



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
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Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau  
Québec  
K1A 0S5  
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services 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 therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Translation Services	
<b>Solicitation No. - N° de l'invitation</b> U8000-186943/A	<b>Date</b> 2019-07-09
<b>Client Reference No. - N° de référence du client</b> U8000-186943	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$ZF-519-35878	
<b>File No. - N° de dossier</b> 519zf.U8000-186943	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2019-08-19</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Merritt, Andrew	<b>Buyer Id - Id de l'acheteur</b> 519zf
<b>Telephone No. - N° de téléphone</b> (343) 542-7538 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF INDUSTRY CANADA PORTAGE I RM 401-C 50 VICTORIA ST Gatineau Quebec K1A0C9 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Linguistic Services Division / Division des services  
linguistiques  
Les Terrasses de la Chaudière  
10, rue Wellington, 5e étage  
Gatineau  
Québec  
K1A 0S5

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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U8000-186943

Amd. No. - N° de la modif.  
File No. - N° du dossier  
519zfU8000-186943

Buyer ID - Id de l'acheteur  
519zf  
CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 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 and Additional Information: includes the certifications and additional information 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.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, Task Authorization Form PWGSC-TPSGC 572, Formatting of Patent Titles and Abstracts Guidelines, and Policies to Follow for French Translation of the Decisions of the Trademarks Opposition Board.

The Pricing Schedule is included as an attachment.

### **1.2 Summary**

1.2.1 The Canadian Intellectual Property Office (CIPO), a Special Operating Agency within Innovation, Science and Economic Development Canada, in Gatineau, Quebec, has a requirement for translation services on an "as-and-when" requested basis:

- of texts from English to French;
- of texts from French to English; and
- editing and updating services of texts translated into English and French.

The term of any resulting contract will be 2 years from the date of contract award with an irrevocable option on the part of Canada to extend the term of the contract by up to 4 additional 1-year periods.

All work will be done via task authorizations. In view of the volume of translation services required, up to 4 contracts may be awarded as a result of this bid solicitation, as follows:

Stream I      General, administrative, and semi-specialized texts:      maximum of 2 contracts

Stream II	Specialized texts of medium to high complexity:	maximum of 1 contract
Stream III	Patent titles and abstracts:	maximum of 1 contract

- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- 1.2.3 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).
- 1.2.4 The requirement is limited to Canadian services.
- 1.2.5 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.
- 1.2.6 This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

### 1.3 Debriefings

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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 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) (<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](#), 2019-03-04 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 120 days

### 2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the closing date, time and place indicated in the bid solicitation.

Note: For bidders choosing to submit their bids prior to bid closing using epost Connect to the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

### 2.3 Former Public Servant

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 FPSs, 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.

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

"pension" means 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** ( )

If so, the Bidder must provide the following information, for all FPSs 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.

## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.5 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.

## 2.6 Basis for Canada's Ownership of Intellectual Property

The Canadian Intellectual Property Office has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reason, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#):

- The Intellectual Property in Foreground Information consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

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

### **3.1 Bid Preparation Instructions**

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications  
Section IV: Additional Information

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copy);  
Section II: Financial Bid (1 hard copy);  
Section III: Certifications (1 hard copy); and  
Section IV: Additional Information (1 hard copy).

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### **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 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.

### **Section II: Financial Bid**

**3.1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B" and will be evaluated in accordance with attachment 1 to part 3 "Pricing Tables".

#### **3.1.2 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "D" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "D" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

#### **3.1.3 Exchange Rate Fluctuation**

*SACC Manual* [C3011T](#) 2013-11-06, Exchange Rate Fluctuation

### **Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

### **Section IV: Additional information**

In Section IV of their bid, Bidders should provide:

1. Their legal name;
2. Their Procurement Business Number (PBN);
3. The name of the contact person (provide also this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;

4. For Part 2, article 2.3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information;
5. For Part 6, article 6.1, Security Requirement, of the bid solicitation:
  - a) For each individual who will require access to classified or protected information, assets or sensitive work sites:
    - 1) The name of the individual;
    - 2) The date of birth of the individual; and
    - 3) If available, information confirming the individual meets the security requirement as indicated in Part 7 - Resulting Contract Clauses.

### **3.1.4 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures**

- 3.1.4.1** As indicated in Part 6 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory / State  
Postal Code / Zip Code  
Country

- 3.1.4.2** The Company Security Officer must ensure through the [Contract Security Program](#) that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

### **ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE**

Please refer to Excel document in attachment on the BuyandSell site.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 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.

#### 4.1.1 Technical Evaluation

Mandatory and point-rated technical evaluation criteria are included below. The technical evaluation will be conducted by stream. For example, a bid could be technically compliant for stream I and non-compliant for stream III.

##### 4.1.1.1 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement. Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

<b>MTC 1 - Bidder's Experience</b>			
The Bidder must demonstrate its experience:			
1. The Bidder has provided English-to-French <b>AND</b> French-to-English translation services for a period of at least 36 months since January 2014 and have translated the following minimum number of words:			
	Stream I	Stream II	Stream III
Minimum # of words - Total	1,500,000	1,500,000	3,000,000
Minimum # of words - EN to FR	1,425,000	1,425,000	2,825,000
Minimum # of words - FR to EN	75,000	75,000	175,000
2. That these translation services have dealt with the following specialties, depending on the Field(s) for which the Bidder has elected to submit a bid:			
i. <b>Stream I:</b> specialty <b>ADM</b> ;			
ii. <b>Stream II:</b> the following 4 essential specialties: <b>JUR, ELC, MEC</b> and <b>MED</b> ; and a minimum of 2 additional specialties chosen from the following list of Field II specialties;			
iii. <b>Stream III:</b> the following 3 essential specialties: <b>ELC, MEC</b> and <b>MED</b> ; and a minimum of 3 additional specialties chosen from the following list of Field III specialties.			
3. To demonstrate the experience acquired, the Bidder must provide the following information in			

its bid regarding each experience:

- i. The name of the client organization that received the translation services as well as the name, current telephone number and/or email address of a contact in the client organization;
- ii. A description of the translation services provided, clearly indicating:
  - a. The period during which the translation services were provided, i.e. from (month/year) to (month/year);
  - b. The field of specialty;
  - c. The source and target languages;
  - d. The number of words.

Stream I Specialties	Stream II Specialties	Stream III Specialties
<b>ADM – Administration and Management</b>	<b>JUR – Legal</b> AGR – Agriculture and Agri-Food AQU – Fisheries and Aquaculture BIO – Environment and Ecology CIV – Civil Engineering and Construction <b>ELC – Electricity and Electronics</b> ENR – Energy GEO – Earth and Atmospheric Sciences IND – Industries INF – Informatics <b>MEC – Mechanical Engineering and Construction</b> <b>MED – Medicine</b> SCN – Physical Sciences and Mathematics TEL – Telecommunications TRA – Transportation	AGR – Agriculture and Agri-Food AQU – Fisheries and Aquaculture BIO – Environment and Ecology CIV – Civil Engineering and Construction <b>ELC – Electricity and Electronics</b> ENR – Energy GEO – Earth and Atmospheric Sciences IND – Industries INF – Informatics <b>MEC – Mechanical Engineering and Construction</b> <b>MED – Medicine</b> SCN – Physical Sciences and Mathematics TEL – Telecommunications TRA – Transportation

**4.1.1.2 Point-Rated Technical Criteria**

Bids will be evaluated per stream. Bidders should separate their bid per stream and clearly identify the stream it applies to.

Criterion Identifier	Point-Rated Technical Criteria	Points Allocation	Demonstrated Compliance
			Reference to the Bidder's proposal  Score Achieved
PRTC1	<p>The Bidder should provide a detailed quality assurance plan demonstrating their ability to provide quality translation and meet the deadlines in accordance with the statement of work. The quality assurance plan should:</p> <ul style="list-style-type: none"> <li>• Provide an organizational chart, if applicable;</li> <li>• Identify each step of the quality assurance process, from planning to delivery.</li> <li>• Describe how the quality assurance plan is applied on a day-to-day basis by the Bidder.</li> <li>• Describe what steps are taken when the translation quality is not deemed satisfactory by the client.</li> </ul>	<p><b>Poor</b> – Does not demonstrate a quality assurance plan (<b>0 pts</b>)</p> <p><b>Fair</b> – Demonstrates a quality assurance plan that does not provide detailed information (<b>8 pts</b>)</p> <p><b>Adequate</b> – Demonstrates a quality assurance plan with information that gives basic details (<b>16 pts</b>)</p> <p><b>Good</b> – Demonstrates a cohesive quality assurance plan that adequately verifies documents (<b>24pts</b>)</p> <p><b>Excellent</b> – Demonstrates a cohesive quality assurance plan that exceeds the expectation of document verification (<b>30 pts</b>)</p>	

<p><b>PRTC2</b></p>	<p>The Bidder should provide a detailed risk management plan explaining how specified deadlines will be met, per the definition of the requirement in Annex "A", Statement of Work. The risk management plan should:</p> <ul style="list-style-type: none"> <li>• Identify possible risks in not delivering the Work by the deadline;</li> <li>• Identify solutions in case identified risks arise;</li> <li>• Include the methodology for tracking and ensuring the timely delivery of Work;</li> <li>• Identify methods of mitigating risks;</li> <li>• Contain the following headings: Risk Identification, Risk Assessment, Risk Response, and Monitoring and Evaluation.</li> </ul>	<p><b>Poor</b> – Vaguely described and/or not particularly clear; incomplete understanding of the requirement (<b>0 pts</b>)</p> <p><b>Fair</b> – Some detail provided but still weak; some understanding of the risks associated with the requirement (<b>5 pts</b>)</p> <p><b>Adequate</b> – Expanded description; conveys a basic understanding of the requirement (<b>10 pts</b>)</p> <p><b>Good</b> – Conveys a clear understanding of the requirement but some detail missing with regards to risk mitigation approaches (<b>15 pts</b>)</p> <p><b>Excellent</b> – Meets the requirements of the SOW; all concerns addressed thoroughly and risks are properly mitigated (<b>20 pts</b>)</p>	
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<b>PRTC3</b>	<p>The Bidder should demonstrate any additional experience beyond the minimum 36 months required in the mandatory technical criteria. For the purposes of evaluating this additional experience, the Bidder should propose experience in English to French or French to English translation acquired from January 1, 2009 onwards. This experience must be relevant to the respective stream, both with regards to the subject matter and the source and target languages.</p>	<p>Points will be allocated for FR to EN or EN to FR, whichever experience the bidder has the most of. For example, a bidder has 38 months of demonstrated experience of FR to EN translation and 50 months of demonstrated experience of EN to FR translation, the bidder would obtain 16 points in PRTC3.</p> <p>For 36 months : <b>0 points</b></p> <p>For 37 to 48 months: <b>8 points</b></p> <p>For 49 months to 60 months: <b>16 points</b></p> <p>For 61 months to 72 months : <b>24 points</b></p> <p>For more than 72 months: <b>30 points</b></p>	
	<p>To demonstrate its experience, the Bidder must provide the following information for each project or contract:</p> <p>a) The name of the client organization(s) to whom the translation services were provided;</p> <p>b) The name of a point of contact in the client's organization who can corroborate the information along with its current telephone number and/or email address; and</p> <p>c) A description of the texts translated clearly indicating the following:</p> <p>i. the period during which the translation services were provided, specifying from (month/year) to (month year);</p> <p>ii. the field of specialty; and</p> <p>iii. the source and target languages.</p>		
Total Maximum points available		80	<b>Score (PRTC1 to PRTC3)</b>
Minimum Pass Mark		48	

#### 4.1.2 Financial Evaluation

For bid evaluation and Contractor selection purposes only, the evaluated cost of a bid will be determined in accordance with the Pricing Tables detailed in Attachment 1 to Part 3.

Bidders must bid their firm all-inclusive rates per word for the initial period and each extension period.

The price of the bid will be evaluated in Canadian dollars, all applicable taxes excluded.

To determine the Total Evaluated Weighted Cost Per Word for each individual stream, the all-inclusive rates submitted in the Annex "B": Basis of Payment will be calculated based on the weighting outlined in the attached Pricing Tables.

The Weighted Average for all 4 option periods plus the initial contract period will be added and then divided by 5. The result will be the Total Evaluated Weighted Cost Per Word for that given stream. Bidders may submit pricing for one, two, or all of the streams as defined in Annex A, Statement of Work.

Bidders must provide prices for Stream I, II, or III in its entirety in order to be considered for that stream.

#### **4.2 Basis of Selection – Lowest Price Per Point**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation;
  - b. meet all mandatory technical evaluation criteria; and
  - c. obtain the required minimum of 48 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 80 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted.
3. For Stream I, the responsive bids with the 2 lowest evaluated prices per point will be recommended for award of a contract.
4. For Streams II and III, the responsive bid with the lowest evaluated price per point will be recommended for award of a contract.

## **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. Unless specified otherwise, 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 made knowingly or unknowingly, 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 and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to Contract Award and Additional Information**

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

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.2.2 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" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

Solicitation No. - N° de l'invitation  
U8000-186943/A  
Client Ref. No. - N° de réf. du client  
U8000-186943

Amd. No. - N° de la modif.  
File No. - N° du dossier  
519zfU8000-186943

Buyer ID - Id de l'acheteur  
519zf  
CCC No./N° CCC - FMS No./N° VME

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Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### **5.2.3 Additional Certifications Precedent to Contract Award**

#### **5.2.3.1 Canadian Content Certification**

This procurement is limited to Canadian services.

The Bidder certifies that:

( ) the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

##### **5.2.3.1.1**

*SACC Manual* clause [A3050T](#) 2018-12-06, Canadian Content Definition

#### **5.2.3.2 Status and Availability of Resources**

*SACC Manual* clause [A3005T](#) 2010-08-16, Status and Availability of Resources

#### **5.2.3.4 Education and Experience**

*SACC Manual* clause [A3010T](#) 2010-08-16, Education and Experience

## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Security Requirements**

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
  - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses; and
  - (e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

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

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

### **7.1 Statement of Work**

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

#### **7.1.1 Task Authorization**

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

As more than one contract may be awarded for Stream I of this requirement, a request to perform a task will be sent to the first-ranked contractor, as indicated in paragraph 7.1.1.3. If that contractor confirms in writing that it is unable to perform the task as a result of previous commitments under a TA, the request to perform a task will then be forwarded to the contractor ranked second. If no contractor can perform the task, Canada reserves the right to acquire the required Work by other means. A contractor may advise the Task Authorization Authority and the Contracting Authority in writing that it is unable to carry out additional tasks as a result of previous commitments under a TA and no request to perform a task will be sent to that contractor until that contractor has given notice in writing to the Task Authorization Authority and the Contracting Authority that it is available to perform additional tasks.

##### **7.1.1.1 Task Authorization Process**

1. The Task Authorization Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex "F".
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. For Stream I only, if the first-ranked contractor determines that it is unable to perform the task as a result of previous commitments under a TA, it must notify the Task Authorization Authority of this in writing within 24 hours of receiving the TA.
4. The Contractor must provide the Task Authorization Authority, within 2 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
5. The Contractor must not commence work until a TA authorized by the Task Authorization Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

##### **7.1.1.2 Task Authorization Limit**

The Task Authorization Authority may authorize individual task authorizations up to a limit of \$400,000.00, applicable taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Task Authorization Authority and the Contracting Authority before issuance.

### 7.1.1.3 Task Authorization – Order of Ranking (Stream I only)

Two contracts were awarded for the Stream I requirement as a result of Public Works and Government Services Canada bid solicitation number: U8000-186943/A. The contractors' order of ranking is as follows:

Ranked first: \_\_\_\_\_  
Ranked second: \_\_\_\_\_

### 7.1.1.4 Minimum Work Guarantee – All the Work – Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 5% of the Maximum Contract Value.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

### 7.1.1.5 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31; and
- 4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 15 calendar days after the end of the reporting period.

## Reporting Requirement – Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

### For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

### For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

## 7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/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.

### 7.2.1 General Conditions

[2035](#) 2018-06-21, General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

## 7.3 Security Requirements

**7.3.1** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

1. The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of **SECRET**, with approved Document Safeguarding at the level of **SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **SECRET**, granted or approved by the CISD/PWGSC.
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store any sensitive PROTECTED/CLASSIFIED information until CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of **SECRET**.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor must comply with the provisions of the:

- (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
- (b) *Industrial Security Manual* (Latest Edition).

### **7.3.2 Contractor's Sites or Premises Requiring Safeguarding Measures**

**7.3.2.1** Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory / State  
Postal Code / Zip Code  
Country

**7.3.2.2** The Company Security Officer must ensure through the [Contract Security Program](#) that the Contractor and individuals hold a valid security clearance at the required level.

### **7.4 Term of Contract**

#### **7.4.1 Period of the Contract**

The period of the Contract is from date of Contract to \_\_\_\_\_ inclusive. *(To be completed by the Contracting Authority at contract award)*

#### **7.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 4 additional 1-year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### **7.5 Authorities**

#### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Andrew Merritt  
Title: Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Linguistic Services Division (ZF)  
10 Wellington Street, Gatineau, Quebec, K1A 0S5  
Telephone: (343) 542-7538  
Fax: (819) 956-8303  
E-mail: andrew.merritt@tpsgc-pwgsc.gc.ca

Solicitation No. - N° de l'invitation  
U8000-186943/A  
Client Ref. No. - N° de réf. du client  
U8000-186943

Amd. No. - N° de la modif.  
File No. - N° du dossier  
519zfU8000-186943

Buyer ID - Id de l'acheteur  
519zf  
CCC No./N° CCC - FMS No./N° VME

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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.

## 7.5.2 Project Authority

The Project Authority for the Contract is: *(To be completed by the Contracting Authority at contract award)*

Name:  
Title:  
Organization:  
Address:  
Telephone:  
E-mail:

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.

## 7.5.3 Contractor's Representative

Name:  
Title:  
Organization:  
Address:  
Telephone:  
E-mail:

## 7.6 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.

## 7.7 Payment

### 7.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit price(s) in accordance with the basis of payment, in Annex B, as specified in the authorized TA. Applicable Taxes are extra.

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

### 7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$\_\_\_\_\_. Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### **7.7.3 Single Payment**

For the Work specified in each authorized Task Authorization, subject to the limitation of expenditure:

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada; and
- c. the Work delivered has been accepted by Canada.

#### **7.7.4 Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

#### **7.7.5 Discretionary Audit**

SACC Manual clause [C0705C](#) 2010-01-11, Discretionary Audit

### 7.7.6 SACC Manual Clauses

SACC Manual clause [A9117C](#) 2007-11-30, T1204 - Direct Request by Customer Department  
SACC Manual clause [C0305C](#) 2014-06-26, Cost Submission – Limitation of Expenditure or Ceiling Price

### 7.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

### 7.9 Certifications and Additional Information

#### 7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

#### 7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

#### 7.9.3 Canadian Content Certification

SACC Manual clause [A3060C](#) 2008-05-12, Canadian Content Certification

### 7.10 Applicable Laws

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

### 7.11 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 (2018-06-21);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) the signed Task Authorizations;
- (g) the Contractor's bid dated \_\_\_\_\_.

#### **7.12 Insurance**

*SACC Manual* clause [G1005C](#) 2016-01-28, Insurance – No Specific Requirement

#### **7.13 Damages**

If some of the work is not completed to the satisfaction of Canada, without limiting the rights of Canada under the Contract, Canada may decide to use and pay for the part of the work that was completed satisfactorily in accordance with the basis of payment.

Regarding the unsatisfactory work, Canada may, in its sole discretion, ask someone else, including internal resources, to amend or replace it. In this case, the Contractor shall pay Canada for damages based on the hourly rate of \$87.00 multiplied by the number of hours required to modify or replace the work. The Contractor agrees that the amount mentioned above is the best estimate of the loss to Canada if the above situation occurs and is not intended to impose a penalty and should not be interpreted as such.

This section does not apply during the period of familiarization outlined in section A10 of Annex "A".

#### **7.14 Performance of the Work**

*SACC Manual* clause [B4078C](#) 2008-05-12, Performance of the Work

#### **7.15 Unauthorized Codes**

*SACC Manual* clause [B2010C](#) 2008-05-12, Unauthorized Codes

**ANNEX “A” – STATEMENT OF WORK**

**A** *General Instructions - Section Common to Streams I, II, and III*

**A1** *Introduction*

The mission of the Canadian Intellectual Property Office (CIPO) is to accelerate Canada's economic development by:

- Fostering the use of the intellectual property (IP) system and the exploitation of IP information;
- Encouraging invention, innovation and creativity in Canada;
- Administering various facets of the IP system in Canada (patents, trademarks, industrial designs, copyrights and layout designs);
- Promoting Canada's international IP interests.

Every year, the CIPO produces a large number of publications, such as Commissioner's Decisions, pamphlets, gazettes, guides, information kits and reports. Some of these publications are highly scientific or technical, while others are intended for a more general audience and provide decision makers of all ages information about intellectual property.

The Patent Branch of the CIPO has 4 patent examination divisions:

- i. General chemistry and organic;
- ii. Electrical;
- iii. Mechanical; and
- iv. Biotechnology.

**A2** *Summary*

The following table summarizing the estimated annual volume (words) per Stream, per year, is provided to describe the fluctuation of the work.

The annual volume estimated and listed in this document does not constitute a contractual guarantee, but rather a good faith approximation of needs.

<b>Streams</b>	<b>Specialties *</b>	<b>Estimated annual volume (words)</b>
<b>I - Administrative needs</b>	<b>ADM - Administration and Management</b>	1,200,000
<b>II - Specialized needs</b>	<b>JUR - Legal</b>	1,900,000
	AGR - Agriculture and Agri-Food	
	AQU - Fisheries and Aquaculture	
	BIO - Environment and Ecology	
	CIV - Civil Engineering and Construction	
	<b>ELC - Electricity and Electronics</b>	
ENR - Energy		

	GEO - Earth and Atmospheric Sciences	
	IND - Industries	
	INF - Informatics	
	<b>MEC - Mechanical Engineering and Construction</b>	
	<b>MED - Medicine</b>	
	SCN - Physical Sciences and Mathematics	
	TEL - Telecommunications	
	TRA - Transportation	
<b>III - Patent titles and abstracts</b>	AGR - Agriculture and Agri-Food	3,000,000
	AQU - Fisheries and Aquaculture	
	BIO - Environment and Ecology	
	CIV - Civil Engineering and Construction	
	<b>ELC - Electricity and Electronics</b>	
	ENR - Energy	
	GEO - Earth and Atmospheric Sciences	
	IND - Industries	
	INF - Informatics	
	<b>MEC - Mechanical Engineering and Construction</b>	
	<b>MED - Medicine</b>	
	SCN - Physical Sciences and Mathematics	
	TEL - Telecommunications	
	TRA - Transportation	

\* Taken from the Translation Bureau's Descriptive Guide of Specialty Codes  
 (<https://www.tpsgc-pwgsc.gc.ca/bt-tb/index-eng.html>)

- Approximately 7 % of requests may be urgent
- Approximately 5 % of translation requests are from French to English
- Approximately 5 % of requests may be for revision of previously translated texts.

#### *A3 Reference Material*

The reference material must be used with professional judgment, in accordance with each email following a Task Authorization. The Contractor must comply with the terminology and linguistic requirements as expressed in the following reference documents:

- The Canadian Style
- Guide du rédacteur, 2e édition
- Policies to Follow for French Translation of the Decisions of the Trademarks Opposition Board (Annex "H" of this RFP)
- Formatting of Patent Titles and Abstracts Guidelines (Annex "G" of this RFP)
- Other reference material will be provided if necessary

These documents will be provided to the Contractor at the onset of the contract. The Contractor may also be provided with terminology in any reference documents transmitted with the TA by the technical authority.

#### *A4 Definitions*

- Administrative Texts:** Documents whose subject matter are finance, policy, human resources, communications, IT, conferences, etc. Also referred to as "Current texts".
- Coordinator:** Generally understood to be the role of the coordinators is to manage translation requests sent by the Task Authorization Authority, which includes the delivery of the work by the agreed deadlines in the required format and all communications related to the work. The coordinator is also responsible for information requests related to a particular document and for sending them to the Task Authorization Authority or the Technical Authority
- Legal Texts:** Documents that are legal decisions and/or contain legal content. This stream is mostly composed of decisions, but also includes other legal documents and documents of a more technical nature.
- Normal Working Hours:** For the purpose of this Contract, normal working hours are defined as Monday to Friday, 8:00 a.m. to 5:00 p.m., EST or EDT, with the exception of statutory holidays.
- Regular Editing:** An editing service with a delivery period allowing completion of the Work during normal working hours, based on a production rate of 5,000 words edited per day for stream I and stream II. The production rate for Stream III is based on 14,000 words edited per day
- Regular Translation:** A translation service with a delivery period allowing completion of the Work during normal working hours, based on a production rate of 5,000 words translated per day for stream I and stream II. The production rate for Stream III is based on 14,000 words translated per day
- Reviser** A person revising and proofreading all translated text throughout to ensure that all typing, grammatical, terminology, semantics and syntax errors are corrected. The tone of the translated text should be equivalent to the tone used in the original version.
- Statutory Holiday:** For the purpose of this Contract, a statutory holiday means New Year's Day, Good Friday, Easter Monday, Victoria Day, June 24 (only for services provided in Quebec), Canada Day, Civic Holiday (outside of Quebec), Labour Day, Thanksgiving, Remembrance Day, Christmas Day and Boxing Day.
- Translation:** Texts translated from English to French or from French to English.
- Urgent Editing:** An editing service with a delivery the same day within a few hours, or at the latest, two (2) working days following the receipt of the task authorization.
- Urgent Translation:** A translation with a delivery the same day within a few hours, or at the latest, two (2) working days following the receipt of the task authorization.

**Word:** A continuous series of letters set apart from other words by spaces.

#### *A5 Software Applications*

**A5.1** The Contractor must be able to use all the applications listed below on an IBM-compatible system at all times during the period of the contract.

The Contractor's operating system must be compatible with:

- Windows 10; the software suite is the Microsoft 2013 suite of products, which includes MS Word 2013, MS Excel 2013 and MS PowerPoint 2013
- Acrobat Reader 7.0 and above;
- Internet Explorer; and
- HTML Page (in which entries in French characters will be coded in a standard manner).

If the Task Authorization Authority is using a more recent version of the software applications listed above, the Contractor must obtain the required version, at its own expense, within 2 weeks and familiarize itself with the features of the new version.

**A5.2** The Contractor must have a high-speed Internet connection for receiving translation requests electronically and sending back electronically the translations, as well as access to a courier service for pick-up and delivery of texts, if necessary.

**A5.3** The Contractor must also use virus detection and elimination systems. The Contractor must take the necessary steps to deliver these texts using virus-free electronic media or methods.

**A5.4** It is strongly recommended, but not mandatory, that the Contractor purchase a recognized translation memory application and use it on a regular basis.

**A5.5** The Contractor agrees to purchase any new application that may be required within 4 weeks of the Technical Authority's request.

**A5.6** The Contractor must assume responsibility for all equipment, hardware, supplies, services, software and any work tools and instruments that are necessary to perform the Work.

#### *A6 Documentation and Terminology*

**A6.1** The Technical or Task Authorization Authority will provide the Contractor with the terminology reference sources and documentation, whenever available. These sources could be glossaries.

**A6.2** The Contractor must contribute to the terminology collection by submitting, with the translation, a list of terms and expressions not found in common references and terminology banks, in a format or software chosen by the Technical Authority.

#### *A7 Linguistic Quality and Terminology Uniformity*

**A7.1** The translations must be the exact rendering of the original text (source text) in the target language. They must respect the spelling, grammar, syntax and usage of the target language, take the tone, style and terminology used by the author into consideration and ensure that the message is understandable, which means clear, concise and tailored to the recipient.

**A7.2** The Contractor must ensure that the Work contains standardized, consistent terminology when the services of more than one translator are used, and must meet the work submission deadline.

#### A8 *Quality Standards*

**A8.1** The quality of Work delivered under the contract must meet the following:

- Use the appropriate style and language that accurately renders the message of the source text;
- Ensure that the Work contains standardized and consistent terminology;
- Take into account comments received;
- Deliver Work that is absent of errors. Errors include, but are not limited to:
  - **Minor Errors:**
    - Typos, Gallicisms, inaccuracies, grammatical errors
    - Lack of concision and clarity
    - Use of a term other than the term indicated in the terminological database to designate a concept that is of limited importance or that is defined in the text
    - Failure to respect generally recognized typographical rules
    - Minor failure to respect the format or layout of the source document (including font)
  - **Major Errors:**
    - Opposite meaning
    - Gibberish
    - Non-sense
    - Omission of a sentence, of part of sentence containing important details, of a date
    - Omission of a name, if this could create some confusion
    - Mistranslation that could have an impact (especially in a decision)
    - Errors in dates
    - Name misspelled
    - Highly inadequate research (that is to say, the research must be redone; quotes, terminology, etc.)
    - Flagrant failure to respect reference material
    - Major failure to respect the format or layout of the source document (the document needs a lengthy reformatting due to the loss of the format or failure to respect it)
- Deliver the Work in the application, format, style and layout of the source document as sent by the Translation Coordinator unless otherwise requested in the original TA.
- Use a virus detection and elimination system and agree to take the necessary measures to ensure the delivery of its translation in electronic media or systems free of viruses.
- Inserting unnecessary coding not already found in the source document.
- Return all documentation supplied to the Translation Coordinator.

##### A8.1.1 Example of Errors

<b>ACCURACY</b>	Mistranslation, shift in meaning, omission, addition, ambiguity, illogical rendering, lack of clarity, improper use of terminology
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<b>LANGUAGE</b>	<ul style="list-style-type: none"> <li>• Syntax (improper sentence structure);</li> <li>• Calque (expression from one language adopted by another in a more or less literally translated form);</li> <li>• Under/over-translation;</li> <li>• Incorrect use of prepositions, conjunctions, adverbs, pronouns;</li> <li>• Grammar (lack of agreement, improper verb use); usage (including faulty usage, gallicisms, incorrect collocation, barbarism, improper choice of words or expressions);</li> <li>• Typography (failure to comply with typographical conventions, punctuation and capitalization rules; typos, errors in figures).</li> </ul>
<b>STYLE AND ADAPTATION</b>	Awkward rendering, poor formulation, word-for-word translation, unidiomatic rendering (whose meaning does not follow from the meaning of the individual words of which it is composed), incorrect adaptation of any of the following with respect to the end user: tone, conciseness and level of language.
<b>OFFICIAL TITLES AND TERMINOLOGY (incorrect use of:)</b>	Official titles, acronyms, terminology, client usage, lack of consistency.
<b>FORMATTING Problems concerning the following:</b>	Layout; alignment of paragraphs and headings; the translation does not mirror the original of any of the following: tables, charts, table of contents, bibliography; hypertext links are incorrect; consistency

## A8.2 Error Levels

To be deemed satisfactory and for Work to be accepted by the Translation Coordinator, the Contractor must comply with the following:

All administrative translations (stream I) shall contain no more than one major error in 2,000 words and/or no more than 3 minor errors per 400 words. For example:

- 2,000 word document, there shall be no more than one major error and no more than 15 minor errors.
- 1,000 word document, there shall be no major error and no more than 7 minor errors.

All Legal translations (streams II) shall contain no more than 1 major error per 5,000 words and/or no more than 2 minor errors per 400 words. For example:

- 2,000 word document, there shall be no major error and no more than 10 minor errors.
- 12,000 word document, there shall be no more than 2 major errors and no more than 60 minor errors.

## A9 Format and Layout

The Contractor must not apply any publicity or distinctive markings (stamps, business cards, stickers, notes, etc.) to the Work returned—either electronically or in hard copy.

All Work must be delivered without any hand-written corrections or track changes and must respect the format, pagination, layout and specific characteristics, including software used, of the source text so that the Technical Authority can use the Work as is. All comments should be submitted in a separate file sent with the Work.

#### *A10 Inspection and Acceptance of the Work*

The Contractor will be provided with a period of familiarization – the first 10 Task Authorizations in each stream – in order to gain institutional knowledge about the CIPO. During the familiarization period, the Task Authorization Authority will provide feedback to the Contractor to help the Contractor to become familiar with the CIPO's linguistic preferences and acquire the institutional knowledge about the CIPO required to perform the Work. Work completed by the Contractor during this period will not be subject to the application of the liquidated damages provision of the contract.

The Task Authorization Authority is responsible for the assessment of the quality of the Work against the standards set out in A7 and A8 of the Statement of Work, The Contractor must take into account any feedback received by the Technical Authority.

**A10.1** Any Work performed by the Contractor under a Task Authorization issued under the contract will be deemed unsatisfactory and refused by the Task Authorization Authority in the following situations:

- (a) The Work contains errors that exceed the error levels set out in the Statement of Work;
- (b) In the case of non-urgent Work, the Work was delivered more than 3 hours after the TA delivery time and date;
- (c) In the case of urgent Work, the Work was delivered at any time after the TA delivery time and date.

**A10.2** Any Work deemed unsatisfactory and refused may, at the discretion of the Task Authorization Authority, be returned to the Contractor once for correction or replacement, as the case may be, if the following conditions are met:

- (a) The Work has been delivered by the Contractor within the delivery time and date specified in the TA;
- (b) The Work was delivered at a time and date allowing sufficient time for the Technical Authority to perform the inspection of the Work within the TA delivery time and date;
- (c) After the inspection of the Work has been completed, there is sufficient time left for the Contractor to correct/replace and deliver the Work within the TA delivery time and date.

#### *A11 Word Count*

**A11.1** The Contractor must use the original document's word-processing application to determine the number of words contained in the document and will show this number on the task authorization.

**A11.2** The Task Authorization Authority reserves the right to take any control that is deemed necessary to verify the accuracy of the word count provided and to correct it, if necessary.

Should there be any disagreement, the Task Authorization Authority will redo the word count with a view to reaching an agreement with the Contractor. The Contractor must notify the Technical Authority of any changes to the word count.

If an agreement cannot be reached, the final decision on the word count will be made by the Task Authorization Authority.

#### *A12 Pickup and Delivery Process*

**A12.1** The Work to be translated will normally be sent electronically to the Contractor by email. The Contractor must return completed translations by email or if specified by courier, at the Contractor's expense, to the Task Authorization Authority entered on the task authorization form.

**A12.2** In the case of unforeseen interruption to electronic means, the Task Authorization Authority may require the Contractor to have the Work picked up or delivered to the address indicated in the TA issued (either in person or by courier at the Contractor's own discretion and expense).

#### *A13 Sending and Returning Texts*

**A13.1** The Task Authorization Authority sends the text(s) to be translated and any reference document by e-mail, over the Internet (using an FTP site) or by courier, at his or her discretion, depending on the size and/or security level of the documents, enclosing a Task Authorization Form.

**A13.2** Deadlines must not be extended without the written approval of the Task Authorization Authority.

**A13.3** If the documents are sent electronically, the Contractor must ensure that the translated texts are delivered virus-free.

**A13.4** The Contractor must e-mail the Task Authorization Authority entered on the task authorization acknowledgment of receipt of any work sent on working days only, between 8:00 a.m. and 4:45 p.m., Eastern Standard Time or Eastern Daylight Time, as the case may be, within 15 minutes of receiving the TA. For any request received by the Contractor after 4:45 p.m., Eastern Standard Time or Eastern Daylight Time, as the case may be, the Contractor must acknowledge receipt by 8:15 a.m. the following working day.

**A13.5** The Contractor must ensure that there is a person available at its office each working day of the year to acknowledge receipt of the work.

**A13.6** The Contractor must receive and transmit, at its expense, texts sent by courier.

**A13.7** The client may require that the Contractor pick up and deliver the work at the address identified in the TA either in person or by courier, at the Contractor's expense.

**A13.8** The Contractor shall use the same method used by the client to deliver files designated as Protected B or C, as well as files classified Confidential or Secret.

**A13.9** The Task Authorization authority may ask the Contractor to deliver work after working day hours or on a day of rest or statutory holiday if written notice in this regard is sent by e-mail on the previous working day. The Contractor shall be provided with written instructions sent by e-mail specifying the way in which work is to be delivered (by e-mail, over the Internet, or by courier) to the address for delivery indicated by the Task Authorization Authority.

Solicitation No. - N° de l'invitation  
U8000-186943/A  
Client Ref. No. - N° de réf. du client  
U8000-186943

Amd. No. - N° de la modif.  
File No. - N° du dossier  
519zfU8000-186943

Buyer ID - Id de l'acheteur  
519zf  
CCC No./N° CCC - FMS No./N° VME

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#### *A14 Technical Authority*

**A14.1** The Contractor and its resources can contact the Technical Authority only for requests for terminology information, such as clarification of difficult or unclear passages or the translation of terms or expressions not found in any references, to the Technical Authority whose name appears on the Task Authorization Requests. The Contractor must not communicate with any persons other than the Technical Authority identified by the Task Authorization Authority.

#### *A15 Constraints*

##### **A15.1 Training**

No paid training will be provided by the CIPO to the Contractor or to the persons performing Work on its behalf.

##### **A15.2 Courier Fees**

All costs associated with courier fees incurred by the Contractor and its resources in performance of the Work are the sole responsibility of the Contractor and will not be reimbursed by the Crown.

#### *A16 Language of Work*

The Contractor can use either of Canada's official languages when communicating with the Technical Authority or Task Authorization Authority.

**B** *Stream I - General, Administrative, and Semi-Specialized Texts*

*B1 Title*

Translation, revision and text amendment service for general, administrative, and semi-specialized texts.

*B2 Nature of Texts for Translation and Revision*

**B2.1** Text length and deadlines may vary. These are mainly general and administrative texts (specialty ADM - ADMINISTRATION AND MANAGEMENT).

**B2.2** Here are a few types of texts to be translated from English to French and from French to English and of texts to be revised and/or amended in English and in French:

- Correspondence; such as letters, minutes, meeting notes and memorandums;
- Various reports; including financial reports or reports on CIPO's strategic directions;
- Presentations; and
- Communication tools; such as brochures, fact sheets and press releases.

**B2.3** Samples of publications can be found by visiting CIPO's Web site at <http://www.cipo.gc.ca>.

*B3 Description and scope of work*

**B3.1** English-to-French and French-to-English translation services of professional quality, which include translation, revision, in-depth comparison of the translation with the original text and correction of the form and content of the translation.

The Contractor must have access to the necessary quality control mechanisms to ensure that the terminology used is appropriate, that the translated document accurately reflects the source language text, and that the delivery of translation services is of the highest possible quality.

**B3.2** Revision services for texts already translated from English to French and from French to English by CIPO or a third party, as required on the Task Authorization Form provided by the Task Authorization Authority.

**B3.3** Quality assurance and text revision are required for all work prior to delivery to the Task Authorization authority and must be performed by a reviser. The names of the translator(s) who translated the original text and of the reviser must be indicated.

*B4 Daily Production Capacity*

**B4.1** The daily capacity is the number of words per calendar day that the Contractor is able to process when work is assigned to it under the contract.

**B4.2** The Contractor must provide translation services at a rate of approximately 5,000 words per working day, including the receipt of the texts to be translated, quality control and work delivery.

**B4.3** The estimated volume is not guaranteed and may vary depending on the operational requirements of the CIPO.

**B4.4** Occasionally, a higher volume may be processed in the context of a special project.

C. *Stream II - Specialized Texts of Medium to High Complexity*

C1 *Title*

Translation, revision, and amendments of specialized texts of medium to high complexity.

C2 *Nature of Texts for Translation and Revision*

**C2.1** Text length and deadlines may vary. The texts may deal with any scientific or technical stream. Given that laws and regulations govern most of CIPO's activities, most of the specialized documents will be legal in nature and will have a science and technology theme. The following specialties define the nature of the specialized texts:

JUR - Legal
AGR - Agriculture and Agri-Food
AQU - Fisheries and Aquaculture
BIO - Environment and Ecology
CIV - Civil Engineering and Construction
ELC - Electricity and Electronics
ENR - Energy
GEO - Earth and Atmospheric Sciences
IND - Industries
INF - Informatics
MEC - Mechanical Engineering and
MED - Medicine
SCN - Physical Sciences and Mathematics
TEL - Telecommunications
TRA - Transportation

**C2.2** Here are a few types of texts to be translated from English to French and from French to English and of texts to be revised and/or amended in English and in French:

- Documents associated with practices (manuals of practice, practice notices, schematics, instructions, work procedures, technical examinations and training documents);
- Guides (guides regarding CIPO's sectors of activities);
- Decisions of the Trade Marks Opposition Board (TMOB);
- Decisions of the Commissioner (Patent Appeal Board); and
- Examination of officers' qualifications.

**C2.3** Samples of publications can be obtained by visiting CIPO's Web site at <http://www.cipo.gc.ca>.

C3 *Certification of Translation*

**C3.1** All translations of a legal nature must be certified by the translators, who must review the proposed amendments to the translation that they have signed for. The translation certification is placed on the left, a few lines below the name of the member of the Trade Marks Opposition Board, Patent Appeal Board, or hearings officer. The translator must use a smaller font (9 or 10 points) and the following wording:

- Certified translation
- Translator's name

#### *C4 Description and Scope of Work*

**C4.1** English-to-French and French-to-English translation services of professional quality, which include translation, revision, in-depth comparison of the translation with the original text and correction of the form and content of the translation.

The Contractor must have access to the necessary quality control mechanisms to ensure that the terminology used is appropriate, that the translated document accurately reflects the source language text, and that the delivery of translation services is of the highest possible quality.

**C4.2** Translation services for urgent texts are to be delivered the same day within a few hours, or at the latest, 2 working days following the receipt of the task authorization on working days, as required on the Task Authorization Form provided by the Task Authorization Authority.

**C4.3** Provide revision services for texts already translated from English to French and from French to English by CIPO or a third party, as required on the Task Authorization Form provided by the Task Authorization Authority.

**C4.4** Quality assurance and text revision are required for all work prior to delivery to the client and must be performed by a translator or reviser who did not translate the original text. The names of the translator(s) who translated the original text and of the person(s) who revised it must be indicated.

\* The annual volume estimated and listed in this document does not constitute a contractual guarantee, but rather a good-faith approximation of needs.

#### *C5 Daily Production Capacity*

**C5.1** The daily capacity is the number of words per calendar day that the Contractor is able to process when work is assigned to it under the contract.

**C5.2** The Contractor must provide translation services at a rate of approximately 5,000 words per working day, including the receipt of the texts to be translated, quality control and work delivery.

**C5.3** The estimated volume is not guaranteed and may vary depending on the operational requirements of the CIPO.

**C5.4** Occasionally, a much higher volume may be processed in the context of a special project.

*D Stream III - Patent Titles and Abstracts*

*D1 Title*

Translation service for patent titles and abstracts

*D2 Nature of Texts for Translation and Revision*

**D2.1** Patent titles and abstracts may concern any scientific or technical stream. The following specialties define the nature of patent titles and abstracts:

AGR - Agriculture and Agri-Food
AQU - Fisheries and Aquaculture
BIO - Environment and Ecology
CIV - Civil Engineering and Construction
ELC - Electricity and Electronics
ENR - Energy
GEO - Earth and Atmospheric Sciences
IND - Industries
INF - Informatics
MEC - Mechanical Engineering and
MED - Medicine
SCN - Physical Sciences and Mathematics
TEL - Telecommunications
TRA - Transportation

**D2.2** A title contains an average of approximately 10 words, and an abstract contains an average of approximately 150 words.

**D2.3** You can obtain samples of patent titles and abstracts by visiting CIPO's Web site at <http://www.cipo.gc.ca> or the Web site of the Canadian Patents Database at <http://www.ic.gc.ca/opic-cipo/cpd/eng/introduction.html>.

*D3 Certification of Translation*

**D3.1** All translations of a legal nature must be certified by the translators, who must review the proposed amendments to the translation that they have signed for. The translation certification is placed on the left, a few lines below the name of the member of the Trade Marks Opposition Board, Patent Appeal Board, or hearings officer. The translator must use a smaller font (9 or 10 points) and the following wording:

- Certified translation
- Translator's name

*D4 Description and Scope of Work*

**D4.1** The CIPO will provide the Contractor, approximately once per week, with titles and abstracts to translate within agreed-upon deadlines as they are produced. Those translating services include English-to-French and French-to-English translation services of professional quality, which include translation, revision, in-depth comparison of the translation with the original text and correction of the form and content of the translation. The list of titles and abstracts to be translated and any other relevant documentation will be provided to the Contractor when the texts are sent.

Solicitation No. - N° de l'invitation  
U8000-186943/A  
Client Ref. No. - N° de réf. du client  
U8000-186943

Amd. No. - N° de la modif.  
File No. - N° du dossier  
519zfU8000-186943

Buyer ID - Id de l'acheteur  
519zf  
CCC No./N° CCC - FMS No./N° VME

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At any time, the CIPO may decide to change the schedule. For example, texts could be sent two or three times per week instead of once. The Contractor will be advised at least 2 weeks in advance and must adjust to the changes.

#### *D5 Daily Production Capacity*

**D5.1** The daily capacity is the number of words per calendar day that the Contractor is able to process when work is assigned to it under the contract.

**D5.2** The Contractor must provide translation services at a rate of approximately 14,000 words per working day, including the receipt of the texts to be translated, quality control and work delivery.

**D5.3** Approximately 90 abstracts and 50 titles may be translated per working day.

**D5.4** The estimated volume is not guaranteed and may vary depending on the operational requirements of the CIPO.

**D5.5** Occasionally, a higher volume may be processed in the context of a special project.

**D5.6** The format of patent titles and abstracts as they will be sent to the Contractor is described in the Formatting of Patent Titles and Abstracts Guidelines.

## ANNEX “B” – BASIS OF PAYMENT

1. In consideration of Work satisfactorily performed in accordance with the Contract, the Contractor will be paid in accordance with the following basis of payment. All deliverables at F.O.B. Destination, and Canadian Customs Duty included.

### 2. ALL-INCLUSIVE RATES

The Contractor’s all-inclusive rates per word shall include all expenses associated with the provision of the services required under this Contract. No other fees, costs or amounts will be paid.

#### Travel and Living Expenses

The Crown will not accept any travel and living expenses incurred by any contractor to satisfy the terms of any resulting contract.

Contractors should enter their prices on the MS Excel spreadsheet published on the Government Electronic Tendering Service (<https://buyandsell.gc.ca/procurement- data/tenders>) and provide it with their offer.

### 3. CONTRACTOR ALL-INCLUSIVE SERVICE RATES FOR TRANSLATION

For timely delivered and accepted Work:

**Initial Contract Period (From date of award to two [2] years from date of award)**

	S	Type	Rate per Word
<b>Stream I</b> <b>Administrative Text</b>	Regular Translation	English to French	\$
	Regular Translation	French to English	\$
	Urgent Translation	English to French	\$
	Urgent Translation	French to English	\$
	Regular Editing	English to French	\$
	Regular Editing	French to English	\$
	Urgent Editing	English to French	\$
	Urgent Editing	French to English	\$
<b>Stream II</b> <b>Specialized Text</b>	Regular Translation	English to French	\$
	Regular Translation	French to English	\$
	Urgent Translation	English to French	\$
	Urgent Translation	French to English	\$
	Regular Editing	English to French	\$
	Regular Editing	French to English	\$

Solicitation No. - N° de l'invitation  
 U8000-186943/A  
 Client Ref. No. - N° de réf. du client  
 U8000-186943

Amd. No. - N° de la modif.  
 File No. - N° du dossier  
 519zfU8000-186943

Buyer ID - Id de l'acheteur  
 519zf  
 CCC No./N° CCC - FMS No./N° VME

<b>Stream II - continued</b>	Urgent Editing	English to French	\$
	Urgent Editing	French to English	\$
<b>Stream III Patent titles and abstracts</b>	Regular Translation	English to French	\$
	Regular Translation	French to English	\$
	Urgent Translation	English to French	\$
	Urgent Translation	French to English	\$

**Option Period 1 (One [1] additional year)**

	<b>S</b>	<b>Type</b>	<b>Rate per Word</b>
<b>Stream I Administrative Text</b>	Regular Translation	English to French	\$
	Regular Translation	French to English	\$
	Urgent Translation	English to French	\$
	Urgent Translation	French to English	\$
	Regular Editing	English to French	\$
	Regular Editing	French to English	\$
	Urgent Editing	English to French	\$
	Urgent Editing	French to English	\$
<b>Stream II Specialized Text</b>	Regular Translation	English to French	\$
	Regular Translation	French to English	\$
	Urgent Translation	English to French	\$
	Urgent Translation	French to English	\$
	Regular Editing	English to French	\$
	Regular Editing	French to English	\$
	Urgent Editing	English to French	\$
	Urgent Editing	French to English	\$
<b>Stream III Patent titles and abstracts</b>	Regular Translation	English to French	\$
	Regular Translation	French to English	\$
	Urgent Translation	English to French	\$
	Urgent Translation	French to English	\$

**Option Period 2 (One [1] additional year)**

	<b>S</b>	<b>Type</b>	<b>Rate per Word</b>
<b>Stream I</b>  <b>Administrative Text</b>	Regular Translation	English to French	\$
	Regular Translation	French to English	\$
	Urgent Translation	English to French	\$
	Urgent Translation	French to English	\$
	Regular Editing	English to French	\$
	Regular Editing	French to English	\$
	Urgent Editing	English to French	\$
	Urgent Editing	French to English	\$
<b>Stream II</b>  <b>Specialized Text</b>	Regular Translation	English to French	\$
	Regular Translation	French to English	\$
	Urgent Translation	English to French	\$
	Urgent Translation	French to English	\$
	Regular Editing	English to French	\$
	Regular Editing	French to English	\$
	Urgent Editing	English to French	\$
	Urgent Editing	French to English	\$
<b>Stream III</b>  <b>Patent titles and abstracts</b>	Regular Translation	English to French	\$
	Regular Translation	French to English	\$
	Urgent Translation	English to French	\$
	Urgent Translation	French to English	\$

**Option Period 3 (One [1] additional year)**

	<b>S</b>	<b>Type</b>	<b>Rate per Word</b>
<b>Stream I</b>  <b>Administrative Text</b>	Regular Translation	English to French	\$
	Regular Translation	French to English	\$
	Urgent Translation	English to French	\$
	Urgent Translation	French to English	\$
	Regular Editing	English to French	\$
	Regular Editing	French to English	\$
	Urgent Editing	English to French	\$
	Urgent Editing	French to English	\$

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 U8000-186943

Amd. No. - N° de la modif.  
 File No. - N° du dossier  
 519zfU8000-186943

Buyer ID - Id de l'acheteur  
 519zf  
 CCC No./N° CCC - FMS No./N° VME

<b>Stream II</b> <b>Specialized Text</b>	Regular Translation	English to French	\$
	Regular Translation	French to English	\$
	Urgent Translation	English to French	\$
	Urgent Translation	French to English	\$
	Regular Editing	English to French	\$
	Regular Editing	French to English	\$
	Urgent Editing	English to French	\$
	Urgent Editing	French to English	\$
<b>Stream III</b> <b>Patent titles and abstracts</b>	Regular Translation	English to French	\$
	Regular Translation	French to English	\$
	Urgent Translation	English to French	\$
	Urgent Translation	French to English	\$

**Option Period 4 (One [1] additional year)**

	<b>S</b>	<b>Type</b>	<b>Rate per Word</b>
<b>Stream I</b> <b>Administrative Text</b>	Regular Translation	English to French	\$
	Regular Translation	French to English	\$
	Urgent Translation	English to French	\$
	Urgent Translation	French to English	\$
	Regular Editing	English to French	\$
	Regular Editing	French to English	\$
	Urgent Editing	English to French	\$
	Urgent Editing	French to English	\$
<b>Stream II</b> <b>Specialized Text</b>	Regular Translation	English to French	\$
	Regular Translation	French to English	\$
	Urgent Translation	English to French	\$
	Urgent Translation	French to English	\$
	Regular Editing	English to French	\$
	Regular Editing	French to English	\$
	Urgent Editing	English to French	\$
	Urgent Editing	French to English	\$
<b>Stream III</b> <b>Patent titles and abstracts</b>	Regular Translation	English to French	\$
	Regular Translation	French to English	\$
	Urgent Translation	English to French	\$
	Urgent Translation	French to English	\$

### Late Delivery of Work

The rates proposed by the Contractor for non-urgent work that is delivered later than the time specified in the TA will be subject to an adjustment based on the lateness of the work as follows:

Delay in delivery	Adjustment to Contractor's Rate
None (on time)	100%
Up to one (1) hour late	95%
From more than one (1) hour late to two (2) hours late	93%
From more than two (2) hours late to three (3) hours late	90%

The TA authority will confirm in writing with the Contractor when such an adjustment must be made. The adjustment will apply to the entirety of the TA for which the work is delivered late. Work delivered more than three (3) hours late will not be accepted and will instead be subject to section 7.13 of the RFP - Damages.

This rate adjustment provision does not apply to urgent translations, which are automatically refused if not delivered within the TA delivery time and date.

### Translation Errors

Should the Work specified in the TA be delivered in an unsatisfactory manner as outlined in Section A8 – Quality Standards of Annex “A”, Statement of Work, the following adjustment to the Contractor's proposed rates will apply:

#### Administrative Translations (Stream I)

Errors per 2,000 words	Adjustment to Contractor's Rate
Two (2) major errors and/or between sixteen (16) and twenty (20) minor errors	95% and the work will be deemed unsatisfactory
Three (3) or more major errors and/or more than twenty (20) minor errors	90% and the work will be deemed unsatisfactory

#### Legal Translations (Streams II)

Errors per 5,000 words	Adjustment to Contractor's Rate
Two (2) major errors and/or between twenty-six (26) and thirty (30) minor errors	95% and the work will be deemed unsatisfactory
Three (3) or more major errors and/or more than thirty (30) minor errors	90% and the work will be deemed unsatisfactory

The TA authority will confirm in writing with the Contractor when such an adjustment must be made. The adjustment will apply to the entirety of the TA for which the unsatisfactory work is delivered. Any work delivered with more errors than specified above will not be accepted and will instead be subject to section 7.13 of the RFP - Damages.

This rate adjustment is cumulative with any adjustment effected for late delivery of the work as specified in the TA.



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat <b>08000-18-6943</b>
Security Classification / Classification de sécurité

**SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <b>ISED</b>	2. Branch or Directorate / Direction générale ou Direction <b>Canadian Intellectual Property Office</b>	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail <b>Translation Services</b>		
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>		
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input checked="" type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>



Contract Number / Numéro du contrat <b>U8000-18-6943</b>
Security Classification / Classification de sécurité

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui  
Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- |   |   |  |  |
|---|---|--|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input checked="" type="checkbox"/> SECRET<br>SECRET | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET - SIGINT<br>TRÈS SECRET - SIGINT        | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET  | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |  |  |

Special comments:  
Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**  
**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui



**PART C - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRES SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL			A	B	C			
Information / Assets Renseignements / Biens Production	✓	✓			✓											
IT Media / Support TI IT Link / Lien électronique	✓	✓			✓											

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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## **ANNEX "D" to PART 3 OF THE BID SOLICITATION - ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

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**ANNEX “E” to PART 5 OF THE BID SOLICITATION - FEDERAL CONTRACTORS PROGRAM FOR  
EMPLOYMENT EQUITY – CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.
- OR**
- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)



## Task Authorization Autorisation de tâche

Contract Number - Numéro du contrat

Contractor's Name and Address - Nom et l'adresse de l'entrepreneur	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu
	Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$

Security Requirements: This task includes security requirements  
Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité

No - Non     Yes - Oui    If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract  
Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat

▶

### For Revision only - Aux fins de révision seulement

TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$
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**Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.**

**Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.**

### 1. Required Work: - Travaux requis :

A. Task Description of the Work required - Description de tâche des travaux requis	See Attached - Ci-joint <input type="checkbox"/>
B. Basis of Payment - Base de paiement	See Attached - Ci-joint <input type="checkbox"/>
C. Cost of Task - Coût de la tâche	See Attached - Ci-joint <input type="checkbox"/>
D. Method of Payment - Méthode de paiement	See Attached - Ci-joint <input type="checkbox"/>

Contract Number - Numéro du contrat

## 2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

\_\_\_\_\_  
Name and title of authorized client - Nom et titre du client autorisé à signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
PWGSC Contracting Authority - Autorité contractante de TPSGC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 3. Contractor's Signature - Signature de l'entrepreneur

\_\_\_\_\_  
Name and title of individual authorized - to sign for the Contractor  
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## ANNEX "G" – FORMATTING OF PATENT TITLES AND ABSTRACTS GUIDELINES

The titles and/or abstracts are extracted from the database of the Canadian Intellectual Property Office (CIPO) in the same format, and this may be the format of the source text for the translation of a title and/or abstract.

The format for importing into the CIPO database is slightly different. Detailed instructions and macros for WordPerfect will be provided to the Contractor when the contract is awarded.

The Contractor may use a word processor other than WordPerfect on condition that the translations comply with the format and that the Contractor use codepage Windows-1252 for the French characters.

The format is as follows:

App# nnnnnnnn - Original Title\n\noriginal title text\x0cApp# nnnnnnnn - Translated Title\n\ntitle text translation\x0c\x0cApp# nnnnnnnn - Original Abstract\n\noriginal abstract text\x0cApp# nnnnnnnn - Translated Abstract\n\nabstract text translation\x0c

Where:

"nnnnnnnn": represents the number of a patent application (e.g. 02353245)

"original title text": represents the title as it exists in the database

"title text translation instructions": represents three possible options:

"Do not translate, for assistance only"  
"Enter the French Title here"  
"Enter the English Title here"

"original abstract text": represents the abstract as it exists in the database

"abstract text translation instructions": represents three possible options:

"Do not translate, for assistance only"  
"Enter the French Abstract here"  
"Enter the English Abstract here"

Any text in bold refers to information that always appears in this manner.

The number of characters is variable because it is a function of the length of the text of the title and/or abstract.

A file may contain more than one entry (titles/abstracts of different patent applications). No specific order is proposed. Each entry is added one after the next without any additional marker showing the beginning and end of entries.

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**ANNEX "H" – POLICIES TO FOLLOW FOR THE FRENCH TRANSLATION OF THE DECISIONS OF  
THE TRADEMARKS OPPOSITION BOARD**



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**POLICIES TO FOLLOW  
FOR FRENCH TRANSLATION OF THE DECISIONS OF THE  
TRADEMARKS OPPOSITION BOARD  
(OPPOSITIONS AND NOTICES UNDER SECTION 45)**

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**Latest update of June 17. 2019**

**RESOURCE PERSONS**

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Commission des oppositions des marques de commerce (COMC)/ Trademarks Opposition Board (TMOB)

Substantive questions

**Annie Robitaille**

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Should you have any request concerning texts previously or currently submitted for translation, please mention the reference number of Open Text.

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## I. WARNING

**Major legislative changes have amended the *Trademarks Act* and the applicable regulations. Except if otherwise indicated, any reference to the Act or TMA in this document and the TMOB's decisions is understood as the *Loi sur les marques de commerce* or the *Trademarks Act* as amended and effective on June 17, 2019, the reference at length to which remains unchanged (i.e. In French: LRC 1985, ch T-13; and in English: RSC 1985, c T-13).**

**It should be noted that the new *Règlement sur les marques de commerce* or *Trademarks Regulations* (DORS/96-195; in English: SOR/96-195) have been repealed and replaced with the new *Règlement sur les marques de commerce* or *Trademarks Regulations* (DORS/18-227; in English: SOR/18-227). Except if otherwise indicated, any reference to the Regulations or TMR in this document and the TMOB's decisions is understood as the new *Règlement sur les marques de commerce* or *Trademarks Regulations*, which came into effect on June 17, 2019.**

**These legislative changes have resulted in the complete revision of the TMOB's Trademark practice notices. Here are TMOB's new Trademark practice notices listed in Schedule 1 of this document.**

**Among the changes introduced by the new legislative framework, it is appropriate to mention the suppression of the hyphen in the word *trade-mark*, which is written from now on as *trademark*. Also, the notions of "plaidoyer écrit" (*written argument*) in matters of opposition and "représentations écrites" (*written representations*) in matters of Section 45 notices have been replaced and standardized with the term "observations écrites" (*written representations*). More information is provided on this subject in Divisions III, IV and V below.**

## II. GENERAL INSTRUCTIONS

### 1. Accessibility of web content

To the extent the TMOB's decisions comply with the Web Content Accessibility Guidelines (WCAG), the translation must be the same. (In this regard, see the templates.)

### 2. Apposition

When the author puts terms/expressions in apposition by means of quotation marks and an uppercase letter (e.g. *the "Applicant", the "Mark", the "Goods", the "Opponent", etc.*), retain the uppercase letter in the rest of the text (e.g. "Requérant", "Marque", "Produits", "Opposant", etc.).

The same comment applies to the use of italics by the author.

### 3. Certification of the translation

All the translations are certified by the translators, who must review the proposed changes to the translation they have signed.

The translation is certified on the left, a few lines below the name of the member of the TMOB or the hearing officer. The small font size (9 or 10 points) and the following formulations are used:

Traduction certifiée conforme / Certified translation

[Name of translator]

Also see the templates

#### 4. Translation

All translations begin, on the first page and before the title, with the mention TRADUCTION CERTIFIÉE NON RÉVISÉE or UNREVISED ENGLISH CERTIFIED TRANSLATION, as applicable, in uppercase letters and in bold characters, in the upper right-hand corner below the date (year-month-day) (also see the templates).

In the body of the decision, it is important to indicate clearly with the mention [TRADUCTION] or [translation], in small capitals, that the words, the phrase of the passage you are going to cite are not reproduced in their original version, but that they have been translated to facilitate understanding of the text. The mention [TRADUCTION] or [translation] immediately precedes the citation.

It should be noted that if the author textually repeats the terms that actually appear on a sample (e.g. a product code or a special mention), leave these terms in English in the translation and follow them with their French translation in brackets for the requirements of the Francophone reader's understanding.

When the original decision cites a passage from a jurisprudential decision for which certified translation exists, use the citation as translated in this unrevised certified translation, even if it contains errors. Regardless of the number of "secondary" citations that may or may not be included in the "principal" citation, refer to the certified translation produced for the "principal" decision cited by the author of the decision. If this translation contains errors, simply note them by adding the mention "[sic]".

### III. COMMON FORMULAS

**For the headings, see the templates.**

**Introductory paragraph** For "*Applicant filed an application to register the trademark XYZ*", it is preferable to translate as "*la Requérente a produit une demande d'enregistrement pour la marque ...*" (instead of "d'une demande en vue d'enregistrer").

## Decision

Under section 38(12) TMA (formerly s. 38(8) TMA): le registraire *rejette la demande, rejette l'opposition ou rejette la demande à l'égard de l'un ou plusieurs des produits ou services spécifiés dans celle-ci et rejette l'opposition à l'égard des autres* / the Registrar may *refuse the application, reject the opposition, or refuse the application with respect to one or more of the goods or services specified in it and reject the opposition with respect to the others.*

- [...] *I refuse the application, the whole pursuant to section 38(12):* translate as « *Je rejette la demande conformément aux dispositions de l'article 38(12) de la Loi* ».
- [...] *I reject the opposition, the whole pursuant to section 38(12):* translate as « *Je rejette l'opposition conformément aux dispositions de l'article 38(12) de la Loi* ».

Under section 45: l'enregistrement est *radié, maintenu ou modifié* / *the registration is expunged, maintained or amended.*

Une décision peut être *partagée / split decision.*

## Signature

In the signature, *Member et Trademarks Opposition Board* are translated as **Membre** and **Commission des oppositions des marques de commerce** instead of as “**Commissaire**” and “**Commission d'opposition des marques de commerce**”.

*Hearing Officer* is translated as *Agent d'audience*

## Registration number(s)

The acronyms « UCA », « TMDA » and « TMA » preceding the numbers are generally translated respectively as “LCMDF”, “LCD” and “LMC”. Retain the commas used by the author of the decision, as applicable. For example, *TMA123,456* will be translated as *LMC123,456*.

## Use of the word “Dessin” or “Design”

Concerning the “design” marks, the following nuances should be found in the original English version and thereby in the French translation: when the mark is composed both of a nominal portion (a word or words) and a distinct graphic portion (design), refer to it as *ABC & Dessin* (in English, *ABC & Design*). The words *Dessin* (*Design*), which is not part of the nominal portion of the mark, must be written in lowercase except for the first letter. When the mark consists of a stylized signature without the addition of distinct graphic portion, refer to it as *ABC Dessin* (in English, *ABC Design*).

## IV. STANDARDIZATION OF RULES OF USE AND STYLE

Do not seek to embellish or otherwise rewrite the decision. However, if a typographical or other error is noted in the original version, the translator is asked to bring it to the attention of the TMOB before sending the translated decision so as to enable the author of the original decision to correct, as applicable.

Do not translate the legal form of companies, e.g. Ltd. = Ltd. (and not Ltée), LLP = LLP (and not S.R.L.), etc.

Respect the legal reference method (9<sup>th</sup> edition of the *Manuel canadien de référence juridique / Canadian Guide to Uniform Legal Citation*, or other) used by the author of the decision, even if the reference method is not uniform within the TMOB. In this regard, the abbreviation “para” is used as is in French, in preference to “au para” for paragraph and “aux para” for paragraphs, because this is the abbreviation recommended by the *Manuel*.

In relation to the previous subject, for stylistic preference, you generally must rely on the use made by the author of the decision. If the author inserts a period between the letters of an acronym, you must do the same with the French translation of this acronym. On the other hand, if the author does not use periods in the acronyms, the French translation also should not contain periods.

In a similar vein, if the author uses hard spaces between certain terms, retain such spaces in the translation (while ensuring that the style rules of the target language are respected).

When the author of the decision does not specify whether a section, a subsection or a paragraph is involved, there is no need to specify this in the translation (e.g. section 12(1)(d) is translated in French as article 12(1)*d*) - and not as alinéa 12(1)*d*).

Note that in French, you must put the letter of the paragraph in italics and remove the parenthesis that precedes it, in order to reproduce the presentation used in the French version of the Act.

Follow the terminology used in the *Loi sur les marques de commerce / Trademarks Act* as amended, unless there are indications to the contrary according to the context specified by the author of the decision.

Refer as starting point to the *Journal des marques de commerce / Trademarks Journal* for the translation of the statement of goods and/or services. Attention: it may happen that the statement reproduced in the decision differs from the one announced in the Journal. Stick to the text reproduced in the decision. In the Journal, the description of the goods and/or services provided directly below the mark is in the language in which the application was filed. The description of the goods and/or services appearing in the second place is a translation appearing as information only. The current editions of the Journal and the archived editions dating back to the year 2000 can be consulted on the OPIC/CIPO website at [www.opic.gc.ca](http://www.opic.gc.ca). For the previous versions, address the CIPO Customer Service Centre or the TMOB resource person for Administrative Questions.

As required, also consult the CIPO *Manuel des produits et services / Goods and Services Manual* at the following link: [https://www.ic.gc.ca/app/scr/ic/cgs/ext/accueil.html?lang=fra&wt\\_src=cipo-tm-main&wt\\_cxt=toptask](https://www.ic.gc.ca/app/scr/ic/cgs/ext/accueil.html?lang=fra&wt_src=cipo-tm-main&wt_cxt=toptask). This is a bilingual search tool suggesting different terms for the description of goods and services.

Follow the rules usually recognized in the Termium Plus Outils d'aide à la rédaction / Writing tools.

For (general) legal terminology in French, also consult the following works:

- GÉMAR, Jean-Claude et HO-THUY, Vo, *Difficultés du langage du droit au Canada*, 2<sup>e</sup> éd., Cowansville, Éditions Yvon Blais, 1997.
- BEAUDOIN, Louis, *Les mots du droit : Lexique analogique juridique / Legal Thesaurus*, 2<sup>e</sup> éd., Yvon Blais, 2004.

## V. TERMINOLOGY

<b>Absence of use</b>	<b>Défaut d'emploi</b> (au sens de l'article 45).
<b>Accrue</b>	<b>The use of the mark accrued to the benefit of the Applicant/Registrant : The use of the mark accrued to the benefit of the Applicant/Registrant: L'emploi de la marque peut être attribué à la Requérante/Inscrivante; est réputé être au bénéfice de la Requérante/Inscrivante; bénéficie à la Requérante/Inscrivante.</b>
<b>Actual trade of the parties</b>	<i>Nature véritable</i> (instead of <i>réelle</i> ) du commerce des parties.
<b>Advertised</b>	<i>The application was advertised for opposition purposes: la demande a été annoncée aux fins d'opposition instead of annoncée aux fins de la procédure d'opposition</i> ("pour fins de / pour les fins de" being criticized by the SCC and the Office de la langue française, in particular).
<b>Advertisement of the application</b>	<i>Annonce</i> (instead of publication) <i>de la demande</i> (art. 16(3) (formerly 16(4)) and 38(1) RMC, or TMR).
<b>Affiant</b>	<b>Auteur de l'affidavit; déposant.</b>
<b>Against</b>	<i>Statement of opposition against the application: prefer, if possible: "a produit une déclaration d'opposition à l'encontre de la demande"</i> instead of "une déclaration d'opposition à la demande" or "une déclaration d'opposition à l'égard de la demande".  For constructions permitted with "à l'encontre de", see Juridictionnaire "locutions adverbiales et prépositives".
<b>Agent for the Opponent/Applicant</b>	<b>Agent de l'Opposante/de la Requérante</b> instead of <b>mandataire ou représentant (see, in particular, art. 25 RMC (TMR) and art. 8 RMC (TMR) repealed).</b>  The notions of "agent" and "représentant pour signification" (representative for service) (described, in particular, in sections 2 and 42 of the previous version of the Act) are not the same. Note that the notion of "représentant pour signification" (representative for service) no longer exists in the new Act.
<b>Applicant/Opponent</b>	<i>Requérante/Opposante</i> ((in the French version of the TMA, these terms are used in the masculine; however, when they refer to an entreprise/société in the decision, it is appropriate to use the feminine).

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<b>Application for the mark</b>	<i>Demande d'enregistrement or demande d'enregistrement relative à la marque (depending on the context).</i>
<b>Applied-for mark</b>	<i>Marque visée par la demande, faisant l'objet de la demande.</i>
<b>Argument</b>	Depending on the context, the word <i>argument</i> is totally acceptable. However, <i>written argument</i> is translated as <i>plaidoyer écrit</i> .
<b>Associate</b>	<i>Associate at the same law firm</i> : must not be translated as « associé au sein du même cabinet ». The word “associate” in this context is translated as “avocat”. An “associé” would be translated as a “partner”.
<b>Associated (goods or services)</b>	<i>Lié</i> (goods and services associated with the mark).
<b>Background</b>	<i>Contexte</i> .
<b>Balance of probabilities</b>	<b><i>Prépondérance des probabilités</i></b> instead of <i>balance des probabilités</i> .
<b>Bald statement</b>	<i>Simple déclaration</i> .
<b>Based upon use</b>	<i>Based upon use...with respect to the Goods and Services: « fondée (ou basée) sur l'emploi...en liaison avec les Produits et Services ».</i>
<b>Basic application</b>	<i>Demande de base</i> (art. 96 RMC, or TMR)
<b>Basic registration</b>	<i>Enregistrement de base</i> (art. 96 RMC, or TMR)
<b>Become known</b>	<i>The mark has become known to some extent</i> : translate as “ <i>la marque est devenue connue dans une certaine mesure</i> ” instead of as “ <i>la marque a acquis une certaine notoriété</i> ”. A mark can be “ <i>connu</i> ” (known) without being “ <i>notoire</i> ” (famous). The notion of “ <i>notoriété</i> ” (fame) in trademarks is a distinct notion.  <b><i>The Mark has become known to a significant extent</i></b> : translate as “ <i>la marque est devenue connue dans une mesure significative</i> ” or “ <i>...de manière significative</i> ”. Avoid translating as “ <i>bien connue</i> ”, because this notion must instead be translated as “ <i>well-known</i> ”.
<b>Brand</b>	<i>Marque : Veuve Clicquot Ponsardin c Boutiques Cliquot Ltée, 2006 CSC 23 au para 4.</i>
<b>Brand equity</b>	<i>Capital-marque : Veuve Clicquot Ponsardin c Boutiques Cliquot Ltée, 2006 CSC 23 au para 15; Mattel, Inc c 3894207 Canada Inc, 2006 CSC 22 aux para 13, 26.</i>

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<b>Brand-name product</b>	<i>Produit de marque.</i>
<b>Canadian trademark registration</b>	<i>Canadian trademark registration No. TMA...for the trademark...: translate as "enregistrement canadien portant le n° LMC...pour la marque de commerce...".</i>
<b>Certificate of registration</b>	<i>Certificat d'enregistrement.</i>
<b>Certification mark</b>	<i>Marque de certification (art. 24, 25 LMC, or TMA).</i>
<b>Channels of trade</b>	<i>Voies de commercialisation : <b>Mattel, Inc c 3894207 Canada Inc</b>, 2006 CSC 22 au para 86; <b>Veuve Clicquot Ponsardin c Boutiques Cliquot Ltée</b>, 2006 CSC 23 au para 34.  <i>Voies commerciales : <b>Veuve Clicquot Ponsardin c Boutiques Cliquot Ltée</b>, 2006 CSC 23 au para 14.</i></i>
<b>Claim(s)</b>	<i>Revendication(s).</i>
<b>Claimed date of first use</b>	<i>Claimed date of first use in the registration: date de premier emploi revendiquée dans l'enregistrement.</i>
<b>Clearly inconsistent</b>	<i>Clairement incompatible.</i>
<b>Colour claim</b>	<i>Revendication de couleur.</i>
<b>Composite mark</b>	<i>Marque mixte; marque composée.</i>
<b>Common law search</b>	<i>Recherche en common law.</i>
<b>Confusingly similar trademarks</b>	<i>Marques dont la similitude est susceptible de créer de la confusion, dont la similitude est source de confusion.</i>
<b>Contracting party</b>	<i>Partie contractante (art. 96 RMC)</i>
<b>Convention priority filing date/ Convention date</b>	<i>The Applicant has claimed a Convention priority filing date / Convention date of June 10...Le Requérant revendique la date de priorité conventionnelle du 10 juin.</i>  <i>N.B.: Priority is claimed on the basis of s. 34 TMA, a consequence of the Paris Convention (1883), which established the priority system. The priority filing is said to be conventional, and not the date.</i>  <b>TO BE AVOIDED:</b> date conventionnelle.
<b>Counter statement</b>	<i>Contre-déclaration (art. 38(7) LMC, or TMA (formerly 38(6) LMC, or TMA)).</i>
<b>Copyright dates</b>	<i>These are dates that the author of a text precedes with a ©. This mention does not mean that the copyright is necessarily registered but only that the author is claiming rights effective</i>

from that date. For example, “copies of extracts bearing copyright dates of 1998 and 1999” will simply be translated as “copies d’extraits datés des années 1998 et 1999”.

<b>Date of first use</b>	<i>Date de premier emploi.</i>
<b>Date of first use alleged</b>	<i>Date de premier emploi alléguée.</i>
<b>Degree of resemblance</b>	<i>Degré de ressemblance</i> (art. 6 LMC, or TMA).
<b>Deny</b>	<i>Nier</i> (an allegation) or <i>contester</i> (a ground of opposition).
<b>Design mark</b>	<i>Marque figurative</i> (more common); <i>dessin-marque</i> : art. 27(2) LMC, or TMA.
<b>Design portion</b>	<i>Composante/élément/partie graphique de la marque.</i>
<b>Deviation</b>	<i>Variation</i> or <i>variante.</i>
<b>Dilution search</b>	<i>Recherche de dilution.</i>
<b>Disclaiming the right to the exclusive use</b>	“ <i>Se désister du droit à l’usage exclusif</i> ” instead of “ <b>refuser d’accorder le droit à l’usage exclusif (Désistement: art. 35 LMC / Disclaimer s. 35 TMA).</b> ”
<b>Display of the mark</b>	In general, the use of the word <i>presentation</i> is appropriate. Also see the other examples under the items <i>Displaying</i> and <i>Manner of display.</i>
<b>Displaying</b>	<i>Arborant, faisant voir la marque</i> (showing the mark); <i>produit sur lequel la marque est apposée, sur lequel la marque figure</i> (good to which the mark is affixed, on which the mark appears).
<b>Distinctiveness</b>	Caractère distinctif (fundamental legal notion of trademarks). <i>Non-distinctiveness</i> thus will be rendered by <i>absence de caractère distinctif</i> (and not by <i>caractère non distinctif</i> ).
<b>Divisional application</b>	<i>Demande divisionnaire</i> (art. 39 LMC, or TMA. Also see the practice entitled <i>Demandes divisionnaires en matière d’opposition / Divisional applications in opposition</i> , in Appendix 1 of this Policy).
<b>Domestic application</b>	<i>Demande domestique</i> (See the practice entitled <i>Opposition aux demandes prévues au Protocole et procédure de radiation prévue à l’article 45 à l’encontre d’enregistrements prévus au Protocole / Opposition to Protocol applications and section 45 cancellation proceedings against protocol registrations</i> in Appendix 1 of this Policy).
<b>During examination</b>	<i>Pendant l’examen.</i>

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<b>During prosecution</b>	<b>“Pendant l’instruction de la demande”</b> instead of <b>pendant le traitement de la demande</b> . Reference is made here to all the steps involved in the application for registration (including the opposition proceedings) and that lead to the registration of the mark (see the steps described on the CIPO website - Trademarks).
<b>Evidential/Evidentiary burden</b>	<i>Fardeau de preuve. (See: Legal burden).</i>
<b>Evidentiary overkill</b>	<i>Surabondance de preuves.</i>
<b>Evidentiary threshold/threshold</b>	<i>Niveau de preuve.</i>
<b>Examiner’s report</b>	<i>An examiner’s report was <u>issued</u> on...: L’examineur a <u>envoyé/produit</u> un rapport le...</i>
<b>Exhibit</b>	<i>Pièce.</i>
<b>Extension of time</b>	Out of a concern for consistency, preferably use <i>prolongation de délai</i> instead of <b>prorogation de délai</b> , even though this expression is correct.
<b>Extract of the database</b>	<i>Relevé de la base de données.</i>
<b>Fair reading</b>	<i>Interprétation raisonnable; lecture objective : <b>Veuve Clicquot Ponsardin c Boutiques Cliquot Ltée, 2006 CSC 23 au</b> para 27.</i>
<b>File wrapper</b>	<i>Dossier de la demande (d’enregistrement).</i>
<b>Filed /Filing</b>	<i>Produit / production (In particular see art. 30 LMC (s. 30 TMA)) (and not déposé or dépôt) (for the proceedings set out in the LMC/TMA).</i>
<b>Foreign registration</b>	<i>Enregistrement à l’étranger.</i>
<b>General class</b>	<i>Catégorie générale (art. 6, LMC, or TMA).</i>
<b>Goodwill</b>	<i>Achalandage : <b>Veuve Clicquot Ponsardin c Boutiques Cliquot Ltée, 2006 CSC 23 au</b> para 2.</i>
<b>Ground of opposition</b>	<i>Motif d’opposition.</i>
<b>Hearing officer</b>	<i>Agent d’audience (and not agent d’audition)</i>
<b>House mark</b>	<i>Marque maison.</i>
<b>I find</b>	<i>J’estime. This expression can also be translated, depending on the context, as “je suis d’avis” or “je suis convaincu(e)”. However, this last expression rather translates the expression “I am satisfied”.</i>

<b>Incidental</b>	<i>Accessoire.</i>
<b>Identifies himself</b>	When dealing with evidence by affidavit, it is written “ <b>Mr. XYZ identifies himself as ...</b> ”. It is suggested to translate this phrase as “ <b>M. XYZ atteste qu’il est le ...</b> ” or “ <b>M. XYX est ...</b> ”. Prefer consistency within the same decision, even if this results in repetitions.
<b>Imperfect recollection</b>	<i>Souvenir imparfait, vague souvenir : Veuve Clicquot Ponsardin c Boutiques Cliquot Ltée, 2006 CSC 23 aux para 4, 20.</i>
<b>In association with</b>	<i>En liaison avec</i> (instead of <i>en lien</i> , because this is the terminology used in the LMC/TMA)
<b>Initial evidentiary burden/ initial burden</b>	<i>Fardeau de preuve initial, fardeau initial</i> (note that “initial” goes with “fardeau” and not with “preuve”).
<b>International Bureau</b>	<i>Bureau international</i> (art. 96 RMC, or TMR).
<b>International registration</b>	<i>Enregistrement international</i> (art 96 RMC, or TMR).
<b>Judicial notice</b>	<i>Connaissance d’office.</i>
<b>Lack of</b>	<i>Lack of</i> (distinctiveness, evidence): <i>Absence de</i> (caractère distinctif, preuve) (and not <i>manque de</i> ).
<b>Legal burden/onus</b>	<i>Fardeau ultime; fardeau de persuasion.</i> (See: <i>Evidential burden</i> ).
<b>License agreement</b>	<i>Accord de licence or contrat de licence.</i>
<b>Licensed mark</b>	<i>Marque employée sous licence or marque faisant l’objet d’une licence</i> depending on the context
<b>Licensee</b>	<i>Licencié.</i>
<b>Licensor</b>	<i>Concédant de licence.</i>
<b>Likelihood of confusion</b>	<b><i>Probabilité de confusion</i></b> : <i>Veuve Clicquot Ponsardin c Boutiques Cliquot Ltée, 2006 CSC 23 au para 14 (and not risque de confusion). Do not confuse with “possibilité de confusion”.</i>
<b>Made known</b>	<b><i>Révélé</i></b> (instead of <i>rendu connu</i> , because this is the terminology used in the LMC/TMA)
<b>Madrid Protocol</b>	<b><i>Protocole de Madrid.</i></b>
<b>Manner of display</b>	<b><i>Depending on the context, reference generally will be made to the way the mark is apposée on the goods or</i></b>

**montrée in the performance of the services (art. 4 LMC/s. 4 TMA).**

<b>Material date/time</b>	<b>Date pertinente.</b>
<b>Negate the distinctiveness</b>	<b>Faire perdre à la marque son caractère distinctif.</b>
<b>Non-entitlement</b>	<b>Absence de droit à l'enregistrement.</b>
<b>Non-registrability</b>	<i>Non-enregistrabilité.</i>
<b>Non-use</b>	<i>Défaut d'emploi.</i>
<b>Normal course of trade</b>	<i>Pratique normale du commerce (art. 4 LMC, or TMA).</i>
<b>Official mark</b>	<i>Marque officielle (art. 9n) LMC, or TMA).</i>
<b>On the basis</b>	<b>Mark registered on the basis of use in Canada:</b> translate as " <b>marque enregistrée sur la base de l'emploi de la marque</b> " instead of as " <b>marque enregistrée en fonction de ...</b> ". In trademark law, the notion of "base" (basis) of registration is fundamental. It is therefore important to respect the terminology that allows it to be rendered properly.
<b>Onus</b>	<i>Fardeau de preuve.</i> Examples of useful terminology in matters of <b>fardeau de preuve</b> , although you must always rely on the original version to be translated. <b>The Applicant bears the legal onus of establishing, on a balance of probabilities, that its application complies with the requirements of the Act. There is, however, an initial burden on the Opponent to adduce sufficient admissible evidence from which it could reasonably be concluded that the facts to support each ground of opposition exists / It is the responsibility of the Opponent to ensure that each of its grounds of opposition is properly pleaded ... C'est à la Requérante qu'incombe le fardeau ultime de démontrer, selon la prépondérance des probabilités, que sa demande est conforme aux exigences de la Loi. Il incombe toutefois à l'Opposante de faire en sorte que chacun de ses motifs d'opposition soit dûment plaidé et de s'acquitter du fardeau de preuve initial en établissant les faits sur lesquels elle appuie ses motifs d'opposition...</b>
<b>Opposition record</b>	<i>Dossier d'opposition</i>
<b>Oral hearing</b>	<i>Audience plutôt que audition.</i>
<b>Ordinary commercial terms</b>	Statement in ordinary commercial terms: <i>état dressé dans les termes ordinaires du commerce</i> (art. 30(2)a) LMC).

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<b>Ordinary consumer somewhat in a hurry</b>	<i>Consommateur ordinaire plutôt pressé : Veuve Clicquot Ponsardin c <b>Boutiques Cliquot Ltée, 2006 CSC 23</b> au para 20.</i>
<b>Outcome (of the opposition)</b>	<b>Résultat.</b>
<b>Particulars</b>	<i>Détails.</i>
<b>Passing-off</b>	<i>Commercialisation trompeuse : <b>Mattel, Inc c 3894207 Canada Inc, 2006 CSC 22</b> au para 27; <b>Kirkbi AG c Gestions Ritvik Inc, 2005 CSC 302</b> au para 67.</i>
<b>Passing-off action</b>	<i>Action en commercialisation trompeuse.</i>
<b>Pending application</b>	<b>Demande en instance or pendante (and not en suspens).</b>
<b>Person entitled to registration</b>	<b>Personne ayant droit à l'enregistrement (art.38(2)c) LMC, or TMA).</b>
<b>Pleadings</b>	<i>Pleadings in the statement of opposition: <i>arguments exposés dans la déclaration d'opposition</i>, or <i>motifs</i>, depending on the context</i>
<b>Present opposition proceeding</b>	<i>Présente procédure d'opposition instead of <i>présente instance d'opposition</i>.</i>
<b>Priority</b>	<i>Priorité (art. 34 LMC, or TMA; art. 33 RMC, or TMR (art. 16 RMC (TMR) repealed).</i>
<b>Principle of comity of decision making</b>	<i>Principe de l'adhésion déférente à la décision rendue par un autre tribunal.</i>
<b>Prominently</b>	<i>Occupe une place importante; figure bien en vue, bien en évidence.</i>  <i>Prominently displayed: <i>affichée bien en vue : <b>Mattel, Inc c 3894207 Canada Inc, 2006 CSC 22</b> au para 11.</i></i>
<b>Proposed mark</b>	<b>Marque projetée (and not proposée). Note that this notion no longer exists in the new Act.</b>
<b>Proposed use</b>	<i>Application based upon proposed use of the mark: <i>demande fondée (or basée) sur l'emploi projeté de la marque</i> (inspired by the definition of "marque de commerce projetée", art. 2 LMC (TMA) former version). <b>Note that the notion of demande fondée (or basée) sur l'emploi projeté de la marque</b> no longer exists in the new Act.</i>
<b>Protocol application</b>	<i>Demande prévue au Protocole (art. 96 RMC).</i>
<b>Protocol registration</b>	<i>Enregistrement prévu au Protocole (art. 96 RMC, or TMR).</i>

<b>Recorded</b>	<i>Inscrit/porté</i> au registre (out of concern for uniformity, keep the same formulation throughout the text).
®	To be retained as is. Can also be translated by <i>MD</i> (in superscript and following directly after the mark - without a space).
<b>Registered owner</b>	<i>Propriétaire inscrit.</i>
<b>Registered trademark</b>	<i>Marque de commerce déposée.</i>
<b>Registered trademark agent</b>	<i>Agent de marque de commerce inscrit.</i>
<b>Registered goods</b>	<i>Produits visés par l'enregistrement.</i>
<b>Registrability</b>	<i>Enregistrabilité.</i>
<b>Registrable trademark</b>	<i>Marque de commerce enregistrable</i> (art. 12 LMC, or TMA).
<b>Registrant</b>	<i>Inscrivant</i> (art. 18 LMC, or TMA). (The one who paid the registration fee; original holder. This person is distinguished from the “ <i>registered owner</i> ” when there has been an assignment or change of title.)
<b>Registrar</b>	In the French version of the TMA, <i>registraire</i> is written with a lowercase initial r, while it is written with an uppercase initial R in English. Repeat the same method in the translation.
<b>Relevant period</b>	<i>Période pertinente.</i>
<b>Reply evidence</b>	<i>Contre-preuve</i> (art. 54 RMC, or TMR) (formerly <i>preuve en réponse</i> (art. 43 RMC (TMR) repealed).
<b>Requesting party</b>	<i>Partie requérante.</i>
<b>Rule 43 evidence</b>	<i>Preuve visée à l'article 43 du Règlement</i> (repealed); <i>Preuve soumise au titre de l'article 43 du Règlement</i> (abrogé). Note that this notion is not present in the new Regulations.
<b>Section 45 notice / Notice under s. 45</b>	<b>“Avis en vertu de l'article 45” or “prévu à l'article 45” in the practice template entitled <i>Pratique concernant la procédure de radiation prévue à l'article 45</i> / Practice in section 45 proceedings, <b>as the case may be</b></b>
<b>S. (mis pour section)</b>	<b>Art. (used for article ) (and not simply a.).</b>
<b>Show use</b>	<b>Démontrer l'emploi or établir l'emploi (and not prouver l'emploi).</b>
<b>Shown below</b>	<b>Reproduit(e) ci-dessous (and not illustré(e) or montré(e)).</b>

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<b>Since at least/ as early as</b>	<i>Depuis au moins; depuis aussi tôt que.</i> If the English version uses <i>since at least as early as</i> , it is appropriate to translate it as <i>depuis au moins aussi tôt que</i> , even though this is a pleonasm. The author of the decision must use the terminology found in the application for registration.
<b>Source identifier</b>	<i>Indicateur de provenance, indicateur de source.</i>
<b>Special circumstances</b>	<i>Circonstances spéciales</i> ((this being the terminology used in art. 45(3) LMC/s. 45(3) TMA (and not <i>circonstances particulières</i> )).
<b>Specimen</b>	<i>Échantillon, spécimen.</i>
<b>Split decision</b>	<i>Décision partagée.</i>
<b>Stare decisis</b>	La règle de l'autorité du précédent or du <i>stare decisis</i> .
<b>State of the marketplace evidence</b>	<i>Preuve de l'état du marché.</i>
<b>State of the register evidence</b>	<i>Preuve de l'état du registre.</i>
<b>State of the register search</b>	Mr. X provides the results of the state of the register search: <i>M. X a fourni les résultats de la recherche qu'il a effectuée dans le registre.</i>
<b>Statement of goods/services</b>	<i>État déclaratif des produits, services</i> (art. 41 LMC, or TMA; art. 60 RMC, or TMA (31 and 32 RMC (TMA) repealed)).
<b>Submissions</b>	<i>Observations.</i>
<b>Supra</b>	<i>Supra, précité.</i>
<b>Sworn on</b>	<i>Assermenté le...</i> (agreeing in gender and number depending on the deponent(s) or <i>souscrit le...</i> (agreeing with the number of affidavits).
<b>Test for confusion</b>	<b><i>Test en matière de confusion</i></b> instead of <b><i>critère relatif à la confusion</i></b> (attested by the SCC in <i>Mattel, Inc v 3894207 Canada Inc</i> , 2006 SCC 22). The term <i>critère</i> is used to refer to the consideration factors in section 6(5) LMC/TMA: all of these criteria together constitute the test to be applied to determine if there is confusion.  The members of the Opposition Board apply the test to decide if it is appropriate to accept the ground of opposition raised and to rule in their favour.
<b>T.M.O.B. / TMOB</b>	<i>C.O.M.C. / COMC.</i>
<b>Trademark searcher</b>	<i>Recherchiste en marques de commerce .</i>

<b>Truth of their content</b>	<b><i>Véracité de leur contenu.</i></b>
<b>Unaware purchaser</b>	<i>Consommateur non averti.</i>
<b>Use as a trademark</b>	<i>Emploi à titre de marque de commerce.</i>
<b>Word mark</b>	<i>Marque nominale, marque verbale (more common) Mot(s) servant de marque (art. 27(2) LMC, or TMA).</i>
<b>Word element</b>	<i>Élément nominal, élément constitué du mot.</i>
<b>Written argument</b>	According to the former Regulations, this notion instead was translated by “ <i>plaidoyer écrit</i> ”. Note that the notions of <i>plaidoyer écrit / written argument</i> were replaced in the new TMA by <i>observations écrites / written representations</i> .
<b><i>Written representations</i></b>	<b><i>In the former version of the act, this notion translated into “représentations écrites” and applied exclusively under section 45 TMA proceedings.</i></b>  <b><i>In the new Act, written representations translates as observations écrites, and applies both to opposition proceedings and to section 45 notices.</i></b>

## VI. APPENDICES

### 1. New TMOB Trademark practice notices

**a. Pratique concernant la procédure d'opposition en matière de marque de commerce / Practice in trademark opposition proceedings**

Lien : <http://www.ic.gc.ca/eic/site/cipointernet-internetopic.nsf/fra/wr04573.html>

**b. Pratique concernant la procédure de radiation prévue à l'article 45 / Practice in section 45 proceedings**

Lien : <http://www.ic.gc.ca/eic/site/cipointernet-internetopic.nsf/fra/wr04572.html>

**c. Opposition aux demandes prévues au Protocole et procédure de radiation prévue à l'article 45 à l'encontre d'enregistrements prévus au Protocole / Opposition to Protocol applications and section 45 cancellation proceedings against protocol registrations**

Lien : <http://www.ic.gc.ca/eic/site/cipointernet-internetopic.nsf/fra/wr04570.html>

**d. Demandes divisionnaires en matière d'opposition / Divisional applications in opposition**

Lien : <http://www.ic.gc.ca/eic/site/cipointernet-internetopic.nsf/fra/wr04569.html>

**e. La preuve électronique dans les procédures d'opposition et les procédures de radiation en vertu de l'article 45 / Electronic evidence in opposition and section 45 proceedings**

Lien : <http://www.ic.gc.ca/eic/site/cipointernet-internetopic.nsf/fra/wr04593.html>

**f. Énoncé de pratique concernant la procédure d'opposition en vertu de l'article 11.13 de la *Loi sur les marques de commerce* / Practice in objection proceedings under section 11.13 of the *Trademarks Act***

Lien : <http://www.ic.gc.ca/eic/site/cipointernet-internetopic.nsf/fra/wr04631.html>

**g. Énoncé de pratique sur la modification et la suppression des revendications d'emploi, d'emploi projeté, et d'emploi et d'enregistrement à l'étranger / Practice notice on amendment and deletion of use, proposed use and use and registration abroad claims**

Lien : <http://www.ic.gc.ca/eic/site/cipointernet-internetopic.nsf/fra/wr04625.html>

### 2. Published decisions of the TMOB

*Decisions in French:*

- [http://www.ic.gc.ca/eic/site/cipointernet-internetopic.nsf/fra/wr02409.html?Open&wt\\_src=cipo-tm-main](http://www.ic.gc.ca/eic/site/cipointernet-internetopic.nsf/fra/wr02409.html?Open&wt_src=cipo-tm-main)
- <https://www.canlii.org/fr/ca/comc/>

Solicitation No. - N° de l'invitation  
U8000-186943/A  
Client Ref. No. - N° de réf. du client  
U8000-186943

Amd. No. - N° de la modif.  
File No. - N° du dossier  
519zfU8000-186943

Buyer ID - Id de l'acheteur  
519zf  
CCC No./N° CCC - FMS No./N° VME

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*Decisions in English:*

- <http://www.ic.gc.ca/eic/site/cipointernet-internetopic.nsf/eng/wr02409.html>
- <https://www.canlii.org/en/ca/tmob/>