requirement for innovation services to be provided in support of research and development. Proposed Innovations must demonstrate how they respond to and address at least one (1) of the following six (6) Strategic Objectives listed below.

- a) **Strategic Objective 1 - Developing cueing role and automated tasking:**  
Development of new algorithms, tools, fusion capabilities, target tracking, and CONOPS for RCM follow-on missions' cueing role within a system of systems. This includes automated or near-real-time autonomous and automatic submission of RCM follow-on missions' surveillance taskings with minimal lead time, to permit flexible operations in a system-of-systems environment.
- b) **Strategic Objective 2 - Radar concepts:**  
Maturing of new radar concepts for RCM follow-on missions, including technology identification (e.g., multi-aperture, multi-frequency), and spacecraft and orbital concepts, with a goal of increasing swath coverage and maintaining or improving detection performance.
- c) **Strategic Objective 3 - On-board processing:**  
Maturing of on-board processing capabilities for RCM follow-on missions and development of reliable information products i.e., the analyst is no longer in the loop. This could include both extension of on-board processing for ship detection and identification and development of new on-board processing applications such as in support of Intelligence Preparation of the Battlefield (IPB) and Arctic facility monitoring.
- d) **Strategic Objective 4 - AIS antenna and receiver concepts:**  
Maturing of AIS antenna concepts for RCM follow-on missions, including antenna concepts, such as beam forming across the SAR swath, receiver algorithms, and advanced algorithms amenable to on-board processing, with a goal of improving "first-pass" AIS detection performance and time-lines for association with SAR detection.

- e) **Strategic Objective 5** - Maritime surveillance tools:  
Development, implementation, and pre-operational demonstration of new tools for exploitation of RADARSAT-2 and RCM SAR data for ship detection including ship classification, false alarm rate reduction, and ship velocity estimation.
- f) **Strategic Objective 6** - Land surveillance tools:  
Development, implementation, and pre-operational demonstration of new tools for exploitation of RADARSAT-2 and RCM SAR data for land surveillance including Arctic surveillance, IPB, change detection, topography, terrain classification, shoreline delineation, and littoral zone bathymetry.

#### 4. **ACQUISITION STRATEGY:**

It is anticipated that a bilingual Call for Innovations (CFI) will be posted electronically on the Government Electronic Tendering Site (GETS), Buy and Sell website ([www.buyandsell.gc.ca](http://www.buyandsell.gc.ca)).

This requirement is subject to the Agreement on Internal Trade (AIT).

The process described in this CFI has the unique outcome that the types of innovative goods and services that are being proposed are not responding to an already identified government requirement, but rather are informing that need. Therefore, only one Innovator, the proponent of a pre-qualified Innovation, will be able meet the requirements of the associated procurement. Therefore, in accordance with AIT Articles 506 (a), (b) or (h), this procurement may use procedures that are different from those described in Article 506 (1) through (10).

CFI process for this DIRP.

Innovations submitted under this CFI will be assessed against the criteria tabled in the Mandatory and Point-Rated Criteria. Innovations which meet all mandatory criteria and the minimum point-rated criteria score will be considered as pre-qualified Innovations, which does not guarantee that a contract will be awarded. Once Innovations are selected by the DIR Advisory Committee (DIRAC) from the pool of pre-qualified Innovations, the requirement then becomes a directed procurement, where contracts must be negotiated with the specific supplier. Contracts will be awarded until all available funds for this DIRP - CFI are exhausted.

#### 5. **GOVERNMENT OF CANADA APPLICABLE POLICIES:**

This requirement is subject to the Federal Contractor's Program and Bidders will be required to submit a duly signed certificate of commitment.

The Canadian Content Policy applies to this requirement. The innovator must be a Canadian company or academic institution and 50% (percent) of the work performed on the proposed Innovation will be conducted in Canada

#### **SECURITY CONSIDERATIONS**

Innovators may be required to possess valid security clearances, depending on the nature of the Innovation, in order to have access to information necessary for its execution. DRDC will determine the level of security required for each successful Innovation and will be responsible for establishing a Security Requirements Check List (SRCL) for the requirement.

The Code of Conduct for Procurement and PWGSC's Integrity Provisions will apply.

No other issues currently exist.

**6. INTELLECTUAL PROPERTY RIGHTS:**

SACC Manual clause 2040 (2015-09-03) will form part of the resulting contract clauses.

**7. ENGAGEMENT ACTIVITIES AND OBJECTIVES:**

PWGSC, on behalf of DRDC, intends to gather feedback regarding this requirement using an open dialogue with industry and academia to ascertain that the requirements of the CFI, including mandatory requirements and evaluation criteria, is commensurate with the proposed work description. The Rules of Engagement for this activity are enclosed as **Attachment 1**, a list of proposed questions is enclosed as **Attachment 2** and the draft CFI is enclosed as **Attachment 3**.

This RFI is being posted on GETS for 20 calendar days to allow for industry and academia to adequately respond to proposed questions and provide feedback concerning this requirement. A copy of the draft CFI is enclosed as Attachment 3, including proposed mandatory requirements and point-rated evaluation criteria for industry and academia comments and improvements. The responses received will be used to assist PWGSC / DRDC in finalizing the requirement and in developing achievable objectives and deliverables.

The main objectives of the RFI are to:

1. Assess and comment on the adequacy and clarity of the requirements including the six (6) Strategic Objectives as currently expressed;
2. Gather feedback on the proposed mandatory requirements and point rated evaluation criteria;
3. Gather comments on all other elements of the draft solicitation included with the RFI; and
4. Set up a Stakeholder Day on 16 December 2015 (TBC).

The provided information submitted by industry and academia will assist PWGSC/DRDC to:

1. Determine whether to proceed with the requirement as planned or if further refinement is required;
2. Confirm the proposed procurement strategy, requirements definition, evaluation criteria and other aspects of the CFI; and
3. Become a more "informed buyer" with an enhanced understanding of industrial and academic service offerings in the areas of interest.

## **ATTACHMENT 001**

### **RULES OF ENGAGEMENT FOR STAKEHOLDER CONSULTATIVE PROCESS**

#### **FOR DEFENCE RESEARCH AND DEVELOPMENT CANADA RFI**

An overriding principle of the stakeholder consultation is that it be conducted with the utmost of fairness and equity between all parties. No one person or organization will receive nor be perceived to have received any unusual or unfair advantage over the others.

In order to maximize the benefits of the consultative process, a draft Call for Innovations (CFI) and industry and academia engagement questions are included with this Request for Information (RFI). The RFI will provide all interested parties in industry and academia with the opportunity to participate in the further development of the solicitation by submitting comments, questions, recommendations and suggestions for improvement.

#### **NATURE AND FORMAT OF RESPONSES REQUESTED**

The questions contained in **Attachment 2** are intended to elicit feedback from industry and academia concerning the proposed requirement. It is not expected that all questions will be addressed in each submission, nor should submissions be constrained by the proposed questions. Respondents are requested to provide their comments, suggestions, concerns and, where applicable, alternative recommendations regarding how the requirements or objectives described in this RFI could be satisfied. Respondents are invited to respond to Canada's questions and provide comments regarding the content and format of any draft documents included in this RFI. Respondents should explain any assumptions they make in their responses.

#### **RESPONSE COSTS**

Canada will not reimburse any respondent for expenses incurred in responding to this RFI.

#### **TREATMENT OF RESPONSES**

1. **Use of Responses:** The responses received may be used by Canada to develop or modify strategies and/or any contracting documents, clauses, terms and conditions. Canada will review all responses received by the RFI closing date. Canada may, in its discretion, review responses received after the RFI closing date.
2. **Review Team:** A review team composed of representatives of the Government of Canada will review the responses.
3. **Confidentiality:** Respondents should mark any portions of their response that they consider proprietary or confidential. All submissions will be held by Canada on a commercial-in-confidence basis and remain the property of Canada after they have been received. Canada will handle the responses in accordance with the Access to Information Act.
4. **Follow-up Activity:** Canada may, at its sole discretion, contact any respondents to follow up with additional questions or for clarification of any aspect of a response. Furthermore, a detailed Summary of Feedback and Outcomes will be released on the Buy and Sell website.

## RESPONSE FORMAT

1. **Title Page:** The first page of each volume of the response should contain:
  - 1.1 The title of the respondent's response and the volume number;
  - 1.2 The name and address of the respondent;
  - 1.3 The name, address and telephone number of the respondent's contact;
  - 1.4 The date; and
  - 1.5 The RFI number.
2. **Numbering System:** Respondents are requested to prepare their response using a numbering system corresponding to the one in this RFI. All references to descriptive material, technical manuals and brochures included as part of the response should be referenced accordingly.
3. **Number of Copies:** Canada requests that respondents submit electronically by email one (1) copy of their response.

## LANGUAGE OF RESPONSE

Responses may be submitted in French or English, at the preference of the respondent.

## RESPONSE PARAMETERS

This RFI document is not a bid solicitation and no contract will result from it.

The issuance of this RFI does not create any obligation for Canada to issue a subsequent CFI and does not bind Canada legally to enter into any agreement or to accept or reject any suggestions.

Canada assumes no responsibility or obligation with respect to the cost related to the preparation of a response. Respondents are reminded that this is an RFI and not a CFI and, in that regard, respondents should feel free to provide their comments and concerns within their responses. Canada reserves the right to seek clarifications from a respondent for any information provided in response to this RFI, either by telephone, in writing or in person.

## SUBMISSION OF RESPONSES

1. **Time and Place for Submission of Responses:** Suppliers interested in providing a response should send it by email to [kate.caves@tpsgc-pwgsc.gc.ca](mailto:kate.caves@tpsgc-pwgsc.gc.ca) by **TBD** at 14:00 EDT. Suppliers wishing to submit their responses via a channel other than email need to contact the procurement officer indicated below.
2. **Responsibility for Timely Delivery:** Each respondent is solely responsible for ensuring its response is submitted on time to the correct email address.
3. **Identification of Response:** Each respondent should ensure that the response is identified and that the name and email address, the RFI number and title appear legibly in the email.

## SUMMARY OF FEEDBACK AND OUTCOMES

The Summary of Feedback and Outcomes document will be distributed to respondents that submitted responses to this RFI, and will be published as a RFI follow-up document on the Government Electronic Tendering Site ([www.buyandsell.gc.ca](http://www.buyandsell.gc.ca)). It is anticipated that the RFI findings document will be distributed within one (1) month after the closing date of the RFI.

## ENQUIRIES

All enquiries and communication with the Government regarding Canada's requirement under this RFI must be directed in writing to the Public Works and Government Services Canada (PWGSC) Contracting Authority as detailed below. Any clarification or information received from other Government officials will not be considered as an official response.

**Kate Caves**

Supply Specialist

Defence Sciences Division

Telephone 819-956-3871

Facsimile 819-997-2229

Email: [kate.caves@tpsgc-pwgsc.gc.ca](mailto:kate.caves@tpsgc-pwgsc.gc.ca)

## **ATTACHMENT 002**

### **PROPOSED QUESTIONS FOR INDUSTRY AND ACADEMIA FEEDBACK**

#### **ADMINISTRATIVE REQUIREMENT**

1. Please provide an impact statement on your ability to bid. If the current draft request for proposal is unduly restrictive (i.e. statement of work, evaluation criteria, or mandatory requirements) please explain why and suggest alternatives.
2. Please indicate your company or institution's ability and that of any subcontractors, to accommodate personnel and facility security requirements, together with controlled goods restrictions:
  - 2.1 Please clearly identify any implications that may affect delivery of the proposed contract in accordance with the requirements of the PWGSC Industrial Security Program.
  - 2.2 If some or all security measures are in progress, please indicate an estimate of when compliance will be achieved.
  - 2.3 If it is not possible to meet some or all security requirements, please substantiate.

#### **REQUIREMENT**

3. Please provide a statement of interest, capacity and ability to provide research and development services to DRDC in the DIRP context.
4. Please provide information if and how your company or institution can access expertise and experts through professional and/or scientific networks.
5. Please provide any questions or comments on the nature and clarity of the CFI.

#### **EVALUATION and BASIS OF SELECTION**

6. How would you propose Canada evaluate bids based on the basis of selection and evaluation criteria proposed in the draft request for proposal.
7. Please provide any suggestions that, in your opinion, may enhance the bidding process and improve the evaluation procedures including evaluation criteria and the basis of selection of the Bidders.
8. For each of the point-rated technical and management criteria, is the description of qualifications and experience adequate to cover the skills and work experience needed for the resource required? (Take into consideration demonstrated experience and education, and the period of time within which the experience is considered to be valid.)

#### **BASIS of PAYMENT**

9. Please describe and provide an example if possible of your pricing model for the services you offer. For example, do you prefer hourly rates, per diem rates, firm prices over the life of the Contract, ability to negotiate option years (price adjustments), etc.

#### **VALUE PROPOSITION**

10. Please describe the research and scientific networks that your company or institution can access to recruit resources (i.e. university graduates, centres of excellence, head hunters) and comment on the use of value proposition and the possible ways to apply it. Should this form part of the evaluation criteria?



11. Please describe research codes of conduct applicable to your company or institution.

**ATTACHMENT 003**

**DRAFT CALL FOR INNOVATION**

**DEFENCE RESEARCH AND DEVELOPMENT CANADA**

## 1 Introduction

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### 1.1 Scope

This document presents the instructions for Innovation selection, set up and execution for the Call for Innovations for the Defence Innovation Research Program (DIRP) lead by Defence Research and Development Canada (DRDC).

### 1.2 Background

The DIRP is led by DRDC. As an Agency of the Department of National Defence (DND), DRDC responds to the scientific and technological needs of the Canadian Armed Forces (CAF). The primary objective of the DIRP is to benefit Canada by supporting the strategic research interests of the CAF and introducing new and innovative technologies into DND. In addition, the program supports and complements the strategic objectives associated with DRDC. The program is designed to provide research and innovation opportunities to the Canadian defence and security innovation and academic base through the provision of cost-shared contracts and scientific support. DIRP is about fulfilling a gap and providing direct benefit to Canada, achieving objectives and assisting in delivering on DRDC's mandate. The DIRP is intended for DRDC to gain knowledge from industry and academia-initiated research innovations relevant to the defence of Canada.

### 1.3 Strategic Objectives

DRDC's strategic objectives form the program Strategic Objectives for the DIRP.

Canada is a world-leader in civilian space-based radar. Canada's RADARSAT-2 satellite, which carries multi-mode synthetic aperture radar (SAR), has been in operation since 2007, and the RADARSAT Constellation Mission (RCM), which will carry multi-mode SAR and an Automatic Identification System (AIS) receiver, is a three-satellite mission that is scheduled for launch in 2018. DRDC's joint ISR science and technology (S&T) program has been implemented to ensure that Canada has the capability to exploit RCM immediately upon launch, and to support RCM-based S&T undertaken collaboratively with Allied R&D agencies. This joint ISR program supports the CAF through S&T activities needed to create, enhance and exploit space-based surveillance capabilities within a system of systems to provide accurate, timely, and persistent situational awareness information of Canada's territories as well as other areas of interest around the world where DND and its Allies operate. Program activities focus on priorities, gaps, and future needs identified in consultation with the DRDC's clients, which include CFD, CFINTCOM, and ADM(IM). The Program activities are aligned with the Government of Canada, departmental priorities, and the joint and space-based ISR requirements of the CAF.

The joint ISR Program supports DRDC's client's priorities by: operationally exploiting national and allied space-based radar; operationally exploiting space-based EO/IR; maintaining and improving Maritime Domain Awareness (MDA); maintaining and improving Arctic intelligence; conducting Intelligence Preparation of Battlefield (IPB) in support of deployed forces; executing the Direction, Collection, Processing and Dissemination (DCPD) (i.e., the intelligence) cycle; and maintaining awareness of space-based sensors and their vulnerabilities.

In this context, DRDC has proposed a New Initiative entitled "Compress the TCPED (Tasking, Collection, Processing, Exploitation, Dissemination) cycle for RCM follow-on missions". The objective of this initiative is to help to define the technologies and capabilities that could be implemented on the RCM follow-on mission spacecraft and/or as part of the ground segment exploitation systems to meet the future needs and requirements of DND and the CAF. It is assumed that the RCM follow-on missions will be composed of SAR and AIS sensors, and perhaps other complementary sensors.

The intent of the DRDC TCPED initiative is to contribute to the design of the RCM follow-on missions, but starting from a system-of-systems operational context. These new RCM follow-on mission capabilities could include automated tasking, collection and processing; on-board processing; new sensor technologies; and other changes to compress the TCPED intelligence cycle and enhance data uptake by Canada's Allies. Notionally, as it relates to the RCM follow-on mission role, the TCPED cycle must be compressed (i.e., the timelines to achieve actionable information are reduced) to increase utility and permit cueing of other satellites. As an example, the role of space-based SAR on search and rescue operations would be greatly enhanced by a compressed TCPED cycle, better radar performance, and better system interoperability.

As a result, the following six (6) Strategic Objectives have been developed:

Proposed Innovations must demonstrate how they respond to and address at least one (1) of the following six (6) Strategic Objectives

**1.3.1 Strategic Objective 1 - Developing cueing role and automated tasking:**

Development of new algorithms, tools, fusion capabilities, target tracking, and CONOPS for RCM follow-on missions' cueing role within a system of systems. This includes automated (or near-real-time) autonomous and automatic submission of RCM follow-on missions' surveillance taskings with minimal lead time, to permit flexible operations in a system-of-systems environment.

**1.3.2 Strategic Objective 2 - Radar concepts:**

Maturing of new radar concepts for RCM follow-on missions, including technology identification (e.g., multi-aperture, multi-frequency), and spacecraft and orbital concepts, with a goal of increasing swath coverage and maintaining or improving detection performance.

**1.3.3 Strategic Objective 3 - On-board processing:**

Maturing of on-board processing capabilities for RCM follow-on missions and development of reliable information products (i.e., the analyst is no longer in the loop). This could include both extension of on-board processing for ship detection and identification and development of new on-board processing applications (such as in support of IPB and Arctic facility monitoring).

**1.3.4 Strategic Objective 4 - AIS antenna and receiver concepts:**

Maturing of AIS concepts for RCM follow-on missions, including antenna concepts (such as beam forming across the SAR swath), receiver algorithms, and advanced algorithms amenable to on-board processing, with a goal of improving "first-pass" AIS detection performance and time-lines for association with SAR detection.

**1.3.5 Strategic Objective 5 - Maritime surveillance tools:**

Development, implementation, and pre-operational demonstration of new tools for exploitation of RADARSAT-2 and RCM SAR data for ship detection including ship classification, false alarm rate reduction, and ship velocity estimation.

**1.3.6 Strategic Objective 6 - Land surveillance tools:**

Development, implementation, and pre-operational demonstration of new tools for exploitation of RADARSAT-2 and RCM SAR data for land surveillance including Arctic surveillance, IPB, change detection, topography, terrain classification, shoreline delineation, and littoral zone bathymetry.

**1.4 Applicability of Trade Agreements**

***Agreement on Internal Trade***

The process described in this Call for Innovations has the unique outcome that the types of innovative goods and services that are being proposed are not responding to an already identified government requirement, but rather are informing that need. Therefore, only one Innovator, the proponent of a pre-qualified Innovation will be able meet the requirements of the associated procurement. Therefore, in accordance with Agreement on Internal Trade Articles 506 (a), (b) or (h),

this procurement may use procedures that are different from those described in Article 506 (1) through (10).

***North American Free Trade Agreement and World Trade Organization – Agreement on Government Procurement***

Research and Development services are excluded from the application of the North American Free Trade Agreement (NAFTA) as per article Annex 1001.1b-2, Section B, and excluded from the application of the World Trade Organization - Agreement on Government Procurement (WTO-AGP) under Appendix 1, Annex 4 as they are not one of the applicable commodities listed in this agreement.

**1.5 Procurement Process under DIRP - Call for Innovations**

As a result of the applicability of the AIT as described above, Innovations submitted under this Call for Innovations will be assessed against the criteria tabled at Annex A, Mandatory and Point-Rated Criteria. Innovations which meet all mandatory criteria and the minimum point-rated criteria score will be considered as pre-qualified Innovations, which does not guarantee that a contract will be awarded. Once Innovations are selected by the DIR Advisory Committee (DIRAC) from the pool of pre-qualified Innovations, the requirement then becomes a directed procurement, where contracts must be negotiated with the specific supplier. Contracts will be awarded until all available funds for this DIRP - Call for Innovations are exhausted.

***Procurement Strategy for Aboriginal Business and the Set-Aside Program for Aboriginal Business***

This requirement has not been identified as a set-aside subject to the Procurement Strategy for Aboriginal Business (PSAB) and the Set-Aside Program for Aboriginal Business (SPAB).

***Comprehensive Land Claims Agreements***

This procurement is not subject to Comprehensive Land Claims Agreements (CLCAs) since the goods and/or services will not be delivered within the Comprehensive Land Claim Agreement areas.

**1.6 Canadian Content Policy**

Canadian Content Policy applies. The appropriate clause(s) will be included in the solicitation document. The innovator must be a Canadian Company and 50% (percent) of the work performed on the proposed Innovation will be conducted in Canada

## **2 Call for Innovations**

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### **2.1 Procurement Approach**

Public Works and Government Services Canada (PWGSC) is the Contracting Authority and is responsible for the integrity of the selection process under the Call for Innovations method of supply.

### **2.2 Financial Framework**

Participation in the DIRP - Call for Innovations will occur through the issuance of contracts. The competitive selection process in compliance with Treasury Board Secretariat (TBS) policies, is designed to give Canadian S&T performers equal opportunity for this initiative.

#### **2.2.1 Innovation Funding and Eligible Costs**

The maximum funding available for individual contracts resulting from this DIRP - Call for Innovations Solicitation is \$1,000,000.00 (Delivered Duty Paid (DDP) Innovators' Canadian address, Customs duties and excise taxes included, Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) extra, as applicable) per Innovation. The DIRP funding will comprise a maximum 50 percent of the overall cost of the proposed research Innovation or up to \$1,000,000.00 (GST/HST excluded), whichever is less. The remaining 50 percent of funding must be provided by the Innovator (i.e., for an Innovation funded by DIRP at \$1,000,000.00 (GST/HST excluded), the Innovator must also contribute \$1,000,000.00 (GST/HST excluded)).

Any Innovation with costs to Canada in excess of this \$1,000,000.00 amount will be considered as cash in-kind. This disclosure does not commit Canada to pay the maximum \$7,000,000.00 funding available for this DIRP – Call for Innovations. All Innovation submissions must be completed in Canadian currency.

#### **2.2.2 The Defence Innovation Research Advisory Committee (DIRAC)**

The DIRAC is chaired at the Director General level and will be composed of the chair of the evaluation committee and include a wide range of technical and corporate expertise that has a good understanding of DND and CAF needs and requirements. Following Innovation evaluation, the compliant Innovations and those recommended for funding will be reviewed by the DIRAC to ensure alignment with DRDC client interests. DIRAC will recommend Innovations for support based on the evaluations, available funding, and alignment with the Strategic Objectives of this DIRP - Call for Innovations.

### **2.3 Innovation Submission Information**

DIRP employs a selection process for Innovations that examines each Innovation's quality and relevance to program goals, as established by the evaluation criteria outlined in this Call for Innovations: Innovators' Guidebook.

#### **2.3.1 Innovation Submission Terms of Reference**

##### **1. Standard Instructions, Clauses and Conditions**

Innovators who submit an Innovation agree that they have read, understand and acknowledge the instructions, clauses, and conditions contained in all parts of the Call for Innovations: Innovators' Guidebook and draft resulting contract clauses and conditions.

Innovations proposed will remain open for acceptance for a period of not less than three hundred and sixty five (365) days from the closing date of this DIRP - Call for Innovations. Canada reserves the right to seek an extension of the Innovation validity period from all responsive Innovators in writing, within a minimum of three (3) days before the end of the Innovation validity period. If the

extension is accepted by all responsive Innovators, Canada will continue with the evaluation of the Innovations. If the extension is not accepted by all responsive Innovators, Canada will, at its sole discretion, either continue with the evaluation of the Innovations of those who have accepted the extension or cancel the solicitation.

### **2.3.2 Who May Submit an Innovation**

Any Canadian Innovator or academic institution may submit Innovations. Innovators must certify that they are a Canadian Innovator or recognized Canadian Academic Institution and that a minimum of 50 percent of the work performed on the proposed Innovation will be conducted in Canada.

### **2.3.3 Communications**

To ensure the integrity of the competitive innovation process, all enquiries and other communications regarding this DIRP - Call for Innovations must be directed to the Contracting Authority identified below. Failure to comply with this requirement may result in the Innovation being declared non-responsive. PWGSC Contracting Authority:

#### **Kate Caves**

Supply Team Leader  
Public Works and Government Services Canada  
Telephone: 819-956-3871  
Facsimile: [kate.caves@pwgsc.gc.ca](mailto:kate.caves@pwgsc.gc.ca)

During the submission period, enquiries must be made no later than ten (10) calendar days prior to the end of the open season. Enquiries received after that time may not be answered.

To ensure consistency and quality of information provided to Innovators, significant enquiries received and the replies to such enquiries will be provided simultaneously to all Innovators, without revealing the sources of the enquiries.

Innovators should reference as accurately as possible the numbered item of this Call for Innovations: Innovators' Guidebook to which the enquiry relates. Care should be taken by the Innovators to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Innovators do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Innovators. Enquiries not submitted in a form that can be distributed to all Innovators may not be answered by Canada.

### **2.3.4 Extension Enquiries**

It is not anticipated that extensions to this Call 1 will be granted. Changes to this Call 1 will be published as required.

### **2.3.5 Public Announcements**

In order to coordinate any public announcements pertaining to this DIRP - Call for Innovations and any resultant contracts, neither the Innovator nor any participating partners must make any public announcements without prior approval of Canada. Canada will not unreasonably withhold approval.

### **2.3.6 Sensitive or Proprietary Information**

The contents of all submissions will be considered sensitive and will be maintained in confidence by DRDC, DND, PWGSC and expert reviewers throughout the evaluation and selection process. Any release of this information outside the selection process requires the expressed agreement of the Innovator(s).

### **2.3.7 Security Considerations**

Innovators may be required to possess valid security clearances, depending on the nature of the Innovation, in order to have access to information necessary for its execution. DRDC will determine the level of security required for each successful Innovation and will be responsible for establishing a Security Requirements Check List (SRCL) for the requirement.

## **2.4. Innovations Submission Process**

Innovations must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Innovation solicitation.

Public Works and Government Services Canada  
Bid Receiving Unit  
Portage III, 0A1  
11 Laurier Street  
Gatineau, Quebec K1A 0S5

Due to the nature of the Innovation solicitation, Innovations transmitted by facsimile or email to PWGSC will not be accepted.

The technical bid should clearly address and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the Call for Innovations: Innovators' Guidebook is not sufficient. In order to facilitate the evaluation of the Innovation, Canada requests that Innovators address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Innovators may refer to different sections of their bid by identifying the specific paragraph and page number where the subject topic has already been addressed.

Innovations will be assessed according to the criteria outlined in Annex A - Evaluation Criteria. Innovations that meet the mandatory requirements and meet the minimum for each of the point-rated evaluation criteria will be submitted to the DIRAC for funding consideration. Innovators will be informed of the status of their Innovations submission in writing via email. Innovators will receive one of the following debrief messages:

1. The Innovation Submission did not meet the mandatory requirements.  
-or-
2. The Innovation Submission did not meet the minimum point rated score required.  
-or-
3. The Innovation Submission has ranked high enough and has been placed in pool of pre-qualified Innovations and will be recommended for funding.  
-or-
4. The Innovation Submission did meet both the mandatory and point-rated criteria and has been placed in the pool of pre-qualified Innovations, but will not be recommended for funding at this time. Should funding become available, you will be notified by the PWGSC Contracting Authority.

Innovators will also be provided with the results of their evaluation.



#### **2.4.1 Public Works and Government Services Canada Contracting Process**

Upon receipt of the approved requisition, Statement of Work, and SRCL from DRDC, the PWGSC Contracting Authority will send the draft resulting contract, and may request additional information to obtain pricing details and to confirm that the Innovator has the technical, financial, and managerial competence to execute the contract.

### **3 Evaluation Procedure and Basis of Selection**

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#### **3.1 Evaluation Procedures**

- (a) Innovations will be assessed in accordance with the entire requirement of the Innovation solicitation including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the Innovations.

#### **3.2 Mandatory and Point-Rated Technical Evaluation**

Mandatory and Point Rated Technical Evaluation Criteria are included in Annex A – Mandatory and Point-Rated Elements.

#### **3.3 Innovation Selection**

Innovations which meet all mandatory and point-rated elements will be presented to the DIRAC for review and validation. The DIRAC meets, as required, to assess funding initiatives. Committee members possess a wide range of technical and corporate expertise and have a good understanding of DND and CAF needs and requirements.

For Innovations recommended for funding, situations may arise where feedback is provided by the DIRAC Chair to implement refinements or seek further clarification to the Innovation scope, budget, schedule, or work plan that have been identified during the selection process. Recommendations for full or partial funding, based on the scope and strategic program objectives, may also be made. These refinements or further clarifications will be reflected in any resulting contract as appropriate.

#### **3.4 Innovations addressing multiple Strategic Objectives**

Each Innovation submitted must address one or more of the Strategic Objectives, as listed in Section 1.0, Strategic Objectives. For the case in which more than one of the Strategic Objectives is represented within a single Innovation, the Innovator must select the main Strategic Objective in which the submission must be evaluated.

#### **3.5 Innovation Funding Distribution**

All Innovations that meet all the Mandatory Elements and receive the minimum acceptable Technical Evaluation score will be placed in a pool of pre-qualified Innovations. Within this Pool, the DIRAC will select the Innovations that are recommended for funding. The decision to select or to not select an Innovation is at the sole discretion of the DIRAC. Innovations which earn the highest Technical Evaluation score may not be the Innovations recommended for funding by the DIRAC.

#### **4 Certifications**

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Innovators must provide the required certifications to be awarded a contract. These certifications form part of Attachment B, Certifications Precedent to Contract Award and Certifications and other Information required.

The Certifications in Attachment B, Certifications Precedent to Contract Award, will be requested of the Innovator by the Contracting Authority should the Innovations be approved for funding. If any of these required certifications are not completed and submitted as requested, the Contracting Authority will so inform the Innovator and provide the Innovator with a timeframe within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that timeframe will render the Innovation non-responsive.

Compliance with the certifications Innovators provide to Canada is subject to verification by Canada both during the DIRP evaluation period (before award of an Innovation) and after award of an Innovation. The Contracting Authority will have the right to ask for additional information to verify the Innovators' compliance with the certifications. The Innovation will be declared non-responsive if any certification made by the Innovator is untrue, whether made knowingly or unknowingly. Failure to comply with the Certifications or to comply with the request of the Contracting Authority for additional information may render the Innovation non-responsive.

**ATTACHMENT A**  
**INNOVATION TEMPLATE**

Innovation submissions should **not** be marked "Secret", "Confidential", or "Restricted" as those denote classified documents. The annotation "*Innovation Proprietary Information – Unauthorized Disclosure Prohibited*", however, is acceptable.

**PROTECTED - BUSINESS INFORMATION**

This information may be disclosed only to those Public Servants having a need to know for the purposes of advising or assessing. Anyone improperly divulging this information may be prosecuted under the provisions of the Criminal Code of Canada.

The Innovation submission should be prepared in the format that follows in this document, and should be submitted in unbound paper copy, as well as in a PDF Format.

The recommended maximum length of this document (not including forms or appendices) is 25 pages.

The format of FORM A (Innovator Statistical Information), FORM B (Innovation Costs), and FORM C (Summary of Project Costs) on the following pages should be respected.

**INNOVATION TEMPLATE**  
**GENERAL INNOVATION INFORMATION**

**This page should be completed on Innovator letterhead.**

**PART 1: INNOVATION INFORMATION:**

**INNOVATION TITLE:**

**Version #:**

**Date:**

**EXECUTIVE SUMMARY:**

Briefly describe the background and the general overall objectives of the proposed Innovation. What is the estimated cost and duration in months for the proposed Innovation?

Brief overview of the following:

- 1.1 General nature of Innovator business, geographic market and industry sector;
- 1.2 Management team and background (current and for the Innovation);
- 1.3 R&D/Engineering/Technical capability;
- 1.4 Existing product lines and nature of and health of targeted market for such product;
- 1.5 Summary of previous DRDC support, including technical and commercial outcomes to date.

The DIRP is unable to consider Innovations that have already received funding from the Government of Canada, or from provincially or municipally funded programs.

**PART 2: ADDITIONAL INFORMATION**

**1. INTELLECTUAL PROPERTY OWNERSHIP**

Provide a clear statement regarding ownership and rights to use any background IP in the Innovation. Identify any background technology to be applied to the Innovation that is not exclusively the property the Innovator or which is not provided by the Government of Canada under a licensing arrangement. Who will own the technology resulting from this Innovation? If not the Innovator, please explain who will and why.

**2. COSTING AND FINANCIAL INFORMATION:**

**Please complete the following forms as part of the innovation submission:**

FORM A – Company Statistical Information  
FORM B – Innovation Costs  
FORM C – Summary of Project Costs

- 2.1** Identify any funding received for the Innovation from foreign sources (which may be considered as part of the Innovator's share of contract costs).
- 2.2** The proposed costs to DIRP must be categorized as indicated in FORM B (Innovation Costs).

**FORM-A**

| <b>DEFENCE R&amp;D CANADA</b>                         |                     |                               |              |
|---|---------------------|-------------------------------|--------------|
| <b>DEFENCE INDUSTRIAL RESEARCH PROGRAM</b>            |                     |                               |              |
| <b>COMPANY INFORMATION</b>                            |                     |                               |              |
| <b>Company Name:</b>                                  | <b>Company Name</b> |                               |              |
| <b>Address:</b>                                       |                     | <b>Whole Company yes/no :</b> |              |
| <b>Tel#:</b>  |                     | <b>Or division of:</b>        |              |
| <b>E-mail:</b>  |                     | <b>In business since:</b>     | mmm-yr       |
|   |                     | <b>Incorporated:</b>          | mmm-yr       |
|   |                     | <b>Fiscal Year End:</b>       | month        |
| <b>Web site:</b>                                      |                     | <b>Canadian Ownership %</b>   | 0%           |
|   | <b>Name</b>         | <b>Tele</b>                   | <b>email</b> |
| CEO/President   |                     |                               |              |
| Research Director                                     |                     |                               |              |
| Project Contact                                       |                     |                               |              |
| Project Accountant                                    |                     |                               |              |
|   | <b>Previous</b>     | <b>Current</b>                | <b>Next</b>  |
| <b>COMPANY YEAR-END...</b>                            | 20__                | 20__                          | 20__         |
| Annual Sales (\$)                                     | \$0                 | \$0                           | \$0          |
| Profit, Net after tax (Loss)                          | \$0                 | \$0                           | \$0          |
| Current Assets  | \$0                 | \$0                           | \$0          |
| Current Liabilities                                   | \$0                 | \$0                           | \$0          |
| Total # of employees (note #1)                        | 0                   | 0                             | 0            |
| Total # of in-house technical employees               | 0                   | 0                             | 0            |
| <b>ANNUAL RESEARCH &amp; DEVELOPMENT EXPENDITURES</b> |                     |                               |              |
|   | <b>Previous</b>     | <b>Current</b>                | <b>Next</b>  |
| <b>AS OF COMPANY YEAR-END</b>                         | 20__                | 20__                          | 20__         |
| 1. Company Sources                                    | \$0                 | \$0                           | \$0          |
| 2. DND  | \$0                 | \$0                           | \$0          |
| 3. DIR Program  | \$0                 | \$0                           | \$0          |
| 4. Other Government Programs                          | \$0                 | \$0                           | \$0          |
| 5. Government Contract R&D                            | \$0                 | \$0                           | \$0          |
| 6. Private Contract R&D                               | \$0                 | \$0                           | \$0          |
| <b>Total R&amp;D Operating Budget</b>                 | <b>\$0</b>          | <b>\$0</b>                    | <b>\$0</b>   |
| Capital Expenditures                                  | \$0                 | \$0                           | \$0          |
| Investment Tax Credits - R&D                          | \$0                 | \$0                           | \$0          |
| <b>COMPANY FINANCIAL STATEMENTS ENCLOSED FOR</b>      |                     |                               | <b>YEAR</b>  |

(do not include contractors, only permanent, T4'd employees)

|  |                 |             |               |
|--|-----------------|-------------|---------------|
| Other Costs  | \$0             |             | \$0           |
| <b>TOTAL PROJECT R&amp;D COSTS</b>   | <b>\$0</b>      | <b>\$0</b>  | <b>\$0</b>    |
| <b>ESTIMATED TOTAL ANNUAL COSTS FOR PROPOSED PROJECT</b>   |                 |             |               |
|  | Fiscal Year     | Fiscal Year | Fiscal Year   |
|  | ____/____       | ____/____   | ____/____     |
|  |                 |             | <b>TOTALS</b> |
| DRDC/DIR   | \$0             | \$0         | \$0           |
| COMPANY  | \$0             | \$0         | \$0           |
| <b>TOTALS</b>  | <b>\$0</b>      | <b>\$0</b>  | <b>\$0</b>    |
| <b>I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE INFORMATION ON THESE FORMS IS TRUE AND ACCURATE:</b> |                 |             |               |
|  |                 |             |               |
| <b>Signature (Company Officer)</b>   | <b>Position</b> | <b>Date</b> |               |

If the Innovator uses PWGSC Cost Analyst negotiated rates, do not include any benefits or overhead on this page. Overhead rates are subject to review by PWGSC.

**FORM B- INNOVATION COSTS**

| DEFENCE R&D CANADA<br>DEFENCE INNOVATION RESEARCH PROGRAM          |                      |                         |                        |                     |                                   |
|--|----------------------|-------------------------|------------------------|---------------------|-----------------------------------|
| Innovation costs for the period from                               |                      | START                   | to                     | END                 |                                   |
| <b>COMPANY NAME:</b>   |                      | Company Name            |                        |                     |                                   |
| <b>INNOVATION TITLE:</b>   |                      | Innovation title        |                        |                     |                                   |
| <b>COMPANY R&amp;D STAFF (Provide separate sheet if required).</b> |                      |                         |                        |                     |                                   |
| Name and academic level  | Position or Function | Basic Annual Salary (A) | %Time on Innovation(B) | Duration months (C) | Estimated Salary Costs (AxBxC)/12 |
|  |                      | \$0                     | 0%                     | 0.0                 | \$0                               |
|  |                      | \$0                     | 0%                     | 0.0                 | \$0                               |
|  |                      | \$0                     | 0%                     | 0.0                 | \$0                               |
|  |                      | \$0                     | 0%                     | 0.0                 | \$0                               |
|  |                      | \$0                     | 0%                     | 0.0                 | \$0                               |
|  |                      | \$0                     | 0%                     | 0.0                 | \$0                               |
|  |                      | \$0                     | 0%                     | 0.0                 | \$0                               |
|  |                      | \$0                     | 0%                     | 0.0                 | \$0                               |
| <b>Additional staff from separate sheet if necessary</b>           |                      |                         |                        |                     | \$0                               |
| <b>Total salary costs for company staff</b>                        |                      |                         |                        |                     | <b>\$0</b>                        |
| <b>MATERIALS AND SUPPLIES (Attach List if necessary)</b>           |                      |                         |                        |                     | <b>Estimated Totals</b>           |
|  |                      |                         |                        |                     | \$0                               |
|  |                      |                         |                        |                     | \$0                               |
| <b>Total Materials and Supplies Costs</b>                          |                      |                         |                        |                     | <b>\$0</b>                        |
| <b>EQUIPMENT (Attach List if necessary)</b>                        |                      |                         |                        |                     | <b>Estimated Totals</b>           |
| Equipment Rental   |                      |                         |                        |                     | \$0                               |
| Equipment Purchases  |                      |                         |                        |                     | \$0                               |
| <b>Total Equipment Costs</b>                                       |                      |                         |                        |                     | <b>\$0</b>                        |
| <b>SUBCONTRACTS</b>  |                      |                         | <b>Labour</b>          | <b>Material</b>     | <b>Estimated Totals</b>           |
| Subcontractor #1 name and location                                 |                      |                         | \$0                    | \$0                 | \$0                               |
| Subcontractor #2 name and location                                 |                      |                         | \$0                    | \$0                 | \$0                               |
| <b>Total Subcontract Costs</b>                                     |                      |                         |                        |                     | <b>\$0</b>                        |
| <b>CONSULTANTS</b>   |                      |                         | <b>Rate</b>            | <b>Days</b>         | <b>Estimated Totals</b>           |
| Consultant #1 name and location                                    |                      |                         | \$0                    | 0                   | \$0                               |
| Consultant #2 name and location                                    |                      |                         | \$0                    | 0                   | \$0                               |
| <b>Total Consultants Costs</b>                                     |                      |                         |                        |                     | <b>\$0</b>                        |
| <b>TRAVEL AND LIVING</b>   |                      |                         |                        |                     | <b>Estimated Totals</b>           |
| Transportation   |                      |                         |                        |                     | \$0                               |
| Accommodation  |                      |                         |                        |                     | \$0                               |
| Meals  |                      |                         |                        |                     | \$0                               |
| <b>Total Travel and Living Costs</b>                               |                      |                         |                        |                     | <b>\$0</b>                        |



**FORM C – SUMMARY of  
 PROJECT COST**

| DEFENCE R&D CANADA<br>DEFENCE INNOVATION RESEARCH PROGRAM  |                  |                  |                     |                                |
|--|------------------|------------------|---------------------|--------------------------------|
| Summary of Project Costs for the period from   |                  | START            | to                  | END                            |
| <b>INNOVATOR NAME:</b>   | Innovator Name   |                  |                     |                                |
| <b>INNOVATION TITLE:</b>   | Innovation title |                  |                     |                                |
| <b>INNOVATION R&amp;D COSTS</b>  |                  | Innovation Costs | Requested from DRDC | DRDC Cost Share (internal use) |
| <b>ARE SALARIES PWGSC COST ANALYST NEGOTIATED RATES?</b>   |                  | <b>NO</b>        |                     |                                |
| Innovator Labour Costs   |                  | \$0              |                     | \$0                            |
| Employee Benefits as a % of Salary   | %                | \$0              |                     | -                              |
| Overhead as a % of Salary (See note #1)  | %                | \$0              |                     | -                              |
| Materials and Supplies   |                  | \$0              |                     | \$0                            |
| Equipment  |                  | \$0              |                     | \$0                            |
| Subcontracts   |                  | \$0              |                     | \$0                            |
| Consultants  |                  | \$0              |                     | \$0                            |
| Travel and Living  |                  | \$0              |                     | \$0                            |
| Other Costs  |                  | \$0              |                     | \$0                            |
| <b>TOTAL INNOVATION R&amp;D COSTS</b>  |                  | <b>\$0</b>       | <b>\$0</b>          | <b>\$0</b>                     |
| ESTIMATED TOTAL ANNUAL COSTS FOR PROPOSED PROJECT  |                  |                  |                     |                                |
|  | Fiscal Year      | Fiscal Year      | Fiscal Year         | <b>TOTALS</b>                  |
|  | ____/____        | ____/____        | ____/____           |                                |
| DRDC/DIR   | \$0              | \$0              | \$0                 | <b>\$0</b>                     |
| INNOVATOR  | \$0              | \$0              | \$0                 | <b>\$0</b>                     |
| <b>TOTALS</b>  | <b>\$0</b>       | <b>\$0</b>       | <b>\$0</b>          | <b>\$0</b>                     |
| <b>I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE INFORMATION ON THESE FORMS IS TRUE AND ACCURATE:</b> |                  |                  |                     |                                |
|  |                  |                  |                     |                                |
| <b>Signature (Innovator Officer)</b>   |                  | <b>Position</b>  | <b>Date</b>         |                                |

If the innovator uses PWGSC Cost Analyst negotiated rates, do not include any benefits or overhead on this page. Overhead rates are subject to review by PWGSC.

## ATTACHMENT B

### CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND CERTIFICATIONS AND OTHER INFORMATION REQUIRED WITH THE INNOVATION

#### 1. Federal Innovators Program for Employment Equity - Certification

##### 1.1 Federal Innovators Program for Employment Equity - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, including for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Innovator, or, if the Innovator is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible Innovators by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of Innovations as set out in the Government Contracts Regulations. Suppliers may be declared ineligible Innovators either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any Innovations from ineligible Innovators, including Innovations from a joint venture that has a member who is an ineligible Innovator, will be declared non-responsive.

2. If the Innovator does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Innovator must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Innovator, or, if the Innovator is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Innovator or the member of the joint venture

(a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada;

(b) ( ) is not subject to the FCP, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;

(c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not Innovations on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;

(d) ( ) is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible Innovator by HRSDC.)

Further information on the FCP is available on the HRSDC Website.  
<http://www.hrsdc.gc.ca/en/labour/equality/fcp/index.shtml>.

##### 1.2 Federal Innovators Program for Employment Equity - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible Innovators by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of Innovations as set out in the Government Contracts Regulations. Suppliers may be declared ineligible Innovators either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any Innovations from ineligible Innovators, including Innovations from a joint venture that has a member who is an ineligible Innovator, will be declared non-responsive.

The Innovator, or, if the Innovator is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Innovator or the member of the joint venture

- (a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada;
- (b) ( ) is not subject to the FCP, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;
- (c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not Innovations on requirements of \$200,000 or more;
- (d) ( ) has not been declared an ineligible Innovator by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_.

Further information on the FCP is available on the HRSDC Website:  
<http://www.hrsdc.gc.ca/en/labour/equality/fcp/index.shtml>.

## 2. Former Public Servant Certification

Contracts with Former Public Servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, Innovators must provide the information required below.

### Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, in the context of the fee abatement formula, a pension or annual allowance paid under the *Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36*, and any increases paid pursuant to the *Supplementary Retirement Benefits Act, R.S., 1985, c. S-24* as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act, R.S., 1985, c. C-17*, the *Defence Services Pension Continuation Act, 1970, c. D-3*, the *Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10*, and the *Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11*, the *Members of Parliament Retiring Allowances Act, R.S., 1985, c. M-5*, and that portion of pension payable to the *Canada Pension Plan Act, R.S., 1985, c. C-8*.

#### Former Public Servant in Receipt of a Pension

Is the Innovator a FPS in receipt of a pension as defined above? YES ( ) NO ( )

If so, the Innovator must provide the following information:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

#### Work Force Reduction Program

Is the Innovator a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

YES ( ) NO ( )

If so, the Innovator must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000.00 including the Goods and Services Tax or Harmonized Sales Tax.

#### Certification

By submitting an innovation, the Innovator certifies that the information submitted by the Innovator in response to the above requirements is accurate and complete.

### **3. Price Certification**

The Innovator is requested to provide one (1) of the following certifications, as applicable, in its financial Innovations:

- ( ) We hereby certify that the price rate proposed

(a) is not in excess of the lowest price charged anyone else, including the Innovator's most favoured customer, for the like quality and quantity of the goods, services or both;

(b) does not include an element of profit on the sale in excess of that normally obtained by the Innovator on the sale of goods, services or both of like quality and quantity, and

(c) does not include any provision for discounts to selling agents.

**-OR -**

( ) "We hereby certify that the price proposed is based on costs computed in accordance with Contract Cost Principles 1031-2, and includes an estimated amount of profit of \$\_\_\_\_\_."

**-OR -**

( ) "We hereby certify that the labour rates proposed are based on costs computed in accordance with Contract Cost Principles 1031-2, and that the said labour rates contain an estimated profit of 0%."

---

| Name | Signature | Date |
|------|-----------|------|
|------|-----------|------|

#### 4.0 Controlled Goods

Will the resulting contract involve controlled goods?

YES ( ) NO ( )

By submitting an Innovation, the Innovator certifies that the information submitted by the Innovator in response to the above requirements is accurate and complete.

*The Controlled Goods website can be found at: <http://ssi-iss.tpsgc-pwgsc.gc.ca/dmc-cgd/index-eng.html>*

#### 5.0. Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

## **Annex A – Mandatory and Point-rated Elements**

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### **1.1 Mandatory Evaluation Elements (Yes/No)**

**1.1.1 DND/CF Relevance** - Innovations must demonstrate military relevance to the DND and CAF and/or its allies, as determined through consultations between DND, CAF, and DRDC.

#### **1.1.2 Compliance with the DIRP Framework**

- A) Innovations must be from a Canadian entity or university,
- B) must not exceed the financial framework as set out in the Call for Innovations,
- C) must lead to technology that is exploitable by the Government of Canada.

**1.1.3 Any Canadian Innovator or Academic institution may submit innovations** - Innovators must demonstrate that they are a Canadian Innovator or a recognized Canadian Academic institution and that a minimum of fifty (50) percent of the work performed on the proposed Innovation will be conducted in Canada.

Proposed Innovations must demonstrate how they respond to and address at least one (1) of the following six (6) Strategic Objectives

#### **Strategic Objective 1 - Developing cueing role and automated tasking:**

Development of new algorithms, tools, fusion capabilities, target tracking, and CONOPS for RCM follow-on missions' cueing role within a system of systems. This includes automated (or near-real-time) autonomous and automatic submission of RCM follow-on missions' surveillance taskings with minimal lead time, to permit flexible operations in a system-of-systems environment.

#### **Strategic Objective 2 - Radar concepts:**

Maturing of new radar concepts for RCM follow-on missions, including technology identification (e.g., multi-aperture, multi-frequency), and spacecraft and orbital concepts, with a goal of increasing swath coverage and maintaining or improving detection performance.

#### **Strategic Objective 3 - On-board processing:**

Maturing of on-board processing capabilities for RCM follow-on missions and development of reliable information products (i.e., the analyst is no longer in the loop). This could include both extension of on-board processing for ship detection and identification and development of new on-board processing applications (such as in support of IPB and Arctic facility monitoring).

#### **Strategic Objective 4 - AIS antenna and receiver concepts:**

Maturing of AIS concepts for RCM follow-on missions, including antenna concepts (such as beam forming across the SAR swath), receiver algorithms, and advanced algorithms amenable to on-board processing, with a goal of improving "first-pass" AIS detection performance and time-lines for association with SAR detection.

#### **Strategic Objective 5 - Maritime surveillance tools:**

Development, implementation, and pre-operational demonstration of new tools for exploitation of RADARSAT-2 and RCM SAR data for ship detection including ship classification, false alarm rate reduction, and ship velocity estimation.

#### **Strategic Objective 6 - Land surveillance tools:**

Development, implementation, and pre-operational demonstration of new tools for exploitation of RADARSAT-2 and RCM SAR data for land surveillance including Arctic surveillance, IPB, change detection, topography, terrain classification, shoreline delineation, and littoral zone bathymetry.

**2.1 Point-rated Evaluation Elements**

**2.1.1 Entity Track Record** - Innovators must demonstrate a recent and successful track record of performance within the space-based radar development and/or space data exploitation sectors. Innovators must demonstrate this by having been in business within the space-based radar development and/or space data exploitation sectors for a minimum amount of time (Part A) AND by having completed a minimum number of Innovations (Part B). Proposers must achieve a score of at least 15 points out of the available 20 points for this criterion for the Innovation to be deemed responsive. For purposes of this evaluation, an Innovation is defined as a discrete activity that has recognizable start and end dates, deliverables, and staff loading. The relevance to the noted sectors must be clearly identified.

**Evaluation Scale:**

| <b>Entity Track Record - Elements</b>        |   |
|--|---|
| <b>Part A: duration of business (months)</b> | <b>Part B: number of relevant Innovations</b> |
| 0 to 24 months = 0 points                    | 0 to 2 Innovations = 0 points                 |
| 25 to 36 months = 2 points                   | 3 to 4 Innovations = 4 points                 |
| 37 to 48 months = 5 points                   | 5 Innovations = 8 points                      |
| 48 to 60 months = 8 points                   | 6 Innovations or more = 10 points             |
| 61 months or more = 10 points                |   |

**2.1.2 Research Content and Work Plan** - The intent of the DIRP is to invest in Innovations that contain a significant research component. All Innovations must clearly articulate the research content of the Innovation and provide a work plan for the proposed Innovation. Innovators must achieve a score of at least 45 points out of the available 60 points for this criterion for the Innovation to be deemed responsive. The assessment for the research content and work plan will be based on the evaluation elements and scale summarized below.

- 2.1.2.1 The Innovation clearly identifies a specific Strategic Objective to be addressed, including:
  - a. An explanation of the technology, process or method that this Innovation intends to provide that will fill an existing technology gap, or provide a superior product or method; AND,
  - b. Detailed background information on the current state of the art; AND,
  - c. A comparison of the Innovation with competitive approaches.
  
- 2.1.2.2 The Innovation clearly identifies the technical risks and challenges that are inherent to the Innovation, including:
  - a. The nature of the risks; AND,
  - b. The risk mitigation strategies; AND,
  - c. The impacts on the Innovation if the risks are realized.
  
- 2.1.2.3 The Innovation clearly identifies how the proposed Innovation is novel, including:
  - a. Those element of the Innovation that are innovative and original.
  
- 2.1.2.4 The Innovation includes a well thought-out and detailed work plan, including:
  - a. Delineation of the various phases of the Innovation as well as the methodology and expected outcome; AND,
  - b. Manageable milestones and deliverables to measure progress, including specific tasks and estimated duration; AND,
  - c. Resources (financial and personnel) assigned to each task; AND,
  - d. A Gantt chart outlining the duration of the various tasks and the task dependencies; AND,
  - e. Recommendations for off-ramps (GO/NO-GO points) to cancel or redirect the Innovation, if necessary; AND,
  - f. Confirmation that the required facilities are available as part of the Innovator's current infrastructure or details have been provided outlining how the Innovator will access the required facilities.



**Evaluation Scale:**

| <b>Research Content and Work Plan – Elements</b> |
|--|
| Number of relevant elements:                     |
| 0 elements = 0 points                            |
| 1 element = 15 points                            |
| 2 elements = 30 points                           |
| 3 elements = 45points                            |
| 4 elements = 60 points                           |

| <b>Research Content and Work Plan – Elements</b>   | <b>Point Value</b> |
|--|--------------------|
| The Research Content and Work Plan does not clearly and thoroughly address any of the elements stated in 2.1.2.1, 2.1.2.2, 2.1.2.3, and 2.1.2.4  | 0                  |
| The Research Content and Work Plan clearly and thoroughly addresses one (1) out of the four (4) elements stated in 2.1.2.1, 2.1.2.2, 2.1.2.3, and 2.1.2.4 using examples and references.   | 15                 |
| The Research Content and Work Plan clearly and thoroughly addresses two (2) out of the four (4) elements stated in 2.1.2.1, 2.1.2.2, 2.1.2.3, and 2.1.2.4 using examples and references.   | 30                 |
| The Research Content and Work Plan clearly and thoroughly addresses three (3) out of the four (4) elements stated in 2.1.2.1, 2.1.2.2, 2.1.2.3, and 2.1.2.4 using examples and references. | 45                 |
| The Research Content and Work Plan clearly and thoroughly addresses four (4) out of the four (4) elements stated in 2.1.2.1, 2.1.2.2, 2.1.2.3, and 2.1.2.4 using examples and references.  | 60                 |

**2.1.3 Innovation Manager and Key Personnel** – The Innovator must provide evidence of its capacity to successfully manage and staff the proposed Innovation. The Innovator should describe all technical persons to be assigned to the Innovation with particular emphasis on the Innovation Manager, and briefly state each person’s relevant expertise and role on the Innovation. The Innovation must include brief copies of the résumés of key personnel, containing information on training and experience necessary to do the job. Innovators must achieve a score of at least 10 points out of the available 20 points for this criterion for the Innovation to be deemed responsive. The Innovation will be assessed for Innovation Manager and Key Personnel qualifications according to the scale summarized below.

- 2.1.3.1 The Innovation clearly describes the Innovation Manager’s previous experience managing Innovations of this nature, including:
- a. Identification of recent (within the past three years) Innovations of similar financial scale that the Innovation Manager has successfully delivered; AND,
  - b. Identification of recent (within the past three years) Innovations of similar technical difficulty that the Innovation Manager has successfully delivered; AND,
  - c. Identification of the Innovation Manager’s unique contributions to achieving successful Innovation delivery.
- 2.1.3.2 The Innovation clearly describes the Innovation Manager’s educational and technical background, including:
- a. Description of how the Innovation Manager’s educational background relates to the Innovation; AND,
  - b. Description of how the Innovation Manager’s technical background relates to the Innovation; AND,
  - c. Description of how the Innovation Manager’s educational and technical background allows the Innovation Manager to understand the research elements of the Innovation.
- 2.1.3.3 The Innovation clearly describes the Innovation Manager’s business and financial education and experience, including:
- a. Description of how the Innovation Manager’s business and financial education relates to the Innovation; AND,
  - b. Description of how the Innovation Manager’s experience relates to the Innovation; AND,
  - c. Description of how the Innovation Manager’s business and financial education and experience relates to the Innovation Manager’s ability to carry out the business elements of the Innovation.
- 2.1.3.4 The Innovation clearly describes the Key Personnel’s educational and technical background and experience, including:

- a. Description of how the Key Personnel's educational and technical background relates to the Innovation; AND,
  - b. Description of how the Key Personnel's experience relates to the Innovation; AND,
  - c. Description of how the Key Personnel's educational and technical background and experience will allow the Key Personnel to undertake the research elements associated with the Innovation.
- 2.1.3.5 The innovation clearly identifies all sub-Innovators and collaborators (organizational name and the key technical contact person), including:
- a. Identification of the components of the work plan that sub-Innovators are responsible for; AND,
  - b. Identification of the sub-Innovators time commitment; AND,
  - c. Certification from the sub-Innovators and collaborators that they are aware of the Innovation and are available to make the indicated contributions.

**Evaluation Scale:**

| <b>Innovation Manager and Key Personnel – Elements</b> |
|--|
| Number of relevant elements:                           |
| 0 elements = 0 points                                  |
| 1 element = 4 points                                   |
| 2 elements = 8 points                                  |
| 3 elements = 12 points                                 |
| 4 elements = 16 points                                 |
| 5 elements = 20 points                                 |

| <b>Innovation Manager and Key Personnel – Elements</b>  | <b>Point Value</b> |
|---|--------------------|
| The Innovation Manager and Key Personnel do not demonstrate that they can successfully manage and staff the proposed Innovation to completion and the Innovation does not clearly and thoroughly address any of the elements stated in 2.1.3.1, 2.1.3.2, 2.1.3.3, 2.1.3.4, and 2.1.3.5. | 0                  |
| The Innovation clearly and thoroughly address one (1) out of the five (5) elements stated in 2.1.3.1, 2.1.3.2, 2.1.3.3, 2.1.3.4, and 2.1.3.5.   | 4                  |
| The Innovation clearly and thoroughly address two (2) out of the five (5) elements stated in 2.1.3.1, 2.1.3.2, 2.1.3.3, 2.1.3.4, and 2.1.3.5.   | 8                  |
| The Innovation clearly and thoroughly address three (3) out of the five (5) elements stated in 2.1.3.1, 2.1.3.2, 2.1.3.3, 2.1.3.4, and 2.1.3.5.   | 12                 |
| The Innovation clearly and thoroughly address four (4) out of the five (5) elements stated in 2.1.3.1, 2.1.3.2, 2.1.3.3, 2.1.3.4, and 2.1.3.5.  | 16                 |
| The Innovation clearly and thoroughly address five (5) out of the five (5) elements stated in 2.1.3.1, 2.1.3.2, 2.1.3.3, 2.1.3.4, and 2.1.3.5.  | 20                 |

**2.1.4 Technology Exploitation Plan** - The Innovation must include a plan that outlines how the Innovator plans to exploit the technology (i.e., product, device, method, process, system, or other elements as appropriate) developed through their DIRP Innovation. Innovators must achieve a score of at least 20 points out of the available 40 points for this criterion for the Innovation to be deemed responsive. The Innovation will be assessed for its Technology Exploitation Plan according to the scale summarized below.

- 2.1.4.1 The Technology Exploitation Plan describes the technology expected to result from this Innovation, including:
  - a. Description of how the technology will address the specific Strategic Objective; AND,
  - b. Description of the technology's advantages over its competitors.
- 2.1.4.2 The Technology Exploitation Plan includes a market analysis, including:
  - a. Details of any market trends as well as global market potential that would support the claims for commercial viability of the technology; AND,
  - b. Lists of the applications and possible end users of the technology in military and/or commercial markets; AND,
  - c. Description of any alternate or emerging technology and/or competitors that could impact on the marketability, identifying how a competitive advantage would be maintained.
- 2.1.4.3 The Technology Exploitation Plan includes an overview of how additional research, technology exploitation and/or commercialization are to be financed, including:
  - a. Intentions to form strategic partnerships or alliances with other performers or investors that are already established in the defence marketplace.
- 2.1.4.4 The Technology Exploitation Plan describes the potential Intellectual Property (IP) that may result from the technology, including:
  - a. Description of the Background IP; AND,
  - b. Identification of 3<sup>rd</sup> party IP implications.
- 2.1.4.5 The Technology Exploitation Plan describes the sales and marketing strategy in some detail, including:
  - a. Description of the staff structure currently or intended to be formed to carry out this strategy; AND,
  - b. Discussion of whether the entity intends to be a primary supplier of the technology or whether the technology is to be integrated into another product or used by another entity as part of an agreement or consortium.

**Evaluation Scale:**

| <b>Technology Exploitation Plan – Elements</b> |
|--|
| Number of relevant elements:                   |
| 0 elements = 0 points                          |
| 1 element = 10 points                          |
| 2 elements = 15 points                         |
| 3 elements = 20 points                         |
| 4 elements = 30 points                         |
| 5 elements = 40 points                         |

| <b>Technology Exploitation Plan – Elements</b>  | <b>Point Value</b> |
|---|--------------------|
| The Innovation does not clearly and thoroughly address any of the elements stated in 2.1.4.1, 2.1.4.2, 2.1.4.3, 2.1.4.4, and 2.1.4.5.   | 0                  |
| The technology developed through the DIRP and the Innovation clearly and thoroughly address one (1) out of the five (5) elements stated in 2.1.4.1, 2.1.4.2, 2.1.4.3, 2.1.4.4, and 2.1.4.5.   | 10                 |
| The technology developed through the DIRP and the Innovation clearly and thoroughly address two (2) out of the five (5) elements stated in 2.1.4.1, 2.1.4.2, 2.1.4.3, 2.1.4.4, and 2.1.4.5.   | 15                 |
| The technology developed through the DIRP and the Innovation clearly and thoroughly address three (3) out of the five (5) elements stated in 2.1.4.1, 2.1.4.2, 2.1.4.3, 2.1.4.4, and 2.1.4.5. | 20                 |
| The technology developed through the DIRP and the Innovation clearly and thoroughly address four (4) out of the five (5) elements stated in 2.1.4.1, 2.1.4.2, 2.1.4.3, 2.1.4.4, and 2.1.4.5.  | 30                 |
| The technology developed through the DIRP and the Innovation clearly and thoroughly address five (5) out of the five (5) elements stated in 2.1.4.1, 2.1.4.2, 2.1.4.3, 2.1.4.4, and 2.1.4.5.  | 40                 |

## **Annex B- List of Acronyms and Abbreviations**

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|          |  |
|----------|--|
| ADM(IM)  | Assistant Deputy Minister (Information Management)           |
| AIS      | Automatic Identification System                              |
| AIT      | Agreement on Internal Trade                                  |
| CAF      | Canadian Armed Forces  |
| CFD      | Chief of Force Development                                   |
| CFINTCOM | Canadian Forces Intelligence Command                         |
| CLCA     | Comprehensive Land Claims Agreements                         |
| DPCPD    | Direction, Collection, Processing, Dissemination             |
| DDP      | Delivered Duty Paid  |
| DIRAC    | DIR Advisory Committee                                       |
| DIRP     | Defence Innovation Research Program                          |
| DND      | Department of National Defence                               |
| DND      | Department of National Defence                               |
| DRDC     | Defence Research and Development Canada                      |
| EO/IR    | Electro-Optical / Infrared                                   |
| FCP      | Federal Contractors Program                                  |
| FPS      | Former Public Servants                                       |
| GST      | Goods and Services Tax                                       |
| HRSDC    | Human Resources and Skills Development Canada                |
| HST      | Harmonized Sales Tax   |
| IPB      | Intelligence Preparation of the Battlefield                  |
| ISR      | Intelligence, Surveillance, and Reconnaissance               |
| JFD      | Joint Force Development                                      |
| MDA      | Maritime Domain Awareness                                    |
| NAFTA    | North American Free Trade Agreement                          |
| NPP      | Notice of Proposed Procurement                               |
| PSAB     | Procurement Strategy for Aboriginal Business                 |
| PWGSC    | Public Works and Government Services Canada                  |
| R&D      | Research and Development                                     |
| RCM      | RADARSAT Constellation Mission                               |
| S&T      | Science and Technology                                       |
| SAR      | Synthetic Aperture Radar                                     |
| SPAB     | Set-Aside Program for Aboriginal Business                    |
| SRCL     | Security Requirements Check List                             |
| TBS      | Treasury Board Secretariat                                   |
| TCPED    | Tasking, Collection, Processing, Exploitation, Dissemination |
| WTO-AGP  | World Trade Organizations Agreement on Government            |

**Annex C- Sample DIRP Contract**

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## **RESULTING CONTRACT CLAUSES**

### **1. Statement of Requirement**

The Innovator must perform the Work in accordance with the Statement of Work at **Annex A** and the Innovator's negotiated rates, dated TBD. The reports/deliverables set out below are to be submitted to the addressees designated in the Schedule of Required Deliverables.

In addition to the disclosure obligation under Section 27 of the general conditions 2040, any Foreground Information must be fully disclosed and documented by the Innovator in the technical reports delivered by the Innovator to the Scientific Authority under this Contract.

The Innovator must make reasonable efforts to collect and make available to DND in a suitable timeframe all data relating to the economic benefits traceable to this Contract. These data may include domestic and export sales values, general nature of the markets served and the products or services provided. This condition survives the Completion of this Contract for a period of five years.

If the status of the Innovator changes in respect of ownership or control, technical or financial competence, location of the work place or in any way which may prejudice the Innovation or the potential Canadian economic benefits therefrom, the Innovator must promptly inform the Scientific Authority & DIRP Administrator.

## **2. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada (PWGSC). The Contract will show, as applicable, amended clauses and conditions.

### **2.1 General Conditions**

2040 (2015-07-03) General Conditions - Research & Development, apply to and form part of the Contract.

### **2.2 Supplemental General Conditions**

The following supplemental general conditions may apply to and form part of the Contract:

4002 (2010-08-16), Software Development or Modification Services

### **2.3 SACC Manual Clauses (as applicable)**

A9068C (2010-01-11), Government Site Regulations

## **3. Term of Contract**

### **3.1 Period of Contract**

All the deliverables must be received on or before TBD.

### **3.2 Option to Extend the Contract**

The Innovator grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one year period under the same conditions. The Innovator agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Innovator at least ninety (90) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## **4. Authorities**

### **4.1 Contracting Authority**

The Contracting Authority for the Contract is:

Kate Caves  
Supply Team Leader  
Public Works and Government Services Canada  
Acquisitions Branch  
Science Procurement Directorate

Place du Portage, Phase III, 11C1  
11 Laurier Street  
Gatineau, Quebec  
K1A 0S5

Telephone: (819)-956-3871  
E-mail address: [Kate.caves@tpsgc-pwgsc.gc.ca](mailto:Kate.caves@tpsgc-pwgsc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Innovator must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### **4.2 Scientific Authority**

The Scientific Authority for the Contract is:

The Scientific Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Scientific Authority; however, the Scientific Authority has no authority to authorize changes to the scope of the work. Changes to the scope of the work can only be made through a contract amendment issued by the Contracting Authority.

#### **4.3 DIRP Administrator**

The DIRP Administrator for the Contract is:

The Department of National Defence DIRP Administrator maintains communications with Innovator executives and DIRP Authorities regarding funding and financial matters, claims and DIRP conditions and terms of reference.

#### **4.4 Defence Sponsor**

The Defence Sponsor for the Contract is:

The Defence Sponsor is a representative of the department or agency for whom the Work is being carried out for. The Defence Sponsor has no authority under the contract, but may provide advice and guidance with respect to military technical requirements. The Defence Sponsor is to be provided copies of Innovation Progress Reports and invitations to Innovation Review meetings.

#### **4.5 Innovator's Representative**

**Name:**

**Title:**

**Company/Academia Name:**

**Address:**

### **5. Payment**

#### **5.1 Basis of Payment (Limitation of Expenditure)**

The Innovator will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, determined in accordance with the Basis of Payment in Annex "B". Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable. The fiscal year allocation of the Crown's portion of the costs, excludes HST. Carryover of obligations from one fiscal year to another must be verbally authorized by the DIRP Administrator.

#### **5.2 Limitation of Expenditure**

1. Canada's total liability to the Innovator under the Contract must not exceed **\$\$**. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Innovator unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Innovator must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Innovator must notify the Contracting Authority in writing as to the adequacy of this sum:
  - (a) when it is 75 percent committed, or
  - (b) four (4) months before the Contract expiry date, or
  - (c) as soon as the Innovator considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Innovator must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Innovator does not increase Canada's liability.

### **5.3 Method of Payment**

#### **Progress Payments**

1. Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work up to 90 percent of the amount claimed and approved by Canada if:
  - (a) an accurate and complete claim for payment using form PWGSC-TPSGC 1111 (<http://www.pwgsc.gc.ca/acquisitions/text/forms/forms-e.html>) and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - (b) the amount claimed is in accordance with the Basis of Payment;
  - (c) the total amount for all progress payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Contract; and
  - (d) all certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.
3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the right to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

### **5.4 SACC Manual Clauses**

A9117C (2007-11-30), T1204 - Direct Request by Customer

## 6. Invoicing Instructions - Progress Claim

6.1 The Innovator must submit a claim for progress payment using form [PWGSC-TPSGC 1111](#).

Each claim must:

- (a) show all information required on form PWGSC-TPSGC 1111 (see sample claim form set out at Annex "C");
- (b) show all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
- (c) be accompanied by an itemized listing of the expenses claimed valued at over \$. Supporting documents (invoices, prepaid bills, time sheets, etc., as applicable) must be retained by the Innovator for verification purposes.
- (d) be accompanied by a progress report for the corresponding period;
- (e) be accompanied by an updated Contract Plan and Report Form - PWGSC-TPSGC 9143, which forms part of Annex "D" of this contract. The Innovator must use the Contract Plan and Report Form, PWGSC-TPSGC 9143 (or an equivalent form acceptable to the Contracting Authority) to report the progress of the Work and the costs to date against the original work plan. An updated copy of the contract plan and report form must be provided with each claim for payment. Receipt and acceptance of the contract plan and report form by the Contracting Authority is a condition for payment in accordance with the Contract.

6.2 Harmonized Sales Tax (HST), as applicable, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no GST/HST payable as it was claimed and payable under the previous claims for progress payments.

6.3 The Innovator must prepare, certify and submit **one original and one copy of the progress claim to the SCIENTIFIC AUTHORITY** identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place. In addition, one copy of each claim along with the attachments cited herein, is to be sent to the DIRP Administrator and the PWGSC Contracting Authority. Although the Contracting Authority's signature is not required on the claim form in order to be processed for payment, the Contracting Authority reserves the right to reject or adjust the claim or subsequent claims where required. The Scientific Authority will certify and then forward the original of the claim to the DIRP Administrator for completion of the remaining certification and payment action.

6.4 The Innovator must not submit claims until all work identified in this claim is completed.

## 7. Certifications

7.1 Compliance with the certifications provided by the Innovator in its Innovation is a condition of the Contract and subject to verification by Canada during the entire contract period. If the Innovator does not comply with any certification or it is determined that any certification made by the Innovator in its Innovation is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 8. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## 9. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording

of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4002 (2010-08-16), Software Development or Modification Services;
- (c) the general conditions 2040 (2015-07-03), General Conditions - Research & Development, apply to and form part of the Contract;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (g) the Innovator's Innovation dated TBD.

**10. Defence Contract** (*as applicable*)

SACC Manual clause A9006C (2012-07-16), Defence Contract

**11. Foreign Nationals (Canadian Innovator)** (*as applicable*)

SACC Manual Clause A2000C (2006-06-16), Foreign Nationals (Canadian Innovator)

**12. Insurance**

The Innovator is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Innovator's expense, and for its own benefit and protection.

**13. Controlled Goods**

1. In the event that this Contract requires production of or access to controlled goods that are subject to the *Defence Production Act*, R.S. 1985, c.D-1, the Innovator and any sub-Innovator are advised that, within Canada, only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: <http://www.cgp.gc.ca>.
2. When the Innovator and any sub-Innovator proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the Innovator and any sub-Innovator must, within seven (7) working days from receipt of written notification of the contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the Innovator has provided proof, satisfactory to the Contracting Authority, that the Innovator and any sub-Innovator are registered, exempt or excluded under the CGP.

Failure of the Innovator to provide proof, satisfactory to the Contracting Authority, that the Innovator and any sub-Innovator are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the Contract except to the extent that Canada is responsible for the failure due to delay in processing the application.

3. The Innovator and any sub-Innovator must maintain registration, exemption or exclusion from the CGP for the duration of the Contract and in any event for so long as they will examine, possess or transfer controlled goods.

**14. Milestone / Phase Authorization**

In the event that Go / No-Go points are identified under the Statement of Work, the Innovator must be notified, in writing, by the Scientific Authority either that it is to proceed with the next milestone/phase or that Canada wishes to withdraw any further support from the Innovation and terminate the Contract without further liability. In the event Canada wishes to withdraw its support, and subject to all other terms and conditions of the Contract, the Innovator will be paid the holdback owing to it in accordance with the holdback provision of the Method of Payment clause contained herein. In no event will the Innovator be paid for any costs incurred in work performed on any unauthorized milestone/phase.

#### 15. **Conduct of Research**

The Work must be carried out in Canada. Any development or production work utilizing Intellectual Property arising from the Work must also be carried out in Canada except where prior agreement is obtained in writing from the Scientific Authority & DIRP Administrator.

The Innovator must use Canadian goods and labour to the extent to which they are capable of performing the Work in an economic and expeditious manner and must encourage Canadian suppliers to develop the necessary capabilities and talents to support the follow-on manufacture in Canada of the product being developed under this Contract.

If the Innovator exploits the work, DND must have the right to acquire goods and services derived from the work on a most-favoured customer basis. In the event of an emergency requirement declared by DND, the Innovator agrees to supply goods and services to DND, on such basis, in priority to any other work the Innovator may have.

The Innovator must not grant licenses to use such inventions, methods or processes to a third party for exploitation outside Canada. However, under exceptional circumstances where a valid case has been presented, the Scientific Authority & DIRP Administrator may consent to development and production elsewhere. Exploitation or Export of any Technology outside of Canada must be in compliance with Canadian Export Control Regulations.

The Innovator may grant Site Licenses to customers for software products developed under this contract, on the conditions that:

- (a) they are solely for customer use at a designated location; and
- (b) the software products must not be copied in whole or in part or provided or otherwise made available to any third party; or
- (c) if the software products are integrated into that customer's own products, or are re-sold by a distributor or agent, then ownership of the Intellectual Property arising from the Work will remain with the Innovator.

#### 16. **Publication of Research Results**

The Innovator may publish the results of the Work subject to security restrictions for classified information under the DIR Program. Where security restrictions exist, this will be indicated in the "Statement of Work" annexed hereto. Nothing in the foregoing must affect compliance with the above-mentioned security requirements.

A statement in a form approved by the Scientific Authority acknowledging the support of the DND DIRP and any associated government department must be included in all published papers or releases, and, where reasonable, in commercial advertising. In no event is any publicity to imply endorsement of any product or process by the Crown. For the purpose of this clause, "publish" includes but is not limited to, news releases, articles, manuscripts, still and motion pictures, speeches at trade association meetings, symposia, advertisements and similar communications. Publication of unclassified research results in reputable scientific journals is encouraged.

#### 17. **Ownership of Equipment**

Title to all equipment, materials and supplies purchased with Government funds will be vested in the Innovator, however, disposal by means of resale or otherwise within two years of the date of purchase is not permitted without the specific written consent of the Scientific Authority.

18. Commercialization in Canada

- (1) In consideration of the Innovator receiving title to the Foreground Information, the Innovator agrees that manufacture of any product or process incorporating or derived from the Foreground Information will be done substantially in Canada and that the provision of any service incorporating or derived from the Foreground Information will be substantially from a base in Canada.
- (2) The Innovator must have satisfied the obligation in subsection (1) in relation to any part of the Foreground Information if a product manufactured substantially in Canada or a service provided substantially from a base in Canada that incorporates or is derived from a part of the Foreground Information that is being offered for general sale by the Innovator or its transferee, assignee or licensee, and at least one arm's-length sale has been made (other than a sale from a transferee, assignee or licensee to the Innovator). The minister for whose department or agency the Work is being carried out may accept other evidence as demonstrating satisfaction of the obligation. When the obligation has been satisfied in relation to any part of the Foreground Information, the obligation must cease to apply to that part of the Foreground Information.
- (3) The Innovator agrees that any of the following, affecting any part of the Foreground Information, would constitute a breach of the Innovator's obligation referred to above:
  - (a) the Innovator or any affiliate, sub-Innovator or agent of the Innovator manufactures outside Canada a product incorporating or derived from the Foreground Information without that product also being manufactured substantially in Canada, or provides from a base outside Canada a service incorporating or derived from the Foreground Information without that service also being provided substantially from a base in Canada;
  - (b) through the act or omission, whether direct or indirect, and whether deliberate or negligent, of the Innovator or its employee or sub-Innovator (including the sale or assignment of the Foreground Information or license or other authorization of the use of the Foreground Information), any person, corporation or other entity is enabled to manufacture outside Canada a product incorporating or derived from the Foreground Information without that product also being manufactured substantially in Canada, or to provide from a base outside Canada a service incorporating or derived from the Foreground Information without that service also being provided substantially from a base in Canada;
  - (c) the Innovator or its transferee or assignee, or a controlling interest in the Innovator or its transferee or assignee, is acquired by a person not resident in Canada or by a corporation or other entity controlled outside of Canada, and that person, corporation or other entity does not enter into an agreement with the minister for whose department or agency the Work was carried out governing the use of the Foreground Information, promptly and before a breach described in paragraph (a) or (b) has occurred.



## ANNEX A

### STATEMENT OF WORK

**Purchase request tool tracking number:** 20XX-XXXXX

#### 1. TITLE

INSERT TITLE

#### 2. BACKGROUND

Insert background if applicable.

#### 3. ACRONYMS

|      |   |
|------|---|
| DRDC | Defence Research and Development Canada |
| SOW  | Statement of Work                       |
| TA   | Technical Authority                     |

#### 4. APPLICABLE DOCUMENTS & REFERENCES

Insert "None" or insert applicable documents as follows:

**AD1:**

#### 5. TASKS

Proposed format #1:

##### 5.1 Task title

Insert description of the task.

##### 5.2 Task title

Insert description of the task.

Proposed format #2:

5.1 Insert description of the task.

5.2 Insert description of the task.

5.3 Insert description of the task.

#### 6. Deliverables

Proposed format #1:

##### **6.1 Deliverables for task 5.1**

Insert description of the deliverables, quantity, and format as applicable.

##### **6.2 Deliverables for task 5.2**

Insert description of the deliverables, quantity, and format as applicable.

Proposed format #2:

| <b>Number</b> | <b>Task Reference</b> | <b>Description of the Deliverables</b> | <b>Quantity and Format</b> |
|---------------|-----------------------|--|----------------------------|
| 6.1           | 5.1                   |  |                            |
| 6.2           | 5.2                   |  |                            |

**7. Date of Delivery**

Proposed format #1

**Deliverable 6.1:** Within X months after contract award.

**Deliverable 6.2:** On or before YYYY-MM-DD.

Proposed format #2

| <b>Deliverable</b> | <b>Delivery date</b>                              |
|--------------------|---|
| 6.1                | Within X months after contract award.             |
| 6.2                | Within X month after delivery of deliverable 6.1. |
| 6.3                | On or before YYYY-MM-DD.                          |
| 6.4                | On or before YYYY-MM-DD.                          |

**8. Language of Work**

Insert the applicable language of work. English, French or English and French.

**9. Location of Work**

Example:

The work must be performed on Contractor site.

Example:

The work must be performed at DRDC:

Defence Research and Development Canada – XXXX Research Centre  
 Building XX  
 XXXX Street Address  
 City, province.  
 Postal code  
 Canada

**10. Travel**

Example when travel **is not** required:

The Contractor is not required to travel.

Example when travel **is** required:

The Contractor is required to travel to the following location under the following tasks:

**Task:** Insert task number

**Location:** Insert location name

**Address:**

Insert complete address

**Duration:** Insert number of days

**Frequency:** Insert frequency

The Treasury Board Travel Directive will apply for any travel, accommodation and living expenses.

**11. Meetings**

Insert "Not required" or insert meeting information.

**12. Government Supplied Material (GSM)**

Insert "None" or insert GSM list and information as follows:

**GSM 1:** Name and description.

Quantity:

Part number:

Serial number:

Inventory number:

**13. Government Furnished Equipment (GFE)**

Insert "None" or insert GFE list and information as follows:

**GFE 1:** Name and description.

Quantity:

Part number:

Serial number:

Inventory number:

**14. Special Considerations**

Insert "None" or insert text.

## 15. Security

### Example:

All work is unclassified and the Contractor will not have access to any classified information.

### Example:

All work is unclassified and the Contractor will not have access to any classified information. When on site, the Contractor will be escorted at all times.

### Example:

There is a security requirement, see Security Requirements Checklist (SRCL) for all details.

## 16. Technical Authority Information

Name

Title/Section

Defence Research and Development Canada – XXXX Research Centre

Address

Telephone

Fax

Email address

**ANNEX B**

**BASIS OF PAYMENT**

**1. LABOUR:** at the following firm rates

Labour, reasonably and properly incurred in performance of the work, must be based on firm hourly rates, inclusive of all overhead, but excluding profit.

The interim hourly rates shown below must be applicable to the identified labour categories for the periods of time as shown. Pending the negotiation of firm labour rates in accordance with Contract Cost Principles (1031-2), the following interim labour rates must be used for billing purposes

**Est.:**

**2. EQUIPMENT / Materials and Supplies:** at laid down cost without markup

**Total Est.:**

**3. TRAVEL AND LIVING EXPENSES:**

The Innovator will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive ([http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/TBM\\_113/td-dv\\_e.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/td-dv_e.asp)), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees" are applicable.

All travel must have prior authorization of the Innovation Authority . All payments are subject to government audit.

**Total Est.: \$**

**4. SUBCONTRACTS/ CONSULTANTS:** at actual cost without markup

**Total Est.:**

**5. GOODS AND SERVICES PROVIDED AT THE INNOVATORS EXPENSE:**

| Claim Category  | Total Direct Costs  | DND Portion |
|-----------------|---|-------------|
| LABOUR          | \$  | \$          |
| MATERIALS       | \$  | \$          |
| EQUIPMENT       | \$  | \$          |
| SUBCONTRACTS    | \$  | \$          |
| CONSULTANTS     | \$  | \$          |
| TRAVEL & LIVING | \$  | \$          |
|                 | <b>TOTAL ESTIMATED COST</b>   | <b>\$</b>   |
|                 | Less Innovator's Portion of firm %  | <b>(\$)</b> |
|                 | <b>Crown's Estimated Cost to a Limitation of Expenditure (GST/HST Extra):</b> | <b>\$</b>   |

With the exception of the firm rate(s) and price(s), the amounts shown in the various items specified above are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Scientific Authority, and provided that the estimated cost does not exceed the aforementioned Limitation of Expenditure.

**ANNEX "C" - SAMPLE**  
**CLAIM FOR PROGRESS PAYMENT**

*Use supplementary claim form DSS-MAS 1112 as required to record detail.*

|  |   |      |                                 |
|--|---|------|---------------------------------|
| Innovator's Name and Address<br><br><i>(INSERT INNOVATOR'S NAME &amp; ADDRESS AS SHOWN ON PAGE ON OF THE CONTRACT)</i> | Claim No.<br>1  | Date | Contract Price (Crown's Share): |
|  | File No.  |      | Contract Serial No.             |
|  | Financial Code(s)<br><i>(see page 1 of contract document)</i> |      |                                 |

Innovator's Report of progress (if more space is required, please use separate sheet)

*(Insert narrative regarding reports)*

| Period of work covered by this claim: <b>Nov. 1/09 - Dec. 31/09</b>  | Current Claim<br>(A)          | Previous Claims<br>(B) | Total to Date<br>(A + B) |
|--|-------------------------------|------------------------|--------------------------|
| <b>Description : (Expenditures are to be claimed <u>in accordance with the contract basis and/or method of payment</u>)</b>                                  |                               |                        |                          |
| 1. <b>DIRECT LABOUR</b> , (see breakdown on attached sheet) at firm daily rates based on the Basis of Payment  | \$                            | -----                  | \$                       |
| 2. <b>MATERIALS &amp; SUPPLIES</b> (see itemization of attached sheet)   | \$                            | -----                  | \$                       |
|  |                               | -----                  |                          |
|  |                               | -----                  |                          |
| <b><u>NOTE: THE ABOVE IS JUST A SAMPLE - PLEASE SEE THE BASIS OF PAYMENT ATTACHED TO THE CONTRACT DOCUMENT FOR THE CORRECT ITEMIZATION OF CATEGORIES</u></b> |                               |                        |                          |
| SUBTOTAL   | \$                            | -----                  | \$                       |
| LESS INNOVATOR'S SHARE (50%)   | (\$)                          | -----                  | (\$)                     |
| TOTAL (CROWN'S SHARE)  | \$                            | -----                  | \$                       |
| Goods and Services Tax (GST) - Applicable to <b>Crown's Share only</b>   | \$                            | -----                  | \$                       |
| Total  | \$                            | -----                  | \$                       |
| 10% holdback on CROWN'S SHARE only (not including GST)   | \$                            | -----                  | \$                       |
| Claim (including GST)  | \$                            | -----                  | \$                       |
| Percentage of the work completed - 10%   | Current Claim - Amount due \$ |                        |                          |

**ANNEX "C" - SAMPLE**  
**CLAIM FOR PROGRESS PAYMENT**

|           |          |                     |
|-----------|----------|---------------------|
| Claim No. | File No. | Contract Serial No. |
|-----------|----------|---------------------|

**CERTIFICATE OF INNOVATOR**

I hereby certify and represent that the following statements are true:

- All authorizations under the contract have been obtained. The claim is consistent with the progress of the work and is in accordance with the terms of the contract.
- Indirect costs have been paid for or accrued in the accounts.
- Direct materials and work under subcontract have been received, accepted and either paid for or accrued in my/our accounts following receipt of invoice from vendor/subInnovator, and have been or will be used exclusively for the purpose of the contract.
- All direct labour costs have been paid for or accrued in my/our accounts and all such costs were incurred exclusively for the purpose of the contract.
- All other direct costs have been paid for or accrued in my/our accounts following receipt of applicable invoice or expense voucher and all such costs were incurred exclusively for the purpose of the contract.
- I have not been given notice of nor am I aware of any liens, encumbrances, changes or other claims against the work.

|                              |                |               |
|------------------------------|----------------|---------------|
| _____<br>Innovator Signature | _____<br>Title | _____<br>Date |
|------------------------------|----------------|---------------|

**CERTIFICATES OF DEPARTMENTAL REPRESENTATIVES**

Scientific/Innovation/Inspection Authority: I certify that the work meets the quality standards required by the contract, and its progress conforms to the terms of the contract.  
 Inspection Authority (All other contracts): I certify that the quality of the work performed is in accordance with the standards required by the contract.

|   |               |
|---|---------------|
| _____<br>Signature of Inspector / Scientific / Innovation Authority | _____<br>Date |
|---|---------------|

PWGSC Representative: I certify that to the best of my knowledge, the claim is consistent with the progress of the work and is in accordance with the contract. This claim, however, may be subject to further verification and any necessary adjustment prior to final settlement.

|                    |                |               |
|--------------------|----------------|---------------|
| _____<br>Signature | _____<br>Title | _____<br>Date |
|--------------------|----------------|---------------|

Customer's Authorized Signing Officer - **To be signed on interim claim:** I certify that the claim is in accordance with the contract.

|                           |                |               |
|---------------------------|----------------|---------------|
| _____<br>Client Signature | _____<br>Title | _____<br>Date |
|---------------------------|----------------|---------------|

Customers Authorized signing Officer - **To be signed on final claim:** I certify that all goods have been received and all services have been rendered, that the work has been properly performed and that the claim is in accordance with the contract.

|                           |                |               |
|---------------------------|----------------|---------------|
| _____<br>Client Signature | _____<br>Title | _____<br>Date |
|---------------------------|----------------|---------------|

**Annexe : D**

**INTELLECTUAL PROPERTY DISCLOSURE CERTIFICATION -  
CERTIFICAT DE DIVULGATION DE LA PROPRIÉTÉ INTELLECTUELLE**

This form is to be completed and signed by the Innovator upon completion of the contract and returned to:

Ce formulaire doit être complété et signé par l'Entrepreneur à la fin du contrat et retourné à l'autorité contractante :

Kate Caves  
Supply Team Leader / Chef d'équipe d'approvisionnements  
Science & Professional Services Directorate  
Aquisitions Branch,  
Public Works and Government Services Canada  
Place du Portage, Phase III, floor 11C1  
11 Laurier Street  
Gatineau, Québec K1A 0S5  
Canada

Direction de l'acquisition de travaux scientifiques et de services professionnels,  
Direction générale des approvisionnements  
Travaux publics et Services gouvernementaux Canada  
Place du Portage, Phase III, 11 C1  
11 rue Laurier, Gatineau (Québec) K1A 0S5  
Canada

Tel: (819) 956-3871 Fax: (819) 997-2229

Contract Title - Titre du contrat:

It is a term of the referenced contract that, regardless of its ownership, all Foreground Information<sup>1</sup> that could be Inventions<sup>1</sup> and all other Foreground Information, must be promptly and fully disclosed to Canada.

Tel que stipulé dans le contrat mentionné ci-dessus, et peu importe à qui sont dévolus les droits de propriété intellectuelle, tous les renseignements originaux \* susceptibles de constituer des inventions\*, de même que tous les autres renseignements originaux découlant de ce contrat, devront être divulgués pleinement et sans délai au Canada.

<sup>1</sup> - defined in the General Conditions identified in the Contract

\* - tels que définis dans les conditions générales identifiées dans le contrat.

**Consequently, the undersigned, being a duly authorized officer of the Innovator, certifies that during the tenure of the contract**

**Par conséquent, le soussigné, étant un agent dûment autorisé de l'Entrepreneur, certifie que durant la période du contrat**

(mark appropriate box):

(cochez la case appropriée):

No Foreground Information was conceived, developed or produced as part of the Work and, therefore the Innovator has nothing to disclose.

Aucun renseignement original n'a été conçu, développé ou produit pendant l'exécution des travaux; l'entrepreneur n'a donc aucun renseignement original à divulguer.

All Foreground Information which was conceived, developed or produced as part of the Work was fully disclosed and documented in the technical reports delivered by the Innovator to the Innovation Authority designated in the Contract, and the Innovator has nothing further to disclose.

Tous les renseignements originaux conçus, développés ou produits pendant l'exécution des travaux ont été entièrement divulgués et documentés dans les rapports techniques livrés par l'Entrepreneur à l'autorité technique indiquée dans le contrat, et l'Entrepreneur certifie qu'il n'existe aucune information supplémentaire à divulguer.

All Foreground Information conceived, developed or produced as part of the Work by the Innovator is hereby fully disclosed in the attached document.

Tous les renseignements originaux conçus, développés ou produits pendant l'exécution des travaux par l'Entrepreneur sont entièrement divulgués dans le document ci-joint.

Signature - Signature: \_\_\_\_\_



Print Name - Nom en caractère imprimé: \_\_\_\_\_  
Title - Titre: \_\_\_\_\_  
Innovator Name - Entrepreneur: \_\_\_\_\_  
Date - Date: \_\_\_\_\_