

**BID SOLICITATION
REQUEST FOR PROPOSAL
INTERNAL AUDIT**

TFC-037-23092020

SEPTEMBER 2020

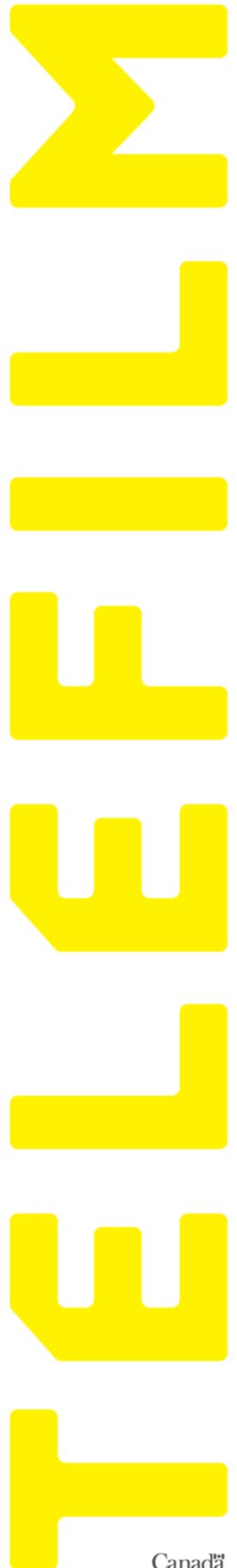


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1. GENERAL INFORMATION

1.1 Confidentiality

This document contains confidential information belonging to Telefilm Canada (“**Telefilm**” or the “**Corporation**”), which is provided solely to enable bidders to evaluate the bid solicitation. In obtaining this document and having knowledge of its content, the recipient agrees to keep the information contained herein confidential and not to reproduce or otherwise disclose it to anyone other than the persons directly responsible for evaluating the content of the bid solicitation, unless otherwise explicitly authorized by Telefilm. Furthermore, bidders acknowledge that Telefilm is a Crown corporation subject to the *Access to Information Act* and the *Privacy Act*.

Telefilm reserves the right to request that this document and any other confidential information provided to bidders in the course of this bid solicitation process be destroyed once a bidder has completed the evaluation. Telefilm further reserves the right to ask bidders to confirm such destruction.

1.2 Security requirements

The successful bidder will need to have obtained any security screening or clearance that may be requested by Telefilm. This includes but is not limited to security screenings for the proposed lead partner and other core resources. Bidders should indicate, in their bid submission, any security assessment that is readily available for the proposed resources.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to Telefilm within 15 business days from receipt of the results of the bid solicitation process.

1.4 Ownership of proposal

This bid solicitation and the documents related thereto shall remain the sole property of Telefilm and will not be returned to the bidder.

1.5 Responsibility and costs incurred by bidders

All costs, charges, expenses, etc., direct and indirect, incurred and/or paid by the bidders in order to participate in this bid solicitation shall be the sole responsibility of the bidders.

1.6 Withdrawal of a bid

Bidders may withdraw their bid by email at any time prior to the time and deadline set forth for the receipt of bids. Such withdrawal shall not affect a bidder’s ability to submit a new bid within the prescribed bid period.

1.7 Modification of bid solicitation

Telefilm reserves the right to amend or otherwise modify, clarify or correct this bid solicitation, in whole or in part, at any time following the opening date of the bid solicitation. These amendments or modifications may include, among other things, clarifications made following a request for information from one of the bidders involved in the process.

Bidders will be notified of any amendment or modification by way of an addendum, which will be annexed to the bid solicitation and form an integral part thereof.

1.8 Validity of bids

Bids submitted must remain valid for a period of 120 days after the date and time of the deadline set forth for the receipt of bids.

1.9 Summary of the statement of work

Telefilm wishes to retain the services of a national internal audit consulting firm to carry out the internal audit function for the organization. The Corporation expects the following deliverables to be executed in compliance with all industry and professional standards:

- prepare a multi-year audit plan and its annual update;
- perform the related audit mandates, as well as any other unplanned additional mandate;
- present audit results and attend Audit and Finance Committee meetings and/or any other committee of the Board; and
- upon specific request, be available to support and counsel any relevant committee of the Board, Board members and Telefilm’s department managers in carrying out their duties and/or various initiatives and projects.

The detailed statement of work is presented in [Appendix A](#). The mandate shall be granted for a period of three-year-and-three-month, starting on January 1, 2021, with possible extensions (see section 6.1).

1.10 Legal framework

Telefilm is a Crown corporation subject to the *Telefilm Canada Act*, as well as to certain provisions found in Part X of the *Financial Administration Act* (the “**FAA**”) and in Part VIII of the *Financial Administration Act* (chapter F-10 of the Revised Statutes of Canada, 1970, as it read immediately before September 1, 1984). Under section 131 of the FAA, Telefilm must keep books of account and records, and maintain financial and management control, information systems and management practices.

To this end, Telefilm must ensure that its books, records, systems and practices are kept and maintained in such manner as will provide reasonable assurance that:

- its assets are safeguarded and controlled;
- its transactions are in accordance with the relevant provisions of the FAA and its regulations, its act of incorporation and its by-laws, and that they comply with any instructions it was given; and
- its financial, human and physical resources are managed economically and efficiently, and that its operations are carried out effectively.

Telefilm performs internal audits of its operations in order to ensure that the aforementioned considerations are in compliance with the applicable legal framework.

Furthermore, in accordance with the *Telefilm Canada Act*, the Auditor General of Canada examines Telefilm’s accounts and financial transactions, and produces a report, as part of its annual audit of Telefilm. To this end, the Auditor General of Canada may rely, to the extent they consider practicable, on any internal audit. In addition, the Office of the Auditor General of Canada carries out a Special Examination at least once every 10 years. Such Special Examination was last conducted during Telefilm’s fiscal year 2019-2020.

Lastly, Telefilm has defined the oversight of the internal audit services in the charter of its Audit and Finance Committee (the “**AFC**”).

2. BIDDER INSTRUCTIONS

2.1 Standard instructions, clauses and conditions

Bidders that 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.

2.2 Notice of intent to respond

All bidders may notify Telefilm by email at appel4@telefilm.ca of their intent to respond to the bid solicitation. The notice of intent to respond should include the following information:

- Intent to respond (yes or no)
- Company name
- Name of contact person
- Telephone number of contact person
- Email address of contact person

2.3 Point of contact

Each bidder should appoint a person who will be the sole point of contact during the entire bid solicitation process. All communications from Telefilm will be sent to this person.

2.4 Enquiries - bid solicitation

All enquiries must be submitted by email to appel4@telefilm.ca 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 to enable Telefilm to provide an accurate answer. Telefilm may edit the question(s) or may request that the bidder do so, so that the proprietary nature of the enquiry is eliminated and the question(s) and answer(s) can be shared with all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Telefilm.

2.5 Submission of bids and awarding of contract

Bidders must prepare a single bid in compliance with the requirements of this bid solicitation. Bidders must submit their bid by email to appel4@telefilm.ca with clear indication in the subject as follows: BID SOLICITATION INTERNAL AUDIT. Assuming that normal conditions prevail, Telefilm expects to select and award the contract in December 2020 in order to have the provider of services ready to work in January 2021.

2.6 Applicable laws

See contract clauses at section 6.11.7.

2.7 Bid challenge and recourse mechanisms

Mechanisms are available to potential bidders to challenge aspects of the procurement process up to and including contract award. Telefilm encourages bidders to first bring their concerns to the attention of the resource persons listed under section 2.8 below. Should bidders continue to be dissatisfied with a decision, they may appeal to Telefilm's Appeal Committee in writing within 10 business days of the date of receipt of the decision at issue.

2.8 Resource persons

Evelyne Latour
Executive Administrative Assistant

Patrick Bédard
Director of Finance

360 Saint-Jacques Street, Suite #600
Montréal, QC H2Y 1P5 (Mailroom is temporarily closed due to Covid-19)
Email: appel4@telefilm.ca

3. BID PREPARATION INSTRUCTIONS

All information related to the bid may be written in either of Canada's official languages.

All information related to the bid should be readily printable in 8.5 x 11-inch format.

3.1 Section I: Technical bid

Bidders should provide the following information, as applicable, for each of the deliverables and duties listed as items 1 to 9 below:

- Planned approach, methodology (templates) and process
- Templates and sample reports or relevant information
- Project plan highlighting major phase or activities and containing:
 - **Resources:** Proposed available skilled resource: Type and level of resources with their professional qualifications/designations;
 - **Hours:** Estimated number of hours per type and level of resource required (lead partner should be clearly identified);
 - **Hourly rates:** Hourly rates per type and level of resource (no additional percentage-based fees allowed; rates should cover all related costs, such as administration, technology, out-of-pocket);
 - **Translation fees:** Translation fees should be identified separately (all audit reports and other documents must be delivered in both official languages);
 - **Travel expenses:** Anticipated travel expenses, if required (to be approved and reimbursed in accordance with policies and procedures in force at Telefilm);
 - **Total cost:** Total estimated cost for each item;
 - **Telefilm resource time:** Estimated Telefilm resource time required to deliver each item;
 - Bidders should provide a synthesis of the above information in the [Data Resources Time Allocation Costs \(.xlsx\)](#) file.

Deliverables and duties

1. Initial **three-year-and-three-month audit plan**;
2. A **typical internal audit mandate** (average or medium complexity; covering governance, risk management, compliance, management controls, operational and value-for-money audits, IT and HR management);
3. Timely **follow-up on delivery of the audit plan**;
4. **Follow-up on recommendations from previous audits** (indicating suggested frequency);
5. **Yearly update of audit plan**;
6. **AFC preparation and attendance:** Estimated fees (time and resources) to prepare for and attend an AFC meeting;
7. **Miscellaneous:** Estimated fees (time and resources) for related work (conference calls, meetings and other follow-up on questions arising during the term of the mandate).

In addition to the above standard deliverables and duties stemming from an internal audit function, Telefilm is requesting the same level of information for two mandates and remind bidders they can ask questions (see section 2.4 Enquiries - Bid Solicitation) for greater accuracy of their bid:

8. **Risk appetite and tolerance level mandate**; and
9. **IT general controls (ITGC)** (and related policies) review and tests mandate (audit mandate on existence and effectiveness).

Resources

Bidders should submit the resumes (CVs) of the proposed core resources. Bidders should also complete the *Data Resources Time Allocation Costs (.xlsx)* file indicating the number of years of experience in role, total experience in internal audit, qualifications, security level, year or experience with ITSG-33 and in cloud environment for each type and level of resource.

Resources			Evaluation of experience, qualifications , security level, IT requirements					
Type / Role	Name	Office	Experience in role (years)	Experience in internal audit (years)	Qualifications/ Design.	Security level	Experience with ITSG-33 (years)	Experience in cloud environment (years)
Lead Partner - Internal Audit	XYZ	Montreal						
Director	ZYX	Ottawa						

Bidders should identify which resources are associated with their Montréal office.

Appropriate resources must be available to carry out the mandates determined for the first term of the audit plan. In the event that a resource leaves the firm, the firm must propose an equivalent resource, as further explained under section 6.10 below. In the course of the contract, when specific expertise is required or if the proposed resources are not to Telefilm's satisfaction, Telefilm may require that another service provider be used for that mandate, in which case, the service agreement will be modified accordingly.

Bilingual capacity of the proposed resource

Telefilm requires that the proposed core resources must be fluent in both English and French (reading comprehension, written expression and oral interaction). The bidder should identify in its bid the name of the proposed resource who meets this requirement. The language levels are not assessed by Telefilm; however, Bidders should complete and submit the *Data Resources Time Allocation Costs (.xlsx)* file showcasing the language skills levels of the proposed resources that are meeting this requirement and that are able to provide the services described in the Statement of Work (see Appendix A) fluently in French and English.

Resources			Bilingual capacity of the proposed resource			
Type / Role	Name	Office	Language	Reading comprehension	Written expression	Oral interaction
Lead Partner - Internal Audit	XYZ	Montreal	French	E: Exemption – Judged fully bilingual	B: Functional level	B: Functional level
Director	ZYX	Ottawa	English	B: Functional level	C: Advanced level	A: Basic level

Mandates

Bidders must be available and commit to execute and deliver prior to March 31, 2021:

- the initial three-year-and-three-month audit plan; and
- the risk appetite and tolerance level mandate.

Bidders should demonstrate their capacity to work remotely and/or on-site (principally at Telefilm's head office in Montréal). Some mandates may require a presence at one or more regional offices.

Bidders should present their firm in an appendix, including information on their services and areas of expertise.

3.2 Section II: Financial bid with detailed cost structure

In addition to the estimated pricing established in the technical cost section, a detailed cost structure is required.

Hourly rates per fiscal year: In relation to the above-listed mandates, deliverables and duties, bidders should provide, in the *Data Resources Time Allocation Costs (.xlsx)* file, the hourly rate structure for each type and level of resource to be charged for each fiscal year from January 1, 2021, to March 31, 2028.

Resources			Per fiscal year: Hourly rates and other fees applicable to the Initial Term and any Renewal Term (\$/Hr)							
Type / Role	Name	Office	2020/2021	2021/2022	2022/2023	2023/2024	2024/2025	2025/2026	2026/2027	2027/2028
Lead Partner - Internal Audit	XYZ	Montreal								
Director	ZYX	Ottawa								

4. EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation procedures

Bids will be assessed in accordance with the requirements of this bid solicitation, including the technical and financial evaluation criteria detailed below.

A selection committee composed of Telefilm representatives will evaluate the bids.

4.2 Mandatory technical criteria (experiences and mandates¹)

- 1) **National firm** must have places of business located at least in the following cities: Toronto, Ottawa and Montréal;
 - a. Bidders must provide business location and information about their internal audit workforce (number of employees)
- 2) **Capacity to work remotely** and/or on-site (principally at Telefilm's head office in Montréal);
 - a. Bidders must provide methodology used (such as processes and technology) when working remotely
 - b. Bidders must indicate two clients as references
- 3) **Experience in internal audit function**, governance, risk management, compliance, management controls, operational and value-for-money audits, IT (particularly in a cloud environment) and HR management. (Over the last 5 years)
 - a. Bidders must provide up to two examples of a complete outsourcing of an internal audit function;
 - b. Bidders must provide up to two examples of experience and/or expertise in information technology mandates:
 - In the application of the federal government guidelines: Information Technology Security Guidance (ITSG-33);
 - In a cloud environment.
- 4) **Experience with government** and public service (federal government, Crown corporations, agencies or equivalent). (Over the last five 5 years)
 - a. Bidders must provide general information on the type of mandate performed for up to two federal government clients (or within the federal government perimeter).
- 5) **Diversity and inclusion:** Telefilm is committed to an industry that reflects a culture of mutual respect, dignity and inclusivity and expects that bidders embrace these values.
 - a. Bidders must provide information about their commitments toward diversity and inclusion.

¹ Same experiences and mandates can be used in section 4.3 Point-rated technical criteria.

4.3 Point-rated technical criteria

Telefilm is seeking a national firm that can provide and pool the best resources from across its offices:

- 1) **Experience in federal government:** Departments, Crown corporations, departmental agencies, cultural organizations and public funding programs (grants and contributions);
 - a. Provide up to four different examples of audit mandate performed over the last 5 to 7 years
- 2) **Experience and expertise in media and entertainment industry (or equivalent):** Preferably audiovisual industry;
 - a. Provide up to four examples of convergence with Telefilm's activities: experience, methodology, mandates, analysis and studies, centre of excellence, that could benefit our organization, performed over the last 5 to 7 years.
- 3) **Methodology:** Clarity and completeness of the proposed approach, methodologies and process, and assessment and appreciation of templates and samples.
 - a. Provide the above-mentioned information for each of the following mandates and deliverables:
 - Multi-year audit plan and yearly update of the audit plan;
 - Typical internal audit mandate (medium complexity)
 - Follow-up on delivery of the audit plan;
 - Follow-up on recommendations from previous audits (indicate frequency);
 - IT general controls (ITGC) audit mandate;
 - Risk appetite and tolerance level mandate.
- 4) **Experience in internal audit:** Bidders should demonstrate their experience through previous mandates performed by the proposed resources in delivering similar mandates, deliverables and duties:
 - a. Provide up to two examples performed over the last 5 to 7 years of mandates and duties performed for each of the following:
 - Preparation and delivery of an audit plan (or equivalent)
 - Attendance at AFC meeting (or equivalent)
 - IT general controls (ITGC) mandate (or equivalent)
 - IT security and risks (cybersecurity) mandate (or equivalent)
 - Compliance with policies and procedures mandate (or equivalent)
 - Risk appetite and tolerance level mandate (or equivalent);
 - Value-for-money audit (or equivalent)
 - b. Provide three references with respect to the above mandates. At least one of the references should be a federal government organization (department, Crown corporation, departmental agency).
- 5) **Time allocation:** Assessment of the high-level project plan provided showcasing the allocation of time (%) for each resource for each mandate, deliverables and duties along with financial information required for the Point-rated financial evaluation:
 - Type and level of resources
 - Estimated number of hours per resource
 - Hourly rates per resource
 - Expected translation fees
 - Anticipated travel expenses (if required)
 - Total estimated cost for each mandate and grand total
 - Expected Telefilm resource time required to deliver each item

Mandates, deliverables and duties

1. Three-year-and-three-month audit plan;
2. Typical internal audit mandate (medium complexity);
3. Timely follow-up on delivery of the audit plan;
4. Follow-up on recommendations from previous audits (indicating suggested frequency);
5. Yearly update of audit plan;
6. AFC preparation and attendance for six meetings;
7. Miscellaneous: Estimated fees (time and resources) for related work (conference calls, meetings and other follow-up on questions arising during a fiscal year);
8. Risk appetite and tolerance level mandate;
9. IT general controls (ITGC) (audit mandate on existence and effectiveness).

6) Evaluation of experience and qualifications of proposed resources

Bidders should provide relevant experienced and qualified resources for the purpose of the mandate and the work to be performed:

Bidders should provide the completed *Data Resources Time Allocation Costs (.xlsx)* file along with resumés (CVs) of proposed resources.

Resource evaluation for internal audit plan and audit mandates:

<u>Type/Role</u>	<u>Audit experience in role (Expectation)</u>
Lead Partner	8 years out of 13 years in internal audit
Director	6 years out of 10 years in internal audit
Project Manager (or equivalent)	4 years out of 7 years in internal audit
Senior Auditor	4 years out of 6 years in internal audit
Auditor	2 years in internal audit

The following professional qualifications/designations (or equivalent) will be valued and assessed per resource: Chartered Professional Accountant (CPA), (CA), (CMA), (CGA), Certified Internal Auditor (CIA), Certified Government Auditing Professional (CGAP) and Certification in Risk Management Assurance (CRMA), among others.

Resource evaluation for audit mandates related to information technology and systems audits:

These mandates concern but are not limited to: Information technology security, IT business continuity planning/preparedness, information management policy compliance, IT service management, governance processes related to information technology, IT configuration management and change control and internal control on financial systems.

<u>Type/Role</u>	<u>Audit experience in role* (Expectation)</u>
IT Principal Partner	8 years in IT out of 13 years in internal audit
IT Director	6 years in IT out of 10 years in internal audit
IT Project Manager (or equivalent)	6 years in IT out of 10 years in internal audit
IT Senior Auditor	5 years in IT out of 10 years in internal audit

*Through resumés (CVs), IT core resources need to demonstrate their experiences:

- have at least 5 years of experience in IT cloud environment;
- have experience in the application of federal government guidelines: Information Technology Security Guidance (ITSG-33);
- have specific IT assignment in delivering four mandates within 12 to 24 months.

The following professional qualifications/designations (or equivalent) will be valued and assessed per resource: Certified Information Security Officer (CCISO), Certified Information Systems Auditor (CISA), or equivalent, Chartered Professional Accountant

(CPA), (CA), (CMA), (CGA), Certified Internal Auditor (CIA), Certified Government Auditing Professional (CGAP), among others.

Security screening: Any available information with respect to levels of personnel security screening will be considered in this section.

- Provide any security level in the [Data Resources Time Allocation Costs \(.xlsx\)](#) file.

Private sector such as financial institutions: Any relevant information or experiences will be considered in this section.

- 7) **Overall quality:** Understanding of the mandate, completeness, quality of comments and of the bid presentation.
- 8) **Interviews with firms:** Individual meetings with shortlisted bidders. Following the identification of shortlisted bidders, Telefilm will invite them to present their proposals either virtually or in person. The proposed lead partner for the mandate should be accompanied by the IT principal partner/director and one of the core proposed resources.

4.4 Point-rated financial evaluation

Telefilm intends to get the best value and best results for its investment:

Telefilm will consider the total estimated cost for each mandate and grand total (see above, section 4.3 item 5) Time allocation) presented in the project plan and the detailed cost structure (see 3.2 Section II: Financial bid with detailed cost structure).

4.5 Basis of selection

The contract will be awarded to the bidder having the best value:

- Point-rated technical criteria 70%
- Point-rated financial evaluation 30%
- 100%

Bidders should have demonstrated a thorough understanding of the bid solicitation and their capacity to carry out the work in accordance with all professional standards.

5. CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the following authorization and additional information:

- a signature authorization letter indicating that the appointed representative is authorized to sign on behalf of the firm and thus to bid on its behalf; and
- the firm's most recent financial statements.

Information provided to Telefilm by bidders is subject to verification by Telefilm at all times. Unless otherwise specified, Telefilm will declare a bid non-responsive or will declare a bidder 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.

Telefilm will have the right to ask for additional information to verify a bidder's information. Failure to comply and to cooperate with any request or requirement imposed by Telefilm will render the bid non-responsive.

The firm, lead partner and proposed resources must not be in conflict of interest with Telefilm.

5.1 Rights reserved

Telefilm reserves the right to:

- make changes to the bid solicitation document, in compliance with section 1.7 hereof;
- accept none of the bidders received, without justification or obligation to the other bidders;
- choose bidders it believes to be qualified to submit a competitive bid, negotiate with them and conclude negotiations without incurring liability;
- enter into negotiations with bidders on any or all aspects of their bids;
- seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
- withhold information related to the final selection process;
- contact any or all references supplied by bidders to verify and validate any information submitted by them;
- conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;
- verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
- interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation;
- cancel the bid solicitation at any time;
- reissue the bid solicitation.

6. RESULTING CONTRACT CLAUSES

6.1 Contract clauses and conditions

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

6.2 Services Supplied

6.2.1 Services. The Contractor agrees to supply and diligently perform for Telefilm, in compliance with all professional and industry standards and to Telefilm's satisfaction, internal audit services, as more fully described in Schedule A (the "**Services**") for the duration of and under the terms set forth in this agreement (the "**Agreement**"). The fact that the Services are rendered by "*Lead partner and proposed resources*" is an essential consideration of this Agreement. "*Lead partner and proposed resources*" may not be replaced by another person during the entire term of the Agreement, unless in accordance with section 6.10 of the Agreement. Any proposed replacement shall be subject to Telefilm's consent, which may be reasonably withheld.

6.2.2 Deliverables and duties. As part of the Services, the Contractor agrees to provide Telefilm with the following deliverables and duties:

Deliverables and duties	Fiscal Year			
	2020/2021	2021/2022	2022/2023	2023/2024
<i>Prepare a multi-year audit plan - by March 31, 2021</i>	✓			
<i>Update the Multi-year audit plan - by January 31 of each fiscal year</i>		✓	✓	✓
<i>Execute the planned audit mandates - TBD XXX by QX - TBD XXX by QY</i>	✓	✓	✓	✓
<i>Lead partner to (i) attend AFC meetings, (ii) provide update on audit reports, and (iii) present audit reports</i>	✓	✓	✓	✓
<i>Support Board members and management on other specific requests and/or mandates</i>	Upon request	Upon request	Upon request	Upon request

All deliverables and duties shall be performed by the resources as detailed in the bid submitted to Telefilm.

Any documentation to be submitted to the Board of directors and/or its committees must be sent to the Corporate Secretariat, in a timely manner and in the format required by Telefilm, in both official languages.

At least two (2) months before each fiscal year, the Contractor shall provide Telefilm for its review and approval the information required under [Schedule A](#) and [Schedule B](#) of this Agreement.

At least one (1) month before any work is launched or accomplished with respect to each deliverable and duty listed under [Schedule A](#), the Contractor agrees to provide Telefilm, for each such deliverable and duty, with a document detailing the Contractor's proposed approach, methodology and process, along with the proposed resources and timeline, for Telefilm's approval. The Contractor agrees to remedy any changes requested by Telefilm.

6.3 Term of mandate, option to extend and termination

6.3.1 Term. Subject to section 6.3.2 hereof, this Agreement takes effect on January 1, 2021 and ends on March 31, 2024 (the "**Initial Term**").

Telefilm may renew this Agreement for up to two (2) additional periods of two (2) years (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"), in its sole discretion, by providing the Contractor written notice of its intent to renew at least three (3) months prior to the end of the then-current term. If the Term is renewed for any Renewal Term(s) pursuant to this section 6.3.1,

the terms and conditions of this Agreement during each such Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal, unless the parties agree otherwise.

	<u>Fiscal Year</u>	<u>Months</u>
	Initial Term:	
Core mandate	Fiscal 2020-2021	3 (starting January 1)
	Fiscal 2021-2022	12 (starting April 1)
	Fiscal 2022-2023	12
	Fiscal 2023-2024	12
	Renewal Term (if applicable):	
Extension 1 (if applicable)	Fiscal 2024-2025	12
	Fiscal 2025-2026	12
Extension 2 (if applicable)	Fiscal 2026-2027	12
	Fiscal 2027-2028	12

6.3.2 Termination. Notwithstanding section 6.3.1 hereof and in addition to any other termination rights hereto, Telefilm may terminate the Agreement:

- a) if the Contractor fails to remedy a breach of any of its contractual obligations under the Agreement or under any other agreement with Telefilm, including the unauthorized assignment of the Agreement, within five (5) days of receipt of written notice to this effect from Telefilm;
- b) without notice or delay, if the Contractor becomes insolvent or bankrupt, or reorganizes its business within the meaning of the *Bankruptcy and Insolvency Act* (Canada), or if it takes steps or steps are taken against it for its winding-up or dissolution, or if a receiver or trustee is appointed for the Contractor's property;
- c) without notice or delay, in the case of fraud, wilful misrepresentation or gross negligence by the Contractor; or
- d) without notice or delay, if Telefilm becomes subject to a merger, amalgamation or dissolution, or otherwise ceases to exist for any given reason.

If Telefilm terminates the Agreement pursuant to paragraphs a), b) or c) above, the Contractor will be liable to Telefilm for all losses and damages suffered by Telefilm because of the default or occurrence upon which the termination was based, including any increase in the cost incurred by Telefilm in procuring the Services from another source.

In addition to the above, Telefilm may, by giving thirty (30) days written notice to the Contractor, terminate the Agreement or part of the Agreement. Once such a notice of termination is given, the Contractor must comply with the requirements of the termination notice. If the Agreement is terminated in part only, the Contractor must proceed to complete any part of the Services that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.

In any case of termination, Telefilm's obligations and responsibilities to the Contractor shall be limited to the amount owed to the Contractor as at the effective date of the termination, without other compensation.

The Contractor will have no claim for damages, compensation, loss of profit, interest or allowance arising out of any termination notice given by Telefilm under this section. The Contractor agrees to repay immediately to Telefilm the portion of any advance payment that is unliquidated at the date of the termination.

6.4 Cost of the Services

- 6.4.1 Consideration.** In consideration of the Services rendered, Telefilm agrees to pay to the Contractor a maximum aggregate amount of “insert amount”, plus all applicable taxes, the exact amount of which shall be determined in accordance with this section 6.4 and [SCHEDULE B](#) hereto. Each payment shall be payable by Telefilm within 30 days of receipt of a detailed invoice to this effect.
- 6.4.2 Expenses.** Telefilm agrees to pay the reasonable and admissible portion of expenses incurred by the Contractor for travel undertaken at Telefilm’s request. The expenses shall be reimbursed on the basis of the policies and procedures in force at Telefilm. The Contractor must provide Telefilm with a copy of the bills for expenses for which reimbursement is claimed. All travel fees need Telefilm’s prior travel authorization.
- 6.4.3 Payment by direct deposit.** The Contractor authorizes Telefilm to make all payments due under this Agreement by way of direct deposit into the Contractor’s bank account as specified in [SCHEDULE C](#) hereto and acknowledges being solely responsible for the accuracy of the banking information provided to Telefilm. The Contractor guarantees being the beneficiary of the bank account specified in [SCHEDULE C](#) and undertakes to inform Telefilm as soon as possible in writing of any changes to this banking information. Telefilm shall incur no liability for any delay, inconvenience, expense or other loss arising as a result of incomplete or incorrect information provided by the Contractor. A notice will be sent by Telefilm to the following email address to confirm that the transaction has been processed: [insert Contractor email address].
- 6.4.4 No benefits.** The Contractor, its employees, agents, representatives and mandataries may not claim or require from Telefilm any benefit, including but not limited to: vacation pay, sick leave, maternity/paternity leave, insurance and invalidity plans, pensions, health care, dental care or any other benefit available to Telefilm employees.
- 6.4.5 Annual budget.** The annual budget envelope and its allocation to each mandate, as shown under [TABLE B-1](#) of [SCHEDULE B](#), shall be determined by the parties prior to each fiscal year.

6.5 Representations and warranties

The Contractor represents and warrants the following:

- 6.5.1** It is a duly incorporated company existing under its act of incorporation.
- 6.5.2** It is in compliance with all applicable laws governing its existence.
- 6.5.3** It has the requisite authority and capacity, and has been duly authorized, to sign the Agreement.
- 6.5.4** The signature of the Agreement and the performance of the related obligations do not violate the Contractor’s statutes, its regulations or any act, contract or agreement by which it is bound.
- 6.5.5** It is in accordance and in compliance with, and agrees to respect, all laws, regulations, ordinances, decrees or other binding statutory instruments affecting or governing the Contractor and the Services, and agrees moreover to respect all Telefilm policies, guidelines, rules and internal procedures.

More specifically, the Contractor working on Telefilm premises agrees to comply with the Occupational Health and Safety Policy and health and safety rules in the Contractor’s dealings with Telefilm but in doing so it shall not be entitled to the benefits and compensation set out in said policy, which are reserved exclusively for Telefilm employees.

The Contractor working on Telefilm premises also agrees to comply with the *policy on respect in the workplace: preventing and settling harassment and violence*. Telefilm shall be entitled to terminate the Agreement if, in Telefilm’s opinion, the Contractor’s behaviour constitutes harassment within the meaning of the policy.

- 6.5.6** It has the necessary qualifications, expertise, experience, resources and material required to provide the Services consistent with the terms and conditions of the Agreement;
- 6.5.7** It holds all necessary permits, licences and authorizations to provide the Services, as applicable; and

6.5.8 It is in good standing with all regulatory bodies in its field.

6.6 Indemnification

6.6.1 The Contractor assumes all risks and responsibilities involved in performing the Services, including responsibility for the acts and omissions of persons in its employ, and it must take all measures necessary to avoid causing any damage to Telefilm or to third parties. To this end, the Contractor agrees to indemnify and hold harmless Telefilm from and against all claims, demands, complaints, actions, causes of action and responsibility of any sort, for any damages, losses, costs, injuries, property damages, resulting from any act or omission by the Contractor or by persons employed or engaged by it, in connection with the Services and the Agreement, including the fees, expenses and judicial and extrajudicial costs incurred by Telefilm.

6.7 Telefilm's right to audit

6.7.1 Telefilm shall, at any time during the term of the Agreement and for three (3) years after the expiry of the Term, have access to the documentation needed to verify any matter relating to the Agreement (including any invoice, report or part of accounts concerning the Services), and the Contractor agrees, upon request by Telefilm, to deliver to Telefilm a copy of this documentation or of any other pertinent documentation relating to the Services.

6.8 Ownership and confidentiality

6.8.1 Ownership and assignment of rights. In exchange for the consideration set forth in section 6.4 above, the Contractor, its employees, agents, representatives and mandataries hereby assign and agree to assign to Telefilm all rights, titles and interests that they own or could own in relation to the Services. The Contractor agrees to sign and, as applicable, to have its employees, representatives or mandataries sign, at Telefilm's request, any document deemed necessary by Telefilm to establish ownership. The Contractor agrees that Telefilm may publish any material created by the Contractor, its employees, agents, representatives and mandataries, as part of the Services under the Agreement. Telefilm will not be responsible for the publication of any material provided by the Cocontractor that contains errors, inconsistencies or omissions. If the Cocontractor detects an error, inconsistency or omission in said material, the Cocontractor agrees to inform Telefilm immediately.

6.8.2 Conflict of interest. The Contractor agrees to disclose to Telefilm, without delay, any situation or event having the effect of placing it directly or indirectly in a situation of real, potential or apparent conflict of interest with Telefilm.

6.8.3 Confidential information. The Contractor acknowledges that, under the Agreement, certain confidential information relating to the operations and business of Telefilm and its clients could be conveyed to it. Any information, verbal, written, printed, graphic, computerized or in any form or on any support whatsoever, be it in draft or final form, which is supplied to the Contractor, or to which the Contractor has access, constitutes confidential information ("**Confidential Information**") and remains the exclusive property of Telefilm or of its clients, as the case may be. Therefore, the Contractor agrees that no Confidential Information that may be conveyed to the Contractor or to which it may have access will be disclosed to any person, business or corporation whatsoever at any time during and following the term of the Agreement without the prior written authorization of Telefilm. Moreover, the Contractor agrees not to use said Confidential Information for its own profit, nor to allow anyone to use said Confidential Information at any time during and following the term of the Agreement. In addition, the Contractor must not permit the reproduction, in any form, of the Confidential Information, in part or in whole, without first obtaining written authorization from Telefilm and taking all appropriate measures to keep the information confidential. The Contractor agrees to bind in writing its personnel and other mandataries involved in performing the Services by these confidentiality obligations.

The Contractor acknowledges that the disclosure of Confidential Information can cause considerable harm and irreparable damage to Telefilm, which may not be possible to compensate sufficiently through the award of monetary damages. Therefore, in addition to any other remedy available at law or in equity, Telefilm shall be entitled to obtain injunctive relief or other just and equitable redress in the circumstances, without proof of actual damages.

The Contractor acknowledges responsibility for the Confidential Information, including but not limited to, books, material, reports, computerized reports, invoices, client lists and any document giving client names and addresses, as well as any equipment belonging to Telefilm that the Contractor may have in its possession by virtue of the Agreement.

Upon the termination or cancellation of the Agreement, the Contractor agrees to deliver forthwith to Telefilm the Confidential Information, including but not limited to, any material, books, reports, computerized reports, invoices, client lists and other documents, as well as any copies, on any support whatsoever, belonging to Telefilm that the Contractor may have in its possession by virtue of the Agreement, and/or, upon request by Telefilm, destroy the Confidential Information in the Contractor's possession.

6.8.4 Web disclosure. The Contractor consents and authorizes Telefilm to disclose certain elements of the Agreement on its website, as needed, among other things the name of the Contractor, the type of services, the total amount of the consideration and the term.

6.9 Security Requirements

6.9.1 The Contractor agrees to obtain, for any of its resources, any security screening or clearance that may be requested by Telefilm.

6.10 Replacement of resources

6.10.1 If specific resources are identified in the Agreement to perform the Services, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control. If the Contractor is unable to provide the services of any specific resource identified in the Agreement, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and is subject to Telefilm's consent, which may be reasonably withheld, as provided under section 6.2.1. The Contractor must, as soon as possible, give notice to Telefilm of the reason for replacing the resource and provide:

- a) the name, qualifications and experience of the proposed replacement; and
- b) proof that the proposed replacement has the required security clearance, if applicable.

The Contractor must not, in any event, allow performance of the Services by unauthorized replacement persons.

6.11 Other

6.11.1 Independent entrepreneur. The Agreement does not constitute and shall not be construed as an agency, partnership or employment relationship between the Parties, each one acting as an independent entrepreneur. The Contractor shall be solely responsible for the manner and way in which the Services are performed.

6.11.2 No waiver. The failure by Telefilm to insist on the complete performance of any of the undertakings or obligations contained herein or to exercise any of its rights provided for herein shall not be construed as a future waiver of such right or of the complete performance of such undertaking or obligation. No waiver by Telefilm shall be valid unless set forth in writing and such waiver shall apply only to the rights and circumstances expressly mentioned therein.

6.11.3 Assignment. The Contractor may not assign to anyone its rights and obligations under the Agreement nor delegate the performance of any of its duties thereunder without Telefilm's prior written consent.

6.11.4 Amendment. The Agreement may not be amended, changed or modified except by agreement in writing executed by both parties.

6.11.5 Severability. The invalidity of a provision or part of a provision of the Agreement shall not nullify the other provisions or part of provisions, which shall remain in force, in whole or in part.

- 6.11.6 Further assurances.** The Parties agree to do and sign or cause to have done or signed from time to time, all other deeds, documents, instruments or things that Telefilm may reasonably request for the purpose of giving effect to the Agreement.
- 6.11.7 Laws.** The Agreement shall be subject and interpreted according to the laws of the Province of Quebec and the applicable federal laws of Canada and the courts of the Province of Quebec shall have exclusive jurisdiction to resolve any dispute between the Parties.
- 6.11.8 Language.** It is the express wish of the Parties that this Agreement be drawn up in English. *Les parties aux présentes ont expressément exigé que les présentes soient rédigées en langue anglaise.*

IN WITNESS WHEREOF, the Parties have executed the Agreement as of the date first given herein.

TELEFILM CANADA

By:

Christa Dickenson
Executive Director

And by:

Robert Spickler
Chair of the Board

“CONTRACTOR NAME”

By:

Name
Title

6.12 INTERVENTION

[This section must be completed by all core resources who will carry out the mandates described in this Agreement as well as any third-party supplier hired by the Cocontractor.]

Intervening herein, “*Name of person rendering the services,*” (hereinafter “the Intervener”) acknowledges having read the Agreement and having understood its nature and scope and agrees to comply with the terms and obligations thereof, notably with regard to obligations related to confidentiality and indemnification. The Intervener hereby assigns and agrees to assign to Telefilm all rights, titles and interests that he or she owns or could own in relation to the Services and the work performed and agrees to sign upon request by Telefilm any document deemed necessary by Telefilm to establish ownership.

Signed on

“Name and title of natural person (or Contractor employee/representative/mandatary) rendering the Services”

6.13 SCHEDULE A

TO BE UPDATED EACH FISCAL YEAR

Fiscal Year 2020/2021

Description of the deliverables and duties to be provided and performed:

Deliverables & Duties: Approach & Phases / Timeline	Key deliverables	Due Dates
<p align="center">Preparation of a multi-year audit plan -xyz -xyz</p>	<p align="center">Draft audit plan Final audit plan</p>	<p align="center">By March 31, 2021</p>
<p align="center">Risk appetite and tolerance level mandate -xyz -xyz</p>	<p align="center">TBD</p>	<p align="center">By March 31, 2021</p>
<p align="center">AFC meeting preparation and attendance and audit plan and audit report presentation</p>	<p align="center">TBD</p>	<p align="center">Upon request</p>
<p align="center">Other specific requests</p>	<p align="center">TBD</p>	<p align="center">Upon request</p>

The Cocontractor agrees to send to the Corporate Secretariat, in a timely manner and in the format required by Telefilm, any documentation to be submitted to the Board of directors and / or its committees. Such documentation shall be in both official languages.

All information exceeding 10 pages provided to the Corporate Secretariat for presentation to the Board of directors and/or its committees must be accompanied by an executive summary of no more than three (3) pages.

6.14 SCHEDULE B

ANNUAL BUDGET AND ALLOCATION

TABLE B-1

TO BE UPDATED EACH FISCAL YEAR			PAYMENT AMOUNTS (payable consistent with section 6.4)
DELIVERABLES AND DUTIES FOR FISCAL YEAR 2020/2021 Hourly detailed progress billing at completion of key deliverables			
Description	Planned hours per type and level of resource	Due date	
Audit plan		March 31, 2021	\$ XX
Risk appetite and tolerance level mandate		March 31, 2021	\$ XX
AFC meeting preparation and attendance and audit plan and audit report presentation		March 31, 2021	\$ XX
Translation of materials² (audit plan and report)	(\$ per word / \$ per hour)	March 31, 2021	\$ XX
Planned travel expenses (subject to section 6.4.2)		March 31, 2021	\$ XX
Total (maximum) amount (plus all applicable taxes):			\$ XXX
Note: *In no case may the total consideration for the Services exceed the total amount, unless the Parties have concluded a written agreement to this effect.			<i>"insert total amount, which must match 6.4"</i>

² Should Telefilm be able to obtain more cost-effective translation fees: It is understood that Telefilm is free to translate any materials by its own means, in which case the Contractor will perform the entire quality control of any such translated materials.

TABLE B-2

Hourly rates and other fees applicable to the Initial Term and any Renewal Term

Type and level of resource*	Hourly rates and other fees per fiscal year (including any Renewal Term if applicable)							
	2020/2021	2021/2022	2022/2023	2023/2024	2024/2025	2025/2026	2026/2027	2027/2028
<i>Examples</i>								
<i>Lead Partner – Internal audit</i>								
<i>Director</i>								
<i>Project Manager / equivalent</i>								
<i>Senior Auditor</i>								
<i>Auditor</i>								
<i>XYZ</i>								
<i>IT Principal Partner/Director</i>								
<i>IT Director</i>								
<i>IT Project Manager / equivalent</i>								
<i>IT Senior Auditor</i>								
<i>XYZ</i>								
<i>Other resources: Specialist</i>								
<i>XYZ</i>								
<i>Other fees: Translation</i>	(per word?) (per hour?)							

*Any unplanned or new type and level of resource's hourly rates must be approved by Telefilm.

APPENDIX A – STATEMENT OF WORK

Telefilm wishes to obtain internal audit services to help support the Board, its Audit and Finance Committee (AFC), other Board committees and corporate management in their responsibilities. Given the size of the Corporation and the numerous areas of expertise required, the intention is to outsource the internal audit function. Telefilm has no internal audit workforce.

Telefilm's internal audit plan contributes directly and proactively to improving risk management, control and governance at the corporate level and in operational sectors. The internal auditor will have to, among other things, provide assurance to the Board as well as management that Telefilm's books, records, systems and practices are kept and maintained in such manner that they provide reasonable assurance that:

- Telefilm's assets are safeguarded and controlled;
- Telefilm's transactions are in accordance with the relevant provisions of the FAA and its regulations, its act of incorporation and its by-laws, and that they comply with any instructions it was given; and
- Telefilm's financial, human and physical resources are managed economically and efficiently, and that its operations are carried out effectively.

Telefilm recognizes the value of the internal audit function and expects to build a relationship with the internal auditor in charge. Telefilm is looking for a firm operating across Canada that can provide the skilled resources required for each mandate on-site and/or remotely. The Corporation expects the following deliverables to be executed flawlessly and in compliance with all professional standards:

- prepare a multi-year audit plan;
- update the internal audit plan on an annual basis and/or when required;
- perform the audit mandates as defined in the audit plan, as well as any other unplanned additional mandate;
- present follow-up and audit results to the AFC and/or any relevant committee of the Board;
- attend meetings of the AFC or any other committee of the Board; and
- upon specific request (ad-hoc basis), be available to support and counsel the AFC, and/or any relevant committee of the Board, Board members and Telefilm's department managers in carrying out their duties and/or in their various initiatives and projects.

The audit plan and any related audit report exceeding 10 pages must be accompanied by an executive summary of no more than three pages.

All information provided to the Board must be provided in a timely manner, in both official languages.

Capacity to work remotely and/or on-site (principally at Telefilm's head office in Montréal).

The Auditor General of Canada acts as Telefilm's external auditor and performs a yearly audit of Telefilm's financial statements. In addition to its own financing programs and activities, Telefilm delivers the funding programs of the Canada Media Fund (CMF) through a services agreement. These activities are subject to oversight by the CMF internal audit workforce, with whom audit mandates must be coordinated to ensure efficiency and respect time constraints.

Telefilm is subject to the *Access to Information Act*. In addition, when relevant, internal audit reports or related information may be shared with the CMF and/or other relevant stakeholders.

APPENDIX B – TELEFILM AND ITS ENVIRONMENT

Context

Telefilm's mission is to finance, foster and promote the development of the Canadian audiovisual industry by playing a leadership role through financial support and initiatives that contribute to the industry's commercial, cultural and industrial success.

Telefilm comprises about 190 employees specialized in Canadian media content and dedicated to the commercial, cultural and industrial success of Canada's audiovisual industry. As a Government of Canada Crown corporation in the Canadian Heritage portfolio, Telefilm supports dynamic companies and creators by providing financial support to Canadian audiovisual projects and by promoting and exporting Canadian content at festivals, markets and events – regionally, nationally and around the world.

Telefilm is responsible for making recommendations to the Minister of Canadian Heritage on whether projects can be recognized as audiovisual treaty coproductions. Telefilm also administers the funding programs of the Canada Media Fund (the "**CMF**"), which totalled \$346.9 million in fiscal 2018-2019.

Headquartered in Montréal, Telefilm serves its clients through four offices located in Vancouver, Toronto, Montréal and Halifax.

Moreover, the Corporation is working to implement its corporate plan, *Bringing Canadian Creativity to the World*, which includes four priorities:

- Attract Additional Funding and Investment
- Evolve Our Funding Allocation Approach
- Optimize Our Operational Capacity
- Enhance the Value of the "Canada" and "Telefilm" Brands

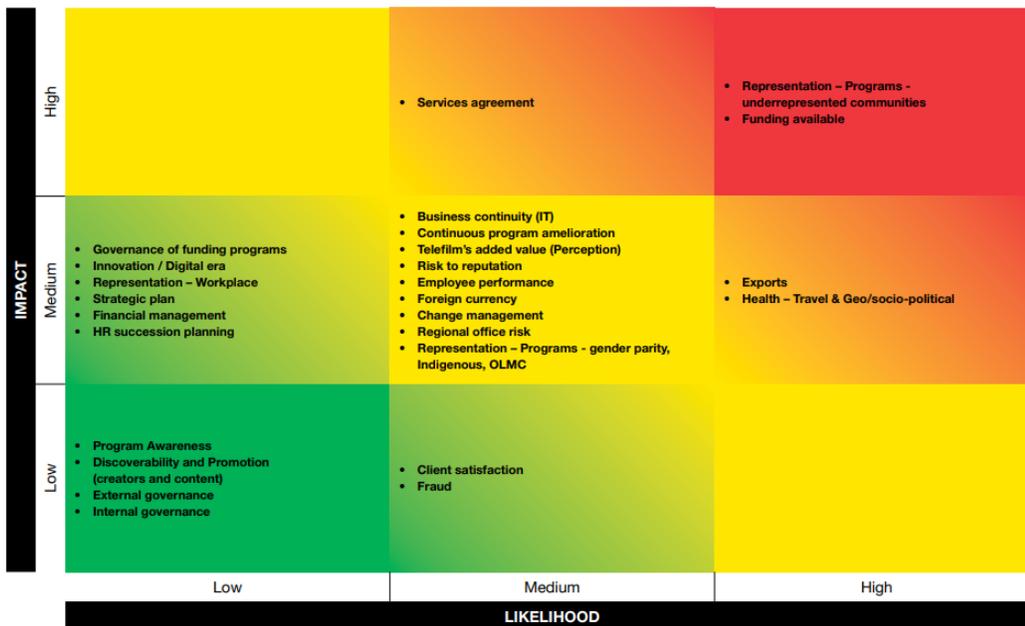
The following tables from the corporate plan provide an overview of Telefilm's financial operations and risk assessment. Further information is available on the [Telefilm Canada](#) website, which includes Telefilm's annual reports.

STATEMENT OF OPERATIONS

For the Years Ending March 31, 2019 to 2021

<i>In thousands of Canadian dollars</i>	Actual 2018-2019	Updated budget 2019-2020	Budget 2020-2021
Assistance expenses			
Production programs ¹⁰	75,292	73,642	60,230
Development program	6,424	6,602	5,481
Promotion program and national and international promotional activities	14,680	13,981	10,469
Marketing program	8,780	8,043	7,590
Other programs ¹¹	3,475	4,412	2,990
	108,651	106,680	86,760
Contingencies	-	-	647
COVID-19 Emergency Relief Fund	-	-	27,000
	108,651	106,680	114,407
Operating and administrative expenses	26,048	26,414	27,130
Cost of operations	134,699	133,094	141,537
Revenues	24,521	23,435	12,358
Net cost of operations before government funding	110,178	109,659	129,179
Government funding			
Parliamentary appropriation	101,899	109,379	128,879
Deficit for the year	(8,279)	(280)	(300)
Accumulated surplus, beginning of year	22,090	13,811	13,531
Accumulated surplus, end of year	13,811	13,531	13,231
Other information:			
Tangible capital asset acquisitions	825	125	250

RISK MANAGEMENT



Source: Corporate Plan 2020-2023

Information systems

Telefilm operates in a paperless environment. Its fully digital processes are supported through the Appian platform coupled with the Power BI decision-making and interactive data visualization tool.

Main information systems currently used:

Operational system: Dialogue – Appian technology

Dialogue is the operational system used to process the funding applications received from Telefilm's clients. All management and tracking of these applications is done via Dialogue. Bidirectional interfaces enable the exchange of information between Dialogue and Oracle Financials. The Appian technology is Platform as a Service (PaaS), which delivers the process functions developed by Telefilm's IT team.

- Users: All Telefilm employees and approximately 8,000 external users

Financial system: Oracle Financial

The Oracle Financial system is used by the Finance department, which is located in Montréal. The current product version of Oracle Financial is 12.1.3. The packages deployed in Oracle Financial are General Ledger, Accounts Receivable, Accounts Payable and Asset Management.

- Users: Approximately 18 Telefilm employees

Most of the transactions processed by the financial software come from the operational (Dialogue) and purchase order (Tradogram) systems.

Purchase order processes: Tradogram SaaS

Tradogram SaaS hosts the purchase order processes that connect to Oracle Financials and Dialogue. Launch of its use is expected during fiscal year 2020-2021.

- Users: Approximately 40 Telefilm employees

EIS: Microsoft Power BI

The EIS, or Enterprise Intelligence System, is a complete BI solution that supports the Corporation's operational and administrative requirements. It comprises a normalized warehouse containing several internal data sources (primarily Dialogue and Oracle Financial), as well as external data sources, denormalized data marts, data portals and functions for analyzing and creating standard and ad hoc reports.

- Users: Selected employees with authorized access

PSPC (formerly PWGSC)

All Telefilm accounting transactions are communicated bidirectionally with Public Services and Procurement Canada (PSPC) systems. PSPC is a separate entity in Telefilm's financial environment, with its own accounting records and charter.

- Users: Selected Finance department employees

Information on transactions from accounts payable, accounts receivable, general ledger and payroll is sent and received electronically as needed.

Screens and reports integrated into Oracle Financials were developed by PSPC's cluster group; payments are issued from an interface with PSPC.

Event management system: Grenadine

SaaS solution that supports all aspects of event planning and management, including client relations.

- Users: Approximately 15 Telefilm employees and 3,000 external users

Human resources management system: Tandem using ADP/HR.net software

Serves to manage all functions related to human resources except for payroll, which is processed by the Canadian government system Phoenix.

- Users: All Telefilm employees

Document management system: OpenText/Livelink

1. Supports the management of administrative documents but also serves as the operational systems document vault. This system is in end-of-life state and will be replaced by SharePoint from Microsoft Office 365.
2. Office 365 with SharePoint and Teams SaaS technologies will also serve as a document vault for the organization. In addition, it provides digital collaboration tools and project collaboration tools.
 - Users: All Telefilm employees

Phoenix pay system (federal government solution)

Payroll system

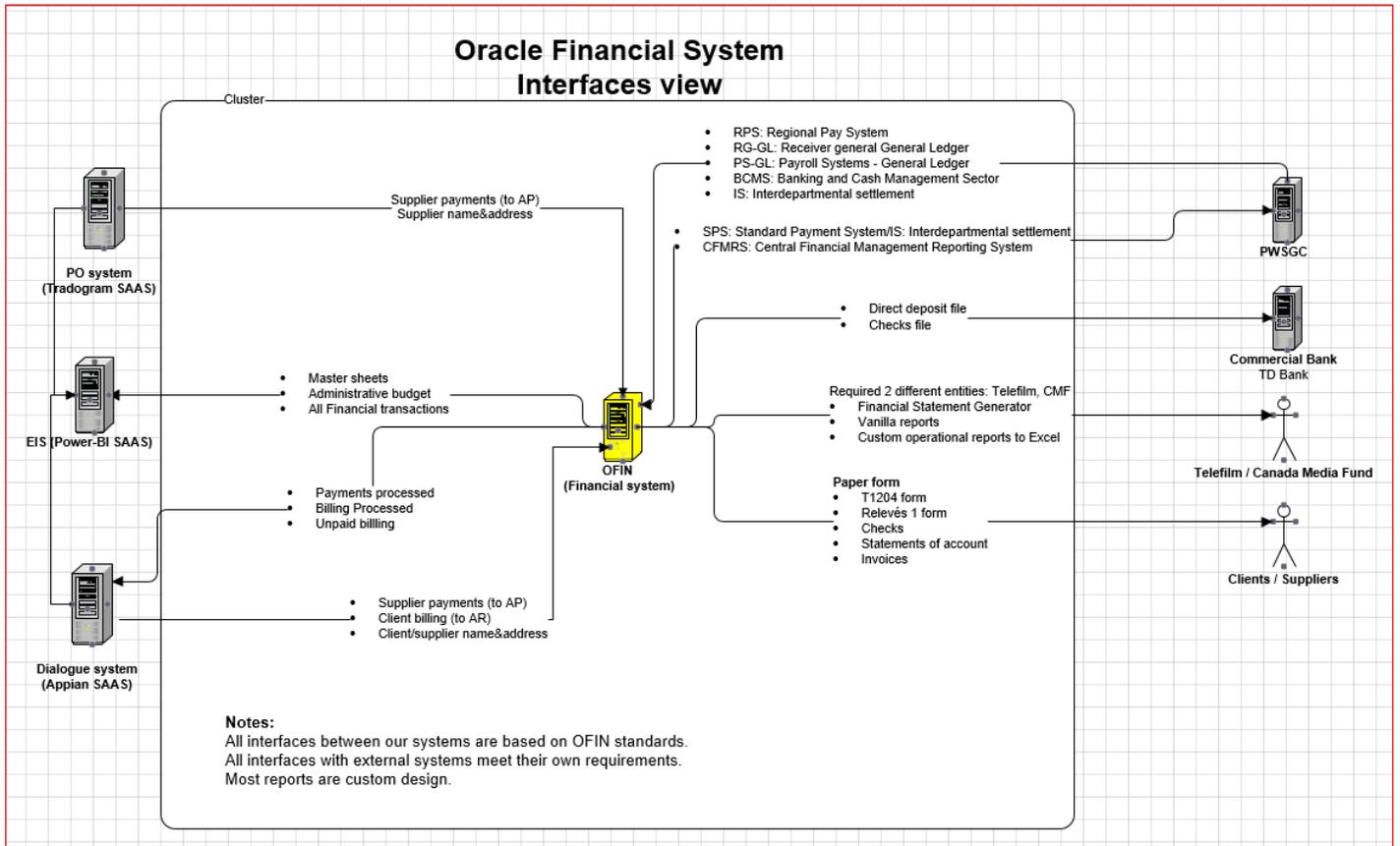
- Users: Selected HR and Finance department employees

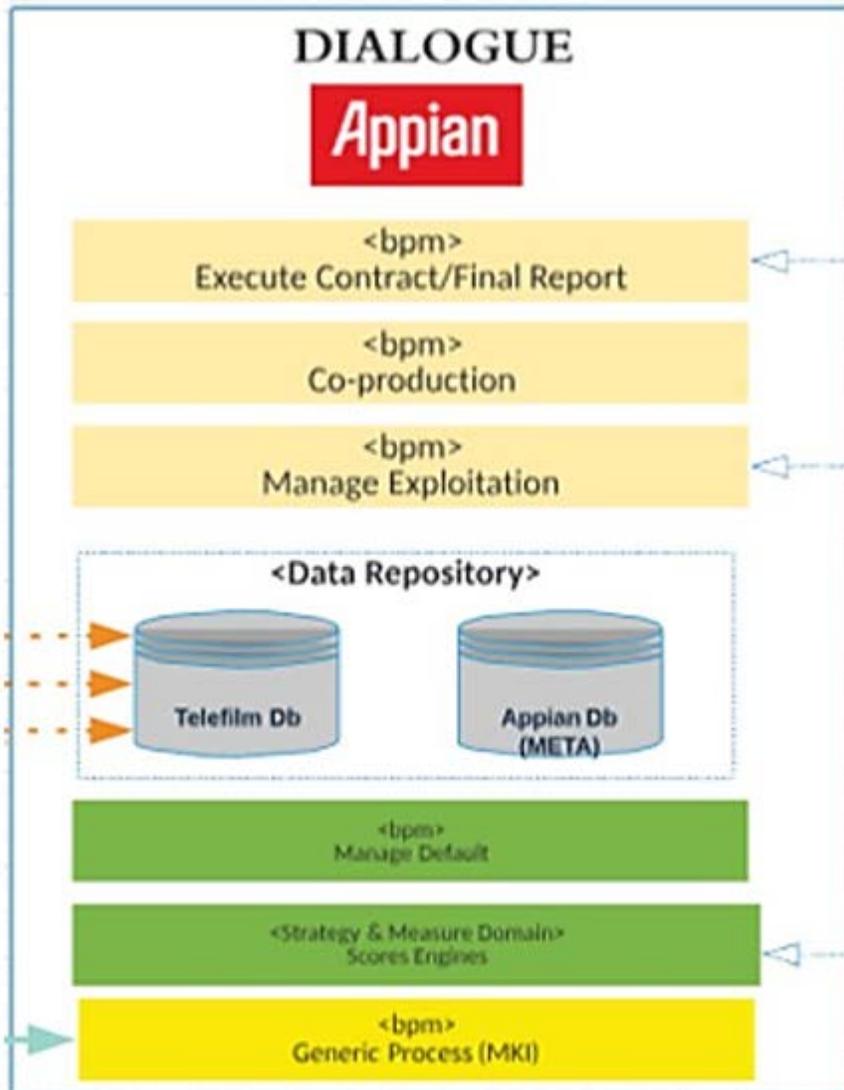
Shared Travel Services (STS) Travel reservation – expense account: HRG (commonly used by federal government)

Serves to manage travel reservations and expense accounts in compliance with Treasury Board Secretariat policy.

- Users: Selected Telefilm employees

Diagrams of Telefilm Systems



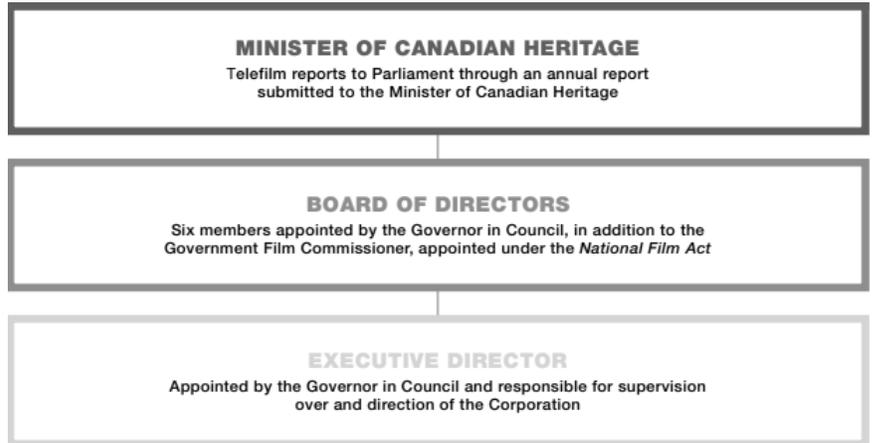




Governance structure

Telefilm is a Government of Canada Crown corporation in the Canadian Heritage portfolio. As such it has managerial autonomy, and day-to-day operations are at arm's length from both ministers and civil servants as provided for by Parliament under the *Financial Administration Act*.

The Board of Directors oversees the management of Telefilm's business activities and internal affairs with the objective of enabling the organization to fulfill its mandate in an optimal manner. The Executive Leadership Team (ELT) works in close collaboration with the Board of Directors, to determine the strategic priorities for the Corporation, to develop and deliver the strategic plan and to create and execute the corporate plan.



A corporate governance framework enables the Board of Directors and the Executive Director to lead the organization and deliver on the Corporation's mission. Telefilm's organizational structure ensures that its departments are accountable to the Executive Director in the delivery of the corporate plan.

