



2021-06-30

Standards Council of Canada
55 Metcalfe Street, Suite 600
Ottawa ON K1P 6L5
Canada

**Subject: Request for Proposal (RFP) # 2021-14
New SCC Corporate Website**

This document represents an invitation to Bidders to submit their proposals to the Standards Council of Canada (SCC) for the redevelopment of the SCC website using a Drupal v9 CMS solution.

In accordance with the Statement of Work attached hereto as Appendix "B", SCC will issue a contract to the successful Bidder, establishing the pricing and terms / conditions under which the project will be undertaken.

Proposals must be received by SCC no later than **16:00 hours, (4 p.m.) EDT on Tuesday, August 3, 2021**. It is the Bidder's responsibility to deliver their proposal prior to **the time/date of bid closing**. Proposals received after 16:00 hours will not be accepted.

PROPOSALS ARE TO BE SUBMITTED ELECTRONICALLY TO contracts@scc.ca by the time/date of bid closing (including the financial proposal).

1. ATTACHMENT 1 – Technical Proposal

NOTE: No financial information is to be included in ATTACHMENT 1

2. ATTACHMENT 2 – Financial Proposal

Proposals that do not contain the requested documentation may be considered incomplete and disqualified.

SCC is not obliged to accept the lowest bid and/or any proposal.

Questions with respect to the meaning or intent of this process, or requests for correction to any apparent ambiguity, inconsistency or error in the document must be submitted in writing to contracts@scc.ca and must be received by 12:00 hours (noon) EDT on **Tuesday, July 20, 2021**. All answers will be communicated to all potential bidders via Buy and Sell.

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APPENDIX A: REQUEST FOR PROPOSAL – ACCEPTANCE FORM

Proposal Submitted by

(Name of Company)

(Complete Address)

GST/HST Number _____

Telephone Number: _____

Contact Person with email address _____

1. The Undersigned (hereinafter referred to as “the Bidder”) hereby proposes to the Standards Council of Canada (SCC) to furnish all necessary expertise, supervision, materials, equipment and other incidentals necessary to complete to the entire satisfaction of SCC or their authorized representative, the work described in the Statement of Work attached hereto as Appendix “B”.
2. The Bidder hereby proposes to perform and complete the work in accordance with the terms and conditions (at the place and in the manner) specified in:
 - (i) Appendix A - attached and entitled “Request for Proposal – Acceptance Form;
 - (ii) Appendix B - attached and entitled “Statement of Work”;
 - (iii) Appendix C - attached and entitled “Statement of Requirements”;
 - (iv) Appendix D - attached and entitled “Business Application Summaries”;
 - (v) Appendix E – attached and entitled “Technical Evaluation Criteria;”;
 - (vi) Appendix F – attached and entitled “Financial Proposal”;
 - (vii) Appendix G – attached and entitled “Vendor Presentation” and
 - (viii) Appendix H - attached and entitled “Sample SCC Template / Services Agreement Contract”.
3. **Period of Services**
 - (i) The contract award date is the date that the contract is signed by the Bidder and SCC.
 - (ii) The service start date is the date that the Bidder and SCC agree to commence the work.
 - (iii) The Bidder hereby proposes to perform the work commencing on the service start date.

4. Financial Proposal

The Bidder hereby proposes to perform and complete the work as per the financials outlined in Appendix F of SCC RFP #2021-14, which represents the total financial proposal.

5. Optional Modifications

In the event that SCC requests the successful Bidder to proceed with any optional modifications or additional changes to the process, payment for this additional work will be based on the per diem rates quoted (see Appendix F of SCC RFP #2021-14).

Authorization to proceed with additional work will be provided by way of a contract amendment as per the established proposal.

6. Optional Years

SCC may decide, at its discretion, to exercise an option by means of formal contract amendment, to extend the term.

7. Federal Goods and Services Tax (GST) and Harmonized Sales Tax (HST)

The prices and rates quoted as part of the Bidder's proposal are NOT to include any provision for taxes.

8. Payment Schedule

As a result of acceptance of the Bidder's proposal, SCC reserves the right to negotiate an acceptable payment schedule prior to the awarding of a contract and/or any amendments.

9. Appropriate Law

Any contract awarded by SCC as a result of SCC RFP #2021-14 shall be governed by and construed in accordance with the laws in force in the Province of Ontario, Canada.

10. Tender Validity

The Bidder agree(s) that their proposal will remain firm for a period of 90 calendar days after the **the time/date of bid closing**.

Signatures

The Bidder herewith submits this bid in accordance with the requirements specified in the Request for Proposal documents.

SIGNED this _____ day of _____, 2021

Per _____
NAME OF COMPANY

Per _____
(Signing Officer and Position)

OVERVIEW OF STANDARDS COUNCIL OF CANADA

The Standards Council of Canada (SCC) is a federal Crown corporation. Its mandate is to promote efficient and effective standardization in Canada, and to provide accreditation services to conformity assessment bodies and standards development organizations.

Located in Ottawa, the Standards Council has a 13-member governing Council and a staff of approximately 140. Overall SCC revenue plus federal appropriations is \$25 million, with revenue generated from Accreditation operations accounting for just over \$11 million dollars. The total IT budget is approximately \$1 million.

The organization reports to Parliament through the Minister of Innovation, Science and Industry and oversees Canada's national standardization network.

Established in 1970 as a federal Crown corporation, SCC is Canada's voice on standards and accreditation on the national and international stage. SCC works closely with a vast network of partners to promote the development of effective and efficient standards that protect the health, safety and well-being of Canadians while helping businesses prosper. As Canada's leading accreditation organization, SCC creates market confidence at home and abroad by ensuring that conformity assessment bodies meet the highest national and international standards. SCC advances Canada's interest on the international scene as a member of the International Organization for Standardization (ISO) and International Electrotechnical Commission (IEC) by connecting thousands of people to global networks and resources, opening a world of possibilities for Canadians and businesses. Standardization is the development and application of standards publications that establish accepted practices, technical requirements and terminologies for products, services and systems.

Standards help to ensure better, safer and more efficient methods and products, and are an essential element of technology, innovation and trade.

SCC carries out a variety of functions intended to ensure the effective and coordinated operation of standardization in Canada. It also represents Canada's interests on standards-related matters in foreign and international forums.

Current Website Overview

The existing website for the Standards Council of Canada (SCC) requires significant upgrades to satisfy the emerging business requirements for the organization and to improve the overall user experience.

SCC has used Drupal to provide web content management services to serve external stakeholders in industry, government, and consumer sectors. Internally, Drupal has also been leveraged to provide software solutions to support internal business processes across multiple branches. To meet the ongoing needs of stakeholders, SCC has relied on an internal IT Solutions Development team to support the Drupal environment.

(Reference Appendix D: Business Application Summaries for the descriptions of the custom-built applications that SCC currently hosts on the SCC website)

Further driving the need to upgrade the SCC website are requirements to align all IT services with a cloud-first approach and to situate the Drupal platform in a position where

support is provided by external service providers. SCC is currently running Drupal version 7, which will have support expire in November 2022.

The SCC's Communications team is responsible for communicating organizational news through this medium. They lead and manage the content development and posting on an English and French site.

Primary functions of the website include multiple end goals for site visitors including learning about SCC, accreditation, standardization and how to get involved.

SCC defines its audiences in terms of task-based user approach. They include:

Consumers:	Purchasers of standardized or accredited goods and services.
Business Professionals:	Professionals applying standards in their work.
Accredited Bodies:	Independent third parties conducting conformity assessments or developing standards.
Regulators:	Government officials involved in regulatory activities developing regulatory requirements and assessing regulatory compliance.
International Organizations:	International and other national standards and accreditation organizations.

The following table presents SCC Website Metrics (Current State)

<u>Metric</u>	<u>Number</u>
Sessions per month (FY 2020/2021):	62,222
Page Views per month (FY 2020/2021):	155,736
Users (FY 2020/2021):	530,681
Nodes - published:	23203
Nodes - unpublished:	4543
Node revisions:	114535
▶ Disk space used by website:	▶ 25 Gigabytes

With respect to the four SCC Business Applications, there are approximately 14500 nodes.

Website Framework Components (Current State)

<u>Component</u>	<u>Description</u>
Server:	Linux 3.10.0-1160.25.1.el7.x86_64 SMP x86_64 GNU/Linux
Search engine:	Apache Solr 5.4
Drupal:	Drupal core 7.x
Diskspace:	500 Gigabytes
Physical memory:	20 Gigabytes
▶ Programming language:	▶ php 5.4.16
▶ Webserver:	▶ Apache/2.4.6 (CentOS)
▶ TLS Termination:	▶ nginx/1.16.1
▶ Caching:	▶ Varnish 4
▶ Database:	▶ 5.5.68-MariaDB

New Corporate Website Objectives

Some business objectives for the New Corporate Website include:

- Improved content management (CMS) and approval workflow.
- Identification and implementation of key roles in CMS.
- Improved development workflow.
- Improved technical and data architecture and code structure.
- Improved search.
- Improved UI and UX.
- Modern and responsive interface.
- Mobile responsive.
- Externally hosted, with improved back-up, recoverability, security and availability.
- WCAG 2.0 AA Compliant.
- Fully bilingual and Official Languages Act (OLA) compliant, including business applications.
- Easy to train new staff and super-users in each Branch on how to perform content updates.

APPENDIX B: STATEMENT OF WORK

DESCRIPTION AND SCOPE OF WORK

Analyze and Recommend Best Option for Hosting SCC Website

Your proposal will recommend the optimal hosting solution for the SCC website. SCC requires offsite hosting, or Software as a Service (SaaS) solution. Hosting solution should support the recommended system described below in Appendix C.

Your proposal will identify:

- The firm providing the hosting.
- Where in Canada the content is hosted.
- Support and maintenance services.
- Hosting cost structure.
- The backup capabilities.
- Disaster recovery options.
- How the monitoring and notification process on hacking / breach activities works.
- Providing hosting for a minimum of 3 years with options to extend in 1-year increments.
- The technical architecture for the hosting architecture along with interactions between the CMS, development, staging and publishing environments and all existing SCC Business Applications (see Appendix D).

Recommend and Implement a Drupal v9 Content Management System

Your proposal is required to recommend the redevelopment of SCC website using a Drupal v9 CMS solution, for which you are certified or qualified. We are seeking your architectural recommendations on how the Drupal v9 enterprise level CMS and the SCC Business Applications (*reference Appendix D*) should be designed and hosted so that it is easy to use and customizable to SCC needs. As part of your bid, you must provide a description of the technology, the global adoption of the solution, and available community support tools and network.

Your proposal will provide detailed information for the evaluation of these criteria:

- Ability to support mandatory and rated requirements identified in Statement of Requirements.
- Affordability (annual licensing, hosting, development costs, inclusion and exclusion of other proprietary software, post project support).
- Scalability (ability to accommodate increased traffic and additional content and users).
- Extensibility (ability and ease of adding features and functionality in the future, proprietary and non-proprietary).
- Adaptability (ability for the CMS to be modified to changing functional requirements in the future).
- Maturity (well established CMS with a large installed user base and proven ongoing development roadmap).
- Local (National Capital Region) capacity for development and support.

Design and Development

Planning

The Proponent will be required to plan out the redevelopment of the SCC website in collaboration with the SCC project team. Your proposal will provide a detailed implementation plan and project schedule that will at least address the following points:

Consultation phases

The Proponent will plan out consultation periods for key decisional milestones. This will ensure broad employee and managerial support for the web site redevelopment project. As part of this SCC will conduct usability and audience testing with deliverables provided by the Proponent including but not limited to the Information architecture, wireframes, creative concepts and functional elements.

Collaboration site

The Proponent will set up a project management extranet site. The Proponent will provide a project progress report every second week that will be posted on the project site.

Iterative approach

SCC recognizes that redeveloping its web presence is a major undertaking. Your proposal will explain how you propose to redevelop www.scc.ca in order to reduce risk and divide the project into a manageable approach. This might be by feature/function, by layer, by section of the site or some other approach.

A Detailed Information Architecture and Wireframes

Your proposal will document how you will proceed to develop a detailed Information architecture including interaction design (navigation, forms, page templates, search functionality, database interfaces and search mechanisms, etc.), wireframes, site maps, breadcrumb structure, mock-ups, prototypes and mobile access to content and interactivity.

SCC will provide a proposed architecture (navigation) and will be looking at the successful Proponent's expertise and knowledge to validate and propose recommendations to optimize the architecture.

Integration of this site and the SCC Business Applications (Appendix D) need be considered when developing the detailed Information Architecture.

Visual Design

Your proposal will document your firm's ability and experience in developing website visual designs. SCC requires a completely new look and feel. The SCC project team will provide the successful Proponent with the new SCC branding guidelines.

The redesign will include:

- The provision of 3 creative concepts (including sample of Home, Landing and Content Pages for each) along with revisions to a single concept.

- All visual design, graphics and iconography. (The Proponent's resources will produce all graphic design and associated production activities.)
- A style guide to provide ongoing guidance for the design of the website including Photoshop templates for replicating common elements (if required).
- Ensuring that all creative concepts meet WCAG 2.0 AA accessibility guidelines.
- The Proponent will be required to create a series of page mock-ups for usability testing.

SCC must approve all creative concepts, iconography, visuals and graphics.

Once the creative concept is approved, the Proponent will produce design mock-ups for all unique pages and features to illustrate how each section of the website will be displayed to accentuate their clarity and facilitate navigation.

Development and Site Build

Your proposal will document your ability to build and deploy a bilingual site within the Drupal Content Management System and according to the approved Information Architecture and Wireframes including:

- All required templates, style sheets, and user interface elements.
- All workflows, user roles and supporting elements.
- All custom functionality identified during the planning.
- A list of application programming interfaces to automate the posting and extraction of data to and from the environment to support, specifically, SCC's Business Applications as defined in the Appendices.
- Browser compatibility with all modern desktop, tablet and mobile browsers.

Specifically, the successful Proponent will:

- Create a development strategy.
- Create a technical architecture for the website and CMS.
- Create the website management architecture and templates.
- Develop and install all custom components, modules, interactive features and all other functional elements.

Content Migration

The Proponent is responsible to develop a content migration plan along with a system for tracking content migration status for populating content in the new site in both English and French.

As part of the project, it will be the responsibility of SCC to identify the content to be migrated to ensure that redundant, out of date or trivial content is not migrated.

SCC anticipates migrating approximately 16000 nodes.

SCC must be able to review all migrated content in both languages prior to publishing.

Deployment

The Proponent will be responsible for managing the implementation of all deployments of the new site. This includes:

- Link checking to ensure that all links to and from the site are working properly.
- Develop and implement redirect (301/302) and 404 strategies to ensure that SCC does not suffer undue loss of Search engine traffic and that all affected pages are properly redirected.
- Prepare a testing plan to cover:
 - Load balancing and performance tests.
 - Testing and validation of all code to ensure that it meets security and performance baselines.
 - Browser testing (for desktop and mobile devices).
 - Accessibility Testing (to meet WCAG 2.0 AA).
- User Acceptance Testing – SCC stakeholders must be given pre-launch access to review the site and its content and provide feedback and adjustments. The successful Proponent must identify how they will manage this process to ensure that all feedback is captured, tracked and resolved in a timely and efficient fashion.

Documentation and Testing

The Proponent will prepare maintenance and technical documentation for the maintenance of the website in English (if available, also provide in French). The Proponent will offer CMS training sessions to up to 15 staff members. Different sessions will be offered to different types of CMS users, such as super administrators, administrators, editors, publishers and authors. Training schedule and session agendas will be recommended and provided by the successful Proponent. SCC estimates having about 5 site administrators/approvers, and about 10 - 15 content publishers for the general website content.

Maintenance and Support

The successful Proponent will provide a 6-month warranty period for the site after completion of the project along with any updates to the CMS or technologies used in the development of the site. The Proponent will ensure all publishing processes are in place to support SCC's web publishing. The Proponent will provide a web accessible bug-tracking tool for managing all issues related to the maintenance of the SCC website.

After the warranty period is over, the Proponent is to be available to support the website for a period of three (3) years as and when required, with options for renewal in additional years.

The post project support and maintenance expected to be provided by the Proponent includes ongoing security updates, patches, expert advice and options for new functionality (i.e. web services or modules the service provider has developed to make available to the general cloud community).

APPENDIX C: STATEMENT OF REQUIREMENTS

Mandatory Requirements

This section lists the Mandatory requirements that must be met by the Proponent’s proposed solution. If any requirement is not met the proposal will be deemed non-responsive and no further evaluation will be undertaken by SCC.

By putting the word “**Yes**” in the “**Meets the Requirement**” column, the Proponent is confirming that their proposed solution meets the requirement.

The description of the proposed solution provided by the Proponent must demonstrate how it meets the requirement and this will be the sole criteria for assessment by the evaluation team as to whether the proposed solution meets the requirement or not.

New Corporate Website (CMS) - Mandatory Requirements		Meets the Requirement	Describe how the solution meets the requirement
M.1	<p>▶ The website must meet web accessibility guidelines established by the Government of Canada (WCAG 2.0 AA standards).</p> <p>Currently the SCC website does not comply with this guideline, but SCC aspires to ensure the website is perceivable, operable, understandable, and robust.</p> <p>SCC has approximately 350 PDF documents that would need to be improved to make them comply to this guideline. SCC is interested in a recommendation from the Proponent on how best to approach this content. The Proponent is also asked to provide a cost for converting this content into a compliant format.</p> <p>This cost can be added to Appendix F, Table 1, Item No. 3.</p>		
M.2	The solution must support multilingual content, interface and toolsets for a minimum of two (2) languages: English and French.		
M.3	The solution must be responsive to mobile technologies, recognizing the user’s device and adjusting structure, layout and content to provide the best experience possible.		
M.4	The user experience should be seamless regardless of browser used.		

New Corporate Website (CMS) - Mandatory Requirements		Meets the Requirement	Describe how the solution meets the requirement
M.5	The solution must provide easy to use metadata management and content tagging tools based on defined keywords/metadata of web pages and individual content objects.		
M.6	The solution must be able to interface with other databases, such as SQL Server, PostGreSQL and MySQL.		
M.7	The solution must provide the availability for APIs to allow for integration with third party applications.		
M.8	The solution must be able to support Social Media experiences to enhance user experience and optimize the presentation of content including YouTube videos, Twitter feeds, other RSS feeds, blogs, commenting, social tagging, share buttons, follow buttons, geo-localization and personalization.		
Content Management and Workflow			
M.9	The solution must provide the ability to easily create and modify content types (i.e. layout, styles).		
M.10	The solution must offer configurable workflow functionality (custom workflow states/transitions); enabling authorized users to create content, have it reviewed/approved by an approver and preview prior to publishing.		
M.11	The solution must provide the ability to restrict pages, content, and content blocks within those pages based on Roles and Permissions".		
M.12	The solution must provide the ability to create microsites/web portals or expand implementation across multiple domains.		
M.13	The solution must provide the ability to create clean permalink structure (for content moved from active pages to archive).		
M.14	When uploading content, the solution must provide the ability to restrict file types and add file size restrictions.		
M.15	The solution or one of its extensions must be able to use Oauth2.0 protocol to authenticate against Azure AD B2C IdP		
M.16	The solution must provide the ability for revision control/comparison and recovery of content.		

New Corporate Website (CMS) - Mandatory Requirements		Meets the Requirement	Describe how the solution meets the requirement
M.17	<p>The solution must support the creation and utilization of various entities, such as (but not limited to):</p> <ul style="list-style-type: none"> <input type="checkbox"/> URLs and links <input type="checkbox"/> Text content <input type="checkbox"/> Downloadable files (pdf, etc.) <input type="checkbox"/> Images <input type="checkbox"/> Videos <input type="checkbox"/> Embedded code (widgets, such as Google Maps) <input type="checkbox"/> Embedded videos and webcasts 		
M.18	The solution must provide the ability for site/content administrator to bulk upload files (such as PDF, images (jpg, png), etc.).		
M.19	The solution must provide the capability to support multiple environments to facilitate SCC authorized users to create content outside of production, test/validate and then publish in production.		
M.20	<p>The solution must keep an audit log of all changes to the content (i.e. additions, modifications, deletions) so administrators can keep track of activities and assist in troubleshooting efforts in the event of an issue.</p> <p>The solution must allow for the audit log to be exported to an external log aggregation solution such as Azure Log Analytics.</p>		
M.21	Published content must be visible to the public immediately following publication by authorized users.		
M.22	The solution must generate user-friendly URLs. If the URLs are too long or contain strings of characters, the solution must offer the ability to create a shareable short URL that will direct users to that content.		
M.23	The solution must perform a validity check for URLs that are being inserted into the WYSIWYG and prevent the user from saving the node if it is invalid or duplicated.		
Navigation and Search			
M.24	The solution must support dropdown menus, megamenu, site maps, faceted navigation, tags and breadcrumbs.		

New Corporate Website (CMS) - Mandatory Requirements		Meets the Requirement	Describe how the solution meets the requirement
M.25	The solution must provide the ability to tag content and pull content dynamically based on tags both to relevant pages and to aggregate content based on tags.		
M.26	The user-facing search function must offer: <ul style="list-style-type: none"> <input type="checkbox"/> Multilingual spell-check <input type="checkbox"/> auto complete <input type="checkbox"/> type-ahead input that is contextual to the page the user is on <input type="checkbox"/> terms and connectors search <input type="checkbox"/> advanced search <input type="checkbox"/> ability to filter results 		
IT Security and Privacy Requirements			
M.27	The solution must comply with the Canada's anti-spam legislation (CASL).		
M.28	The Proponent must provide a Soc 2 Type 2 Report upon request from SCC		
M.29	The Proponent must conduct third party audit, assessments, or tests of cybersecurity.		
M.30	The Proponent confirms that all client data is encrypted at rest and in transit. The data must reside in a Canadian data centre.		

Rated Requirements

The following section provides the Rated Requirements.

I. Functional Rated Requirements

New Corporate Website (CMS) - Functional Rated Requirements		Describe how the solution meets the requirement
General Requirements		
R.1	The solution should provide Marketing Automation tools.	
R.2	The solution should be configured with Google Analytics and Google Tag Manager to track traffic and behaviour	
R.3	Editing an existing content's URL should automatically update and republish any pages that contains links to that URL.	
R.4	The solution should provide a customizable search results screen that allows for metadata to be added or removed from being displayed in the search results.	
R.5	The search engine should allow the site administrators to improve its effectiveness (for example, ability to create list of synonyms, use of stemming, etc.).	
R.6	The solution should offer the ability to apply redirects as needed when content is relocated.	
R.7	The search results should support the ability of users to search by language (English, French).	
R.8	The solution should include an automated publishing feature to schedule content for publishing (Live/Stale dating), ensuring content is traceable throughout the review and publishing process.	
R.9	The solution should allow content creators to enter content without needing to manipulate HTML or CSS, providing the ability for entering content with a WYSIWYG that is kept simple to make sure all content is displayed with predefined, acceptable templates.	
R.10	The solution should support search engine optimization (SEO) friendly permalinks.	
R.11	The solution should support the ability to comply with The General Data Protection Regulation (GDPR).	

II. SCC Business Applications Rated Requirements

SCC has leveraged Drupal as a software solution to support internal business processes across multiple branches. The 4 custom built applications that SCC currently hosts on the SCC website are as follows:

I. Central Notification System (CNS)

With their Central Notification System (CNS), the SCC provides a technical platform and collaboration area, on their website, for organizations to inform the public about standards development. The main goal is for other organizations to identify and resolve potential duplication of standards and effort. The content being created by the organizations are named 'Notices of Intent', accessed for public view here: <https://www.scc.ca/en/standards/notices-of-intent>.



II. Other Recognized Document (ORD)

An 'Other Recognized Document' (ORD) is a document developed by a certification body, in the absence of a recognized Canadian standard, to establish safety and performance criteria for a new product. The ORD is intended to provide Regulatory Authorities and industry associations with assurance that a level of safety or performance, which is equal to that of existing standards for similar functions, is being maintained. The SCC is responsible for providing a public view of the ORD which is accessible through the SCC website Search function.

III. Committee Recruiting and Membership

The SCC provides the opportunity to the public to participate in international standardization on the SCC Website here: <https://www.scc.ca/en/standards/participate/committees>. Committee recruitment is a publicly available webform where technical experts can apply to the SCC Membership program.

IV. Scopes of Accreditation

The 'Scopes of Accreditation' demonstrates an organization's competence to manage and perform activities defined by its specific program scope of accreditation. The purpose of this application is to show the activities for which an organization has requested accreditation. Accreditation is a continuous quality improvement process to demonstrate that internationally and/or nationally prescribed standards have been met. The Scopes of Accreditation are accessible for viewing from several areas on the corporate

website, through the Search function or Program landing pages here Program landing pages: <https://www.scc.ca/en/accreditation/find-accredited-or-certified-body> .

(Reference Appendix D for a more detailed description of these 4 business applications)

The Rated Requirements to support these business applications are listed in the following table.

SCC Business Applications Rated Requirements		Describe how the solution meets the requirement
General Requirements		
R.12	The four SCC business applications (CNS, Committee Membership, ORD and Scopes of Accreditation) will be rebuilt in Drupal v9 without changing business functionality.	
R.13	The solution will require the migration of content from Drupal v7 to Drupal v9 including a detailed Quality Assurance check to validate the successful migration of documents.	
R.14	<ul style="list-style-type: none"> ▶ SCC aspires to be able to perform change management (i.e. enhancements, maintenance) on the custom business applications without negatively impacting the general SCC website. Currently, the general website and business applications are part of the same Drupal instance. ▶ SCC is interested in a recommendation from the Proponent for SCC’s ease of access to a database instance that supports the Business Applications and the general website. The Proponent is asked to provide a cost for facilitating SCC’s access to the supported database including warehousing options the Proponent recommends. <p>This cost can be added to Appendix F, Table 1, item No. 2.</p>	
R.15	<ul style="list-style-type: none"> ▶ The solution can provide multi-factor authentication for privileged accounts. 	
Scopes of Accreditation		
R.16	When entering the accredited body, there should be a method to parse the scope PDF and autofill the form fields.	
R.17	Changing the accredited status of an Accredited Body to “withdrawn” should make that body and its scope invisible to the public.	

SCC Business Applications Rated Requirements		Describe how the solution meets the requirement
R.18	Withdrawn organizations should be displayed only to staff with a warning message.	
R.19	Accreditation notices, that are dated from 730 days in the past until the present time, should be displayed in the notices listing.	
R.20	There needs be a two-way relationship between the Accredited Bodies and Accredited Notices. An Accredited Body can have multiple notices. A notice can only have one Accredited Body.	
R.21	Accredited Notices should be able to be created from the Accredited Bodies form to make the relationship between these two content types apparent.	
R.22	Accreditation notices created from the Accredited Bodies form should auto populate notice information.	
R.23	Accreditation Bodies and Notices should be indexed and searchable.	
R.24	Accredited Bodies and their scopes should be able to be entered/edited and displayed in both official languages.	
R.25	Accreditation-related Notices should able to be entered/edited and displayed in both official languages.	
R.26	When viewing an Accredited body, related notices should be displayed.	
R.27	When viewing an Accreditation notice, there should be a link to the corresponding Accredited Body.	
R.28	The organization's attached document is not always called a 'Scope of Accreditation'. This label can be influenced by the accreditation program. Other labels include 'Area of Expertise' or 'Scope of Recognition'. The system must allow the user to select the label (from a predefined list) on a per node basis.	
R.29	For the Standards Development Organization (SDO) accreditation program, the document attached must be an external link to a 'Work Program'. Work Program documents are hosted externally.	
R.30	Entering and editing Accredited Bodies and Notices should be controlled by role-based permissions.	
R.31	The Accredited body entry/edit form will hide, or display fields based on the accreditation program.	
R.32	The Accreditation Bodies entry/edit form should have enough fields to store the information found in the scope document.	
R.33	The Accreditation notices sub-form should have enough fields to store notice-relevant information.	
R.34	Accreditation Bodies Notices must have an admin-only interface for searching based on various criteria.	

SCC Business Applications Rated Requirements		Describe how the solution meets the requirement
Central Notification System (CNS)		
R.35	In the CNS, each organization has its own Content Type (there are 12 organizations). The redeveloped website solution should allow for one content type to accommodate all organizations.	
R.36	The system should provide a landing page for external logged in users that displays the content submitted by their organization.	
R.37	The system should provide the ability for external logged in user to add new content to the website and remain in draft status until approved by staff Member.	
R.38	The system should accommodate for multiple Roles to view and comment on private content submitted by other external logged in users from other organizations.	
R.39	The system should provide the ability for external logged in users to provide comment on content for a scheduled period.	
R.40	The system should notify SCC staff Role and All Members of the Organization for the node when comments have been submitted on content.	
R.41	The system should notify Organization Roles when a node has been transitioned from Draft to Please Published.	
R.42	The system should only allow for authenticated users belonging to an Organization Role to comment on content.	
R.43	The system should accommodate for multiple status options where SCC staff can transition content such as Withdrawn, Standards Activity Complete, Open for comment, Proceeding to development, Potential duplication identified, Proceeding to development - Duplication Resolved, Complaint registered - No duplication identified, Development Cancelled, Archived.	
R.44	The content node within the CNS should automatically populate the start and end date of the comment period based on a Published date.	
R.45	Moderation states for nodes should facilitate who can perform certain functions while a node is in a certain state, such as who can edit, who can view, who can switch to draft and who can moderate.	
R.46	An audit trail is required to track changes to a node.	
R.47	The system should provide the ability to export CNS data including Revision State and Permanent French Link through Excel/CSV downloads or ODBC connector	

SCC Business Applications Rated Requirements		Describe how the solution meets the requirement
Other Recognized Documents (ORD)		
R.48	For ORD, visible content and commenting would be restricted based on a Role.	

III. Management Rated Requirements

It is the Proponents sole responsibility to read the entire solicitation to ensure that it responds to all requirements of this solicitation. Responses in this section will be evaluated based on the same scoring scale as for the Technical and Business Application Rated Requirements. The Proponent must demonstrate how the proposed solution meets the requirement.

Management Rated Requirements		Meets the Requirement	Describe how the solution meets the requirement
Security/Cybersecurity Policies and Practices			
R.49	<p>The Proponent must describe:</p> <ul style="list-style-type: none"> (a) How the Proponent will protect SCC data during the contract. (b) Cybersecurity standards and practices the Proponent follows. (c) How the Proponent employs defence-in-depth security controls. (d) How the Proponent will isolate and secure SCC data during a contract. (e) The Proponent’s incident detection and response capabilities and practices. (f) The Proponent’s practices in securely developing code, software and integrations. (g) The Proponent’s policy and practices for deleting or returning customer data when the contract is completed. (h) what the Proponent does in the event of a data breach and what it does to contain such breaches, including how quickly the Proponent notifies its customer to such an event. 		

Management Rated Requirements		Meets the Requirement	Describe how the solution meets the requirement
R.50	<p>The Proponent must respond to the following questions:</p> <p>(a) The Proponent confirms that multi-factor authentication is required for all privileged accounts, and all access to client data.</p> <p>(b) Does the Proponent have Cybersecurity Insurance?</p> <p>(c) Has the Proponent had a cybersecurity or privacy breach that affected customer data? (if yes, please explain)</p>		
Project Approach and Plan			
R.51	The Proponent must provide scalable options for all aspects of hardware, software, site services, connectivity, and licensing.		
R.52	The Proponent must be ready to start engagement on the SCC Website project 3 weeks from the signing of the contract.		
R.53	<p>The Proponent should include information in their response such as, but not limited to:</p> <p>(a) The solution, approach, or methodology, in response to the Statement of Requirements, including the proposed project management plan complies with the requirements and illustrates a viable solution to the following requirements:</p> <ol style="list-style-type: none"> I. Analyze and recommend the best option(s) for hosting the scc.ca website. II. Implement a Content Management System (CMS). III. Recommend the best option for server configuration (i.e., development/test/staging/production). IV. Design & Development (including all sub elements). V. Migration. VI. Testing. VII. Documentation and training. VIII. Maintenance and support. <p>(b) Illustrates a clear iterative project management process and approach from initiation to completion.</p> <p>(c) Specifies key deliverables based on the requirements.</p>		

Management Rated Requirements		Meets the Requirement	Describe how the solution meets the requirement
	(d) Provides acceptable and realistic performance measurement and a quality control and assurance process. (e) Provides a clear and detailed delivery schedule with preliminary / intermediate and primary deliverables and milestones. (f) Illustrates risk management planning knowledge and capabilities including change management (scope) management and problem-solving techniques.		
Corporate Profile and Previous Project Experience			
R.54	The Proponent must provide details for the following: (a) The process for certifying the developers and partners for contribution to the Drupal community. (b) How the features themselves are certified to operate within the Drupal environment. (c) Industry certifications.		
R.55	The Proponent must demonstrate a minimum of 5 years' experience providing professional services supporting Drupal Website implementations.		
R.56	The Proponent shall describe their corporate profile, clearly demonstrating knowledge and experience in the following areas: (a) Delivery of software solutions, installation and support services to organizations similar in size to the Standards Council of Canada. (b) Demonstrated experience in delivery of professional services for the configuration and integration of software solutions to corporate and/or government customers.		
R.57	The Proponent shall document 3 projects experiences with similar size and scope to SCC's website, implemented with proposed CMS in the last 3 years. These shall include a brief description, timeline, and budget. The description should also elaborate on how the CMS was deployed to reflect the client's visual design brand.		
Licensing and Post Implementation Support			
R.58	The Proponent shall include a description of how support for the Licensed Software will be met during the Contract Period, and the optional periods after deployment. (a) The Proponent proposed Support Plan shall provide a description of their problem reporting and response procedures.		

Management Rated Requirements	Meets the Requirement	Describe how the solution meets the requirement
<ul style="list-style-type: none"> (b) The Proponent proposed Support Plan shall provide a description of the organizational hierarchy and escalation procedures to resolve technical issues. (c) The Proponent proposed Support Plan shall provide a description of the processes and procedures for the handling of enhancement requests and providing expert advice post-implementation. (d) The Proponent proposed Support Plan shall provide a description of the Service Level Agreement objectives and guarantees of minimum interruption of services for security updates, patches, software upgrades, configuration changes and includes a recovery plan. (e) The Proponent proposed Support Plan shall provide details of their compliance to security standards, such as SOC reports, adherence to international standards on protection of data. (f) The Proponent proposed Support Plan shall provide details of their privacy statements, including its application to Canadian privacy laws, and provision of a SOC 2 Type 2 Report upon request from SCC. (g) The Proponent Support Plan shall provide details of any sub-processor partners its uses to provide general software-as-a-service functionality within the cloud environment and details of what information is shared with those partners. 		
<p>R.59 The Proponent will identify where the following contractual points are referenced and addressed in their general software licensing contract:</p> <ol style="list-style-type: none"> 1. Force Majeure. 2. Penalties. 3. Performance Reporting. 4. Complete Documentation set (depending on hosting solution). 5. Project related off ramps. 6. Recovery Time Objective (RTO). 7. Recovery Point Objective (RPO). 8. SLA. 9. Limitation of Liability. 10. Support requirements. 11. Termination clauses. 12. Contract Term. 13. Pricing. 		

Management Rated Requirements		Meets the Requirement	Describe how the solution meets the requirement
	14. Indemnity. 15. Insurance. 16. Survivorability. 17. MFC Pricing. 18. Dispute Resolution. 19. Auto- Renew.		
R.60	The Proponent shall include a description of up to three customer projects where the Proponent has provided professional services for a similar project implementation. The Proponent shall also provide a description of the support model in place at the customer reference project, including the performance standards to be met. The Proponent shall provide up to three reference projects. The Proponent may reference projects described in R55 or R57.		

APPENDIX D: BUSINESS APPLICATION SUMMARIES

i. Central Notification System (CNS)

The SCC provides the technical platform, and the collaboration area on their website, for organizations to inform the public about standards development. The main goal is for other organizations to identify and resolve potential duplication of standards and effort. This notification system is named the Central Notification System (CNS). The content being created by the organizations are named Notices of Intent, accessed for public view here: <https://www.scc.ca/en/standards/notices-of-intent>. For the Continuous Notification System (CNS) the data is sensitive (personal information).

Technical Overview

Individual organizations are responsible for the content and accuracy of the information they submit. The text is presented in the language in which it was provided by the organization. There are approximately 12,000 active unique nodes within the CNS. Of note: one organization is responsible for over 80% of this content. Each organization has its own Content Type; there are 12 organizations. (A capture of the “Manage Fields” screen is provided below).

Label	Machine name	Field type
+ Language		Language selection
+ Title		Node module element
+ Logo (CSA)		Image
+ Standards development organization		List (text)
+ Contact info		Block reference
+ Work Program		Block reference
+ Designation Number		Text
+ Edition/Amendment no.		Text
+ International base document (if applicable)		Text
+ Type of Standard		List (text)
+ Standard Type		List (text)
+ Standard sub-Type		List (text)
+ Standard Development Activity		List (text)
+ ICS Code(s)		Term reference
+ Stage code		Text
+ Stage code start date		Date
+ Status		Term reference
+ Details of resolution		Long text and summary
+ Comment period start date		Date
+ Comment period end date		Date
+ Proponent(s)		List (text)
+ Scope		Long text
+ Project need		Long text
+ Published Standard		File
+ Targeted publication date		Date
+ Submit a comment block		Block reference
+ Posted on		Date
+ Domain access		Domain Access settings.

Permissions vary for each field, depending on Public View, Own Organization View, other Organization view. Each organization also has its own Role within Drupal, with users assigned to that Role.

Some Organization Roles have 1 user assigned, while other Organizations have several users assigned. All Organizations make up less than 100 users combined.

Upon request from the external organizations, SCC IM/IT staff review and approve the request, add the users and assign a role based on predetermined roles for each organization.

When a new organization comes on board, a new content type is created and configured. This involves significant effort for the manual management to set up the user accounts, content type, permissions, pages, and WebForm.

Business Rules and Workflow

Once the content type for the organization is created, the permissions assigned, and the external user account is created:

- external user logs into www.scc.ca to add new content
- the content is placed in a Please Publish state, and internal staff review the content
- internal staff Publish the content to the front end, as per the example at the link below <https://www.scc.ca/en/standards/notices-of-intent/csa/medical-devices-quality-management-systems-guidance-application-iso-13485-2003>
- the opportunity to comment on this content is limited to 15 business days (fields called Comment Period Start Date / Comment Period End Date)
- these dates are currently set manually by SCC staff
- only authenticated users belonging to an Organization Role can comment on the NOI
- comments are sent through Webform to an SCC Staff user

These comments are then manually aggregated by SCC Staff, and sent to the external resource responsible for their organization

- once the comment period is over, the status of the node is transitioned to “Proceeding to Development” by SCC Staff

The status of the node is manually modified by SCC Staff. Status options per node includes:

- Withdrawn
- Standards Activity Complete
- Open for comment
- Proceeding to development
- Potential duplication identified
- Proceeding to development - Duplication Resolved
- Complaint registered - No duplication identified
- Development Cancelled
- Archived

ii. Other Recognized Documents (ORD)

An 'Other Recognized Document' (ORD) is a document developed by a certification body, in the absence of a recognized Canadian standard, in order to establish safety and performance criteria for a new product. The ORD is intended to provide Regulatory Authorities and industry associations with assurance that a level of safety or performance, which is equal to that of existing standards for similar functions, is being maintained. An ORD must be accepted by the applicable Regulatory Authority in order to gain validity.

The SCC is responsible for providing a public view of the ORD; examples include:

- <https://www.scc.ca/en/ord/698>
- <https://www.scc.ca/en/search/ord>

A screenshot to display the content type fields is provided below. There are plans in the future to segment data, and provide role-based access to view, however this functionality is currently not in practice. There are currently ~500 nodes of data using the ORD Content type. The information managed by this application is considered 'unclassified'.

Label	Machine name	Field type
+ ORD Working Title		Node module e
+ Submission Type		List (text)
+ RAAB (Sector)		List (text)
+ Canadian Regulatory Authority		List (text)
+ Additional Comments		Long text
+ Proposed Reference Number		Text
+ Scope		Long text
+ Initial Record		Fieldset
+ Provide the list of existing standards considered		Text
+ Explain How Existing Standards Are Not Adequate For Certification		Long text
+ Outline existing research into potential standards development for this subject that is underway, and projected publication date		Long text
+ Indicate that patent and licensing information or requirements have been reviewed and addressed by the authoring CB		Long text
+ Present the recommendation for future transition of the ORD to a Canadian Recognized Standard		Long text
+ Present evidence that the manufacturer has been made aware of the temporary nature of the ORD		Long text
+ Present evidence that the CB has the applicable technical competence to write the ORD		Long text
+ Explain how the proposed ORD falls within the scope of the selected RAAB(s)		Long text
+ Document Upload		File
+ Reaffirmation / Re-Validation		Fieldset
+ Key Issues		Long text
+ Outline timing and approach needed		Long text
+ Reasons why it has not become a standard		Long text
+ Are editorial changes are expected?		Boolean
+ Summary of proposed technical revisions		Long text
+ Summary of proposed administrative revisions		Long text
+ Supporting rationale for revisions		Long text
+ Superseded / Withdrawal		Fieldset

iii. Technical Committee Recruitment and Membership

The SCC provides the opportunity to the public to participate in international standardization on the SCC Website <https://www.scc.ca/en/standards/participate/committees>.

Committee recruitment is a publicly available webform where technical experts can apply to the SCC Membership program. For Technical Committee Membership Recruitment, the data is sensitive (personal information). The process is initiated when the Technical Committee Representatives send membership opportunities to SCC to post. The SCC Member Services team is responsible for entering the content data into Drupal. The applicants complete the webform and 'submit'. On a weekly basis, the SCC Member Services team downloads the results submitted from the Webform.

There are currently ~500 nodes of content on www.scc.ca Each recruiting technical committee has its own node, and the recruitment webform is Block Reference type in the content type. An example is provided below.

<https://www.scc.ca/en/standards/committees/mc-iso-tc-293-feed-machinery>

Label	Machine name	Field type
+ Language		Language selection
+ Content type		Term reference
+ Committee scope		Term reference
+ Standards Development Organization (International)		Term reference
+ Committee reference number		Text
+ Committee title		Text
+ Scope		Long text
+ Subcommittee of		Node reference
+ For more information		Link
+ Sector		List (text)
+ Harmonized with		List (text)
+ Participation status		List (text)
+ Membership		List (text)
+ This committee is actively recruiting for the following position(s)		List (text)
+ Applicants should be from the following stakeholder group(s)		List (text)
+ Apply to this committee		Block reference
+ Domain access		Domain Access settings.
+ URL path settings		Path module form elements
+ Apply using form below		Block reference
+ Meta tags		Meta tag module form elements.

Below the table, there are sections for adding new fields, existing fields, and new groups. The 'Add new field' section includes a 'Label' input field and a dropdown menu for 'Type of data to store'. The 'Add existing field' section includes a 'Label' input field and a dropdown menu for 'Field to share'. The 'Add new group' section includes a 'Label' input field and a 'group_' input field with a note 'Group name (a-z, 0-9, _)'. At the bottom right, there is a dropdown menu for 'Type of data to store'.

iv. Scopes of Accreditation

The 'Scopes of Accreditation' demonstrates an organization's competence to manage and perform activities defined by its specific program scope of accreditation. The purpose of the 'Scopes of Accreditation' is to show the activities for which an organization has requested accreditation. Accreditation is a continuous quality improvement process to demonstrate that internationally and/or nationally prescribed standards have been met. The information managed by this application is considered 'unclassified'.

The Scopes of Accreditation are accessible for viewing from several areas on the corporate website:

- The search area: <https://www.scc.ca/en/search/laboratories> & https://www.scc.ca/en/search/accredited_bodies
- Program landing pages: <https://www.scc.ca/en/accreditation/find-accredited-or-certified-body>

Of note: "Scopes of Accreditation" is the general term that will be used to refer to the three accreditation types: 'Scope of Accreditation', 'Area of Expertise' and 'Scope of Recognition'. Different accreditation programs can differ on what the accreditation/recognition scope document is called.

ASB members are the primary group responsible for publishing the scopes, although members of Communications and IM/IT are also authorized to manage published scopes, as required. The Drupal platform allows ASB staff to enter scope-related data such as the accredited organization name, accreditation status, and contact information. The scopes data is stored as a 'content type' in Drupal called "Accredited Bodies".

The published scopes of accreditation are attached to Accredited Bodies. From the Accredited Body data entry form, ASB staff create 'accreditation notices" as the organization is assigned a change in accreditation status (i.e., Accredited->Suspended->Withdrawn). Accreditation-related notices are stored in the content type: "Accreditation-related Notices"

The audience of the Scopes of Accreditation can include, but is not limited to:

- Businesses that are developing product that needs certification (in fire safety, for example)
- businesses that are looking for accurate and reliable laboratory testing (such as DNA testing)
- Business looking to be audited and/or certified in Management Systems practices (such as Food Management Systems, Quality Management systems, etc.)
- Accredited bodies that want to ensure their accreditation is displayed properly on www.scc.ca

Label	Machine name	Field type
+ ORD Working Title		Node module e
+ Submission Type		List (text)
+ RAAB (Sector)		List (text)
+ Canadian Regulatory Authority		List (text)
+ Additional Comments		Long text
+ Proposed Reference Number		Text
+ Scope		Long text
+ Initial Record		Fieldset
+ Provide the list of existing standards considered		Text
+ Explain How Existing Standards Are Not Adequate For Certification		Long text
+ Outline existing research into potential standards development for this subject that is underway, and projected publication date		Long text
+ Indicate that patent and licensing information or requirements have been reviewed and addressed by the authoring CB		Long text
+ Present the recommendation for future transition of the ORD to a Canadian Recognized Standard		Long text
+ Present evidence that the manufacturer has been made aware of the temporary nature of the ORD		Long text
+ Present evidence that the CB has the applicable technical competence to write the ORD		Long text
+ Explain how the proposed ORD falls within the scope of the selected RAAB(s)		Long text
+ Document Upload		File
+ Reaffirmation / Re-Validation		Fieldset
+ Key Issues		Long text
+ Outline timing and approach needed		Long text
+ Reasons why it has not become a standard		Long text
+ Are editorial changes are expected?		Boolean
+ Summary of proposed technical revisions		Long text
+ Summary of proposed administrative revisions		Long text
+ Supporting rationale for revisions		Long text
+ Superseded / Withdrawal		Fieldset

Scopes of accreditation (and notices) are entered using the following form (requires permissions):

Create Accredited Bodies

New content: *Your draft will be placed in moderation.*

LANGUAGE
English

SCOPE OF ACCREDITATION (MUST BE IN PDF FORMAT)
[Upload](#) | [File browser](#) | [Remote URL](#) | [Reference existing](#)
 No file chosen

ACCREDITED BODY NAME *

FILE NUMBER *

ASB staff are also able to manage scope content from an admin query page (reference capture below):

- Programming language: php 5.4.16
- Webserver: Apache/2.4.6 (CentOS)
- TLS Termination: nginx/1.16.1
- Caching: Varnish 4
- Database: 5.5.68-MariaDB
- Main contributed modules: Entity Reference, Corresponding Entity References
- Custom modules: SCC Accreditation-related Notices CT, SCC ACC Notices

Workflow/Business Rules

Inserting new scopes

The user would upload a pdf scope file and press the “parse pdf” button. Data extracted from the parse action will then be used to autofill fields in that form. The user would then confirm that information is correct, and then publish the accredited body with the attached scope file.

Editing exiting scopes

The user would use the query functionality in this page to find the organization of the scope that needs updating. The page will present the user with a list that looks like the one below:

<input type="checkbox"/>	Nid	Title	Type	Program	Published	Updated date	Language	Author	Path	Status	As of	Expires on	MS Program Specialty Area	
<input type="checkbox"/>	13	0 In Se IN CC L RY	sting Inc, Bodies	Accredited Laboratories	Yes	2021/04/21	English	Ch Mu	/en/accred testing-serv laboratory	Accredited	2021/03/23	2023/12/10	es/intertek- ek-cortland-	
<input type="checkbox"/>	11	1 Q LT	ATORIES	Accredited Bodies	Product, Process and Service Certification	Yes	2021/04/20	English	Ch Mu	/en/accred service-cert	Accredited	2020/10/07	2021/12/31	rocess-and- ratories-ltd
<input type="checkbox"/>	13	5 H La dr re	bec a ge et de	Accredited Bodies	Laboratories	Yes	2021/04/20	English	Tit Eu	/en/accred quebec-lab reparation	Accredited	2021/04/16	2023/03/06	es/hydro- age-et-de-

From this screen, the user can then click on the title, which would take them to entry to be updated. The update form will be the same as the initial entry form. The user can then re-parse the scope pdf or change any other field manually, and then republish the changes.

Withdrawn organizations: The publishing state in Drupal determines whether an organization and its scope are visible to the public. However, there is also another rule that affects its visibility, and that is the accreditation status. In the edit form, if the status is changed to a status with “withdrawal” in its name, a custom module will override Drupal’s built-in permissions mechanisms to hide this entry from the public even if it published. The content manager will also manually remove the scope attachment from this entry, although that is not strictly necessary because the scope will no longer be visible to the public regardless of publishing state in Drupal.

STATUS *

SCC-enforced withdrawal ▼

Although withdrawn organizations are not visible to the public, they are viewable by SCC staff who have the appropriate privileges.

An example of what that looks like:

Withdrawn bodies are only visible to ASB and IMIT. The general public will get an access denied message.

File Number: 155
 Program: Good Laboratory Practice
 Type of Facility:
 Test Site
 Fields of Compliance:
 Pharmaceutical products
 Program Specialty Area:

Dave B. Sc
 dave. :eutics.com
 +1 4 1716 x214
 +1 4 4847

Creating accreditation notices

From the Accredited Bodies entry/edit, Accreditation notices can be created. The accredited notices functionality is present in a form within the Accredited Body form. To create notices, in most cases, the user only needs to click 2 buttons to create one, without any need to type anything. The custom module code auto populates date and status fields based on Accredited Body data. The user reviews the notice information and clicks on “create notice”

Add new Notice

TITLE *
 Laboratories Inc.

TITLE FR *
 oratories Inc.

FILE NUMBER
 15

STATUS
 Recognized

Status date

YEAR MONTH DAY
 2020 May 24

Create Notice Cancel

Notices are displayed in two locations:

1. The Accredited Body landing page under the scope file:

Scope of Accreditation (pdf) (English)

Notices:

Status: Accredited
Status date: 2021/03/03

2. Notices webpage: <https://www.scc.ca/en/accreditation/notices>

Organization

Program

Status

- Accredited
- Accredited with Self-declaration status
- Recognized
- SCC-enforced suspension
- Voluntary suspension
- SCC-enforced withdrawal
- Voluntary withdrawal

File Number

ENC S INC.
 Statut: Voluntary withdrawal
 Status date: 2021/04/19
 Program: Good Laboratory Practice
 File Number: 15

IE Consulting Group.
 Statut: Voluntary withdrawal
 Status date: 2021/03/15
 Program: Laboratories
 File Number: 158

From the Accredited Bodies entry/edit form, Notices can also be managed with the “edit” and “remove” buttons:

Notices						
Title	Title FR	Status	Status Date	Published?	Operations	
LLC	LLC	Accredited	2021/03/03	Published	<input type="button" value="Edit"/>	<input type="button" value="Remove"/>

APPENDIX E: TECHNICAL EVALUATION CRITERIA

Technical Evaluation Process

Technical Evaluation Process

The technical evaluation for the RFP will consist of five (5) parts:

1. A determination of the compliance of each bid with the mandatory requirements.
2. Each proposal that meets the stated mandatory requirements will be evaluated against the point-rated technical selection criteria. Proponents must achieve a minimum score of 70% (70 points of a possible 100 points) for the point-rated technical criteria as stated in Part B below. Only proposals meeting the minimum amount of points will be considered in the financial evaluation. All others will be eliminated from the bidding process.
3. In the financial evaluation, tendered prices of the qualified bids will be computed as stated in Appendix F: Financial Proposal Template.
4. The Technical and Financial scores will be added to determine a Cumulative Score for each Proponent. Proponents that are within 5 points of the highest Cumulative Score (Technical (max 65 points) + Financial (max 30 points)) will be selected to proceed to the Vendor Presentation stage (Appendix G). Details of the Vendor Presentation will be provided once the evaluation of the Technical and Financial Sections have been completed by SCC.
5. The highest-ranked Proponent will be determined using the highest combined rating of technical merit (65%), cost (30%) and presentation (5%). In the event of a tie, the proposal receiving the highest score for the technical evaluation will be selected.

An Evaluation Committee, consisting of select members of the New Corporate Website RFP Team at the Standards Council of Canada, will be formed to assess all bids received in response to SCC RFP# 2021-14. The committee will be dissolved after the successful completion of their duties in selecting the Proponent with whom SCC will contract for the delivery of a New Corporate Website.

Point-Rated Requirements

Each proposal must demonstrate to the satisfaction of the Evaluation Committee that all stipulated mandatory requirements can be substantiated through the evaluation of the point-rated requirements in the following five (5) categories:

Category		Max. Points
I.	New Corporate Website (CMS) – Mandatory and Functional Requirements	45
II.	SCC Business Applications Rated Requirements	25
III.	Management Rated Requirement – Security/Cybersecurity Policies and Practices, Project Approach and Plan	15
IV.	Management Rated Requirement - Corporate Profile and Previous Project Experience	7.5
V.	Management Rated Requirement - Licensing and Post Implementation Support	7.5
Total Possible Points		100

The point-rated requirements correspond to specific criteria, which have been identified as forming the basis for the accumulation of points in each of the five (5) categories. Each proposal must include a response to each category.

A rating scale of one (1), two (2), three (3), four (4), or five (5) will be used to score each criterion as described below in the Rating Scale Table. The scores for each criterion will be divided by five (5) and multiplied by the weight factor assigned in the table below.

Rating Scale Table

Score	Definition	Description
1	Inadequate and / or Not Responsive	The Proponent did not submit information which could be evaluated against the criteria and/or the Proponent does not demonstrate capability and/or understanding; missing key information.
2	Poor	The Proponent demonstrates minimal capability and/or understanding; poor or limited details provided, and areas not addressed.
3	Adequate / Good	The Proponent demonstrates adequate capability and/or understanding; the information provided does not address some minor areas; overall, the information is relevant and demonstrates a good level of quality and certainty.
4	Very Good	The Proponent demonstrates very good capability and/or understanding; has provided most of the information requested with minor details missing, the information demonstrates a very good level of quality and certainty.
5	Excellent	The Proponent demonstrates expert capability and/or understanding; has provided all the information requested, the information is specific and relevant and demonstrates a high level of quality and certainty.

70 of the possible 100 points must be achieved (70%) for the financial elements of the bid to be evaluated.

APPENDIX F – FINANCIAL PROPOSAL

Financial Evaluation Process

1. Proponents must bid prices as requested in Tables 1 to 4 inclusively and submit as **Attachment 2 – Financial Proposal**.
2. Total cost of the financial bid will be calculated by adding total prices from tables 1, 2 & 3.
3. Proponents must provide a price for each item identified in each table. Ranges (e.g., \$10-\$13) are not acceptable. All figures should be referenced in Canadian currency, pre-tax.
4. Failure to provide all the completed Tables in the Financial Bid will result in the Proponent's Proposal being declared non-responsive.
5. To establish the pricing score, based on a scale of 0 to 30, only bids receiving the minimum 70% of points in the technical evaluation will be considered, from where the lowest bid will receive the maximum amount of points (30) and all other bids will be prorated against the lowest evaluated price and the ratio of 30%.

Score	Criteria for Solution Price Evaluation
30	Lowest Bidder's Price
Prorated Scoring	Other bids will be scored based on the Lowest Bidder's Price as a baseline. All other bids will be prorated against the lowest evaluated price and the ratio of 30%. (Example – lowest bid is \$800 and Proponent submits for \$1,000 – scoring will be 24 points)

Table 1 – Total Price for Professional Services for the Implementation of the Solution

1. For professional services requested by SCC, for the Contractor to implement the solution at a Canadian Data Centre. SCC will pay the Contractor, upon implementation, a firm all-inclusive price as set out below, GST/HST extra.
2. Any and all travel and living expenses incurred to perform the implementation will need to be identified in the table below. SCC will not pay for any travel time.

TABLE 1 FIRM TOTAL PRICE FOR PROFESSIONAL SERVICES FOR THE IMPLEMENTATION OF THE SOLUTION		
ITEM NO.	RESOURCE CATEGORY	TOTAL FEES
Implementation Period Contract award / acceptance to implementation completion		
1	New Corporate Website (CMS)	\$
2	Rebuild SCC Business Applications – [R.12 through R. 48]	\$
3	WCAG 2.0 AA – Document Conversion Cost – [M.1]	\$
4	Other	\$
Total		\$

Table 2 – Software Maintenance and Support

1. The Contractor shall be paid firm annual prices for the Solution maintenance and support services listed below (includes all data centre hosting costs and all licensing costs). Prices are in Canadian dollars, and are FOB destination, Canadian Customs duties and excise taxes included, if applicable, Goods and Services Tax (GST) or Harmonized Sales Tax (HST) extra, as applicable. Payment streams shall coincide with the beginning of the applicable year. These payments will start effective upon the implementation of the solution.

TABLE 2 ANNUAL FIRM PRICE FOR MAINTENANCE AND SUPPORT SERVICES FOR THE SOLUTION FOR THE INITIAL CONTRACT PERIOD				
ITEM NO.	ITEM DESCRIPTION	UNIT OF ISSUE	PERIOD OF ANNUAL SERVICE	FIRM LOT PRICE
1	For all the annual run and maintain costs, including all data centre costs and provision of annual software maintenance and support services for the Solution.	Annual	Option Period 1 3 years	\$
2	For all the annual run and maintain costs, including all data centre costs and provision of annual software maintenance and support services for the Solution.	Annual	Option Period 2 1 years	\$
3	For all the annual run and maintain costs, including all data centre costs and provision of annual software maintenance and support services for the Solution.	Annual	Option Period 3 1 year	\$
Total				\$

Table 3 - Prices for Initial Training Courses

1. For the Initial Training provided to SCC. SCC will pay the Contractor, in arrears, an all-inclusive lot price per course, as set out below, GST/HST extra.
2. The prices are for training conducted on-site at the SCC or virtually.

TABLE 3 TRAINING COURSES - FIRM TOTAL PRICE FOR THE PROPOSED SOLUTION FOR THE INITIAL CONTRACT PERIOD				
ITEM NO.	ITEM DESCRIPTION	QTY	UNIT OF ISSUE	ALL INCLUSIVE LOT PRICE PER TRAINING
1	On-site or Virtual Drupal CMS training (for business and technical staff)	15	Trainees	\$
Total				\$

Table 4 –Total Price for Professional Services on an “As and When” Requested Basis for Contractual Purposes Only

1. For professional services requested by SCC, in accordance with an approved Statement of Work (SOW), SCC will pay the Contractor, monthly in arrears, for actual time worked in accordance with the firm all-inclusive per diem rates set out below, on-site at the SCC), GST/HST extra. Partial days will be prorated based on actual hours worked based on an eight (8) hour workday. SCC will not pay overtime above this defined workday.

2. Any authorized travel and living expenses incurred to perform any authorized work outside the National Capital Region (NCR), will be reimbursed in accordance with the terms of the Contract. SCC will not pay for any travel time.

Note to Proponent: With regards to Table #4 only, the per diem rates posted will be used only for contractual purposes. Table #4 will not be used for bid evaluation purposes.

TABLE 4 FIRM PER DIEM RATE FOR PROFESSIONAL SERVICES FOR THE PROPOSED SOLUTION FOR THE INITIAL CONTRACT PERIOD AND OPTION PERIODS		
ITEM NO.	RESOURCE CATEGORY	FIRM PER DIEM RATE
Contract Period		
1	Project Manager	\$
2	System / Configuration / Programmer Analyst	\$
3	Business Analyst	\$
4	Trainer/Course Developer	\$

APPENDIX G : VENDOR PRESENTATIONS

The presentations are weighted at 5 points and will provide the top Proponent's an opportunity to discuss their solution with representatives of the Evaluation Team and the SCC Management Team.

SCC believes collaboration is key to making this procurement work effectively.

- Through Product Demo / Interviews, SCC will evaluate the Proponent's ability to successfully contribute to a collaborative environment.
- Questions and Use Cases will be provided to each Proponent invited to the interview five (5) days prior to the interview to allow Proponent's to prepare their answers.
- Each Proponent will be provided one (1) hour to respond to the questions.
- Proponents will be provided further details (location, time, material available, etc.) at the time of the interview invitation.

As part of the Proponent selection process, each shortlisted Proponent will be required to a) prepare a presentation that shows how they deployed the proposed CMS solution in a previous project and according to the scenarios outlined below, and b) have their key proposed resources participate in the presentation.

Further to this presentation, additional points will be attributed in the final evaluation as per Part 4.

Scenario One: Content creation, publishing and archiving

1. Creation
 - a. Text
 - b. Image (thumbnail and original)
 - c. Video
2. What you see is what you get (WYSIWYG) editor
3. Show how to assign roles and set permissions
4. Show how to set or trigger a publishing and approval Workflow.
5. Scheduling publication

Scenario Two: Template creation and selection

1. Show end user selecting and modifying a template
2. Illustrate how a non-technical user can create a new template based on an existing template
3. Illustrate how a new template can be created

Scenario Three: Mobile access

1. Show the same site on desktop, tablet and mobile devices
2. Explain how rendering decisions are made

Scenario Four: Multilingual

1. Show how English and French content can be published simultaneously
2. Demonstrate how a third language can be published on an ad hoc basis
3. Explain how changes are tracked

Scenario Five: Project lifecycle - walk through a typical project plan for deploying the new site.

Be sure to cover:

1. Infrastructure planning
2. Integration planning
3. Content management approaches
4. How the SCC team will be involved
5. How knowledge will be transferred from vendor to internal team

APPENDIX H : SAMPLE SERVICE AGREEMENT

SERVICES AGREEMENT No. XXXX

This **Services Agreement** (“**Agreement**”) is made on the * day of *, 20* (the “**Effective Date**”) between *, a corporation duly incorporated (the “**Supplier**”) and **STANDARDS COUNCIL OF CANADA**, a corporation incorporated under the *Standards Council of Canada Act*, R.S.C. 1985, c. S-16 (“**SCC**”).

1. SCC wishes to engage the Supplier to provide certain services; and
2. The Supplier wishes to provide SCC with such services on and subject to the terms and conditions set forth herein.

In consideration of the covenants and agreements herein contained, the Parties covenant and agree as follows:

1. INTERPRETATION

- 1.1 **Definitions.** In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the expressions following shall have the meanings specified below:

Affiliate(s) – Means a Party’s direct and indirect corporate subsidiaries, parents, joint venture partners and affiliates.

Agreement – Means this Agreement and includes any schedules, attachments, amendments, exhibits and Statement(s) of Work referencing this Agreement, or expressly made a part hereof.

Business Days – Monday through Friday, except when any such day occurs on a Canadian statutory holiday.

Change – Has the meaning ascribed to it in Section 3.11.

Claim – Actual or threatened claim, cause of action, civil, criminal, administrative, arbitral or investigative action, suit or proceeding.

Confidential Information – All data, information and materials, whether in written, oral, or in other form, which is not generally known to the public and that has been disclosed or made available by one Party to the other whether prior to or after the Effective Date in connection with the performance or receipt, as applicable, of the Services pursuant to this Agreement, or that is marked as confidential or proprietary or in a similar fashion at the time of disclosure, or if disclosed orally, is stated to be confidential at the time of disclosure, or that the Receiving Party could reasonably conclude to be confidential to the Disclosing Party, including non-public information concerning the Disclosing Party’s customers, business plans, corporate strategies, trade secrets, costs, investments, finances, or technology. For certainty, all SCC Data and SCC IP shall be deemed to be the Confidential Information of SCC and all Supplier Data shall be deemed to be the Confidential Information of Supplier.

Deliverables – All materials, services or work product prepared for and submitted to SCC hereunder by the Supplier or its agents or employees from time to time in the performance of the Services or pursuant to a Statement of Work.

Deliverables Warranty Period – Unless otherwise agreed in a SOW, means the ninety (90) day period commencing after the successful completion of Acceptance Tests for such Deliverable.

Effective Date – Has the meaning ascribed to it in the recitals to this Agreement.

Force Majeure Event – Any failure or delay in the performance of its obligations under this Agreement, if any, to the extent such failure or delay: (a) is caused, directly or indirectly, without fault or negligence of the non-performing Party, by fire, flood, earthquake, acts of God, war, terrorism, explosion, riots, civil disorders, rebellions or revolutions, lawful acts of governmental authorities or any other cause beyond the reasonable control of the non-performing Party; and (b) could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, work-around plans or other means. Force Majeure Events are deemed not to include third party non-performance or the failure of an individual component or group of components (including but not limited to, hardware and software or other equipment or facilities), or Subcontractors used in delivery of the Services except to the extent that the non-performance or failure is caused or contributed to by an event of Force Majeure Event.

Governmental Authority – Means any government, regulatory authority, governmental department, agency, commission, board, tribunal, dispute settlement panel or body, bureau, official, minister, Crown corporation, court or other law-making entity of competent jurisdiction applicable to the Services or the Deliverables.

Intellectual Property Rights or IP – All intellectual property rights, including: (i) rights associated with works of authorship, including copyrights, moral rights, publicity rights, personality rights, and mask-work rights; (ii) trademarks, trade names, service marks, logos and other proprietary designations and the goodwill associated therewith; (iii) trade secret rights; (iv) patents, designs and algorithms; (v) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, licence or otherwise; and (vi) applications, registrations, renewals, extensions, continuations, divisions, reissues or amendments thereof now or hereafter in force (including any rights in any of the foregoing).

Laws – Means applicable laws (including common law), statutes, by-laws, rules, regulations, orders, ordinances, codes, guidelines, policies, notices, directions, decrees, judgments, awards or requirements having force of law issued by any Governmental Authority.

Losses – Any and all losses, liabilities, damages, costs (including taxes), and all related expenses, including reasonable legal fees and disbursements and costs of investigation, litigation and settlement, together with interest and penalties.

Parties – Means, collectively, the Supplier and SCC and “**Party**” means any one of them.

Personal Information – As such term is defined in the *Privacy Act* (Canada) as amended.

SCC Background IP – All: (a) methods, concepts, inventions (whether patentable or not), discoveries, systems, processes (including sales and services processes), techniques, methodologies, concepts, know-how, business strategies (including CRM strategies, product strategies, pricing strategies, product bundling strategies), data, market research and analysis, databases, tools, templates, technology (including software in executable code and source code), documentation, specifications, designs, or any other information, data or materials, and any expressions of the foregoing, developed by, owned by, or licensed to, SCC prior to the commencement of any Service pursuant to this Agreement; and (b) all improvements, enhancements or derivatives to the items described in (a) that are developed by SCC or Supplier in any connection with the performance of the Services under this Agreement.

SCC Data – All data supplied or provided or made available to Supplier (or its Subcontractors) by SCC (directly or indirectly) or available on or through the Supplier (or third party) systems in any connection with the provision of the Services, including all SCC customer information and data (including Personal Information) and all other data generated or derived by, and data collected by or for, SCC in connection with the provision of Services.

SCC IP – Has the meaning ascribed to it in Section 6.1.

SCC Property - Means anything supplied to the Supplier by or on behalf of the SCC for the exclusive purposes of performing this Agreement and providing the Services and Deliverables hereunder and anything acquired by the Supplier in any manner in connection with the provision of the Services or the Deliverables.

Services – Has the meaning ascribed to it in Section 3.1.

Service Fees – Has the meaning ascribed to it in Section 4.1.

Service Levels – Has the meaning ascribed to it in Section 3.8.

Statement of Work (“SOW”) – A document made pursuant to the Agreement, as mutually agreed upon in writing by the Parties, describing the scope of work and related pricing, responsibilities of the Parties and Deliverables.

Supplier Background IP – Means all: (a) methods, concepts, inventions (whether patentable or not), discoveries, systems, processes (including value exchange processes), techniques, methodologies, concepts, know-how, business strategies (including user interfaces, value exchange economics, measurement strategies), data, market research and analysis, databases, tools, templates, technology (including software in executable code and source code), documentation, specifications, designs, or any other information, data or materials, and any expressions of the foregoing, developed by, owned by, or licensed to, the Supplier prior to the commencement of any Service pursuant to this Agreement; and (b) all improvements, enhancements or derivatives to the items described in (a) that are developed by the Supplier independent of the performance of the Services under this Agreement.

Supplier Data – All data supplied or provided or made available to SCC (or its Subcontractors) by Supplier (directly or indirectly), including all customer or technical committee information, all data (including Personal Information) and all minutes of meetings, public review comments and other information generated from or derived out of the Supplier’s accredited standards development process.

Supplier IP – Has the meaning ascribed to it in Section 6.2.

Term – Has the meaning ascribed to it in Section 2.1.

- 1.2 **Schedules.** The following are the Schedules annexed hereto and incorporated by reference and deemed to be part hereof:

Appendix A - Statement of Work
Appendix B - Financial Terms and Conditions

2. TERM

- 2.1 **Term.** The term of this Agreement shall commence on the Effective Date and shall remain in force for XXXXXXXX unless terminated earlier in accordance with the terms of this Agreement (the “Term”).

3. SERVICES

- 3.1 **Services.** Subject to the terms and conditions set forth in this Agreement, the Supplier hereby agrees to provide to SCC the services described in SOW(s) made part of this Agreement and issued from time to time pursuant to the terms of this Agreement (the services described in the SOW(s) issued hereunder from time to time are hereinafter collectively referred to as the “Services”). The Services shall include all services, functions and responsibilities that are inherent, necessary or required for proper performance of the Services
- 3.2 **SOW Services.** Any Service(s) may be provided at SCC’s request at any time in accordance with the provisions of this Agreement by the execution by both Parties of mutually agreed upon SOW(s). Unless a SOW is duly executed by authorized personnel of SCC and Supplier, neither Party shall be bound by it. Supplier will perform the Services (and deliver any Deliverables specified therein) for not more than the maximum charge specified in the applicable SOW(s).
- 3.3 **Statement of Work.** The SOW when executed by both Parties shall be incorporated herein and made a part hereof. The SOW shall specify: (a) the type of Service(s) (b) a description of the scope of Service(s) to be performed by the Supplier; (c) any Deliverables to be provided by the Supplier as part of the Service(s); (d) the basis of payment for the Service(s); (e) the Persons or entities (including Subcontractors) involved in providing the Services and (f) such other terms and conditions as the Parties may wish to include. The SOW shall define the Supplier's responsibilities as detailed in Appendix A.
- 3.4 **Account Management.** Supplier shall designate one “account manager” or “project authority” and at least one backup account manager who will be the primary and secondary contact persons for addressing ongoing needs and concerns of SCC. Supplier’s account managers and key personnel must have experience in managing large accounts. Where a Supplier’s employee is re-assigned, the Supplier will replace with personnel of equivalent competency. Supplier will meet with SCC on a regular basis to review issues such as, but not limited to contract administration issues, service offerings and any other matters relating to this Agreement or a SOW. Supplier will maintain a level of currency on knowledge, business processes and technology that allows SCC to take advantage of the latest in best practices as it relates to the SOW. For the purposes of this Agreement, XXXXXXXX shall be the account manager for SCC and is responsible for directing the Services on behalf of the

SCC and XXXXX shall be the account manager for the Supplier and is responsible for directing the Services on behalf of the Supplier. SCC and the Supplier may, subject to the terms of this Agreement, replace their designated account manager or project authority or key personnel by providing written notice to the other Party.

- 3.5 **Subcontracting.** The Supplier shall be responsible for the work and activities of each of its agents, affiliates and subcontractors (collectively, “**Subcontractors**”), including without limitation compliance or non-compliance with the terms of this Agreement or any SOW. The Supplier shall not use Subcontractors without the prior written consent of SCC for all or any portion of the material aspects of Services. The Supplier shall ensure that each subcontractor agrees to and does comply with the obligations of the Supplier hereunder in respect of SCC’s Confidential Information and security procedures. The subcontracting of any obligations of the Supplier hereunder will not relieve the Supplier from any obligation or liability under this Agreement and, notwithstanding any other provision in this Agreement, the Supplier will remain responsible for all obligations, services and functions performed by Subcontractors to the same extent as if those obligations, services and functions were performed by the Supplier and such work will be deemed to be work performed by the Supplier and the Supplier will be fully liable for all actions, errors, misconduct, and omissions of the Subcontractors as they relate to the delivery of the Services. The representations and warranties of the Supplier set forth in this Agreement will be deemed to apply to all of the Services performed by any Subcontractor as though the Supplier has itself performed such Services. The Supplier will at all times be SCC’s sole point of contact regarding the Services provided under this Agreement, including with respect to payment of the fees.
- 3.6 **Non-exclusivity.** The relationship between the Parties is non-exclusive, except to the extent otherwise expressly set forth herein or a particular SOW. Nothing in this Agreement shall be construed or interpreted to prevent SCC from obtaining from third parties, or providing to itself, any or all of the Services described in this Agreement.
- 3.7 **Regulatory Control.** The Supplier will cooperate and comply with the provisions of any requests or instructions issued by any Governmental Authority, and in a timely manner, agree upon other Services required to support the requests or instructions and make required modifications to the Services and/or this Agreement,.
- 3.8 **Service Levels.** The Supplier agrees to the service levels or performance standards (“**Service Levels**”) in respect of any Services where and if any such Service Levels are set out in the applicable SOW.
- 3.9 **Measurement, Monitoring & Reporting.** The Supplier shall implement and operate measurement and monitoring tools and procedures required to measure and report its performance relative to the applicable Service Levels, if any. The Supplier will provide such reports as specified in the SOW at the frequencies set out therein or as otherwise mutually agreed upon by the Parties at no additional cost. Reports will be available in hard copy and electronically/online. The Supplier also shall provide SCC with information and access to the measurement and monitoring tools and procedures utilized by the Supplier for purposes of audit verification. SCC shall not be required to pay for such measurement and monitoring tools or the resource utilization associated with their use.
- 3.10 **Periodic Reviews.** No more frequently than twice in each contract year (or as otherwise agreed in an applicable SOW), the Parties shall review the Service Levels to ensure that they continue to remain appropriate in all the circumstances. As new technologies and industry practices and processes are introduced, additional Service Levels reflecting industry best practices for those technologies and processes will be established by the Parties. SCC can propose changes to the existing Service Levels and the Supplier will use

best efforts to implement such change in a diligent and expeditious manner. However, no changes to the Service Levels shall become effective until agreed to by both Parties in writing.

- 3.11 **Location.** Unless otherwise approved in advance in writing by SCC and except as otherwise provided in this Agreement or a SOW, no Services will be provided or performed by Supplier at any location outside of Canada
- 3.12 **Change Order Procedure.** (a) During the Term, SCC may request that changes be made to the nature or scope of the Services or this Agreement (“**Change**”). Supplier agrees that it shall consider all reasonable Changes requested by SCC and will not unreasonably refuse to implement any Change. The Parties shall negotiate appropriate changes to the descriptions of the Services and the Services Fees in connection with such changes and shall execute a written amendment to this Agreement that describes the agreement of the Parties concerning such Changes. (b) In the event that a change in applicable laws or requirements of a Governmental Authority requires a Change, Supplier agrees it will make such Change and the Parties shall promptly meet to discuss the necessary Change and to determine an economical and timely solution. All such Changes shall be dealt with and implemented on a priority basis. Not later than ten (10) Business Days after the meeting, Supplier shall submit a detailed statement outlining a proposal to implement the Change and shall submit a detailed statement for the price or cost savings associated with the Change, as well as any impact to the Services or applicable SOW, together with all supporting documents or information. SCC shall confirm its acceptance or rejection of the Change including cost and delay implications promptly after SCC’s receipt of such statement. Once accepted, the Parties shall execute a written amendment to this Agreement that describes the agreement of the Parties concerning such Changes. Any and all Changes requested by the Supplier will be made in accordance with the SOW – Appendix A.4.

4. FEES AND PAYMENT

- 4.1 **Service Fees.** In consideration of the provision of the Services, SCC shall pay Supplier the fees specifically set forth in the applicable Appendices A and B. SCC will not be required to pay the Supplier any amounts for the Services in addition to those set forth herein or in the applicable Appendices, unless the Parties mutually agree in writing to payment of additional amounts. Supplier will be responsible, at its cost, for providing all facilities, personnel and other resources as are necessary to provide the Services, except as otherwise expressly indicated in this Agreement or a SOW.
- 4.2 **Invoice and Payment.** Except as otherwise set forth in Appendices A and B, the Supplier shall invoice SCC monthly by providing to SCC an invoice on the tenth (10th) Business Day following the end of the previous month. SCC shall pay all undisputed invoices within thirty (30) days following receipt of the invoice.
- 4.3 **Expenses.** Unless otherwise specified in a SOW, the Service Fees include all costs and expenses. If the Supplier's employees are required by SCC to incur travel or other expenses and SCC has agreed to reimburse such expenses in writing or otherwise in a SOW, SCC will reimburse the Supplier for its reasonable and pre-approved by SCC travel, lodging, meal and related expenses incurred by the Supplier as are documented by receipts. Expenses that have not been pre-approved by SCC will not be reimbursed. The Supplier shall not seek reimbursement for expenses that are subject to markup, administrative fees, or margin. [***The Supplier agrees to the financial terms and conditions attached hereto as Appendix B.***]

- 4.4 **Records.** Supplier hereby agrees to maintain complete and accurate records, in a form in accordance with sound accounting practices, to substantiate its charges hereunder. Supplier shall retain all relevant records for a period of at least six years from the date of final payment. SCC shall have access to such records for purposes of audit during normal business hours during the term of this Agreement and during the respective periods in which the Supplier is required to maintain such records as herein provided.
- 4.5 **SCC SOW Number.** When requested by SCC, the Supplier hereby agrees to quote a SOW number or identifier as specified by SCC on all invoices. SCC reserves the right not to issue payment for any invoices where the appropriate contract number or identifier is not identified. Notwithstanding anything to the contrary, there will be no late payment charge(s), if any, for such invoice(s).
- 4.6 **MFC Pricing.** The Supplier hereby represents, warrants and covenants that all fees and other amounts charged to or payable by SCC will be at least as low as those charged for similar services and terms provided by the Supplier to other customers and clients ("**MFC Pricing**"), and specifically as it relates to the hourly per diem rate. MFC Pricing shall apply to services provided by the Supplier to the SCC to the extent that such services fall within the scope of the Services and the provision of such services are governed by this Agreement. Upon request by SCC on each quarter commencing on the Effective Date, the Chief Financial Officer, or other senior financial officer of the Supplier, shall provide a written certificate to SCC attesting to compliance with such warranty with respect to agreements with the Supplier's other customer entered into during the year. The fees will be adjusted retroactively by the Supplier to the date the Supplier offered a more favourable price to its other customer during that year to address any discrepancies.

5. TAXES

- 5.1 **Taxes.** The Service Fee and any other cost(s) for the Service(s) includes all excise tax and customs duties; but does not include federal, provincial, harmonized or local taxes. Supplier's invoices will separately itemize all applicable taxes. SCC shall be responsible for payment of all applicable federal, provincial, harmonized or local taxes (other than federal and excise taxes and customs duties and taxes based on the net income of the Supplier) levied or arising on account of the Service(s) provided to SCC pursuant to this Agreement. In the event that there is a rebate or refund of any federal or excise taxes or customs duties, the Supplier shall pay such amount to SCC or SCC, at its option, shall be entitled to set-off such amount against other amounts owing by SCC under this Agreement. In the event that changes in the tax legislation or regulations results in the amount of taxes payable by the Supplier or SCC to decrease after the Effective Date, Supplier will pass on to SCC the full amount of any such decrease, or SCC, at its option, shall be entitled to set-off such amount against other amounts owing by SCC under this Agreement.
- 5.2 **Withholding.** If the Supplier is not a Canadian resident, the Supplier agrees and acknowledges that SCC may deduct from its payment to the Supplier any applicable Canadian non-resident withholding tax imposed by and payable under Canadian law, unless the Supplier has satisfied SCC in writing that any payment under this Agreement is qualified for an exemption under Canadian law before the Supplier invoices SCC.
- 5.3 **Cooperation.** The Parties will cooperate with each other to enable each to determine its respective tax liabilities accurately and to reduce such liabilities to the extent permitted by law. SCC shall be entitled, with the full co-operation of Supplier, to challenge any tax or level of tax imposed or assessed on the Services or on any fee.

6. INTELLECTUAL PROPERTY AND OWNERSHIP

- 6.1 **SCC IP.** SCC is and will be the sole and exclusive owner of all of the following items and property, including all Intellectual Property Rights therein: (a) all SCC Data; (b) all SCC Background IP; (c) all data, information, materials and work product developed by SCC or its subcontractors independent of this Agreement; (d) all data information, materials and work product developed solely by SCC or by subcontractors of SCC under this Agreement; and (e) all data information, materials and work product that the Parties agree in writing is to be owned by SCC (collectively the “**SCC IP**”).
- 6.2 **Supplier IP.** Supplier is and will be the sole and exclusive owner of all of the following items and property, including all Intellectual Property Rights therein: (a) all Supplier Background IP; (b) all data, information, materials, software applications, commercial networking platforms and work product developed by the Supplier or its subcontractors independent of this Agreement; (c) all data information, materials and work product developed by the Supplier or by subcontractors of the Supplier under this Agreement, including all Supplier Data, and (d) all data information, materials and work product that the Parties agree in writing is to be owned by the Supplier (collectively the “**Supplier IP**”).
- 6.3 **License to Supplier.** The SCC hereby grants to the Supplier, a perpetual, non-exclusive, royalty-free, sub-licensable worldwide license to use and distribute any SCC IP and SCC Property in or forming part of a Deliverable.
- 6.4 **Deliverables.** SCC will be the sole and exclusive owner of all Deliverables including all Intellectual Property Rights therein and thereto, and inclusive of all changes, enhancements or modifications thereto, excluding any Supplier IP contained therein. Supplier shall have no right of ownership or any commercial right or other right of any nature over, to, in or otherwise concerning any such Deliverables. Supplier shall treat all Deliverables as the Confidential Information of SCC, except for any Supplier IP contained therein. Title to all Deliverables, except for any Supplier IP contained therein, shall be deemed to have vested in SCC immediately upon creation or development and regardless of the state of completion, and the Supplier hereby transfers, assigns and conveys, and agrees that it shall, to the extent necessary in the future transfer, assign and convey to SCC, in writing and without limitation or reservation, all right, title and interest in and to all Deliverables, including all Intellectual Property Rights and the benefit of all waivers of moral rights, except as noted above.
- 6.5 **Confirmation of Ownership.** Supplier represents and warrants that Supplier has required each person whom has, and shall require from each person that will, in any way contribute to any Deliverables to: (a) assign to Supplier, as and when created, any and all right, title or interest they may have in all Deliverables, including all Intellectual Property Rights arising under the *Copyright Act (Canada)* or otherwise; or (b) obtain the appropriate and necessary licenses, rights and consents to grant to the SCC the rights and benefits in the Deliverables as provided herein. At any time and from time to time Supplier agrees, at no additional cost to SCC, to execute and deliver, or cause to be executed and delivered, to SCC all such documents as SCC may reasonably request or require to evidence the vesting of its rights, title and interest in the Deliverables and Supplier’s compliance with the terms of this Section.
- 6.6 **No Third-Party Materials.** Supplier represents and warrants that no Deliverables delivered prior to the Effective Date contain, and no future Deliverables or other work product to be owned by SCC hereunder shall contain, any third party materials of any kind or nature and that all such Deliverables and work product have been and shall be solely created and developed by Supplier employees unless and to the extent that Supplier shall have obtained from such third party (i) a written assignment from the third party that conveys to Supplier,

without limitation or reservation, all right title and interest, including all Intellectual Property Rights, in and to the third party materials incorporated in the Deliverables or other work product arising under the *Copyright Act (Canada)* or otherwise; or (ii) the appropriate and necessary licenses, rights and consents to grant to the SCC the rights and benefits in the Deliverables as provided herein.

6.7 **Infringement.** The Supplier shall, at its cost and expense, indemnify, defend and hold SCC harmless from all Losses suffered and incurred as a result of any Claim of any nature in connection with any allegation that:

6.7.1. the Services or Deliverables or any other item(s) furnished by the Supplier hereunder;

6.7.2. the use of the Services, Deliverables, or any part thereof by SCC, in accordance with the terms hereof; or

6.7.3. the copying by SCC of any Deliverables or any other item(s) or any part thereof supplied by the Supplier

constitutes an infringement or misappropriation of any Intellectual Property Right of any third party.

6.8 **Obligation.** In the event the Services, any Deliverables or any other item or part thereof furnished hereunder is in the SCC's opinion likely to or does become the subject of a Claim for Intellectual Property Right infringement or misappropriation, at SCC's request the Supplier shall, within thirty (30) days, at its option and expense do one of the following at no additional cost to SCC, but without diminishing the Supplier's obligations under this Agreement:

6.8.1. procure for SCC the right to continue using same in accordance with the terms and conditions of this Agreement;

6.8.2. modify same to become non-infringing provided such modifications meet or exceed the specifications for the item that was modified; or

6.8.3. replace same or the affected part thereof provided such replacement(s) meet or exceed the specifications for the item that was replaced.

6.9 **Injunction.** If the use of the Services, any Deliverables or a part thereof shall be prevented by injunction, or if none of the options set out in Section 6.7 are reasonably available to the Supplier, the Supplier may, but only with SCC's consent, remove same and any other part rendered unusable as a result of such removal. If SCC does not consent to such removal, SCC shall notify the Supplier in writing and may continue to use the same provided SCC agrees to undertake at its expense, the defence of any Claim against SCC and to indemnify the Supplier in respect of any costs or damages only attributable to such continued use, and the Supplier may participate, at its expense, in the defence of any such action if such claim is against SCC.

7. DELIVERY AND ACCEPTANCE

7.1 **Application.** This Article 7 applies to the delivery of Services where and when applicable and as specified in the SOW.

- 7.2 **Delivery.** The Supplier shall deliver all Deliverables by the applicable milestones agreed to in the SOW such that the Deliverables are ready for Acceptance Tests by SCC. Before delivery, the Supplier shall thoroughly test the Deliverables and ensure that they are free from defect and meet the applicable requirements or specifications. Where applicable, the Supplier shall be responsible for transportation, packing, unpacking and insurance applicable to such delivery. All risk of loss of or damage to all applicable Deliverables, or any part thereof, prior to delivery to SCC shall be borne by Supplier.
- 7.3 **Acceptance.** Deliverables shall be subject to acceptance, as specifically set forth in the SOW. Unless otherwise set forth in the SOW, the acceptance criteria for non-software Deliverables shall include a requirement that the Deliverable has been completed in accordance with the good workmanship required hereunder to the reasonable satisfaction of SCC. Promptly after or during the performance of the Acceptance, within 60 days of receipt of the Deliverables ("Acceptance Period"), SCC will notify the Supplier of any deficiencies it finds. The Supplier will use its best efforts to promptly correct the deficiencies at no additional charge. After the Supplier has completed its corrective efforts, SCC will have an additional Acceptance Period to verify if there are any deficiencies (including those that have been corrected). The Deliverable is considered to be accepted by SCC upon notification to the Supplier. Where the deliverable is not accepted SCC may, in its discretion require Supplier to rectify such Deliverable at no additional charge, and if Supplier fails to either rectify such failure after such number of opportunities to do so as SCC may on notice to Supplier: (a) accept all or any part of the Deliverables as the case may be, with an appropriate reduction in cost to SCC reflective of such failure as mutually agreed by the Parties; or (b) reject the Deliverable and terminate the applicable SOW. Upon termination under this Section, SCC will return the applicable Deliverable to the Supplier (or certify it has been destroyed) and the Supplier will refund to SCC any charges paid for the applicable Deliverable.

8. WARRANTIES

- 8.1 **Authorization etc.** The Supplier represents and warrants that: (a) it is an entity, duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation; (b) it has all requisite power and authority and approvals to execute, deliver and perform its obligations under this Agreement; (c) the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by it and any necessary third parties; (d) it is under no obligation or restriction nor will it assume any such obligation or restriction which would in any way interfere or be inconsistent with, or present a conflict of interest concerning, the Service(s) to be furnished by the Supplier under this Agreement.
- 8.2 **Rights to Work.** The Supplier represents and warrants that it has all necessary rights to perform its obligations hereunder and to grant and assign the rights and permissions set out in this Agreement free and clear of all liens, claims, security instruments and encumbrances of any kind or nature whatsoever.
- 8.3 **Compliance with Laws and Security Measures and Policies.** The Supplier represents, warrants and covenants that, during the Term, it will comply with: (a) all Laws applicable to the performance of the Services and the obligations assumed by the Supplier under this Agreement; and (b) all applicable SCC policies and procedures, as same may be amended from time-to-time, including but not limited to SCC's security and privacy policies and procedures. The Supplier agrees that SCC may, depending on specific job requirements, require that any employee or Subcontractor of the Supplier undertake SCC's training courses and testing in connection with the foregoing. SCC shall have the right to deem any such employee or Subcontractor who refuses to undertake such testing or who fails to pass

the required test to be unsuitable for the performance of services, in which case such employee or Subcontractor will not be used in the performance of Services hereunder. SCC will provide Supplier with copies of all applicable SCC policies and procedures.

- 8.4 **Non-Infringement.** The Supplier represents and warrants that to the best of our knowledge, none of the Services, Deliverables or any other materials supplied to SCC (including any use thereof by SCC), or otherwise used by Supplier in the performance of the Services, infringe any Intellectual Property Rights of any other person.
- 8.5 **Virus.** The Supplier represents and warrants that it will use reasonable commercial efforts, utilizing industry standard virus detection applications, to protect the Deliverables prepared for or submitted to SCC hereunder by the Supplier, where applicable, from unauthorized code, computer virus, contaminants or time bombs, including any codes or instructions, that may be used to access, modify, delete, damage, disrupt or disable SCC's computer systems ("**Computer Virus**"). The Deliverables will not contain "disabling codes" or devices that may prevent SCC from using the Deliverables or Services at any time. To the extent that the Deliverables have "product keys" or "expiry codes", the Supplier agrees that it will not use these to prevent SCC from using such at any time, unless SCC is in default of its obligations hereunder.
- 8.6 **Performance.** Without limiting any service level obligations, Supplier will provide the Services with promptness, skill, care, and diligence in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services. In the event that any Service fails to conform to this standard, the Supplier shall re-perform such Services that fail to comply at no additional cost to SCC. The Service(s) will be delivered in a manner designed to cause minimal disruption to SCC's normal business functions. Supplier shall ensure that all Deliverables developed by Supplier shall conform to the applicable requirements set out in the SOW and shall be free of defects or errors in workmanship, and for greater certainty shall repair or replace, at no cost to SCC, any Deliverable or part thereof which does not meet such requirements, so that such Deliverable or part thereof does meet such requirements during the Deliverables Warranty Period (the "**Deliverables Warranty**").
- 8.7 **No Inducements.** The Supplier represents and warrants that it has not given and will not give commissions, payments, kickbacks, lavish or extensive entertainment, or other inducements of more than minimal value to any officer, director, employee, agent or representative of SCC in connection with this Agreement. The Supplier also acknowledges that the giving of any such payments, gifts, entertainment, or other thing of value is strictly in violation of SCC's policy on conflicts of interest, and may result in the cancellation of this and all future contracts between the Parties without any liability or further obligation of SCC.

9. POSTPONEMENT AND CANCELLATION

- 9.1 **Failure to Deliver.** In the event that the Supplier does not deliver any item of Deliverables thereof within 20 Business Days of its specified delivery date for causes not attributable to SCC, SCC may, in the event the Deliverable has been identified as a "milestone" in the SOW and at its option, either:
- 9.1.1. accept delayed delivery, or
 - 9.1.2. send a notice to Supplier cancelling delivery of all or part of the delayed Service(s) and terminating liability and obligations hereunder with respect to any Service(s) not then delivered.

SCC shall have no obligation or liability hereunder with respect to any Service(s) to which delivery has been cancelled pursuant to s. 9.1.2.

- 9.2 **Failure to Meet Requirements.** If, for any reason, except only the fault of SCC, any Service(s) delivered does not meet the Service Levels or performance standards or other specifications, if any, described in the SOW and the Supplier has not corrected, or cannot correct the failure within 20 Business Days after notice of such failure by SCC to the Supplier, SCC shall have the right, at its option, to cancel the SOW involved and the Supplier shall refund to SCC all monies paid in respect of such SOW.

10. TERMINATION

- 10.1 **SCC Termination.** SCC may terminate this Agreement as of the date specified in a notice of termination if:

- 10.1.1. the Supplier commits a material breach (or repeated breaches which regardless of whether the breaches are cured, cumulatively constitute a material breach of this Agreement) of its duties or obligations under this Agreement and fails to cure such breach within thirty (30) days of notice of such breach;
- 10.1.2. there is a sale of substantially all the assets of the Supplier without SCC's prior written consent;
- 10.1.3. any proceeding in bankruptcy, receivership, liquidation or insolvency is commenced against the Supplier or its property, and the same is not dismissed within thirty (30) days; or
- 10.1.4. the Supplier makes any assignment for the benefit of its creditors, becomes insolvent, commits any act of bankruptcy, ceases to do business as a going concern, or seeks any arrangement or compromise with its creditors under any statute or otherwise.

- 10.2 **Supplier Termination.** The Supplier may terminate this Agreement as of the date specified in a notice of termination only if SCC fails to pay undisputed fees invoiced by the Supplier in accordance herewith and fails to cure such non-payment within 60 days of notice of SCC's failure to make such payment and that the Supplier also includes notice that it intends to terminate this Agreements if such failure is not cured.

- 10.3 **Regulatory/Appropriation Termination.** SCC may, without payment of any penalty of any kind, terminate this Agreement, either partially or in its entirety, where (i) required by a Governmental Authority, (ii) in the event that the Supplier fails to cooperate and comply with the provisions of the Change Order Procedure in Section 3.12 with respect to any requests or instructions issued by any Governmental Authority or (iii) in the event any funding to be received by the SCC from any Person (including a Governmental Authority) to fund or assist in the payment of the Service Fees in connection with the Services is reduced, varied or cancelled. For greater certainty, the Supplier acknowledges, agrees and understands that the SCC may receive grants, contributions and financial assistance (or in kind contributions) from a Governmental Authority to assist in funding the Service Fees payable for the Services and that such Governmental Authority may, in its sole and absolute discretion, and without the involvement or consent of the SCC, elect to cancel, vary or terminate such assistance,

such that the Supplier acknowledges and understands the need for the SCC to terminate this Agreement or any SOW issued hereunder in such instances. In connection with any such termination, (i) SCC shall have no liability to the Supplier for amounts in excess of the normal charges performed up until the date of termination; (ii) the Supplier shall use commercially reasonable efforts to reduce any costs associated with any such termination, or partial termination. In no event shall any payment made by SCC to the Supplier include any reimbursements for lost profits or other costs of the Supplier or any of the Supplier's agent(s), supplier(s), or Subcontractor(s). In the event that the Supplier does not provide the necessary assistance in accordance with the Change Order Procedure in Section 3.12 to respond to matters raised by the Governmental Authority in writing or fails to cure non-compliances within the time specified by the regulator, SCC shall have the right to terminate this Agreement for cause and without payment of any penalty or amount of any kind including without limitation unamortized investments or other costs or expenses of the Supplier whatsoever.

10.4 **Return of Assets.** Upon termination or partial of this Agreement, within ten (10) days Supplier shall return all SCC IP, SCC Data , SCC Confidential Information and other assets and materials belonging to SCC (except in the case of a partial termination, Supplier shall not return any such materials as are required in its continued performance hereunder). Alternatively, at SCC's request, Supplier shall certify as destroyed all tangible copies of files, data, assets and other materials belonging to SCC that SCC has directed Supplier to so destroy.

10.5 **Transition Assistance.** Upon the termination of this Agreement as a result of a material breach in accordance with Section 10.1.1 and upon the request of SCC to do so within 30 days before such termination, Supplier shall cooperate with SCC to effect the transition of Services and functions being performed by Supplier to SCC or another location and/or service provider determined by SCC and shall, for a period of time that shall be specified by SCC up to a period that does not exceed twelve (12) months (unless agreed to otherwise by the Parties), provide all such information and transition assistance as is necessary and reasonably requested by SCC to effect the transition and to ensure the continued provision of Services without interruption or adverse effect during the transition period. Any such transition assistance is not included in the Service Fees and shall be charged by Supplier at its then current time and materials rates (or as may otherwise be agreed to by the Parties in writing) and paid by SCC.

11. CONFIDENTIAL INFORMATION AND DATA

11.1 **Disclosure.** During the term of this Agreement, one Party (the "**Disclosing Party**") may make available Confidential Information to the other Party (the "**Receiving Party**").

11.2 **Protection.** The Receiving Party shall use the same degree of care to protect and preserve the confidentiality of the Confidential Information as the Disclosing Party uses in protecting and preserving the confidentiality of its own proprietary or confidential information, but in no event with less than reasonable care. The Receiving Party agrees that it shall not, except to the extent required by law or any regulatory authority having jurisdiction, disclose, communicate, provide or otherwise make available the Confidential Information to any person, firm or corporation. The Receiving Party shall take such security and other precautions as are necessary to prevent unauthorized use or inadvertent disclosure of the Confidential Information to any third party. A Receiving Party shall limit disclosure or dissemination of Confidential Information to those of its officers, directors, employees and professional advisors, and in the case of Supplier approved Subcontractors, to the extent that such disclosure is necessary in connection with its duties and obligations or the exercise

of any rights or privileges granted under this Agreement provided that prior to such disclosure it shall inform such persons and parties of the confidential nature of the Confidential Information and it shall be fully responsible and liable for ensuring that all such persons to whom it discloses the other Party's Confidential Information comply with the confidentiality obligations contained in this Agreement. If a Disclosing Party consents to the disclosure of its Confidential Information by a Receiving Party to a third party, the Receiving Party shall enter into a written confidentiality agreement with the person to whom disclosure on terms that are no less restrictive than the terms hereof.

- 11.3 **Use.** The Receiving Party shall use the other Party's Confidential Information solely for the purpose of, and to the extent necessary in the performance of its obligations hereunder and shall not use the Confidential Information on its own behalf, particularly for its own commercial gain or purpose, except to the extent the Disclosing Party may authorize in writing. Furthermore, the Receiving Party, its agents and employees shall not use the Confidential Information for any unlawful purpose whatsoever or in any manner which is contrary to law. The Receiving Party agrees to inform the Disclosing Party immediately if it gains knowledge or suspects that any unauthorized attempt has been made to gain access to the Confidential Information.
- 11.4 **Copies.** All originals and copies of the Confidential Information, however and whenever produced, shall be and remain the sole property of the Disclosing Party. The Receiving Party will keep a record of the location of all originals and copies of the Confidential Information and, with the exception of electronic data contained in back-up servers, will surrender such originals and copies to the Disclosing Party, or destroy same and provide an officer's certificate of destruction, immediately upon the Disclosing Party's written request.
- 11.5 **Exceptions.** The obligations of the Receiving Party pursuant to this Agreement shall not extend to information that the Receiving Party can establish by written evidence: (a) is or that becomes publicly known through no wrongful act of the Receiving Party; or (b) is properly, to the best of the Receiving Party's knowledge and belief, made available to the Receiving Party without confidential or proprietary restriction from a source other than the Disclosing Party or the Disclosing Party's affiliates; or (c) that the Receiving Party can show was rightfully in its possession without obligation of confidentiality; or (d) information which is approved by the Disclosing Party for disclosure in a written document which is signed by an authorized representative of the Disclosing Party; or (e) is required to be disclosed by law or any Governmental Authority having jurisdiction; (f) that is independently developed without reference to or use of the Confidential Information of the other Party; or (g) was provided by the Disclosing Party for use in the Deliverables further to the Services performed under this Agreement.
- 11.6 **Cooperation.** The Supplier will cooperate and comply with any requests or instructions issued by any Governmental Authority applicable to SCC or SCC's Confidential Information or SCC Data. SCC and the Supplier will, in a timely manner, agree upon and make required modifications to the Services or this Agreement to the extent SCC has determined it is necessary in order to comply with applicable law or to protect its Confidential Information.
- 11.7 **Records.** The Supplier shall keep reasonable records and evidence of compliance with the confidentiality obligations relating to Personal Information and permit the same to be audited in connection with the audit conducted by SCC or SCC's auditors. Subject to the audit restrictions set out in Section 16.1, the Supplier will also provide or make available to SCC such records that SCC reasonably requires to follow up on any complaint SCC has received or any situation where SCC has a reasonable basis for believing that there is or will be a problem or complaint.

- 11.8 **SCC Data.** Without limiting the other terms of this Article 11, the Supplier agrees: (a) Supplier shall only access and process SCC Data to the extent required in the performance of this Agreement and as is directed by SCC; and (b) Supplier acknowledges that SCC Data is Confidential Information for the purposes of this Agreement. Supplier agrees it shall in performing this Agreement comply with all applicable privacy laws and the reasonable instructions of SCC (inclusive of all SCC privacy policies and practices as they relate to the collection, use, storage, protection, and disclosure of SCC Data). Specifically, and at a minimum, Supplier warrants: (i) that it has in place industry standard access controls for versioning, view, modify and delete access and organizational security measures to protect SCC Data against accidental or unlawful destruction or unauthorized disclosure or access; (ii) that it will not access or use SCC Data for any purpose other than as set out in this Agreement; (iii) that it will not transfer SCC Data to any third party other than to secure third party facilities, or for backup purposes or except as otherwise agreed to in writing by SCC; (iv) it will not request Personal Information beyond what is necessary to perform the Services and may only process SCC Data to the extent necessary to perform the Services under this Agreement. If Supplier receives a privacy complaint, inquiry or other notice or communication from an individual, organization or government authority in connection with SCC Data (the “**Complaint**”), Supplier shall promptly notify SCC. Unless otherwise required by law or approved in writing by SCC, Supplier will not respond to the Complaint other than to communicate that the matter will be forwarded to SCC’s privacy compliance office for immediate handling. Supplier shall cooperate fully with SCC in the response to the Complaint. Where Personal Information is disclosed to Supplier in connection with this Agreement, SCC represents and warrants that all such Personal Information is made available in compliance with applicable data protection laws and Supplier may use the Personal Information for the purposes for which it was made available.
- 11.9 **Ownership of SCC Data.** Supplier acknowledges and agrees that as between the parties, SCC is the sole and exclusive owner of all right, title and interest in and to all SCC Data, including all Intellectual Property Rights and other property rights in and to same.
- 11.10 **Security.** Supplier’s security processes and safeguards will be no less rigorous than that a reasonably prudent and diligent commercial entity performing services substantially similar to the Services would undertake.
- 11.11 **Survival.** It is understood that the Parties’ obligations with respect to the Confidential Information will survive indefinitely. The Supplier hereby acknowledges that the terms of this section are reasonable and waives any defence to the strict performance of them by SCC.

12. PERSONNEL

- 12.1 **Personnel.** The Supplier shall furnish competent personnel for the performance of the Service(s) and, where specified in a SOW, shall cause the Services to be provided only by the personnel specified therein, unless replaced with personnel of equivalent competency. SCC’s approval of the Supplier’s personnel is contingent upon the Supplier providing to SCC full and complete references regarding the personnel employment history, education and training at least two business days prior to the personnel’s commencing the provision of Services. The Supplier must disclose to SCC all of the personnel’s employment history relating directly or indirectly to SCC. Entirely at SCC’s discretion, SCC may reject any of the Supplier’s personnel if the reference information provided by the Suppliers, in SCC’s view, insufficient, incomplete or unfavourable to the personnel.

- 12.2 **Security Measures.** The Supplier shall ensure that its personnel (including Subcontractors) comply with SCC's security measures, policies and guidelines communicated to the Supplier from time to time.
- 12.3 **Removal.** Where SCC, in its sole discretion but acting reasonably, deems that an employee or subcontractor of the Supplier is unacceptable, SCC has the right to have such employee or subcontractor removed from SCC account, and the Supplier will so remove such employee or subcontractor promptly.
- 12.4 **Security Clearance.** The Supplier and Subcontractors' personnel will be subject to security clearance prior to being admitted to any of SCC's premises and/or accessing SCC Property (including Confidential Information and/or networks of SCC). In order to obtain security clearance and prior to accessing SCC's premises and/or SCC Property, the Supplier shall provide a personnel-screening form to the Project Authority for each employee and Subcontractor that requires access to SCC's premises and/or SCC Property. SCC shall obtain these forms from the Project Authority and provide to the Supplier.
- 12.5 **Supplier Responsibility.** It is expressly understood and agreed that the personnel furnished by the Supplier to perform any Service(s) shall be and shall remain the Supplier's employees or agents, and under no circumstances are such personnel to be considered employees of SCC. The Supplier assumes full responsibility for the actions of such personnel while performing the Service(s) and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and unemployment insurance, worker's compensation, disability benefits and the like).
- 12.6 **No Solicitation of Employees.** While the Agreement is in effect, the Parties agree not to, directly or indirectly, solicit for employment or hire any employee of the other Party who became known to the hiring Party in connection with the provision of services under this Agreement. Notwithstanding the above, neither Party shall be precluded from hiring any such employee of the other Party who: (a) initiates discussions regarding such employment without any direct or indirect solicitation by the hiring Party; (b) responds to any public advertisement placed by the hiring Party or its retained recruiting firm; or (c) has been terminated by the other Party prior to commencement of employment discussions between the hiring Party and such employee.

13. LIABILITY, INDEMNIFICATION & INSURANCE

- 13.1 **General Liability.** Subject only to the limitations set forth herein, a Party who breaches any of its obligations under this Agreement shall be liable to the other Party for any damages incurred as a result of such breach. The limitations and exclusions set forth below apply irrespective of the cause of action, demand or claim, including, but not limited to, an action, in contract, negligence, tort or otherwise, and shall survive a fundamental breach or breaches and/or failure of the essential purpose of this Agreement.
- 13.2 **Limits on Types of Damages Recoverable.** No Party shall be liable to the other Party for special, indirect, consequential, exemplary or punitive damages, including without limitation, loss of business, profits or revenue, arising out of or related to this Agreement, regardless of the cause of action, whether in contract, negligence, tort or otherwise, and even if such Party has been advised of the possibility of such damages. In no event shall a Party's damages liability exceed the greater of: (a) two million (\$2,000,000) Canadian dollars; or (b) the equivalent of the total dollar amount of Services purchased by SCC pursuant to this Agreement during the twenty-four (24) months immediately preceding the

notice of a Claim hereunder (the “**Damages Cap**”), except where local law, if such local law is found to apply to this Agreement, prohibits any such limitation.

- 13.3 **Exclusions.** The limitations and exclusions set forth in Section 13.2 will not apply to limit or exclude a Party’s liability in respect of: (a) breaches by either Party of its obligations relating to Confidential Information or Personal Information, (b) the Supplier’s termination or refusal to provide the Services in circumstances not permitted under this Agreement; (c) a Party’s indemnification obligations hereunder; or (d) SCC’s obligations to pay undisputed fees or charges related to the Services.
- 13.4 **Supplier Indemnity.** In this section any reference to the Supplier shall be deemed to include the Supplier’s Affiliates, Subcontractors, agents or any other party for whose conduct the Supplier is responsible. The Supplier agrees to indemnify, defend and hold harmless SCC, its respective officers, directors, employees, agents, successors and assigns (each, a “**SCC Indemnitee**”), from and against any and all Losses suffered or incurred by any SCC Indemnitee as a result of or arising out of or in connection with:
- (a) any Claim based upon the infringement by the Supplier of any Intellectual Property Right of a third party;
 - (b) any violation of applicable laws related to the Services by the Supplier
 - (c) grossly negligent, dishonest or wrongful acts by the Supplier or the Supplier’s employees, subcontractors or agents, whether acting alone or in concert with any third party;
 - (d) any third party Claim based upon or resulting from any breach or inaccuracy of any of the representations and warranties made or given by the Supplier in this Agreement;
 - (e) any Claim by any of the Supplier’s Subcontractors, agents and representatives based upon or resulting from any act by or omission of the Supplier;
 - (f) any breach of the Supplier’s obligations related to Confidential Information or Personal Information;
 - (g) the death or bodily injury of any person or the damage, loss or destruction of any real or tangible personal property, caused by the negligence, wilful misconduct or contractual breach of the Supplier; and
 - (h) any fines, penalties or similar charges levied by any governmental or regulatory authorities as result of the Supplier’s acts or omissions in connection with this Agreement.
- 13.5 **Indemnitee Assistance.** SCC agrees to give prompt notice to the Supplier of the assertion of any Claim, damage or injury in respect of which it seeks indemnification hereunder; provided that the failure to give such notice shall not affect or limit the Supplier’s indemnification obligations except to the extent the Supplier is materially prejudiced by such failure. The notice shall summarize the information then available regarding the amount and nature of such Claim, damage or injury in reasonable detail. SCC may participate in the defence at its own expense. SCC shall cooperate with the Supplier in such defence; provided that SCC shall not be obligated to incur any out-of-pocket expenses except to the extent the Supplier agrees in writing to reimburse SCC for such expenses as they are incurred. Without the written consent of the other Party, neither Party may settle any Claim if such settlement involves an admission of liability or wrongdoing on the part of the other Party, or a restriction on the operation of the other Party’s business in the future or would materially adversely affect the business reputation of the other Party.
- 13.6 **Subrogation.** In the event that a Party hereto indemnifies the other Party, the indemnitor shall, upon payment in full of such indemnity, be subrogated to all of the rights of the Indemnitee with respect to the claim to which such indemnity relates.

13.7 **Insurance.** Unless otherwise agreed upon in writing by SCC, the Supplier shall obtain and maintain, at its expense, a policy or policies of:

- (i) Commercial General Liability (“CGL” including personal and advertising injury coverage), with a minimum of \$2,000,000 General Aggregate limit; and \$1,000,000 each occurrence, written on an occurrence form. Insurance shall be written on a world-wide territory.
- (ii) If the Supplier’s employees will enter SCC’s premises, Workers’ Compensation and Employers’ Liability insurance with minimum limits of \$1,000,000 per accident combined single limit for bodily injury and property damage. The Supplier must (1) provide SCC with a Letter or Certificate from the applicable provincial Workers Safety Insurance Board (“WSIB”) which confirms and identifies that it has an open account and the WSIB account number, and (2) provide SCC with a Letter of Clearance from the WSIB which confirms that the Supplier is registered and has satisfied WSIB assessment remittance requirements before receiving from SCC the holdback or final payout.
- (iii) Automobile Liability Insurance with \$1,000,000 coverage limits per accident combined single limit for bodily injury and property damage, including owned, non-owned and hired vehicles.
- (iv) The Supplier will provide Certificates of Insurance at all times naming SCC as "Additional Insured" with respect to general liability coverage for claims against SCC arising from Supplier’s negligence. Supplier’s insurers must be Best’s rated B+, VII or better. Supplier shall provide the Certificates of Insurance, evidencing the required coverage, prior to delivering Services or Deliverables hereunder.
- (v) Policy limits may not be reduced below those required by this Agreement, coverage required to satisfy this Agreement may not be changed, or the policy cancelled with less than thirty (30) days’ prior written notice to SCC. Supplier’s insurance shall be primary with respect to claims made by SCC as additional insured, regardless of any other insurance available to SCC. Suppliers CGL insurance policy shall contain a waiver of subrogation against SCC and its insurance carrier with respect to claims arising from Supplier’s negligence in carrying out its obligations pursuant to this Agreement. It shall be the responsibility of the Supplier to ensure that any of its agents, representatives, Subcontractors, and independent contractors comply with the above insurance requirements. Coverage and limits referred to above shall not in any way limit the liability of the Supplier.

14. DISPUTE RESOLUTION

14.1 **Disputes.** In the event of any dispute or disagreement between the Parties with respect to the interpretation of any provision hereof, the performance of either Party hereunder, under any SOW or Attachment, or any other matter that is in dispute between the Parties related to this Agreement or any SOW or Attachment (a “**Dispute**”), if the Parties cannot resolve a Dispute in the normal course of performance of the Agreement, then either Party may provide the other Party written notice of the Dispute giving particulars of the Dispute (the “**Notice of Dispute**”). The Parties shall first attempt to resolve, within thirty (30) days of the Notice of Dispute, all Disputes by submitting such Disputes to, for discussion and resolution by, the senior management representatives appointed by the Parties and to cause their respective representatives to meet as soon as possible in an effort to resolve

the Dispute. No Dispute shall be considered resolved until both Parties have agreed to the resolution in writing. Each Party's management representative shall mutually agree on the methods by which they shall attempt to resolve any Dispute, such as, for example, telephone and/or video conferences, email and fax communications and/or face to face meetings. Each Party shall pay its own costs associated with this Section.

- 14.2 **Arbitration.** Any Disputes which cannot be settled within the thirty (30) day period referred to in Section 14.1 will be settled by final and binding arbitration pursuant to the provisions of the *Arbitration Act, 1991* (Ontario), provided, however, such shall not be construed to limit or preclude a Party's right to seek equitable relief from a court of competent jurisdiction. A Party wishing to pursue arbitration of the Dispute shall give notice of arbitration to the other Party containing a concise description of the matter submitted for arbitration. The venue for the arbitration shall be in the City of Ottawa, Ontario, unless otherwise agreed to by the Parties in writing.
- 14.3 **Arbitration Parameters.** The arbitration panel will consist of a sole arbitrator mutually agreed to by the Parties within twenty (20) days following the notice of arbitration delivered under Section 14.2. If the Parties are unable to mutually agree upon an arbitrator, each Party shall, five (5) Business Days following the twenty (20) day period referred to above, appoint an arbitrator selector with substantially the same expertise as required for the arbitrator, and the two arbitrator selectors so appointed shall appoint a third arbitrator who shall be the arbitrator and whose decision shall be final and binding upon the Parties; provided, however, that if only one Party has chosen an arbitrator selector within such period, that arbitrator selector shall be entitled to appoint the arbitrator. In the event that the arbitrator selectors are unable to mutually agree upon an arbitrator within ten (10) Business Days, either Party shall be entitled to apply to an Ontario court judge having jurisdiction to select an arbitrator. No individual shall be appointed as an arbitrator unless he or she agrees in writing to be bound by the provisions of this Article. In the event of the failure, refusal or inability of the arbitrator to act, or to continue to act, a new arbitrator will be appointed in his or her stead, which appointment shall be made in the same manner as provided herein. The arbitrator shall be a suitably qualified, impartial person who is experienced in commercial and contractual disputes.
- 14.4 **Decision.** The written decision of the arbitrator shall be final and binding upon the Parties in respect of all matters relating to the arbitration, the procedure, the conduct of the Parties during the proceedings and the final determination of the issues in the arbitration. There shall be no appeal on any ground, including, for greater certainty, any appeal on a question of law, a question of fact, or a question of mixed fact and law. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction over the applicable Party or application may be made to any court for a judicial acceptance of the award and an enforcement, as the law of the applicable jurisdiction may require or allow.
- 14.5 **Costs.** The costs of any arbitration shall be borne by the Parties in the manner specified by the arbitrator in his or her determination.
- 14.6 **Continued Performance.** Both Parties shall continue performing their respective obligations under this Agreement while any Dispute is being resolved in accordance with this section, unless and until such obligations are terminated or expire in accordance with the provisions of this Agreement.

15. EXCUSABLE DELAYS

- 15.1 **Force Majeure.** Failure or delay in performance by the Supplier shall be excused to the extent caused by a Force Majeure Event provided the Supplier notifies SCC immediately

and in detail of the commencement and nature of such a cause and the Service(s) affected thereof, and provided further that the Supplier uses its best efforts to render performance in a timely manner utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are reasonably available. The obligation of the Parties to perform under this Agreement shall be suspended during such event for a maximum period of thirty (30) Business Days. If such event continues beyond thirty (30) Business Days, SCC may, at its option, terminate the Service(s) affected without further notice or liability and the Supplier shall refund to SCC all monies paid in advance in respect of such Service(s).

- 15.2 **No Payment for Unperformed Services.** If the Supplier fails to provide the Services in accordance with this Agreement due to a Force Majeure Event and SCC has not continued to receive the affected Services, for all or any part of the period of excusable delay on the part of the Supplier resulting therefrom, the fees payable thereunder by SCC will be adjusted in a manner such that SCC is not responsible for the payment of any fees or charges whatsoever for Services that the Supplier fails to provide. Where Services are partially performed, or provided, the fees for the period of the Force Majeure Event will be adjusted on an equitable basis.

16. RECORDS & AUDIT

- 16.1 **Records.** The Supplier shall maintain complete and accurate records, in accordance with sound accounting practices, to substantiate its charges hereunder. The Supplier shall retain all relevant records for a period of at least six years from the date of final payment under this Agreement or an applicable SOW. SCC and/or its auditors, or any Governmental Authority, upon reasonable notice to Supplier, and subject to the Supplier's reasonable policies and procedures, shall have the right at any time to audit the Supplier (and all systems and facilities used in the provision of the Services, with the exclusion of the all employee and payroll records, but including all time tracking records) at SCC's cost in order to verify Supplier's compliance with the provisions of this Agreement and to substantiate the fees and charges hereunder. For clarity, excluded from this review SCC reserves the right to use a third-party organization(s) to conduct audits on its behalf. Such a third party organization shall be required to sign a confidentiality agreement reasonably acceptable to the Supplier and agree to observe all reasonable security measures established by the Supplier (except to the extent the same would bar access to Supplier or Supplier Subcontractor facilities and systems to the extent permitted under this Section) and shall use reasonable efforts to cause as little disruption as possible to the Supplier's business.
- 16.2 **Overpayments.** If an audit reveals that the Supplier has overcharged SCC for Services by an amount exceeding or equal to six thousand dollars (\$6000.00), the Supplier shall reimburse SCC the costs of the audit and the amount of any overcharges due retroactively. If an audit reveals that the Supplier has overcharged SCC for Services by an amount less than six thousand dollars (\$6000.00), the Supplier shall reimburse SCC the amount of any overcharges due retroactively. The Supplier shall pay any amount it owes to SCC within thirty (30) days following receipt of SCC's written request for the same including documentation substantiating such overcharges. Such payment shall be credited against amounts invoiced by the Supplier to SCC, or if requested by SCC, paid in the form of a cheque payable to SCC.
- 16.3 **Underpayments.** If an audit reveals that the Supplier has undercharged SCC for Services during the audited period, SCC shall pay the Supplier the difference between what should have been charged and what was actually charged.

- 16.4 **Survival.** This Article 16 shall survive the expiration or termination of this Agreement and shall continue to the sixth (6th) anniversary of the effective date of termination of this Agreement.

17. OTHER TERMS

- 17.1 **Official Languages Act.** The Supplier agrees to comply with the requirements of the Official Languages Act and the Official Languages Regulations.
- 17.2 **Non-waiver.** Failure or delay of any Party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach after demand for strict performance. All waivers must be in writing by the Party waiving its rights.
- 17.3 **Right of set-off.** Without restricting any right of set-off given by law, the SCC may set-off against any amount payable to the Supplier under the Agreement or under any other current agreement. The SCC may, when making a payment pursuant to the Agreement, deduct from the amount payable to the Supplier any such amount payable to the SCC by the Supplier which, by virtue of the right of set-off, may be retained by the SCC.
- 17.4 **Employees of the Supplier.** No employee of the Supplier is admitted to any share or part of the Agreement or to any benefit to arise therefrom.
- 17.5 **No Bribe.** The Supplier declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of the SCC or to a member of the family of such person, with a view to influencing the entry into the Agreement or the administration of the Agreement and that it has not employed any person to solicit or secure the Agreement upon any agreement for a commission, percentage, brokerage or contingent fee.
- 17.6 **Conflict of Interest.** The SCC is subject to a very stringent Conflict of Interest Policy. The Supplier shall submit the complete details of any personal or professional relationship between the Supplier or its affiliates, officers or employees, and a SCC employee, officer or director or family member thereof prior to commencing the delivery of the Services and, if such a relationship arises during the course of the Agreement, upon being made aware of such a relationship.
- 17.7 **Severability.** To the full extent possible each provision of this Agreement shall be interpreted in such fashion as to be effective and valid under applicable law. If any provision of this Agreement is declared by a court or arbitrator of competent jurisdiction void or unenforceable with respect to particular facts or circumstances, such provision shall remain in full force and effect in all other facts or circumstances. If any provision of this Agreement is declared by a court or arbitrator of competent jurisdiction entirely void or unenforceable, such provision shall be deemed severed from this Agreement which shall otherwise remain in full force and effect.
- 17.8 **Compliance.** The Supplier warrants that it has obtained all authorizations, licences and permits, temporary or permanent, required by the Province(s), Territories, State(s) or Countries or by any other Governmental Authorities necessary to perform its obligations hereunder and that same are in full force and effect and shall, when requested, provide SCC with adequate evidence of its compliance with this Agreement. The Supplier shall also comply with all other Federal, Provincial and local laws, rules and regulations affecting

the performance of the Service(s) covered by this Agreement. The Supplier hereby agrees that it will indemnify and hold harmless SCC against any claim arising out of failure by the Supplier to comply with this section. The Supplier shall notify SCC immediately in writing in the event of the revocation, termination or discontinuance of any such authorization or permit. When on SCC's facilities or premises, Supplier and its agents will not use such facilities or premises for any unlawful purpose or act and comply with all of SCC's standard policies and procedures as in effect from time to time, including procedures for security and privacy.

- 17.9 **Relationship.** Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, fiduciary or employment relationship between the Parties hereto nor shall any Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of any other Party. The Parties will remain at all times independent contractors. In no event will either Party's employees, agents or subcontractors be considered agents or employees of the other Party. The Supplier is not engaged for the purposes of the Agreement as an employee or agent of the SCC and agrees to be solely responsible for all payments and/or deductions required to be made respecting employment insurance, workmen's compensation laws of the province where the Services are performed, income tax and/or any payment deductions and remittances required by law in relation to its employees. The Agreement does not constitute any party being the agent of the other, or create between the parties the relationship of partnership or joint venture, and no party has the power to obligate or bind the other party in any manner whatsoever. The Supplier has no authority to and undertakes not to make any representation relating to the SCC, nor give any warranty or representation on behalf of the SCC, without the SCC's prior written authorization. The Supplier will be liable for any and all damages, losses and costs, including special, incidental, consequential, indirect and punitive damages (including lost profits and lost savings) suffered by the SCC as a result of a breach of any of the above undertakings. The Supplier recognizes and acknowledges that any breach or threatened breach of the above undertakings may cause the SCC irreparable harm for which monetary damage may be inadequate. The Supplier agrees therefore that the SCC would be entitled to an injunction to restrain the Supplier from such breach or threatened breach.
- 17.10 **Publicity & Trademarks.** The Supplier shall not use the SCC's name, or reveal the existence of this Agreement or that the Supplier is a service provider or supplier for SCC in any advertising, promotional activities or publicity release without the SCC's prior written consent, provided that the Supplier may make any requisite disclosure under any applicable laws or regulations of any Federal, Provincial or Municipal government or any rule of any regulating body or agency, including any securities commission or security exchange. Notwithstanding any other provisions of this Agreement, the Supplier shall have no right to use SCC's trademark, or trade name or to refer to this Agreement or the work performed hereunder, directly or indirectly, in connection with any product, work, promotion or publication without the prior written approval of SCC.
- 17.11 **Further Assurance, Consents and Approvals.** The Parties shall at all times, and from time to time, and upon reasonable written request to do so, make, do, execute, deliver or cause to be made, done, executed or delivered all such acts, documents, deeds, assurances, instruments and things as may be reasonably required or desirable to give effect to this Agreement and to carry out its provisions.
- 17.12 **Remedies.** The remedies of SCC provided for in this Agreement are neither exclusive nor mutually exclusive and SCC shall be entitled to resort to any such remedies, or any other remedy available to SCC at law or in equity, or some or all in any combination, at SCC's

discretion. No delay or failure of SCC to exercise any right or remedy will operate as a waiver thereof, except where specifically provided herein to the contrary.

- 17.13 **Time of the Essence.** The Parties agree that time is of the essence and the Supplier shall use its best efforts to complete all Service(s) within the scheduled delivery and acceptance dates.
- 17.14 **Governing Law.** This Agreement shall be governed by, subject to, and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without regard to conflict of laws principles that may result in the application of other laws. The Parties agree that, subject to the terms of Article 14, the courts of the Province of Ontario shall have non-exclusive jurisdiction in reference to any applicable matters contained herein. The United Nations "*Convention Relating to a Uniform Law on the International Sale of Goods*," or any similar or successor convention or law, shall not be applied to this Agreement or transactions under this Agreement.
- 17.15 **Interpretation.** In the event of any conflict or inconsistency between the provisions of this Master and any other document (including the provisions of any SOW, policy, documentation or Attachment), then the provisions of the Master shall prevail over the conflicting provisions and govern the interpretation thereof, but only for purposes of such conflicting provisions. Except as otherwise provided herein, none of the obligations of the Parties hereto shall merge upon payment in full by SCC of the fees of the Service(s). In this Agreement: (a) words denoting the singular include the plural and vice versa and words denoting any gender include all genders; (b) all usage of the word "including" or the phrase "e.g.," in this Agreement shall mean "including, without limitation," throughout this Agreement; (c) any reference to a statute shall mean the statute in force as at the date hereof, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated and/or replaced from time to time, and any successor statute thereto, unless otherwise expressly provided; (d) when calculating the period of time within which or following which any act is to be done or step taken, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period shall end on the next business day; (e) the division of this Agreement into separate Articles, Sections, Subsections and Schedule(s) and the insertion of titles and headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement; (f) words or abbreviations which have well-known or trade meanings are used herein in accordance with their recognized meanings; and (g) the terms and conditions hereof are the result of negotiations between the Parties and the Parties agree that this Agreement shall not be construed in favour of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.
- 17.16 **Entire Agreement.** This Agreement, including the SOWs referenced herein, contains the entire Agreement between the Supplier and SCC with respect to the subject matter thereof as of the Effective Date. This Agreement may not be changed or modified except in writing signed by both Parties, and any verbal modification shall be void and of no effect.
18. **ASSIGNMENT.** This Agreement shall be binding upon and ensure to the benefit of the Parties hereto and their respective successors and permitted assigns. SCC may assign or delegate this Agreement to any entity to which it may merge, amalgamate, or otherwise transfer substantially all of its business, outsource or divest particular department, without the necessity of obtaining the Supplier's written consent. Except as may be expressly permitted in this Agreement, neither Party may assign this Agreement or any of its rights, duties or obligations to any person or entity without first obtaining the written consent of the other Party, which consent shall not be unreasonably withheld.

19. **CURRENCY.** All dollar amounts specified under this Agreement refer to the currency of Canada and all dollar amounts owing from time to time under this Agreement shall, unless otherwise specified in a SOW, be payable in Canadian currency and will not be subject to fluctuations based on currency exchange, unless otherwise agreed to by the Parties in writing.
20. **NOTICE.** Any notice, request, demand, consent or other communication provided or permitted hereunder shall be in writing and given by personal delivery, transmitted by electronic mail or sent by ordinary mail, postage prepaid, addressed to the Party for which it is intended at its address specified below, provided, however, that any Party may change its address for purposes or receipt of any such communication by giving ten (10) Business Days prior written notice of such change to the other Party in the manner prescribed above. Any notice so given shall be deemed to have been received on the date on which it was delivered or transmitted by electronic mail, or, if mailed, on the eighth (8th) Business Day next following the mailing thereof. If the Party giving any communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of the mail, any such communication shall not be mailed but shall be made or given by personal delivery. The Supplier hereby agrees to quote the requisite SOW number(s) specified by SCC on all notice, request, demand, consent or other communication addressed to SCC. All notices provided to SCC shall be to the "Attention: Legal Department".

In the case of a notice to the SCC:

Standards Council of Canada
rue 55 Metcalfe Street, Suite, 600
Ottawa, ON K1P 6L5
Attention: Contracting Authority
Email:contracts@scc.ca

In the case of a notice to the Supplier:

XXXXXXXXXXXXXXXXXX

21. **COUNTERPARTS.** This Agreement may be executed by the Parties in several counterparts, including executed counterparts delivered by electronic communication, each of which will be deemed to be an original, but all of which taken together will constitute one and the same instrument.
22. **SURVIVAL.** It is agreed that Section 6 (Intellectual Property and Ownership), Section 8 (Warranties), Section 10 (Termination), Section 10.5 (Confidential Information and Data), Section 13 (Liability, Indemnification & Insurance), Section 14 (Dispute Resolution), Section 16 (Records & Audit), Section 17 (Other Terms), Section 18 (Assignment), Section 20 (Notice), Section 22 (Survival), and any other terms that are expressly stated to survive (indefinitely or for a prescribed period of time), and all other terms which are necessary to give effect to such terms and provisions shall survive any termination or expiration of this Agreement until such time as the Parties may mutually agree to the release of the obligations contained therein.

IN WITNESS WHEREOF, Contractor and SCC have caused this Agreement to be duly executed by their respective authorized officers.

FOR THE SUPPLIER:

_____ **Address:**

Date (YYYY-MM-DD)

FOR THE SCC:

_____ **Address:**
55 Metcalfe Street, Suite 600
Ottawa, ON K1P 6L5

Name/Title
Chief Financial Officer

Date (YYYY-MM-DD)

_____ **Name/Title**
Chief Executive Officer

OR

Corporate Secretary

Date (YYYY-MM-DD)

c.c. Supplier
Accounts Payable
Corporate Administration

Appendix A: Statement of Work