



IDRC · CRDI

International Development Research Centre
Centre de recherches pour le développement international

REQUEST FOR PROPOSAL (“RFP”)

RFP #: 23240003	RFP Title: Media Monitoring Services
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This RFP is subject to the rules on government procurement set out in Chapter 5 of the Canadian Free Trade Agreement (“CFTA”).

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SECTION 1 – INTRODUCTION

The purpose of this section is to provide general information about the International Development Research Centre (“IDRC” or “Centre”) and this RFP.

1.1 IDRC OVERVIEW

IDRC was established by an act of Canada’s parliament in 1970 with a mandate “to initiate, encourage, support, and conduct research into the problems of the developing regions of the world and into the means for applying and adapting scientific, technical and other knowledge to the economic and social advancement of those regions.” A Canadian Crown corporation, IDRC supports leading thinkers who advance knowledge and solve practical development problems. IDRC provides the resources, advice and training they need to implement and share their solutions with those who need them most. In short, IDRC increases opportunities — and makes a real difference in people’s lives. Working with development partners, IDRC multiplies the impact of investment and brings innovations to more people in more countries around the world. IDRC offers fellowships and awards to nurture a new generation of development leaders. IDRC strives for equality in all aspects of its work and supports the generation of knowledge — including by individuals from diverse genders, communities, histories and experiences — that tackles the systems that perpetuate inequalities on the basis of identity. IDRC employs about 375 people at the head office located in Ottawa, Canada and in five (5) regional offices located in New Delhi-India, Montevideo-Uruguay, Amman-Jordan, Nairobi-Kenya, and Dakar-Senegal. IDRC is governed by a board of up to 14 governors, whose chairperson reports to Parliament through the Minister of International Development. For more details visit: www.idrc.ca

1.2 PURPOSE OF THIS RFP

IDRC requests proposals for Media Monitoring Services where requirements are described in section 2, the Statement of Work (“Services”).

1.3 DOCUMENTS FOR THIS RFP

The documents listed below form part of and are incorporated into this RFP:

- This RFP document.
- Annex A- **Section 2: Statement of Work**
- Annex B – Mandatory Requirements Checklist
- Annex C – Rated Requirements Checklist
- Attachment A -Resulting Contract Terms and Conditions

1.4 TARGET DATES FOR THIS RFP

The following schedule summarizes significant target events for the RFP process. The dates may be changed by IDRC at its sole discretion and shall not become conditions of any Contract which may be entered into by IDRC and the selected Proponent.

Event	Date
RFP issue date	See page 1
Deadline for Enquiries	See section 5.1
RFP close date	See page 1
Commencement of Services	April 30, 2024

SECTION 2 – STATEMENT OF WORK (Requirements)

This section is intended to provide Proponents with the information necessary to develop a competitive proposal. The Statement of Work (“SOW”) is a complete description of the tasks to be done, results to be achieved, and/or the goods to be supplied and can be found in Annex A.

SECTION 3 – PROPOSAL EVALUATION

This section describes the process that IDRC will use to evaluate Proposals and select a Lead Proponent.

3.1 EVALUATION COMMUNICATION

During Proposal evaluations, IDRC reserves the right to contact or meet with any individual Proponent in order to obtain clarification of its submission or to gain insight into the quality and scope of relevant services. A Proponent will not be allowed to add, change, or delete any information during the process. IDRC is in no way obligated to meet with any or all Proponents for this purpose.

3.2 EVALUATION METHODOLOGY

IDRC will use the following methodology to evaluate Proposals:

Summary Table:

RFP Section	Requirements	Weighting % A	*Points 0-10 B	Score A x B
3.2.2	Rated Requirements			
	Company section	5		
”	Proposed Solution section	80		
”	Methodology section	5		
3.2.4	Financials			
	Total %	10		

*Points Table:

Points	Points Description
0	Barely addresses any of the stated requirements and completely lacking in critical areas
3	Adequately meets most of the stated requirements. May be lacking in some areas which are not critical
5	Meets most stated requirements
7	Meets all stated requirements
8	Meets all stated requirements and may exceed some
10	Exceeds the stated requirements in superlative and beneficial ways

3.2.1 Step 1 - Mandatory Requirements

Each Proposal will be examined to determine compliance (pass or fail) with all IDRC’s **Mandatory Requirements** as set out in **Annex B**. Non-compliant Proposals will receive no further consideration.

3.2.2 Step 2 - Rated Requirements

Compliant Proposals will be evaluated and attributed points according to the degree to which they meet or exceed IDRC's **Rated Requirements** as set out in **Annex C**.

3.2.3 Step 3 – Presentations/Demonstrations/Interviews

Proponents may be asked to prepare a presentation, to demonstrate online offerings and or to provide additional information prior to the final selection. IDRC reserves the right to supply more information to those Proponents.

3.2.4 Step 4 - Financials

Proponents' Financial Proposals will be scored. The Proponent submitting the lowest price will receive the maximum 10 points on the standard evaluation scale of 0-10. All other Proponents will receive a prorated score out of 10 based on the relative proportion of their price to the lowest price submitted.

RFP Section	Rated Requirements	Weighting A	Points 0-10 B	Score A x B
4.5	Total pricing, exclusive of taxes	10		
	Total %	10		

3.2.5. Step 4 - Final Score

Scores for the shortlisted Proponents' proposals will be calculated, and IDRC may select the Lead Proposal achieving the highest total points ("Lead Proponent"), subject to IDRC's reserved rights.

3.3 PROPONENT FINANCIAL CAPACITY

IDRC reserves the right to conduct an assessment of the **Lead Proponent's** financial capacity. IDRC may request that the Lead Proponent provide proof of financial stability via bank references, financial statements, or other similar evidence. This is a pass/fail test. Pass means that Contract discussions begin. Fail means that the Lead Proponent may not enter into Contract discussions and is disqualified from further consideration. The Lead Proponent must provide this information upon 72 hours of IDRC's request; failure to comply may result in disqualification.

Note: In the case of a joint venture or consortium, each and all members of the joint venture or consortium must provide the information required for their legal form.

3.4 PROPONENT SELECTION

As noted in section 5.8, acceptance of a proposal does not oblige IDRC to incorporate any or all of the accepted proposal into a contractual agreement, but rather demonstrates a willingness on the part of IDRC to enter into negotiations for the purpose of arriving at a satisfactory contractual arrangement with one or more parties.

Without changing the intent of this RFP or the Lead Proponent's proposal, IDRC will enter into discussions with the Lead Proponent for the purpose of finalizing the Contract.

In the event no satisfactory Contract can be negotiated between the Lead Proponent and IDRC, IDRC may terminate negotiations. In such event, if IDRC feels that the Proponent with the second highest score may meet the requirements, IDRC will continue the process with the secondary Proponent, and so on.

Announcement of the successful Proponent will be made to all Proponents following the signing of a Contract no later than 72 days following the award of a Contract. Upon request from an unsuccessful Proponent, IDRC will provide the reasons why that particular proposal was not selected.

SECTION 4 – PROPOSAL FORMAT

Proposal responses should be organized and submitted in accordance with the instructions in this section.

4.1 ORGANIZATION OF RESPONSES

Responses should be organized as follows, where the sections that follow provide more details:

see RFP Section for full details	File	Contents
4.4	1.0	Cover Letter
4.5 Annex B, Annex C	2.0	Technical Proposal including Mandatory Requirements Checklist and Rated Requirements Checklist
4.7	3.0	Financial Proposal
5.9, Annex A	4.0	Objections with reasons regarding the proposed contract terms and conditions included in this RFP

4.2 OFFICIAL LANGUAGES

Proposals may be submitted in English or French.

4.3 COVER LETTER

The Proponent should provide *as a separate file*.

A one (1) page covering letter on the Proponent's letterhead should be submitted and should include the following:

- a. A reference to the RFP number and RFP title.
- b. The Proponent **primary contact person** with respect to this RFP: the individual's name, address, phone number and email address.
- c. A statement confirming the **validity** of the proposal (refer to section 5.4).
- d. A statement confirming the Proponent does not have a **conflict of interest** with this RFP, real or perceived (refer to section 5.7).
- e. The letter **signed** by person(s) duly authorized to sign on behalf of the Proponent and bind the Proponent to statements made in response to the RFP.

4.4 TECHNICAL PROPOSAL

The Proponent should provide *as a separate file*.

4.4.1 Table of Contents

The Proponent should include a table of contents that contains page numbers for easy reference by the evaluation committee.

4.4.2 Response to the Statement of Work

The Proponent **must** provide detailed information relative to:

- a. Each requirement listed in the Statement of Work in Annex A;

- b. Each **Mandatory Requirement** in **Annex B**; and
- c. Each **Rated Requirement** in **Annex C**.
- d. Any other requested information (Annex D)

4.4.3 Mandatory and Rated Checklist

The Proponent **should** create and include a table, of all **Mandatory Requirements** and all **Rated Requirements** listed in **Annex B** and in **Annex C**, that indicates where in the Proponent's Proposal the response to each requirement can be found.

4.5 FINANCIAL PROPOSAL

The Proponent should provide a *as a separate file*.

4.5.1 Financial Requirements

The Proponent **must** provide pricing for all of its proposed Services.

Financial Requirements
a. The Proponent is to state the assumptions underlying its financial proposal.
b. All prices are to be quoted in Canadian dollars (CAD) and be exclusive of the Goods and services Tax (GST) or Harmonized Sales Tax (HST). The GST or HST, whichever is applicable, shall be extra to the prices quoted by the Proponent and will be paid by IDRC. If the Proponent will not be charging IDRC taxes, an explanation should be provided. See the Notes below for more details on taxes.
c. The Proponent must submit a fixed (firm) all-inclusive price. In addition, the Proponent must submit pricing information that indicates how the fixed price was calculated. Including additional years of services.
d. The Proponent shall propose an invoicing schedule if other than providing one (1) invoice upon completion of all Services. <i>Important Note:</i> IDRC's payment terms are NET 30 and IDRC will make no advance on fees.
e. Proponents who must travel to Ottawa for onsite work must indicate if there will be fees chargeable to IDRC. For Non-Canadian Consultants who must travel to Canada, IDRC is required to withhold 15% of fees incurred while working on Canadian soil.

4.5.2 Mathematical Errors

If there are errors in the mathematical extension of unit price items, the unit prices prevail, and the unit price extension is adjusted accordingly.

If there are errors in the addition of lump sum prices or unit price extensions, the total is corrected, and the correct amount reflected in the total price.

Any Proponent affected by mathematical errors shall be notified by IDRC and be given the corrected prices.

SECTION 5 – CONDITIONS

The purpose of this section is to inform the Proponent about IDRC's procedures and rules pertaining to the RFP process.

5.1 ENQUIRIES

All matters pertaining to this RFP are to be referred exclusively to the RFP Authority named on page 1.

No verbal enquiries or verbal requests for clarifications will be accepted.

Proponents should, as much as feasible, aggregate enquiries and requests for clarifications and shall submit them **in writing via email** to the **RFP Authority** by Friday, December 8, 2023, at 11:00 a.m. EDT in order to receive a response prior to the close date. When submitting, Proponents *email subject line* should cite **“RFP # 2324003- Media Monitoring Services”**.

The RFP Authority will provide **all answers to significant enquiries** received on <https://canadabuys.canada.ca/en> without revealing the sources of the enquiries.

In the event that it becomes necessary to revise any part of the RFP as a result of any enquiry or for any other reason, an **Amendment** to this RFP will be issued and posted on <https://canadabuys.canada.ca/en>.

Important note: Proponents must download all RFP documents directly from the Canada Buys. IDRC will not distribute RFP documents that are posted on <https://canadabuys.canada.ca/en>.

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5.2 SUBMISSION DEADLINE

IDRC will only accept proposals up to the closing date and time indicated on page 1.

Important note: Late proposals will not be accepted. No adjustments to proposals will be considered after the closing date and time.

5.3 PROPOSAL SUBMISSION INSTRUCTIONS

Proposals should be submitted in accordance with the instructions in this section.

5.3.1 Method of Sending

The preferred method of proposal submission is electronic, via **email**, in **Microsoft Word** or in **PDF** format to the RFP Authority named on page 1. Proponents *email subject line* should cite **“RFP # 2324003 – Media Monitoring Services”** when submitting via email.

Important Note: Email messages with large attachments can be slowed down in servers between the Proponent’s email and the RFP Authority’s email inbox. It is the Proponent’s responsibility to ensure that large emails are sent sufficiently in advance to be at IDRC by the close date and time. Proponents should use electronic receipt confirmation and or contact the RFP Authority to confirm receipt.

Important Note: The maximum size of an email that IDRC can receive is 10MB. If necessary, Proponents can send multiple emails.

5.3.2 Number of Files

The Proponent’s electronic submission should consist of **four (4) files** (i.e., 4 separate documents) as noted in section 4.

5.3.3 Changes to Submission

Changes to the submitted proposal can be made, if required, provided they are received as an Addendum (or an Amendment) to, or clarification of, previously submitted proposal, or as a complete new proposal to cancel and supersede the earlier proposal. The addendum, clarification, or new proposal should be submitted as per the delivery instructions outlined above, be clearly marked “**REVISION**”, and **must be received no later than the submission deadline**. In addition, the revised proposal should include a description of the degree to which the contents are in substitution for the earlier proposal.

5.3.4 Multiple Proposals

IDRC will accept only one (1) proposal per Proponent.

5.4 VALIDITY OF PROPOSAL

Proposals must remain open for acceptance for **ninety (90) days** after the close date.

5.5 PROPONENTS COSTS

All costs and expenses incurred by a Proponent in any way related to the Proponent’s response to the RFP, including but not limited to any clarifications, interviews, presentations, subsequent proposals, review, selection or delays related thereto or occurring during the RFP process, are the sole responsibility of the Proponent and will not be chargeable in any way to IDRC.

5.6 GOVERNING LAWS

This RFP is issued pursuant to the laws of the province of Ontario and the laws of Canada.

5.7 CONFLICT OF INTEREST

In submitting a Proposal, the Proponent must avoid any real, apparent or potential conflict of interest and will declare to IDRC any such conflict of interest.

In the event that any real, apparent, or potential conflict of interest cannot be resolved to the satisfaction of IDRC, IDRC will have the right to immediately reject the Proponent from consideration and, if applicable, terminate any Contract entered into pursuant to this RFP.

5.8 RIGHTS OF IDRC

IDRC does not bind itself to accept any proposal submitted in response to this RFP, and may proceed as it, in its sole discretion, determines following receipt of proposals. IDRC reserves the right to accept any proposal(s) in whole or in part, or to discuss with any Proponents, different or additional terms to those envisioned in this RFP or in such a Proponent’s proposal.

After selection of preferred proposal(s), if any, IDRC has the right to negotiate with the preferred Proponent(s) and, as a part of that process, to negotiate changes, amendments or modifications to the proposal(s) at the exclusion of other Proponents.

Without limiting the foregoing, IDRC reserves the right to:

- a. seek clarification or verify any or all information provided by the Proponent with respect to this RFP, including, if applicable to this RFP, contacting the named reference contacts;

- b.** modify, amend or revise any provision of the RFP or issue any addenda at any time; any modifications, amendment, revision or addendum will, however, be issued in writing and provided to all Proponents;
- c.** reject or accept any or all proposals, in whole or in part, without prior negotiation;
- d.** reject any proposal based on real or potential conflict of interest;
- e.** if only one proposal is received, elect to accept or reject it;
- f.** in its sole discretion, cancel the RFP process at any time, without award, noting that the lowest or any proposal will not necessarily be accepted;
- g.** negotiate resulting Contract terms and conditions;
- h.** cancel and/or re-issue the RFP at any time, without any liability whatsoever to any Proponent;
- i.** award all or any part of the work to one or more Proponents based on quality, services, and price and any other selection criteria indicated herein; and
- j.** retain all proposals submitted in response to this RFP.

5.9 PROPOSED CONTRACT

Attachment A has been provided as part of the RFP documents so that Proponents may review and become familiar with certain specific conditions that are expected to be adhered to in connection with the provision of Services. While some of the language may be negotiated between IDRC and the successful Proponent, IDRC's flexibility to amend its standard terms and conditions may be limited.

Important note: The Proponent should outline any objections with reasons to any terms and conditions contained in this RFP and include them in its proposal. Failure to identify objections at the proposal stage may preclude Proponents from raising these objections in the course of any future negotiations.

2023-05-10

ANNEX A

SECTION 2 – STATEMENT OF WORK (or REQUIREMENTS)

This section is intended to provide Proponents with the information necessary to develop a competitive proposal. The Statement of Work (“SOW”) is a complete description of the tasks to be done, results to be achieved, and/or the goods to be supplied.

1.2 PURPOSE OF THIS RFP

IDRC requests proposals for Media and Social Media Monitoring Services. The requested services included in this RFP are but not limited to the following:

- 1) Canadian and International Print and Online News Monitoring and Analysis
- 2) Social Media Monitoring and Analysis
- 3) Canadian and International Broadcast Media Monitoring and Analysis
- 4) Transcripts, Audio and Video clips
- 5) Web-based Platform including dashboards

2.1 INTRODUCTION AND PROJECT OVERVIEW

As part of Canada’s foreign affairs and development efforts, the International Development Research Centre (IDRC) champions and funds research and innovation within and alongside developing regions to drive global change. We invest in high-quality research in developing countries, share knowledge with researchers and policymakers for greater uptake and use, and mobilize our global alliances to build a more sustainable and inclusive world. Our head office is located in Ottawa, Canada, while five regional offices keep us close to the researchers and projects we fund. The regional offices are located in Montevideo, Uruguay; Nairobi, Kenya; Dakar, Senegal; Amman, Jordan; and New Delhi, India.

It is important for the IDRC to understand the public environment in which it operates, both locally and internationally, and media monitoring and analysis provides a key mechanism by which the Centre can identify and evaluate media coverage on any given issue(s) relative to the Centre’s objectives, priorities, initiatives as well as the Centre’s reputation. This information is integral in the understanding of the public perceptions related to IDRC and its programming. Monitoring of Canadian and Worldwide print and broadcast media, internet news sources and social media conversations on widely used platforms such as X, Facebook, LinkedIn, and Youtube, is a critical function in the support of IDRC’s efforts to identify and track up to date and current representation of IDRC and its Programs as reported on media and social media platforms. Information gathered through media and social media monitoring and analysis informs strategic communication advice and activities. Additionally, Canadians expect the IDRC to be accountable for delivering on its commitments, and it should be expected that the performance of IDRC’s corporate communications efforts are measured in a quantifiable manner. Media and social media monitoring provide a valuable mechanism by which to assess the impact of communications and outreach efforts and measure performance against stated objectives (such as reach, engagement, and volume of mentions).

2.2 BACKGROUND

The overall intent of the services sought is to provide the IDRC Corporate Communications Division with a tool to monitor, analyze, and aggregate media content and conversations on social media (social listening), to help the Division summarize data, identify issues and trends, and track performance.

The Centre is looking for a proponent that can meet the following criteria:

- Ability to create customizable dashboards to summarize, monitor and follow themes, issues, and initiatives, based on search queries and keywords combinations (including advanced query combination logic such as Boolean), to analyse media and social media content. The Dashboards should be visually appealing and present results in a user-friendly way and allow for filtering of results. The ability to share these dashboards would be an asset.
- Ability to perform ad-hoc topic and theme analysis, in addition to reoccurring reports
- Ability to aggregate, filter, and analyse online, radio, television, and print news content in Canada and internationally, in both French and English.
- Provide daily online continuous monitoring of news sites both Canadian and International including newspapers, radio, television, magazines, blogs, and forums according to keywords and subjects of interest as defined by the Centre's Corporate Communications Team.
- Provide a platform allowing for aggregation, filtering, and analysis of social media posts and conversations based on search queries and keywords, where permissible under privacy laws, including but not limited to X, Facebook, YouTube, LinkedIn, blogs, chatrooms, message boards, social networks and video and image sharing websites, providing metrics such as volume, reach, engagement, and sentiment.
- Ability to track mentions of IDRC social media channels as well as monitor and assess competing channels.
- Ability to measure social echo pertaining to media content (i.e., how often an article has been shared or amplified on social media platforms).
- Ability to identify key journalists, influencers and opinion leaders, such as reporters, social media influencers or bloggers, and manage contact and other information such as geographical location, beat, topics, and language.
- Ability to generate graphs and other visual representations to illustrate trends, comparative metrics, etc.
- Ability to identify, curate, and track specific audience or platform segments, such as specific organizations, VIPs, and opinion leaders (social media), top tier or regional media outlets (media), and exclude IDRC accounts.
- Ability to export data related to media and social media content and metrics (at minimum in Excel format).
- Ability to provide historical media and social media data (minimum 12 months)
- Real-time monitoring of Canadian and International media coverage in French and English, including a list of key outlets monitored and total number of news sources monitored.
- Ability to analyze social media activity by and not limited to: region, platform, language, keyword, theme, influencers/VIPs, engagement, and reach.
- Ability to distribute curated results and summaries, including daily email reports and scheduled alerts, including full text (social media) and summaries with links to full-text articles (media) of curated content, to at least 200 email addresses.
- Provide closed caption and/or verbatim transcripts, audio and video clips from Canadian and International radio and television programming.
- As an asset, provide API connectivity to other data aggregation and analysis tools

2.3 DESCRIPTION AND SCOPE OF WORK

2.3.1 Project Scope

In Scope:

The proponent should have an established customer base and proven track record in providing the services outlined in this RFP. The Proponent services must include monitoring of a broad range of news media sources in Canada, our Regional Offices and Internationally. The results must be delivered via a web-based platform in the following formats:

- a) Full content (If available and where licensing permits): and/or
- b) A link to the website/online source containing the content; and/or
- c) A short summary of the content along with a link to the website/online source containing the content.

News media sources must be monitored 24 hours a day, 7 days a week. The monitoring must allow the use of advanced search techniques to ensure accuracy of results.

The Proponent must provide a social media monitoring service that continuously monitors social media content in near real time and provide web-based analysis, metrics, and reporting capabilities.

The services at a minimum must include:

- a) Be available 24 hours a day, 7 days a week, 365 hours a day.
- b) Track and analyze social media conversations in English and French
- c) Monitor blogs, social networking sites including Facebook and Twitter, forums and message boards, traditional news websites, media sharing websites (video, photos, and user-generated content websites including YouTube) and monitoring engagement with influencers.
- d) Allow custom selection of topics and sources; also allow the user to search for and generate new topics of interest (versus selecting from pre-determined topics and sources).
- e) Allow the user to apply country, language, and other parameters to search results.
- f) Allow advanced keyword and query combination logic, such as Boolean
- g) Identify key journalists, top influencers, and opinion leaders.
- h) Allow the user to perform historical searches up to a minimum of twelve (12) months.
- i) Report on statistics/media metrics including but not limited to volume, reach engagement, trends by topic; followers; sentiments/tone of the posts; geographical location; media source/type; social echo etc.
- j) Allow the user to download the data in a CVS format and/or excel spreadsheet format.
- k) Create customized dashboards for real-time monitoring of topics as well as temporary ad-hoc reports
- l) Create immediate and scheduled news alerts, newsletters, and reports.
- m) The provider shall be able to comply with global regulatory frameworks governing social media data access and sharing.

- n) As an asset, provide verbatim transcripts (not closed captioning) for broadcast audio and video clips on an as and when requested basis or on an automatic basis from across Canada and Internationally, including the date, time of the broadcast, program name, and length of the program, station, city, reporter(s) and interviewee(s).

Analysis of Data

The proponent must provide access via the web-based platform to the designated users and grant the ability to generate media and social analysis reports, including customizable dashboards.

Reports must be provided in accordance with a chosen schedule (daily, weekly, monthly) and contain analytics pertaining to media and/or social media coverage over a specified period (previous week, previous day, same day etc.) in relation to an issue, range of issues or other query-based filtering criteria, and should contain objective data in relation to quantity, scope, type, tone, and frequency of media coverage in relation to specific stories/issues. The Centre must be able to access these reports through the platform.

The format and required details of the analysis reports may include:

- Location and frequency of media coverage.
- Type, source, and frequency of media coverage.
- Tone and sentiment of the coverage

2.3.2 Customer Support

The proponent must provide implementation support and training and on-going customer support. The proponent must be available to respond to requests from the Centre between 8:00 am and 5:00 pm EST Monday through Friday, at a minimum.

2.4 IDRC RESPONSIBILITIES, SUPPORT, AND REPRESENTATIVES

IDRC will identify a **Project Authority** to whom the successful Proponent will report during the period of a resulting Contract. The Project Authority will be responsible for coordinating the overall delivery of service, providing as required direction and guidance to the Proponent, monitoring Proponent performance and accepting and approving Proponent deliverables on behalf of IDRC. The Project Authority will ensure that appropriate subject matter experts from within IDRC are available to the Proponent to discuss and provide content material, as well as facilitate cooperation with regional IDRC staff and other stakeholders, as required.

IDRC will identify a **Contracting Authority**, who will oversee a resulting Contract throughout its lifecycle, in conjunction with the Project Authority and the Proponent, create amendments for any changes to a resulting Contract, and answer questions on terms and conditions.

2.5 LOCATION OF WORK AND TRAVEL

Due to the type of Services required, the successful Proponent will be able to work from its own location. IDRC will not provide onsite facilities for the Proponent, other than providing facilities for on-site meetings.

2.6 PERIOD OF A RESULTING CONTRACT

IDRC intends to enter into an agreement for two (2) years, commencing on May 1, 2024, with an option to renew, at IDRC's discretion, for four (4) two (2) year terms. At the time of renewal, the pricing terms will be revisited.

ANNEX B – Mandatory Requirements Checklist

INSTRUCTIONS:

As stated in **Section 3.2.1 Mandatory Requirements**, to qualify as an eligible Proponent, you must meet all the following requirements.

PART 1: *General Mandatory Requirements of this RFP*

These general Mandatory Requirements will be confirmed by IDRC:

#	Mandatory Requirements
Mi.	Met submission close date and time
Mii.	Included all required files

PART 2: *Statement of Work Mandatory Requirements*

As stated in **Section 4.6 Response to the Statement of Work**, the Proponent **must provide detailed information relative to each mandatory requirement**. Indicate in the table, where in the Proponent's Proposal the response to the mandatory requirement can be found:

Mandatory Requirements in Response to the Statement of Work:

#	Mandatory Requirements	Compliant (yes or no)	Response
	COMPANY		
M1.	<p>Company - Executive Summary</p> <p>The Proponent shall include a short executive summary highlighting the following:</p> <p>a. a description of the company outlining:</p> <ul style="list-style-type: none"> • the Proponent's business and specializations • the location of its head office and other offices (specify city and province only) • the total number of years the Proponent has been in business. <p>b. a brief summary of what makes the Proponent's organization stand out from its competitors.</p>		
	RESOURCES		
M2.	<p>All Proposed Resources - Outline</p> <p>The Proponent shall outline <i>all proposed resources</i> ("delivery of services personnel" and other resources) to be used in completing the project and include:</p> <p>a. their roles, structure and reporting relationships</p> <p>b. name, title, telephone #, email address</p>		

M3.	Platform Functionality The Proponent shall provide a web-based platform with the ability to create customizable dashboards to summarize, monitor and follow themes, issues, and initiatives, based on search queries and keywords combinations (including advanced query combination logic such as Boolean), to analyse media and social media content.		
M4.	Platform Functionality The Proponent shall provide a web-based platform with the ability to export data related to media and social media content and metrics (at minimum CSV or Excel format).		

ANNEX C – Rated Requirements Checklist

INSTRUCTIONS:

As stated in **Section 3.2.2 Rated Requirements**, the following requirements will be evaluated according to the degree to which they meet or exceed IDRC's requirements.

As stated in **Section 4.6 Response to the Statement of Work**, the Proponent **must provide detailed information relative to each Rated Requirement**. Indicate in the table, where in the Proponent's Proposal the response to the Rated Requirement can be found.

RATED REQUIREMENTS:

Rated Requirements in Response to the Statement of Work:

#	Rated Requirements	Weight	Response
	COMPANY	5	
R1.	<p>Experience</p> <p>The Proponent must have a minimum of two (2) years' experience within the last three (3) years in the monitoring and analysis of a broad range of online media, including Canadian and International news sites (newspapers and magazines), Canadian and International Broadcast news sites and Online Forums in real time.</p> <p>The Proponent must have completed the work itself (does not include the experience of any proposed subcontractor).</p> <p>To demonstrate this experience, the proponent must identify two (2) previous projects where these services were provided, within the last three (3) years. The following information must be provided in your response:</p> <ol style="list-style-type: none"> 1) Brief description of the work undertaken, including start and end dates. 2) Who the services were provided too, including the name of the client's organization and contact information. 	5	
	Proposed Solution	80	
R2	<p>Platform Access</p> <p>The Proponent shall provide simultaneous user access to a web-based media/social media monitoring platform for at least 10 authorized IDRC staff members.</p>	2	
R3	<p>Platform – Ad-Hoc Reporting</p> <p>The platform provided by the Proponent shall provide the ability to perform ad-hoc topic and theme analysis, in addition to reoccurring reports/dashboards.</p>	3	
R4	<p>The proposal must confirm that its proposed solution has the ability to aggregate, filter, and analyse online, radio, television, and print news content in Canada and internationally in both French and English. Additional languages will be considered an asset.</p>	4	
a)	<p>The proposal must describe how the proposed solution provides daily online continuous monitoring of news sites both Canadian and International including newspapers, radio, television, magazines, blogs, and forums according to keywords and subjects of interest as defined by the Centre's Corporate Communications Team.</p>	4	
b)	<p>The proposal must describe how the proposed solution provides the ability to measure social echo pertaining to media content (i.e., how often an article has been shared or amplified on social media platforms).</p>	2	

c)	The proposal must describe how the proposed solution provides the ability to identify key journalists, influencers and opinion leaders, such as reporters, social media influencers or bloggers, and manage contact and other information such as geographical location, beat, topics, and language.	4	
d)	The proposal must describe to what extent the proposed solution can provide closed caption and/or verbatim transcripts for audio and video clips from Canadian and International radio and television programming.	2	
e)	The proposal must describe how the proposed solution provides the ability to identify, curate, and track specific audience or platform segments, such as specific, top tier or regional media outlets.	3	
f)	The proposal must describe to what extent the solution provides the ability to retrieve historical news media data (minimum 12 months).	2	
g)	The proposal must describe how the proposed solution provides metrics based on news media activity such as but not limited to volume, reach, trends by topics, sentiment, geographical location, media source, etc.	4	
e)	<p>Coverage</p> <p>The proposed platform must allow the user to monitor:</p> <ul style="list-style-type: none"> a) A minimum of 100 Canadian newspaper sites; and b) A minimum of 50 Canadian television news sites. c) A minimum of 100 Canadian radio sites; and d) A minimum of 20 countries around the world <p>To demonstrate they meet this criterion, the proponent must provide a list of all Canadian and International newspapers, radio and television news sites monitored, broken down by location.</p> <p>Must have access to and monitor, print, and broadcasting news sources in Canada and Internationally. To demonstrate this ability, please provide a list of at minimum 40 International news sources monitored internationally</p>	4	
R5	<p>Platform Availability and Customer Support</p> <p>The platform provided by the Proponent shall be available for IDRC access 24 hours a day, 7 days a week, 365 hours a day.</p> <p>The Proponent must confirm that they have the ability and the resources to provide implementation support, training, and ongoing customer support from (at a minimum) 8:00 am to 5:00 pm EST Monday-Friday</p>	3	
R6	The proposal must confirm that its proposed solution provides the ability to aggregate, filter, and analyse social media posts and conversations based on search queries and keywords, including but not limited to X, Facebook, blogs, chatrooms, message boards, social networks and video and image sharing websites, and provide metrics such as volume, reach, engagement, and sentiment.	4	
b)	The proposal must confirm that its proposed solution provides the ability to analyze social media activity by and not limited to: region, platform, language, keyword, theme, influencers/VIPs, engagement, and reach.	3	
b)	The proposal must describe how the proposed solution provides the ability to identify, curate, and track specific audience or platform segments, such as specific organizations, VIPs, and opinion leaders, and exclude IDRC accounts.	3	
e)	The proposal must describe to what extent the solution provides the ability to retrieve historical social media data (minimum 12 months).	2	

f)	The proposal must describe how the proposed solution provides metrics based on social media activity such as but not limited to volume, reach, trends by topics, sentiment, geographical location, platform, engagement, followers, etc.	4	
R7	The proposal must demonstrate the proposed solution's ability to generate graphs and other visual representations to illustrate trends, comparative metrics, etc.	2	
R8	The proposal must demonstrate to what extent the proposed solution provides API connectivity to other data aggregation and analysis tools	2	
R9	The proposal must demonstrate the proposed solution's ability to distribute curated results and summaries based on topics of interest, including daily email reports and scheduled alerts, including full text (social media) and summaries with links to full-text articles (media) of curated content, to at least 200 email addresses.	2	
a)	Search Terms The Proponent must confirm that their proposed solution has the ability to allow user(s) to setup and save multiple topics containing an extensive number of search terms to monitor content.	4	
R10	The Proponent must confirm that the proposed system has the capability to save all queries for later use.	4	
R11	The Proponent must provide samples of dashboards to illustrate the visual appearance and ease of understanding of the data being pulled.	2	
R12	The Proponent must provide as part of their proposal a description of the onboarding and training process and the time commitment required by both the proponent and the Centre.	3	
R13	Proponent agrees that they shall not infringe or in any matter interfere with the copyright or other proprietary interest of any person, corporation or organization.	4	
R14	Proponent agrees that they shall obtain an appropriate license or consent form from the owner of any copyright or other proprietary interest with respect to the use of such interest to the extent which such license or consent may be required in order to enable it to lawfully perform the said service or work.	4	
	METHODOLOGY	5	
R15	Understanding of IDRC and SOW The Proponent should demonstrate that it has a complete understanding of: a. IDRC; and b. the objectives and requirements in Annex B – Statement of Work	2.5	
R16	Approach The Proponent should describe its approach to successfully deliver the requirements detailed in the Statement of Work.	2.5	

ATTACHMENT A - General Terms and Conditions of the Contract

A1. DEFINITIONS

For the purposes of this Contract:

“Commencement Date” shall mean the date on which the Services are to commence.

“Confidential Information” shall mean any and all technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, source codes, and formulae related to the current, future, and proposed products and services of IDRC, and includes, without limitation, IDRC’s information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, and marketing plans and information.

“Supplier” shall mean either the individual, institution, corporation or partnership retained pursuant to this Contract, and its employees, directors, officers, partners, subcontractors and agents, as applicable, and any other representative for whom the Supplier is responsible at law.

“Contract” shall mean the **Specific Terms and Conditions of the Contract**, including any and all **attachments** incorporated therein by reference. In the event of a conflict between the Specific Terms and Conditions versus the attachments, the Specific Terms and Conditions shall prevail.

“Day” means seven and a half hours (7.5) hours, unless otherwise specified in the Contract, and exclusive of meal breaks, with no provision for annual leave, statutory holidays and sick leave.

“Deliverables” means the items to be written, developed or prepared by the Supplier pursuant to this Contract, including, without limitation, all works of authorship, reports, recordings, information, documents, materials, or software, whether in hard copy or electronic form.

“Derivatives” shall mean: 1. any translation, abridgement, revision, or other form in which an existing work may be recast, transformed, or adapted; 2. for patentable or patented material, any improvement thereon; and, 3. for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent, and/or trade secret.

“IDRC” or *“the Centre”* means the International Development Research Centre.

“Services” mean the services to be provided by the Supplier in accordance with the Contract, including the Deliverables as set out in the Contract.

“Termination Date” shall mean the earlier of (a) the date on which all Services and Deliverables have been performed and delivered; (b) the end date as specified in the Contract; and (c) the date on which the Contract terminates by operation of the Termination provisions contained in this Contract.

A2. TIME OF ESSENCE

Time shall be of the essence of every provision of this Contract.

A3. ENTIRE AGREEMENT

This Contract supersedes all previous Contracts and correspondence, oral or written, between IDRC and the Supplier,

pertaining to the subject matter of this Contract, and represents the whole and entire understanding between the parties. No modification, variation or amendment of it shall be binding upon the parties unless it is in writing and signed by both parties.

A4. NON-EXCLUSIVITY

This Contract shall not grant the Supplier exclusivity of supply. IDRC may perform services or develop items similar or identical to the Services or Deliverables or obtain them from any third party.

A5. WARRANTY

The Supplier covenants that it will provide its Services pursuant to this Contract in a diligent and workmanlike manner, with regard to the best interests of IDRC, and warrants that its personnel possess the skill and experience necessary to the satisfactory performance of the Services.

A6. TAXES

IDRC is subject to applicable commodity and other tax legislation and regulations in Canada and is generally not exempt from paying HST/GST on goods and services it procures, unless otherwise specified in the Contract. Additionally, IDRC is subject to applicable tax legislation and regulations in force in the countries where its regional offices are located.

IDRC will **withhold** and remit to the Canada Revenue Agency (CRA), **15% of fees and non-exempt travel expenses of non-Canadian resident** Supplier performing work in Canada unless the Supplier provides to IDRC a Contract-specific waiver from the CRA. Such funds can be reclaimed by the Supplier from the CRA or from their own governments, as the case may be. Non-Canadian resident Suppliers that are travelling to Canada to perform work can contact the CRA to obtain additional information about the current regulations and waivers. The main CRA website can be found at <http://www.cra-arc.gc.ca>.

A7. INVOICES

Invoice requirements are noted in the **Invoices section** of the **Specific Terms and Conditions of the Contract**.

A8. PAYMENTS

Conditions precedent for payment are noted in the **Payments section** of the **Specific Terms and Conditions of the Contract**.

A9. TERMINATION

Termination for Cause

In addition to or in lieu of any other remedies that IDRC has in law or in equity, IDRC may terminate this Contract immediately without notice in the event:

- a) The Supplier breaches any material term of this Contract, and fails to remedy such breach within thirty (30) calendar days of receiving notice to do so by IDRC.
- b) IDRC, in its sole discretion, determines that the Consultant made a misrepresentation during the process of selection.
- c) The Supplier:
 - i. ceases to carry on business,
 - ii. commits an act of bankruptcy within the meaning of the Bankruptcy and Insolvency Act (*Bankruptcy and Insolvency Act, R.S., 1985, c. B-3*) or is deemed insolvent within the meaning of the Winding-up and Restructuring Act (*Winding-up and Restructuring Act, R.S., 1985, c. W-11*) or makes an assignment, against whom a receiving order has been made under the applicable bankruptcy legislation or in respect of whom a receiver, monitor, receiver-manager or the like is appointed, or
 - iii. becomes insolvent or makes an application to a court for relief under the Companies' Creditors

Arrangement Act, the Bankruptcy and Insolvency Act or the Winding Up and Restructuring Act (*Companies' Creditors Arrangement Act, R.S., c. C-25*) or comparable local legislation.

Termination without Cause

IDRC may at any time by notice in writing suspend the work of the Supplier or any part thereof. This Contract may be terminated in its entirety or in part by IDRC upon written notice. On such termination or suspension, the Supplier shall have no claim for damages, compensation, or loss of profit against IDRC except payment for Services performed and Deliverables submitted up to the date of notice of such suspension or termination, or completed thereafter in accordance with the notice.

A10. INSURANCE

The Supplier is responsible for taking out at its own expense any insurance deemed necessary while executing this Contract.

If the Supplier will be working on-site at IDRC, the Supplier shall maintain during the term of this Contract, Commercial General Liability insurance in the amount of not less than CAD 5,000,000.00 inclusive per occurrence, with IDRC named as "additional insured", unless otherwise specified in the Contract.

Upon the request of IDRC, the Supplier shall provide the **insurer's certificate**.

A11. USE OF IDRC PROPERTY**Access to Information Systems and Electronic Communication Networks**

During the course of this Contract, the Supplier may be provided with access to IDRC information systems and electronic communication networks. The Supplier, on behalf of its/his/her employees, subcontractors and representatives, agrees to abide by IDRC policies concerning use of such information systems and networks. IDRC will provide the Supplier with any such policies upon commencement of Services pursuant to this Contract, or as such policies are put into effect, and the Supplier will make such policies known to its personnel, and will take such steps as are necessary to ensure compliance with such policies.

Access to IDRC Premises

The parties agree that reasonable access to IDRC's premises by Supplier's authorized personnel and which is necessary for the performance of the Services hereunder, in accordance with the terms of this Contract, shall be permitted during normal business hours of IDRC. The Supplier agrees to observe all IDRC security requirements and measures in effect at IDRC's premises to which access is granted by this Contract.

A12. SUB-CONTRACTORS, SUCCESSORS AND ASSIGNEES

The Supplier is prohibited from entering into any sub-contract, designating any successor or assigning any rights under this Contract without the express written consent of IDRC.

A13. RELATIONSHIP WITH IDRC

Nothing in this Contract shall be deemed in any way or for any purpose to constitute the parties hereto partners in the conduct of any business or otherwise. The Supplier shall have no authority to assume or create any obligation whatsoever, expressed or implied, in the name of IDRC, or to bind IDRC in any manner whatsoever.

The Supplier acknowledges and agrees that, in carrying out this Contract, the Supplier is acting as an independent contractor and not as an employee of IDRC. The Supplier shall be responsible for all matters related to it or its employees including but not limited to deducting or remitting income tax, Canada Pension Plan contributions, Employer Insurance contributions or any other similar deductions required to be made by law for employees. The Supplier agrees to indemnify IDRC in respect of any such remittances which may be subsequently required by the relevant authorities, together with any related interest or penalties which IDRC may be required to pay.

A14. CONFIDENTIALITY OF INFORMATION**Non-Disclosure and Non-Use of Confidential Information**

The Supplier agrees that it will not, without authority, make use of, disseminate or in any way disclose any Confidential Information to any person, firm or business.

The Supplier shall take all reasonable precautions at all times (and in any event, efforts that are no less than those used to protect its own confidential information) to protect Confidential Information from disclosure, unauthorized use, dissemination or publication, except as expressly authorized by this Contract.

The Supplier agrees that it, he, or she shall disclose Confidential Information only to those of its, his, or her employees or subcontractors who need to know such information and certifies that such employees or subcontractors have previously agreed, either as a condition to employment or service or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those of this Contract.

The Supplier will immediately give notice to IDRC of any unauthorized use or disclosure of the Confidential Information. The Supplier agrees to indemnify IDRC for all damages, costs, claims, actions and expenses (including court costs and reasonable legal fees) incurred by IDRC as a result of the Supplier's failure to comply with its obligations under this section. The Supplier further agrees to defend and participate in the defence of any claim or suit alleging that IDRC has a liability with regard to any unauthorized disclosure, provision or making available of any Confidential Information the Supplier may have acquired from a third party.

Exclusions from Nondisclosure and Non-use Obligations

The Supplier's obligations under the preceding subsection with respect to any portion of the Confidential Information shall terminate when the Supplier can document that:

- a) it was in the public domain at or subsequent to the time it was communicated to the Supplier by IDRC through no fault of the Supplier;
- b) it was rightfully in the Supplier's possession free of any obligation of confidence at or subsequent to the time it was communicated to the Supplier by IDRC; or
- c) it was developed by the Supplier, its employees or agents independently of and without reference to any information communicated to the Supplier by IDRC.

A disclosure of Confidential Information (1) in response to a valid order by a court or other governmental body, (2) otherwise required by law, or (3) necessary to establish the rights of either party under this Contract, shall not be considered to be a breach of this Contract or a waiver of confidentiality for other purposes; provided, however, that the Supplier shall provide prompt written notice thereof to enable IDRC to seek a protective order or otherwise prevent such disclosure.

Ownership of Confidential Information and Other Materials

All Confidential Information and any Derivatives thereof, whether created by IDRC or the Supplier, remain the property of IDRC and no license or other rights to Confidential Information is granted or hereby implied.

The Supplier shall, on request, promptly return to IDRC all of its proprietary materials together with any copies thereof.

This section shall survive the termination of this Contract.

A15. ASSIGNMENT OF COPYRIGHT AND WAIVER OF MORAL RIGHTS

In consideration of the fees paid, the Supplier, its employees, subcontractors, successors and assignees expressly agree to assign to IDRC any copyright arising from the Deliverables. The Supplier hereby agrees to waive in favour of

IDRC any moral rights in the Deliverables. The Supplier shall secure any additional waivers of moral rights in the works in favour of IDRC, from personnel and subcontractors, as appropriate.

Furthermore, the Supplier may not use, reproduce or otherwise disseminate or authorize others to use, reproduce or disseminate such Deliverables without the prior written consent of IDRC.

A16. PATENT, TRADEMARK, TRADE SECRET AND COPYRIGHT INFRINGEMENT

The Supplier covenants that no Services or Deliverables to be provided to IDRC under this Contract will infringe upon or violate the rights of any third parties, including such parties' intellectual property rights. Without limiting the generality of the foregoing, the Supplier represents and warrants that no Services or Deliverables provided pursuant to this Contract will infringe any existing patent, trademark, trade secret or copyright registered or recognized in Canada or elsewhere, with respect to or in connection with the intended use of the Services or Deliverables by IDRC.

The Supplier agrees to indemnify and hold IDRC harmless from and against any and all damages, costs, and expenses (including court costs and reasonable legal fees) incurred by IDRC as a result of the infringement or alleged infringement of any third party intellectual property rights, and further agrees to defend and participate in the defence of any claim or suit alleging that IDRC has a liability in this regard.

This section will survive termination of the Contract.

A17. CONFLICT OF INTEREST

The Supplier must avoid participating in activities or being in situations that place it, him, or her, in a real, potential or apparent conflict of interest that has the potential of influencing the Services and Deliverables being contemplated by this Contract.

The Supplier must not accept, directly or indirectly, for themselves or on behalf of any person or organization with whom they are in a close social, family or economic relationship, any gift, hospitality, or other benefit from any person, group, or organization having dealings with IDRC where such gift, hospitality, or other benefit could reasonably foreseeably influence the Supplier in the exercise of its, his or her official duties and responsibilities pursuant to this Contract.

A18. COMPLIANCE WITH LAWS

In performing services under this Contract, the Supplier shall be responsible for complying with all legislation of the country (countries) in which it, he, or she must work (including but not limited to laws pertaining to immigration, health, taxation, customs, employment and foreign exchange control). The Consultant will consult public health guidelines in the countries or regions where travel will be undertaken.

It is the individual's responsibility to comply with the travel visa regulations of any country visited or in transit.

The overhead (included in fees) and allowances paid under this Contract include provision for complying with national legislation of the countries the Consultant may visit (including Canada). IDRC will not entertain any claim for work visas, work permits, etc., or any other costs relating to compliance with the national legislation of any country in the world.

The Consultant acknowledges that the Centre is bound by:

Canada's *Anti-Terrorism Act* 2001, c.41 (hereinafter "*ATA*"), including the provisions of the *Criminal Code of Canada* R.S.C. 1985, c. C-46 (hereinafter "*Code*") brought into effect by the *ATA*, namely Part II.1 of the *Code*, which *Code* provisions create offences related to the participation in, financing, facilitation and carrying out of terrorism and support for entities affiliated with terrorism, as well as Canada's sanction regime as set out in:

- the *Special Economic Measures Act* S.C. 1992, c. 17, (hereinafter the “SEMA”), and regulations made pursuant to the SEMA;
- the *United Nations Act* R.S.C., 1985, c. U-2 (hereinafter the “UN Act”), and regulations made pursuant to the UN Act;
- the *Justice for Victims of Corrupt Foreign Officials Act (Sergei Magnitsky Law)*, SC 2017, c 21 (hereinafter the “SML”) and regulations made pursuant to SML,
- the *Freezing Assets of Corrupt Foreign Officials Act*, SC 2011, c 10, (hereinafter the “FACFO”), and regulations made pursuant to FACFO, and
- the *Export and Import Permits Act* R.S.C., 1985, c. E-19 (hereinafter the “EIPA”).

The Centre is committed to adhering to the provisions and principles of the *ATA*, the *SEMA*, the *UN Act*, the *FACFO*, the *SML*, and the *EIPA* in all work it undertakes and supports.

During and after the term of this Agreement, with regards to the fees provided by the Centre to the Consultant pursuant to this Agreement, the Consultant shall ensure that the receipt and use of the fees would not constitute a breach of the *Code*, the *SEMA*, the *UN Act*, *FACFO*, the *SML*, the *EIPA*.

The Consultant further agrees to comply with any other instructions regarding compliance with the terms and conditions of this section, which the Centre may be required to issue during the term of this Agreement in response to changes to Canadian law.

A19. GOVERNING LAW

This Contract shall be governed and construed in accordance with the laws of the Province of Ontario, Canada. Where a dispute cannot be resolved by mutual agreement, the parties agree that any legal action or claim must be brought before the courts of the Province of Ontario, Canada, which will have exclusive jurisdiction over all such actions and claims.

A20. SEVERABILITY

The provisions of this Contract are severable, and the invalidity or ineffectiveness of any part shall not affect or impair the validity and effectiveness of remaining parts or provisions of this Contract.

A21. WAIVER

Failure by a party to enforce any right or to exercise any election provided for in this Contract shall not be considered a waiver of such right or election. The exercise of any right or election of this Contract shall not preclude or prejudice a party from exercising that or any other right or election in future.

A22. FORCE MAJEURE

Neither party shall be in default by reason of its delay or failure to perform its obligations by reason of strikes, lockout or other labour disputes (whether or not involving the party’s employees), floods, riots, fires, acts of war or terrorism, explosions, travel advisories or any other cause beyond the party’s reasonable control. Each party will use its best efforts to anticipate such delays and failures, and to devise means to eliminate or minimize them.

A23. NOTICES

Any notices, requests, or demands or other communication relating to this Contract shall be in writing and may be given by: 1. hand delivery, 2. commercial courier, 3. facsimile, 4. registered mail, postage prepaid, or, 5. electronic mail.

Any notice so sent shall be deemed received as follows: 1. if hand delivered, on delivery, 2. if by commercial courier, on delivery, 3. if by registered mail, three (3) business days after so mailing, or, 4. if by facsimile or electronic e-mail,

on the date sent. The initial address and facsimile number for notice are set out in this Contract and may be changed by notice hereunder.

A24. REVIEW AND AUDIT

The Supplier agrees, if IDRC so requests at any time up to two (2) years following the Termination Date to:

- a) submit a complete financial accounting of expenses, supported by original (or certified copies of) invoices, timesheets or other documents verifying the transactions (excluding any receipts which have been submitted at the time of invoicing as deemed necessary according to the terms of the Contract);
- b) give officers or representatives of IDRC reasonable access to all financial records relating to the Services and Deliverables to permit IDRC to audit the use of its funds. This shall include books of account, banking records and, in the case of individuals, credit card statements.

This section will survive termination of the Contract.

A25. LANGUAGE

The parties have requested that this Contract and all notices or other communications relating thereto be drawn up in English. Les parties ont exigé que ce contrat ainsi que tous les avis et toutes autres communications qui lui sont relatifs soient rédigés en anglais.

A26. SIGNATURE

The parties agree that the Contract, any amendments thereto, and any notices related to the Contract may be executed by electronic signature, and further that such execution will have the same binding effect as if executed by physical signature.

PS 2023-07-30

