



100012294

**RETURN BIDS TO:**

**Employment and Social Development  
Canada (ESDC)**

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REQUEST FOR PROPOSAL

<b>Title:</b> Research on Labour Market Impacts of the Temporary Foreign Worker Program	
<b>Solicitation :</b> 100012294	<b>Date:</b> May 21, 2019
<b>Solicitation Closes:</b> September 30, 2019 @ 02 :00 PM / 14 h EDST	
<b>Address Inquiries to :</b> <a href="mailto:nc-solicitations-gd@hrsdc-rhdcc.gc.ca">nc-solicitations-gd@hrsdc-rhdcc.gc.ca</a> Size limit – 13MB	

Proposal To: Employment and Social Development Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

**Instructions : See Herein**

<b>Vendor/firm Name and address :</b>	
<b>Telephone:</b>	
<b>E-mail:</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/firm (type or print)</b>	
<b>Signature</b>	<b>Date</b>



## **TABLE OF CONTENTS**

### **PART 1 - GENERAL INFORMATION**

1. Introduction
2. Summary
3. Debriefings

### **PART 2 - BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws

### **PART 3 - BID PREPARATION INSTRUCTIONS**

1. Bid Preparation Instructions

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. Evaluation Procedures
2. Basis of Selection

### **PART 5 - CERTIFICATIONS**

1. Certifications Precedent to Contract Award

### **PART 6 – SECURITY**

1. Security Requirement

### **PART 7 - RESULTING CONTRACT CLAUSES**

1. Applicable Laws
2. Priority of Documents
3. Statement of Work
4. Standard Clauses and Conditions
5. Security Requirement



6. Period of Contract
7. Authorities
8. Basis of Payment
9. Method of Payment
10. Invoicing Instructions
11. Proactive Disclosure of Contracts with Former Public Servants
12. Certifications
13. Intellectual Property

**List of Annexes:**

- Annex "A" Statement of Work  
Annex "B" Evaluation Criteria



## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation

Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection

Part 5 Certifications: includes the certifications to be provided

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract

### **2. Summary**

This is a Request for Proposals for collaborative research programs on the labour market impacts related to temporary foreign workers' participation in the Canadian workforce. The research will complement the current evaluation of the Temporary Foreign Worker Program, which is underway. ***It is anticipated that two contracts will be awarded in the amount of \$85,000 each.*** The contractor will utilize multiple data sources, including the Canadian Employer-Employee Dynamics Database, which contains data that can be linked from multiple data files originating from Immigration, Refugees, and Citizenship Canada, Canada Revenue Agency, and Employment and Social Development Canada. This database is accessible through Statistics Canada to perform analysis on the impact of the Temporary Foreign Worker Program. Findings from the research are expected to be disseminated to various audiences (e.g., policy-makers, academics, parliamentarians, practitioners, general public, etc.).

### **3. Debriefings**



100012294

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.



## **PART 2 - BIDDER INSTRUCTIONS**

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

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the exception of the following:

1. Replace references to 'Public Works and Government Services Canada' with 'Employment and Social Development Canada';
2. Delete Section 02, Procurement Business Number, in its entirety;
3. Revise Subsection 2d. of Section 05, Submission of Bids, to read:  
*"send its bid only to the physical or e-mail address specified on Page 1"*.
4. Subsection 5.4 of Section 05 is amended as follows:  
Delete: sixty (60) days  
Insert: ninety calendar (90) days
5. Delete Subsections 1a. and 1b. of Section 12, Rejection of Bid, in their entirety.
6. Delete Subsection 2. of Section 20, Further Information, in its entirety.

### **2. Submission of Bids**

Bids must be received at the email address [nc-solicitations-gd@hrsdc-rhdcc.gc.ca](mailto:nc-solicitations-gd@hrsdc-rhdcc.gc.ca), by the time and date indicated on the cover page of this RFP document.

It is the Bidders responsibility to ensure their proposal and all associated documents are received in full and on time. It is advised that Bidders send the proposal in advance of the closing time to ensure confirmation of receipt. Bidders should ensure e-mails do not exceed 13MB to avoid problems with transmission.

### **3. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar days *before* the bid closing date. Enquiries received after that time may not be answered.



Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders 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 Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

#### **4. Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.



## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

Canada requests that Bidders provide their full company name and address, e-mail address, as well as contact name, and telephone number.

Canada requests that bidders provide their bid in two separate files, when in soft copy, as follows:

Section I: Technical Bid 1 soft copy via e-mail [nc-solicitations-gd@hrsdc-rhdcc.gc.ca](mailto:nc-solicitations-gd@hrsdc-rhdcc.gc.ca)

Section II: Financial Bid 1 soft copy via e-mail [nc-solicitations-gd@hrsdc-rhdcc.gc.ca](mailto:nc-solicitations-gd@hrsdc-rhdcc.gc.ca)

Section III: Certifications 1 soft copy via e-mail [nc-solicitations-gd@hrsdc-rhdcc.gc.ca](mailto:nc-solicitations-gd@hrsdc-rhdcc.gc.ca)

***Prices must appear in the financial bid only.***

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) Use 8.5 x 11 inch (216 mm x 279 mm) paper format;
- (b) Use a numbering system that corresponds to the bid solicitation.

#### **Section I: Technical Bid**

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach (if applicable) in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly 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 bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

All mandatory technical criteria are identified specifically with the words “shall”, “must”, or “will”. The Technical Bid must demonstrate compliance with all mandatory evaluation criteria and must also specifically respond to each of the point-rated evaluation criteria.



**Section II: Financial Bid**

Bidders must submit their Financial Bid in Canadian funds, in accordance with the Pricing Schedule detailed in **Attachment 1 to Part 3**. The total amount of Goods and Services Tax (GST) must be shown separately, if applicable.

**Section III: Certifications**

Bidders must submit the certifications required under Part 5.



### ATTACHMENT 1 TO PART 3 Pricing Schedule

The bidder must complete this pricing schedule and include it in its Financial Bid.

Any estimated level of services specified in this pricing schedule is provided for bid evaluation price determination purposes only. Levels of efforts are provided as estimates only, and must not be construed as a commitment by ESDC to respect those estimates in any resulting contract.

In order to complement the current evaluation of the Temporary Foreign Worker Program, research teams must address the following three issues for a maximum budget of **\$85,000**:

1. Potential impacts of the Temporary Foreign Worker Program’s low-wage stream on the Canadian labour market, focussing on the potential suppression of Canadian wages and displacement of Canadian workers.  
**(Must make up no more than \$55,000 of the proposed budget for the project).**
  
2. The extent to which the Temporary Foreign Worker Program is meeting the needs of Canadian firms and the labour market as a whole.  
**(Must make up no more than \$15,000 of the proposed budget for the project).**
  
3. The effects of the reformed Temporary Foreign Worker Program on Canadian businesses and the labour market.  
**(Must make up no more than \$15,000 of the proposed budget for the project).**

The Contractor will be paid in accordance with the following milestones/deliverables

#### Payment Schedule

Milestone No.	Description or Deliverable	Due Date	% of Total Contract	Firm Price
<b>1</b>	Revised methodology and outline of project due	Signature date + 6 weeks	10%	
<b>2</b>	First draft interim report due	Signature date + 28 weeks	20%	
	Revised interim report due based on ESDC feedback	Signature date + 42 weeks	10%	



<b>3</b>	Organization and participation to workshop based on interim report	Signature date + 48 weeks	10%	
<b>4</b>	Draft final report due	Signature date + 90 weeks	30%	
	Revised final report and executive summary due based on ESDC feedback	Signature date + 102	15%	
<b>5</b>	Presentation to ESDC staff and stakeholders on findings and final report	Signature date + 108	5%	



## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **1.1 Technical Evaluation**

Mandatory and point rated technical evaluation criteria are included in Annex "B".

#### **1.2 Financial Evaluation**

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

### **2. Basis of Selection**

#### **2.1 Basis of Selection - Highest Combined Rating of Technical and Price**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of 117 points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of 155 points.
2. Bids not meeting "(a) or (b) or (c)" will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 90 % for the technical merit and 10 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 90%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 10 %.



6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.
8. Tie Breaker: When two or more responsive proposals achieve the identical score, the proposal with the highest score in the Technical Merit will be will be recommended for contract award..



## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will render the bid non-responsive or will constitute a default under the Contract.

### **1. Mandatory Certifications Precedent to Contract Award**

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement.

Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

#### **1.1 Declaration of Convicted Offences**

If requested by the Contracting Authority, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

#### **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.



## 1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Human Resources and Social Development Canada \(ESDC\) - Labour's](#) website

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

## 1.3 Former Public Servant Certification

Contracts awarded to 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 awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

### *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.
- e. "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.



- f. "pension" means 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

As per the above definitions, is the Bidder\* a FPS in receipt of a pension? **Yes** ( ) **No** ( )

\* Bidder (For greater clarity, the "Bidder" means the vendor legal entity (e.g. not a resource of the vendor legal entity).

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

#### Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** ( ) **No** ( )

If so, the Bidder 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 adjustment 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, including Applicable Taxes.

#### **1.4 Status and Availability of Resources**

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

#### **1.5 Education and Experience**

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.



## **PART 6 – SECURITY**

For the purposes of this project, Statistics Canada has accepted the responsibility for performing the security clearances necessary for external suppliers and its researchers to access Statistics Canada's Research Data Centre network or at the Canadian Centre for Data Development and Economic Research at Statistics Canada's head office in Ottawa.



## **PART 7 - RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### **1. Applicable Laws**

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

### **2. 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 General Conditions 2035 - Higher Complexity - Services (2018-06-21);
- (c) Annex "A", Statement of Work;
- (d) the Contractor's bid dated \_\_\_\_\_,

### **3. Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

### **4. 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* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Whenever 'Public Works and Government Services Canada' appears in any of the standard clauses or the General or Supplemental Conditions replace with "Employment and Social Development Canada".

#### **4.1 General Conditions**

2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract, with the following exceptions:



- 4.1.1 Delete reference to ‘Client Reference Number (CRN)’ and ‘Procurement Business Number (PBN)’ from Section 12, sub-section 2.a
- 4.1.2 Delete sub-sections 14
- 4.1.3 Delete sub-sections 15
- 4.1.4 Delete sub-sections 19
- 4.1.5 Delete sub-sections 20

## **5. Security Requirement**

For the purposes of this project, Statistics Canada has accepted the responsibility for performing the security clearances necessary for external suppliers and its researchers to access Statistics Canada's Research Data Centre network or at the Canadian Centre for Data Development and Economic Research at Statistics Canada's head office in Ottawa.

## **6. Period of the Contract**

The period of the Contract is from \_\_\_\_\_ (*fill in start date of the period*) to \_\_\_\_\_ inclusive (*fill in end date of the period*).

## **7. Authorities**

### **7.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Employment and Social Development Canada  
Procurement and Contracting

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 Contractor 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.

### **7.2 Project Authority**

The Project Authority for the Contract is:

To be provided at time of Contract award



The Project 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 Project Authority; however, the Project 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.

### **7.3 Contractor's Representative**

The Contractor's Representative for the Contract is:

To be provided at time of Contract award

## **8. Payment**

### **8.1 Basis of Payment – Firm Lot Price(s)**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price” of \$ \_\_\_\_\_. Customs duties are included, and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

## **9. Method of Payment**

### **9.1 Milestone Payments**

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

### **9.2 Schedule of Milestones**



The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

<b>Milestone No.</b>	<b>Description or Deliverable</b>	<b>Due Date</b>	<b>% of Total Contract</b>	<b>Firm Price</b>
<b>1</b>	Revised methodology and outline of project due	Signature date + 6 weeks	10%	
<b>2</b>	First draft interim report due	Signature date + 28 weeks	20%	
	Revised interim report due based on ESDC feedback	Signature date + 42 weeks	10%	
<b>3</b>	Organization and participation to workshop based on interim report	Signature date + 48 weeks	10%	
<b>4</b>	Draft final report due	Signature date + 90 weeks	30%	
	Revised final report and executive summary due based on ESDC feedback	Signature date + 102 weeks	15%	
<b>5</b>	Presentation to ESDC staff and stakeholders on findings and final report	Signature date + 108 weeks	5%	

## **10. Invoice Submission**

1. Invoices must be submitted in the Contractor's name, either by mail to the address on the cover page or by e-mail to the Project Authority (see article 7.2). The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:



- a. the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, and financial code(s);
  - b. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
  - c. deduction for holdback, if applicable;
  - d. the extension of the totals, if applicable; and
  - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
  4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

#### **10.1. T1204 Information Reporting by Contractor**

1. Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, R.S. 1985, c.1 (5<sup>th</sup> Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

#### **11. Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada

#### **12. Certifications**

- 12.1 The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid 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.



## **13. Intellectual Property**

### **Contractor to Own Intellectual Property Rights in Foreground Information**

- **01** Interpretation
- **02** Disclosure of Foreground Information
- **03** Contractor to Own Intellectual Property Rights in Foreground Information
- **04** License to Intellectual Property Rights in Foreground Information
- **05** License to Intellectual Property Rights in Background Information
- **06** Right to License
- **07** Transfer of Intellectual Property Rights in Foreground Information
- **08** Sale, Assignment, Transfer or Licensing of Intellectual Property Rights in Foreground Information
- **09** Access to Information; Exception to Contractor Rights
- **10** Waiver of Moral Rights

#### **01 Interpretation**

1. In the Contract,

"Background Information" means all Technical Information that is not Foreground Information and that is proprietary to or the confidential information of the Contractor, its Subcontractors or any other supplier of the Contractor;

"Commercial Exploitation in Competition with the Contractor" does not include exploitation by Canada or by any contractor where the good or service produced through such exploitation is for end use by Canada, nor does it include dissemination or distribution by Canada to persons or to other governments at or below cost of any good or service delivered under the Contract or produced through such exploitation;

"Firmware" means any computer program stored in integrated circuits, read-only memory or other similar devices;

"Foreground Information" means any Invention first conceived, developed or reduced to practice as part of the Work under the Contract and all other Technical Information conceived, developed or produced as part of the Work under the Contract;



"Intellectual Property Right" means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders' rights) or arising from protection of information as a trade secret or as confidential information;

"Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable;

"Software" means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or upon any medium, and any computer database, and includes modifications to any of the foregoing;

"Technical Information" means all information of a scientific, technical, or artistic nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, processes, techniques, know-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, collections of information, manuals and any other documents, and Software. Technical Information does not include data concerned with the administration of the Contract by Canada or the Contractor, such as internal financial or management information, unless it is a deliverable under the Contract.

## **02 Disclosure of Foreground Information**

1. The Contractor shall promptly report and fully disclose to the Minister all Foreground Information that could be Inventions, and shall report and fully disclose to the Minister all other Foreground Information not later than the time of completion of the Work or such earlier time as the Minister or the Contract may require.
2. The Contractor shall, in each disclosure under this section, indicate the names of all Subcontractors at any tier, if any, in which Intellectual Property Rights to any Foreground Information have vested or will vest.
3. Before and after final payment to the Contractor, the Minister shall have the right to examine all records and supporting data of the Contractor which the Minister reasonably deems pertinent to the identification of Foreground Information.

## **03 Contractor to Own Intellectual Property Rights in Foreground Information**

1. Subject to subsection 3 and section 07 (Transfer of Intellectual Property Rights in Foreground Information ), and without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Contract or that relate to information or data supplied by Canada for purposes of the Contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of the Contractor.



2. Notwithstanding the Contractor's ownership of the Intellectual Property Rights in Foreground Information that is a prototype, model or custom or customized system or equipment together with associated manuals and other operating and maintenance documents and tools, Canada shall have unrestricted ownership rights in those deliverables, including the right to make them available for public use, whether for a fee or otherwise, and, except in the case of Software that is not necessary for the operation of the prototype, model or system or equipment, the right to sell them.
3. (i) Where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (ii), then the Intellectual Property Rights that shall vest under subsection 1 shall be restricted to the Intellectual Property Rights in Foreground Information that is capable of being exploited without the use of the information or data supplied by Canada or such personal information. All Intellectual Property Rights in any database or other compilation, the Foreground Information in which cannot be exploited without the use of such information, data, or personal information, shall vest in Canada. The Contractor agrees that it shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract, and shall not dispose of it except by returning it to Canada. The Contractor shall comply with the General Conditions of the Contract in regard to maintaining the confidentiality of such information, data or personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information, upon the completion or termination of the Contract or at such earlier time as the Minister may require.  
  
(ii) Notwithstanding subsection 1, if the Work under the Contract involves the collection of personal information as that term is defined in the Privacy Act (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.

#### **04 License to Intellectual Property Rights in Foreground Information**

1. In consideration of Canada's contribution to the cost of development of the Foreground Information, the Contractor hereby grants to Canada a nonexclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise all Intellectual Property Rights in the Foreground Information that vest in the Contractor pursuant to section 03, for any public purpose except Commercial Exploitation in Competition with the Contractor. Canada's license to the Intellectual Property Rights in the Foreground Information also includes the right to disclose the Foreground Information to other governments for information purposes only. The Intellectual Property Rights arising from any modification, improvement, development or translation of the Foreground Information that is effected by or for Canada in the exercise of this license shall vest in Canada, or in such person as Canada shall decide.



2. The Contractor acknowledges that Canada may wish to award contracts for any of the purposes contemplated in subsection 1 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in the Foreground Information that vest in the Contractor pursuant to section 03, includes the right to disclose the Foreground Information to bidders for such contracts, and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require the bidder or the contractor not to use or disclose any Foreground Information except as may be necessary to bid for or to carry out that contract.
3. For greater certainty and without limiting the generality of subsections 1 and 2, Canada's right to modify, improve, translate, reproduce or further develop any Foreground Information pursuant to subsections 1 and 2:
  1. applies to Foreground Information that is Software, notwithstanding any terms to the contrary delivered by the Contractor with any deliverable, including the wording on any shrink-wrapped license attached to any deliverable; and
  2. includes the right to reproduce and use Foreground Information that is Software, or any modified or improved or translated or further developed form of it, on any and all computer systems owned, leased or operated by Canada anywhere in the world.
4. Notwithstanding subsections 1,2, and 3, if any Foreground Information arises solely from correction by the Contractor of errors in Background Information that is Software, or from minor modifications made by the Contractor to such Software, then the license set out in subsections 1, 2 and 3 shall not apply to that Foreground Information and, unless otherwise agreed, the license that applies to such Background Information shall apply to that Foreground Information.
5. Where the Intellectual Property Rights in any Foreground Information are or will be owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections 1, 2 and 3 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Foreground Information.
6. If the Contractor wishes to make use of any Canada-owned information that was supplied for purposes of the Contract, for the commercial exploitation or further development of any of the Foreground Information, then the Contractor may make a written request for a license to exercise the required Intellectual Property Rights in that Canada-owned information, to the Minister. The Contractor shall give the Minister an explanation as to why such a license is required. The Minister shall respond in writing to the request within a reasonable period of time. If the request is refused, the response shall provide an



explanation for the refusal. Should the Minister agree to grant such a license, it shall be on terms and conditions to be negotiated between the Contractor and the Minister. It is understood that those terms may include payment of compensation to Canada.

7. The Contractor may apply to the Minister for a license to commercially exploit a translation of the Foreground Information which is effected by or for Canada, subject to the same restrictions and obligations as apply under the Contract to commercial exploitation of the Foreground Information that was translated. Any such license shall be on terms and conditions to be negotiated between the Contractor and the Minister. It is understood that those terms may include payment of compensation to Canada.

### **05 License to Intellectual Property Rights in Background Information**

1. The Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required for the following purposes:
  1. for the use, operation, maintenance, repair or overhaul of the Work;
  2. in the manufacturing of spare parts for maintenance, repair or overhaul of any custom part of the Work by Canada if those parts are not reasonably available to enable timely maintenance, repair or overhaul;
  3. for disclosure to any contractor engaged by Canada (or bidder for such a contract) to be used solely for a purpose set out in paragraph (a) or (b), but only if the Contractor is unable or unwilling to carry out the maintenance, repair or overhaul or provide the spare parts on reasonable commercial terms and within reasonable delivery times;  
and the Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.
2. The Contractor hereby further grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in the Background Information incorporated into the Work or necessary for the performance of the Work as are necessary in order for Canada to modify, improve or further develop the Foreground Information. Canada's rights under this subsection 2 shall not include the right to reproduce the whole or part of any deliverable under the Contract that does not incorporate Foreground Information, save that Canada may reproduce any drawings, plans, designs, or other Background Information that are subject to copyright or industrial design protection, for purposes of modification, improvement or further development of the Foreground Information by or for Canada. The Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.



3. Notwithstanding subsections 1 and 2, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract.
4. The Contractor acknowledges that, subject to paragraph (c) of subsection 1, Canada may wish to award contracts for any of the purposes contemplated in subsections 1 and 2 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in Background Information includes the right to disclose the Background Information to bidders for such contracts, and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.
5. Where the Intellectual Property Rights in any Background Information are owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections 1 and 2 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Background Information.

## **06 Right to License**

The Contractor represents and warrants that the Contractor has, or the Contractor undertakes to obtain, the right to grant to Canada the license to exercise the Intellectual Property Rights in the Foreground Information and the Background Information as required by the Contract.

## **07 Transfer of Intellectual Property Rights in Foreground Information**

1. Until the Contractor completes the Work and discloses all of the Foreground Information in accordance with section 02 (Disclosure of Foreground Information), the Contractor shall not, without the prior written permission of the Minister, sell, assign or otherwise transfer title to the Intellectual Property Rights in any Foreground Information, or license or otherwise authorize the use of the Intellectual Property Rights in any of the Foreground Information by any person.
2. If Canada terminates the Contract in whole or in part for default, or if the Contractor fails to disclose any Foreground Information in accordance with section 02, the Minister may, by notice given not later than 90 days from the date of termination or from the date Canada learns of the failure to disclose, as the case may be, require the Contractor to convey to Canada all of the Intellectual Property Rights in the Foreground Information or, in the case of a notice based on failure to disclose, all of the Intellectual Property Rights in the Foreground Information not disclosed. In the case of either notice, the rights to be conveyed shall include the Intellectual Property Rights in any Foreground Information



that have vested or are to vest in a Subcontractor at any tier. In the case of Intellectual Property Rights in Foreground Information which have been sold or assigned to a party other than a Subcontractor at any tier, the Contractor shall not be obligated to convey rights to Canada in accordance with this subsection, but shall pay to Canada on demand an amount equal to the consideration which the Contractor received from the sale or assignment of the Intellectual Property Rights in that Foreground Information or, in the case of a sale or assignment that was not at arm's length, the fair market value of the Intellectual Property Rights in that Foreground Information, in each case including the value of future royalties or license fees.

3. In the event of the issuance by the Minister of a notice under subsection 2, the Contractor shall, at its own expense and without delay, execute such conveyances or other documents relating to title to the Intellectual Property Rights as the Minister, and the Contractor shall, at Canada's expense, afford the Minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for, or any registration of, any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

### **08 Sale, Assignment, Transfer or Licensing of Intellectual Property Rights in Foreground Information**

1. In any sale, assignment, transfer or license of Intellectual Property Rights in Foreground Information by the Contractor except a sale or license for end use of a product based on Foreground Information, the Contractor shall impose on the other party all of its obligations to Canada in relation to the Intellectual Property Rights in the Foreground Information and any restrictions set out in the Contract on the use or disposition of the Intellectual Property Rights in the Foreground Information (and, if applicable, the Foreground Information), including the obligation to impose the same obligations and restrictions on any subsequent transferee, assignee or licensee.
2. The Contractor shall promptly notify Canada of the name, address and other pertinent information in regard to any transferee, assignee or licensee referred to in subsection 1, and shall ensure that such party is required to do the same with regard to any subsequent transferee, assignee or licensee.
3. The Contractor shall not charge or permit any person to charge a royalty or other fee to Canada in respect of the Intellectual Property Rights in any Foreground Information for purposes of a contract or other arrangement with Canada. Where the contract or other arrangement is for a product based on Foreground Information or on any modification or improvement thereof, the Contractor shall grant to Canada a reasonable credit against its commercial price for that product to take into account Canada's financial contribution toward the development of the product, and in the case of a product owned by a transferee, assignee or licensee of the Intellectual Property Rights in any Foreground Information, the Contractor shall ensure that such party is required to do the same.



## **09 Access to Information; Exception to Contractor Rights**

1. Subject to the Access to Information Act, R.S.C., c. A-1 and to any right of Canada under the Contract, Canada shall not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is confidential information or a trade secret of the Contractor or a Subcontractor.
2. Notwithstanding subsection 1, nothing in these terms and conditions shall be construed as limiting Canada's right to exercise the Intellectual Property Rights in any Foreground Information or any Background Information, or to disclose any Foreground Information or any Background Information, to the extent that such information:
  1. is or becomes in the public domain, or to the extent that the Contractor does not benefit from or ceases to benefit from any intellectual property rights protection for such information under legislation or at law (other than under the terms of the Contract), for any reason including as a result of Canada's use or disclosure of deliverables under the Contract for any purpose whatever that is not expressly excluded under the Contract;
  2. is or becomes known to Canada from a source other than the Contractor, except from any source that is known to Canada to be under an obligation to the Contractor not to disclose the information;
  3. is independently developed by or for Canada; or
  4. is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

## **10 Waiver of Moral Rights**

1. The Contractor shall obtain a written permanent waiver of moral rights (as this term is defined in the Copyright Act, R.S.C., c. C-42), in a form acceptable to the Minister, from every author that contributes to any Foreground Information which is subject to copyright protection and which is deliverable to Canada under the terms of the Contract. At the request of the Minister (be it at the completion of the Work or at any other time as the Minister may require), the Contractor shall provide the written waiver(s) of moral rights to the Minister.
2. If the Contractor is an author of the Foreground Information referred to in subsection 1, the Contractor hereby permanently waives the Contractor's moral rights in that Foreground Information.



## ANNEX “A” STATEMENT OF WORK

**1. TITLE:** Research on Labour Market Impacts of the Temporary Foreign Worker Program

### **2. OBJECTIVE**

This is a Request for Proposals for collaborative research programs on the labour market impacts related to temporary foreign workers’ participation in the Canadian workforce. The research will complement the current evaluation of the Temporary Foreign Worker Program, which is underway. *It is anticipated that two contracts will be awarded in the amount of \$85,000 each.* The contractor will utilize multiple data sources, including the Canadian Employer-Employee Dynamics Database, which contains data that can be linked from multiple data files originating from Immigration, Refugees, and Citizenship Canada, Canada Revenue Agency, and Employment and Social Development Canada. This database is accessible through Statistics Canada to perform analysis on the impact of the Temporary Foreign Worker Program. Findings from the research are expected to be disseminated to various audiences (e.g., policy-makers, academics, parliamentarians, practitioners, general public, etc.).

### **3. BACKGROUND**

#### **The Temporary Foreign Worker Program**

The Temporary Foreign Worker Program promotes economic growth by enabling employers in Canada to hire foreign workers on a temporary basis to meet short-term skill and labour needs when Canadians or permanent residents are not available. It is governed by the Immigration and Refugee Protection Act and the Immigration and Refugee Protection Regulations. The Program is jointly administered by Employment and Social Development Canada (ESDC) and Immigration, Refugees and Citizenship Canada with support from the Canada Border Services.

Programs allowing temporary foreign workers to enter Canada have evolved since originally introduced in the 1960s. The Seasonal Agricultural Worker Program was established in 1966 to focus on that one sector of the economy. The Temporary Foreign Worker Program focused on high-skilled workers from its beginning in 1973 until 2002, when the federal government introduced changes to the Program to include low-skilled workers. The number of temporary foreign workers who entered Canada peaked in 2012 at just over 199,000 and declined each year after that to just over 90,000 in 2015.



In June 2014, the Government of Canada announced reforms, and subsequent restructuring into two distinct programs; the Temporary Foreign Worker Program and the International Mobility Program<sup>1</sup> (formerly a stream under the Temporary Foreign Worker Program). The reforms to the Temporary Foreign Worker Program were aimed at addressing employers who were no longer using the Program as a last resort, employers building business models based on the Program, and abuse of temporary foreign workers.<sup>2</sup> The reforms increased requirements on employers who wished to hire temporary foreign workers by replacing the Labour Market Opinion with the Labour Market Impact Assessment to determine the impact of hiring foreign workers on the Canadian labour market. Specifically, the Program was reformed to:

- limit employers' access to temporary foreign workers, in order to ensure that Canadians are considered first;
- make use of more and better labour market information to inform departmental decisions; and,
- enable stronger enforcement and tougher penalties for employers that do not comply with program requirements.

Additionally, under the 2014 reforms the program was divided into five streams:

1. *The High-wage stream:* includes positions for which the offered wage rate is at or above the provincial/territorial median wage. Those occupations include: managerial, scientific, professional and technical positions as well as the skilled trades.
2. *The Low-wage stream:* includes positions that are paid below the provincial/territorial median wage such as general labourers, food counter attendants, sales and service personnel.
3. *The In-home Caregiver stream:* allows families to hire a foreign caregiver to provide care, in a private residence, to children, seniors or persons with certified medical needs, when Canadians and permanent residents are not available. The families have a choice to hire the caregiver to live in-home or off residence. There are two categories of in-home caregivers: caregivers for children and caregivers for people with high medical needs.
4. *The Primary Agriculture stream:* is comprised of the following sub-streams.

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<sup>1</sup> Carving out the International Mobility stream as a distinct Program was meant to cater to more specialized needs serving “competitive advantages” to Canada.

<sup>2</sup> 2017 Spring Reports of the Auditor General of Canada to the Parliament of Canada. [http://www.oag-bvg.gc.ca/internet/English/parl\\_oag\\_201705\\_05\\_e\\_42227.html](http://www.oag-bvg.gc.ca/internet/English/parl_oag_201705_05_e_42227.html) ,



- Seasonal Agricultural Worker Program for temporary foreign workers from Mexico or participating Caribbean Countries and production included on the National Commodities List;
  - Agricultural stream for temporary foreign workers from any country and production included on the National Commodities List;
  - Stream for any high-wage agricultural position and production not included on the National Commodities List; and,
  - Stream for any low-wage agricultural position and production not included on the National Commodities List.
5. *The Stream to Support Permanent Residency*: is intended for employers who apply for a Labour Market Impact Assessment to support a foreign worker's application for permanent residency or to allow the foreign worker to work in Canada while they apply for permanent residency.

In addition to the above streams, on June 12, 2017, the federal government launched a two year Global Talent Stream pilot. This stream is designed for innovative firms in Canada that are referred to ESDC by a designated referral partner and that need unique and specialized foreign nationals in order to scale-up and grow.

### **ESDC Evaluation of the Temporary Foreign Worker Program**

Employment and Social Development Canada (ESDC) evaluates program performance on the basis of a five-year Evaluation plan and in accordance with the Treasury Board Secretariat Policy on Results<sup>3</sup>. The current evaluation of the Temporary Foreign Worker Program started in early 2018 and will be completed in early 2020. Early findings from the research conducted under this contract will complement evaluation findings.

### **Temporary Foreign Worker Program data**

In the spring of 2017, the Office of the Auditor General released a performance audit of the Temporary Foreign Worker Program<sup>4</sup>. One of the conclusions was that the Program did not have sufficient performance measurement approaches that allowed it to determine whether it was having unintended consequences, such as suppressing wages, displacing Canadians/permanent residents, or discouraging capital investment and innovation. The report recommended that

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<sup>3</sup> <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=31300>

<sup>4</sup> 2017 Spring Reports of the Auditor General of Canada to the Parliament of Canada. [http://www.oag-bvg.gc.ca/internet/English/parl\\_oag\\_201705\\_05\\_e\\_42227.html](http://www.oag-bvg.gc.ca/internet/English/parl_oag_201705_05_e_42227.html)



“Employment and Social Development Canada (ESDC) conduct analyses to determine the Temporary Foreign Worker Program’s impact on the labour market”.

In October 2017, ESDC agreed with the Auditor General’s recommendation and committed to the House of Commons Standing Committee on Public Accounts to work with academics on the question of the Program’s impact on the labour market and to do the best possible analysis on this issue<sup>5</sup>.

To support these commitments, in fall 2017 ESDC hosted a workshop with the Canadian research community on Methodological Approaches to Assessing the Implications of Temporary Foreign Workers on the Canadian labour market. The workshop concluded that there is a need for follow-up vis-à-vis further research and that this research and analysis could be improved by increasing secure access to available data for researchers and linking data from different federal departments.

Accordingly, ESDC continues to collaborate with other federal departments to support researchers’ analytical capacity in this area by improving access to relevant data. Statistics Canada created the Canadian Employer-Employee Dynamics Database, which is available through its Canadian Centre for Data Development and Economic Research located at Statistics Canada in Ottawa, Ontario. The Centre operates on a cost-recovery basis (for further information see Annex A). Costs for data access will be covered by ESDC. The Database is a matched, longitudinal employer-employee database that includes both firm-level and individual level data, with universal coverage. It is a set of linkable files from different sources (Statistics Canada, ESDC, and Immigration, Refugee and Citizenship Canada) which include:

- Temporary Residents file containing Temporary Foreign Worker Program and International Mobility Program work permit holders by year in which permit(s) became effective. Dataset includes data from 2004-2016.
- T4 Statement of Remuneration Paid files containing data on all individuals that have received employment income, commissions, taxable allowances and benefits, fishing income or another remuneration as an employee of a company. Each T4 tax file represents a single tax year and contains records for all individuals that have received employment income in that tax year and are available yearly for all tax years since 1999.

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<sup>5</sup> Report 5, Temporary Foreign Worker Program, of the Spring 2017 Reports of the Auditor General. Report of the Standing Committee on Public Accounts.



- The National Account Longitudinal Microdata containing variables related to measures of productivity, firm revenues, and employment. It links annual employment and administrative data from T4s, PD7s<sup>6</sup>, and T2s.
- Record of Employment file containing information related to job separation.
- T1 files containing demographic information and reported earnings of individual tax filers. It can also be used to link individual tax filers to their spouse and children at the census family level. T1 self-employment income report can be used to identify information related to unincorporated business owners.
- T2 files containing T2 Schedules and Schedule 50 which are linked to T1 and T4 files to identify information related to incorporated businesses including employment, revenue, profit and industry code.
- Trade by Import Characteristics – Goods file containing estimates formed by linking customs merchandise trade data records to business entities in Statistics Canada's Centralized Business Register.
- Trade by Exporter Characteristics file containing aggregate statistical information and analysis on characteristics of Canadian businesses who export goods to countries outside of Canada. At the enterprise level, such characteristics include value of exports and the number of exporting enterprises by employment size, number of partner countries, country of destination, concentration of exports, size of exports, and industry according to the North American Industry Classification System. Supplementary information at the establishment level includes data by industry according to the classification system of the exporting establishment, available by province and territories.
- Longitudinal Immigration Database contains detailed and reliable information on the performance and impact of immigration programs. It combines linked administrative immigration and tax data files. It is a comprehensive source of data on the socio-economic outcomes of the immigrant tax filer population in Canada.

Analysis can be done with the data at a cross-sectional basis or a longitudinal basis. The set of linkable files in the Database will allow researchers to add and process variables from different component files separately. To ensure confidentiality of the business data, the files can only be accessed through Statistic's Canada's Canadian Centre for Data Development and Economic Research located in Ottawa, Ontario (for details on access refer to Annex A).

Through the Centre researchers will also have access to the Temporary Foreign Worker Program administrative data from the Labour Market Impact Assessments completed by employers. This includes data on foreign worker positions, wages, hours worked, geographic location, occupation and sector. It also includes qualitative information on issues such as whether and why local

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<sup>6</sup> PD7s are Statement of Accounts for current source deductions issued by Canada Revenue Agency to businesses with employees that send in Canada Pension Plan contributions, Employment Insurance premiums, and income tax deductions on behalf of their employees.



workers were laid off, and the expected labour market impact of creating temporary foreign worker positions.

This data and any other relevant data sources that are available to researchers will be used by the researchers to generate new evidence related to temporary foreign workers and the Canadian labour market.

#### 4. PROJECT REQUIREMENTS

Employment and Social Development Canada (ESDC) is committed to building and using partnerships with research communities and key stakeholders to obtain the evidence needed to support policy and program development. This Request for Proposals encourages creative and innovative research using Canadian data sources and supports capacity building amongst researchers. This supports the departmental objectives of helping to build a stronger and more competitive Canada, to support Canadians in making choices that help them live productive and rewarding lives, and to improve Canadians' quality of life.

ESDC is seeking proposals from research teams composed of a minimum of three individuals with experience and expertise in advanced econometric analysis of socio-economic issues. Research teams will be looking at the impact of the Temporary Foreign Worker Program on the Canadian labour market using the Canadian Employer-Employee Dynamics Database files and other available data sources as appropriate.

In order to complement the current evaluation of the Temporary Foreign Worker Program, **research teams must address** the following three issues for a maximum budget of \$85,000:

1. Potential impacts of the Temporary Foreign Worker Program's low-wage stream on the Canadian labour market, focussing on the potential suppression of Canadian wages and displacement of Canadian workers.  
**(Must make up no more than \$55,000 of the proposed budget for the project).**
2. The extent to which the Temporary Foreign Worker Program is meeting the needs of Canadian firms and the labour market as a whole.  
**(Must make up no more than \$15,000 of the proposed budget for the project).**
3. The effects of the reformed Temporary Foreign Worker Program on Canadian businesses and the labour market.  
**(Must make up no more than \$15,000 of the proposed budget for the project).**

The proposal must identify the budget allocation and expected level of effort for each of the research issues identified.



Research teams are encouraged to use multi-disciplinary<sup>7</sup> approaches and, where possible, to build capacity by engaging new researchers in the research program. Projects would complement the current evaluation activities and address important issues related to the Temporary Foreign Worker Program and the Canadian labour market. The research program will consist of:

- a revised methodology based on negotiations between the contractor and ESDC;
- an interim and a final report summarizing key findings and their contribution to the proposed research issues;
- a workshop with ESDC and other stakeholders, based on the interim report, to help refine the research program and shape the final report; and,
- a presentation to ESDC and other stakeholders on the findings and final report.

Additionally, it is expected that as the projects move forward, they will help identify issues with the quality of the data files in the Canadian Employer-Employee Dynamics Database (i.e. accuracy, completeness and readiness to support further analysis).

Programs of research would be undertaken collaboratively with ESDC so that key evaluation/policy issues that need empirical answers are formulated and addressed while taking into account the challenges of the available data and applying the most appropriate econometric and statistical methods.

While ESDC is seeking proposals from teams of researchers, each research program will be managed by a principal investigator who will be the main point of contact with the departmental project authority and who will be responsible for resolving any issue regarding deliverables, invoices/payments, or any other aspect of the contract.

#### Roles and Responsibilities of Principal Investigator

##### Principal Investigator's Role:

The Principal Investigator is responsible for sub-contracting with individual researchers and establishing agreements related to intellectual property rights with individual authors if appropriate. If a member of the team (including a sub-contractor) is replaced after the contract is signed, the contractor will advise Employment and Social Development Canada (ESDC) immediately in writing, and provide an appropriate justification of the competence of the proposed replacement. Failing to do so may result in the termination of the contract.

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<sup>7</sup> "Multi-disciplinary approaches" refers to a group composed of researchers with varied but complimentary experience, qualifications, specializations and skills that contribute to the achievement of the specific research objectives.



The Principal Investigator will commence work upon signature of the contract and is to perform the work according to the project requirements and detailed description of work and deliver the acceptable deliverables to the Project Authority by the specified dates outlined as per the schedule of events.

Other responsibilities of the Principal Investigator include:

- Ongoing management and leadership of the research program. This will include being the major point of contact between the ESDC project authority and individual report authors, and keeping the project authority advised of research program progress and advising of anticipated delays.
- Dispute resolution should any issue arise with individual researchers.
- Direct authorship or ensuring accurate reporting in research program synthesis paper.
- Acting as key contact with the project authority in design and management of associated research program workshops.

This approach will yield unique benefits for both the academic community and the federal government as it provides opportunities for researchers to work in a collaborative manner with other colleagues and to use newly accessible data, over a period of two years, in order to produce a body of evidence on issues of mutual interest.

## **Proposal Requirements**

Proposals must contain (but not exclusively) plans for new research using the Temporary Foreign Worker Program administrative data and other files available in the Canadian Employer-Employee Dynamics Database located at Statistics Canada and other data sources as appropriate. They must include a clear, detailed explanation of the analytical framework and methodology.

Proposals need to clearly demonstrate the research's potential contribution to a better understanding of the impact of the Temporary Foreign Worker Program on Canada's labour market (e.g., local wages, domestic labour displacement, etc.). This will help ESDC respond to questions raised in the Auditor General's 2017 performance audit of the Program.

Proposals should be national in scope, while taking into account variations in local/regional contexts, as appropriate.

In order to access the Canadian Employer-Employee Dynamics Database through the Canadian Centre for Data Development and Research <sup>8</sup> located at Statistics Canada in Ottawa, Ontario,

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<sup>8</sup> Researchers at the Canadian Centre for Data Development and Research (CDER) must declare no conflict of interest as temporary employees of Statistics Canada. When in doubt, researchers should fill out a Confidential Report which will be provided to researchers by CDER personnel when deemed necessary.



proposals must include a detailed explanation of the data requirements including the justification for using the microdata, the datasets required, the time period, a complete list of variables to be used, and the software requirements (SAS or Stata). Expected start date and duration of the research at the Centre should be clear. Proposals should also include a description of expected outputs from the microdata including:

- Cross-tabulations: list of the variables involved, the number of dimensions in the tables, and the number of tables (summary statistics: should be kept to a minimum and should support the analytical output).
- Modelling: dependent variable, independent variables, type of modelling being used (e.g., Logistic regression), number of regressions.
- Weighting: applicable weights must be applied when using survey data; if you plan on using survey data and plan to release unweighted regressions and/or summary statistics, please provide a justification.

Proposals should clearly demonstrate how a Gender-based Analysis Plus<sup>9</sup> lens will be integrated into the project. ESDC has a responsibility to employ Gender-based Analysis Plus in the work that it does on behalf of Canadians. Therefore, gender and other identity factors and their implications should be clearly identified for proposed research projects. This includes identifying, where possible, how this will be addressed through the data, methods and analyses proposed. Where the applicant does not believe this is possible, an explanation should be provided

***An online information session/workshop open to all potential bidders will be organized by ESDC in August 2019 to provide detailed information on the Temporary Foreign Worker Program administrative data and the Canadian Employer-Employee Dynamics Database and discuss its potential for research/evaluation in the area of temporary foreign workers and the labour market. The objective of the information session is to provide researchers with sufficient information on the potential of the Database before drafting and submitting their proposals.***

***Details on the information session will be posted on Buy and Sell.***

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<sup>9</sup> “What is GBA+?”, <http://www.swc-cfc.gc.ca/gba-acis/index-en.html>



## ANNEX "B" EVALUATION CRITERIA

### Mandatory Requirements

The mandatory requirements listed will be evaluated on a pass/fail (i.e. compliant / non-compliant) basis. Proposals that fail to meet all of the mandatory requirements will be disqualified at this stage and given no further consideration.

*Proposals must demonstrate compliance with all of the following specifications and requirements. Bidders must ensure that each criterion is addressed in sufficient depth to enable a thorough assessment.*

*Successful proposals must achieve a passing grade on all four elements of the merit criteria*

Requirement Number	Description(s)	Page No. / Paragraph no.	Compliant / Not Compliant
M-1	The bidder <b>MUST</b> submit a Curriculum Vitæ for each proposed personnel.		
M-2	The bidder’s proposal <b>MUST</b> include a research team of a minimum of three individuals with experience and expertise in advanced econometric analysis of socio-economic issues.		
M-3	The bidder’s proposal <b>MUST</b> include a detailed plan to address each of the three research issues identified, including a budget and expected level of effort for each, and <b>MUST</b> not exceed the maximum allocated budget of \$85,000.		



### Proposal Technical Merit Criteria

Reviewers will assess the understanding of objectives and issues, the experience and expertise of the research teams, the relevance of the research to the issues identified, and the quality of the methodological approach. Only proposals that meet all four of these criteria will be considered.

<b>Technical Merit</b>		
<b>Description</b>	<b>Minimum Points Required</b>	<b>Maximum Points</b>
<p>1. Understanding of objectives and issues</p> <ul style="list-style-type: none"> <li>• Bidder must demonstrate an understanding of the Temporary Foreign Worker Program and the Canadian labour market (5 pts) <ul style="list-style-type: none"> <li>○ Demonstrates little understanding (0-1 pts)</li> <li>○ Demonstrates sufficient understanding (2-3 pts)</li> <li>○ Demonstrates excellent understanding (4-5 pts)</li> </ul> </li>   <li>• Bidder must demonstrate an understanding of data to be used (10 pts) <ul style="list-style-type: none"> <li>○ Demonstrates little understanding (0-3 pts)</li> <li>○ Demonstrates sufficient understanding (4-7 pts)</li> <li>○ Demonstrates excellent understanding (8-10 pts)</li> </ul> </li>   <li>• Bidder must indicate the proposed cost and level of effort by task and member of the research team (5 points) <ul style="list-style-type: none"> <li>○ Proposal provides little information on proposed level of effort by task and staff member (0-1 pts)</li> <li>○ Proposal provides sufficient information on proposed level of effort by task and staff member (2-3 pts)</li> <li>○ Proposal provides detailed information on proposed level of effort by task and staff member (4-5 pts)</li> </ul> </li> </ul>	15	20



<p>2. Relevant Experience and Expertise</p> <ul style="list-style-type: none"> <li>• The bidder must demonstrate experience conducting advanced econometric analysis of socio-economic issues (10 pts) <ul style="list-style-type: none"> <li>○ Demonstrates a low number of publications and/or projects using econometric analysis to address socio-economic issues (0-3 pts)</li> <li>○ Demonstrates a sufficient number of publications and/or projects using econometric analysis to address socio-economic issues (4-6 pts)</li> <li>○ Demonstrates a high number of publications and/or projects using econometric analysis to address socio-economic issues (7-10 pts)</li> </ul> </li>   <li>• The bidder must demonstrate expertise in econometric research (10 pts) <ul style="list-style-type: none"> <li>○ Demonstrates academic achievements (i.e. degree types and levels) slightly related to econometric analysis of socio-economic issues (0-3 pts)</li> <li>○ Demonstrates academic achievements (i.e. degree types and levels) sufficiently related to econometric analysis of socio-economic issues (4-6 pts)</li> <li>○ Demonstrates academic achievements (i.e. degree types and levels) highly related to econometric analysis of socio-economic issues (7-10 pts)</li> </ul> </li>   <li>• The bidder must demonstrate experience using large analytical data files from Statistics Canada for research purposes (10 pts) <ul style="list-style-type: none"> <li>○ Demonstrates little experience using Statistics Canada data files (0-3 pts)</li> <li>○ Demonstrates sufficient experience using Statistics Canada data files (4-6 pts)</li> <li>○ Demonstrates significant experience using Statistics Canada data files (7-10 pts)</li> </ul> </li> </ul>	22	30
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<p>3. Research relevance (for each of the 3 research issues)</p> <ul style="list-style-type: none"> <li>• Situates proposal for issue #1 in the relevant literature and identifies gaps in knowledge that the research will address (5 pts) <ul style="list-style-type: none"> <li>○ Little reference to relevant literature (0-1 pts)</li> <li>○ Sufficient reference to relevant literature (2-3 pts)</li> <li>○ Excellent reference to relevant literature (4-5 pts)</li> </ul> </li>   <li>• Demonstrates relevance of proposal to address issue #1 for Temporary Foreign Worker Program policy and research (10 pts) <ul style="list-style-type: none"> <li>○ Proposal demonstrates little relevance to Temporary Foreign Worker Program policy and research that provides little to no information on issues related to wage suppression and displacement of domestic labour in the low-wage stream (0-3 pts)</li> <li>○ Proposal demonstrates sufficient relevance to Temporary Foreign Worker Program policy and research that provides some information on issues related to wage suppression and displacement of domestic labour in the low-wage stream (4-6 pts)</li> <li>○ Proposal demonstrates excellent relevance to Temporary Foreign Worker Program policy and research that provides a lot of information on issues related to wage suppression and displacement of domestic labour in the low-wage stream (7-10 pts)</li> </ul> </li>   <li>• Situates proposal for issue #2 in the relevant literature and identifies gaps in knowledge that the research will address (5 pts) <ul style="list-style-type: none"> <li>○ Little reference to relevant literature (0-1 pts)</li> <li>○ Sufficient reference to relevant literature (2-3 pts)</li> <li>○ Excellent reference to relevant literature (4-5 pts)</li> </ul> </li>   <li>• Demonstrates relevance of proposal to address issue #2 for Temporary Foreign Worker Program policy and research (10 pts) <ul style="list-style-type: none"> <li>○ Proposal demonstrates little relevance to Temporary Foreign Worker Program policy and research that provides little to no information on issues related to</li> </ul> </li> </ul>	35	45
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<p>wage suppression and displacement of domestic labour in the low-wage stream (0-3 pts)</p> <ul style="list-style-type: none"> <li>○ Proposal demonstrates sufficient relevance to Temporary Foreign Worker Program policy and research that provides some information on issues related to wage suppression and displacement of domestic labour in the low-wage stream (4-6 pts)</li> <li>○ Proposal demonstrates excellent relevance to Temporary Foreign Worker Program policy and research that provides a lot of information on issues related to wage suppression and displacement of domestic labour in the low-wage stream (7-10 pts)</li> </ul> <ul style="list-style-type: none"> <li>● Situates proposal for issue #3 in the relevant literature and identifies gaps in knowledge that the research will address (5 pts) <ul style="list-style-type: none"> <li>○ Little reference to relevant literature (0-1 pts)</li> <li>○ Sufficient reference to relevant literature (2-3 pts)</li> <li>○ Excellent reference to relevant literature (4-5 pts)</li> </ul> </li> <li>● Demonstrates relevance of proposal to address issue #3 for Temporary Foreign Worker Program policy and research (10 pts) <ul style="list-style-type: none"> <li>○ Proposal demonstrates little relevance to Temporary Foreign Worker Program policy and research that provides little to no information on issues related to wage suppression and displacement of domestic labour in the low-wage stream (0-3 pts)</li> <li>○ Proposal demonstrates sufficient relevance to Temporary Foreign Worker Program policy and research that provides some information on issues related to wage suppression and displacement of domestic labour in the low-wage stream (4-6 pts)</li> <li>○ Proposal demonstrates excellent relevance to Temporary Foreign Worker Program policy and research that provides a lot of information on issues related to wage suppression and displacement of domestic labour in the low-wage stream (7-10 pts)</li> </ul> </li> </ul>		
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<p>4. Methodological quality (for each of the 3 research issues)</p> <ul style="list-style-type: none"> <li>• Describes proposed methodological approach for issue #1 (20 pts) <ul style="list-style-type: none"> <li>○ Demonstrates low quality methodological approach with identification of a few strengths, challenges and caveats (0-6 pts)</li> <li>○ Demonstrates sufficient quality methodological approach with identification of some important strengths, challenges and caveats (7-14 pts)</li> <li>○ Demonstrates high quality methodological approach with identification of all important strengths, weakness and caveats (15-20 pts)</li> </ul> </li> <li>• Describes proposed methodological approach for issue #2 (20 pts) <ul style="list-style-type: none"> <li>○ Demonstrates low quality methodological approach with identification of a few strengths, challenges and caveats (0-6 pts)</li> <li>○ Demonstrates sufficient quality methodological approach with identification of some important strengths, challenges and caveats (7-14 pts)</li> <li>○ Demonstrates high quality methodological approach with identification of all important strengths, weakness and caveats (15-20 pts)</li> </ul> </li> <li>• Describes proposed methodological approach for issue #3 (20 pts) <ul style="list-style-type: none"> <li>○ Demonstrates low quality methodological approach with identification of a few strengths, challenges and caveats (0-6 pts)</li> <li>○ Demonstrates sufficient quality methodological approach with identification of some important strengths, challenges and caveats (7-14 pts)</li> <li>○ Demonstrates high quality methodological approach with identification of all important strengths, weakness and caveats (15-20 pts)</li> </ul> </li> </ul>	45	60
<b>Total (Technical Merit)</b>	117	155
<b>Total Points</b>	117	155



## **Obtaining Access to the Canadian Centre for Data Development and Research**

### **Background:**

The Canadian Centre for Data Development and Research was established in October 2012 to provide researchers whose projects are approved with access to business and economic microdata for analytical research. As a section of Statistics Canada, the Centre is governed by the mandate under the Statistics Act.

The microdata provided by the Centre are detailed enough for complex analyses. Researchers with approved projects can access the microdata bases specified in their proposal. Only the data required for the project are provided to researchers and are stripped of identifiable information. For business microdata files, the Centre ensures to maintain the confidentiality of the business respondents.

All microdata files at the Canadian Centre for Data Development and Research used for approved projects are only accessible at Statistics Canada's head office, located at Tunney's Pasture (100 Tunney's Pasture Driveway) in Ottawa, Ontario. Once a project is approved, researchers will have to complete the security screening process and take the Statistics Canada Oath of Office in Section 6(1) of the Statistics Act.

### **Process for Obtaining Access:**

The Canadian Centre for Data Development and Research operates entirely on a cost-recovery basis. Researchers wishing to access data must submit a research proposal and be able to cover all project costs. Once ESDC determines the successful proposals to this Statement of Work, ESDC will share the proposals with Statistics Canada on behalf of the researcher(s). ESDC is collaborating with Statistics Canada to simplify the access approval process for researchers who will enter a research contract with ESDC for this Statement of Work. Researchers will be responsible for the fees to access the data, as determined by Statistics Canada. For the purposes of the Centre's approval process, researchers will be considered affiliated with a federal government department and ESDC's review of the proposals will be considered the peer review required in applying for access.

Proposals considered successful for this Statement of Work based on the Technical Merit in Section 8 will be further assessed by Statistics Canada for eligibility and feasibility for access to the Centre. To be considered eligible, it is required that the researcher be a Canadian citizen or permanent resident, otherwise a Canadian co-investigator will be required.

Researchers accessing the Centre will be required to declare any conflicts of interest. A conflict of interest is a situation in which a public servant has private interests that could improperly influence the performance of his/her official duties and responsibilities or in which the public servant uses his office for personal gain.



When in doubt as to whether a situation or outside activity creates a real, apparent or potential conflict of interest, researchers should fill out a Confidential Report and discuss matters with the relevant Statistics Canada personnel.

### Use and Security Requirements:

The considerations below can help you to determine whether a conflict of interest exists. Should you feel a potential or real conflict of interest exists, please request a Confidential Report.

1. *What are the sources of funding that will be used for this project?*
2. *Do you hold any of the following assets or liabilities?*
  - a. *publicly traded securities of corporations and foreign governments;*
  - b. *self-administered Registered Retirement Savings Plans (RRSPs), and self-administered Registered Education Savings Plans (RESPs) that are composed of these securities, where these securities are held directly and not through units in mutual funds;*
  - c. *interests in partnerships, proprietorships, joint ventures, private companies and family businesses, in particular those that own or control shares of public companies or that do business with the government;*
  - d. *commercially operated farm businesses;*
  - e. *real property that is not for the private use of public servants or their family members;*
  - f. *commodities, futures and foreign currencies held or traded for speculative purposes;*
  - g. *assets placed in trust or resulting from an estate of which the deemed employee is a beneficiary;*
  - h. *secured or unsecured loans granted to persons other than to members of the public servant's immediate family;*
  - i. *any other assets or liabilities that could give rise to a real, apparent or potential conflict of interest due to the particular nature of the public servant's official duties; and direct and contingent liabilities in respect of any of the assets described in this section*
- 3) *Do you have any financial or consulting relationships with any firms?*
- 4) *Does the CV that you have provided us list all your current and previous (last five years) employment and business activities?*
- 5) *Are you engaged in political activities "any activity in support of, within or in opposition to a political party; carrying on any activity in support of or in opposition to a candidate before or during an election period; or, seeking nomination as or being a candidate in an election before or during the election period." (Part 7 of the Public Service Employment Act)?*



1. For the purpose of conducting the research requested, using the Canadian Employer-Employee Dynamics Database, contractors will require access to Statistics Canada's Canadian Centre for Data Development and Research located in Ottawa, Ontario.
2. For the purpose of allowing the Contractor to perform the work under the contract, in accordance with the Statistics Act and other applicable laws governing the protection of information under its control, Statistics Canada shall make available to contractors who obtain access to the to the Canadian Centre for Data Development and Research, the data identified on pg.4 on a need-to-know basis as determined by the research proposals.
3. The researcher(s) must acknowledge and agree that, in order to have and maintain access to the Information, the researcher(s) shall comply with the following pre-access requirements:
4.
  - a) Having been granted at minimum, a "Reliability" security status as defined in the federal policy on Government Security;
  - b) Having taken the oath of office, as required by section 6 of the Statistics Act;
  - c) Having read, understood and will comply with the relevant Statistics Canada policies, directives, guides and guidelines including:
    - i. Canadian Centre for Data Development and Economic Research guidelines for Deemed Employees
    - ii. Security Practices Manual
    - iii. Directive on Security of Sensitive Statistical Information
    - iv. Directive on Transmission of Protected Information
    - v. IT Security Policy
    - vi. Network Use Policy
    - vii. Directive on the Use of Deemed Employees
    - viii. Information and Privacy Breach Protocol
    - ix. Code of Conduct at Statistics Canada
    - x. Values and Ethics Code for the Public Service
    - xi. Policy on Conflict of Interest and Post-Employment
  - d) Having declared that:
    - i. The sole purpose of the research project is statistical research;
    - ii. The sources of monetary or in-kind support they are receiving to carry out the research project;
  - e) The researcher(s) understand the potential penalties should they contravene the terms and conditions of access to the information and the penalties should the researcher(s) contravene the Statistics Act and any applicable related Acts, including the Income Tax Act or the Excise Tax Act.
5. The researcher(s), in the course of carrying out this contract, may not use any of the information gained by accessing the Information for any other purpose except that which was agreed upon in this Contract.



6. Access to the Information is being provided for the statistical and research purpose outlined in this Statement of Work.
7. The researcher(s) shall not disclose any of the Information to anyone other than current Statistics Canada employees involved in the review or evaluation of any aspect of the research project or to other Deemed Employees who have been approved for the same Special Services and therefore are also authorized to have access to the same information.
8. The researcher(s) shall ensure that no attempts are made to link the Information supplied herein to any other files in order to relate the particulars to any identifiable person.
9. Use of the proposed output by the researcher(s) will be governed by the Statistics Canada Open License Agreement<sup>10</sup>. This license agreement allows researchers to use Statistics Canada information without restrictions on sharing and redistribution, for commercial and non-commercial purposes.

For further information on the Canadian Centre for Data Development and Research and processes for obtaining access, please consult the [Centre's webpage](#) on Statistics Canada's website.

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<sup>10</sup> <https://www.statcan.gc.ca/eng/reference/licence>

