

**ARTICLES OF AGREEMENT
ARTICLES DE CONVENTION**

Contract No N° du contrat 45469262	Order Date Date de la commande 05/08/202405/07/2024
Period of Work - Durée des travaux From - Du: 05/08/2024 To - À: 07/31/2024	

	Value of Contract Valeur du contrat 25,500.00 CAD	Tax Amount Montant de la taxe 3,315.00 CAD	Total 28,815.00 CAD
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Issuing Office Address - Adresse du bureau d'origine CANADIAN HERITAGE CULTURAL AFFAIRS - AUDIOVISUAL BR 25 EDDY ST GATINEAU QC J8X 4B5		Contractor Name and Address - Nom et adresse de l'entrepreneur Parriag Groupe Inc. 864 Plante Drive OTTAWA ON K1V 9E2 CANADA	
Contact - Personne-ressource Martin Laflleur	Tel. No - N° de Tél. 819-953-5442	Contact Name - Nom du contact Amanda Parriag	Tel. No - N° de Tél. 613-523-8993

Description

CBC Facilitators

Facilitate in an Expert Advisory Panel and develop strategic, non-partisan analysis and advice for the Minister of Canadian Heritage

This contract incorporates, except to the extent modified by this document entitled "ARTICLES OF AGREEMENT" the General Conditions as well as any other documents attached hereto as Appendices. Les conditions générales ainsi que tout autre document ci-joint en annexe font partie du présent contrat à l'exception des modifications apportées à celles-ci dans le présent document intitulé "ARTICLES DE CONVENTION".

In the event of discrepancies, inconsistencies or ambiguities between the wording of this document and the General Conditions or any other documents attached hereto the wording of this document shall prevail.

En cas de divergences, d'incohérences ou d'ambiguïtés entre celui-ci et les conditions générales ou tout autre document ci-annexé, le libellé du présent document aura préséance.

Signature of this contract constitutes acknowledgement of receipt of the General Conditions.

La signature du présent contrat signifie l'acceptation des Conditions générales.

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed by and construed in accordance with the laws in force in the Province of:

Le contrat est administré selon les lois en vigueur dans la province suivante:

ON

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act

Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques.

Signature Date

CONTRACT APPROVAL - APPROBATION DU CONTRAT

This contract is approved for the Minister by the duly authorized officer.

Ce contrat est approuvé pour le Ministre par un agent autorisé.

Signature Date

Contracting Authority - Autorité contractante Telephone - Téléphone Address - Adresse Martin Lafleur

CONTRACTOR'S ACCEPTANCE - CONSENTEMENT DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in document, les biens et/ou les services énumérés au at the price(s) set out therefore.

L'entrepreneur s'engage à vendre et à fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services énumérés au prix identifié dans le document.

Amanda Parriag

May 8, 2024

Signature Date

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RESULTING CONTRACT CLAUSES

1. Security Requirements

There is no security requirement applicable to this Contract.

2 Statement of Work

This Contract is being issued for the requirement of Professional Services for the Facilitation of Expert Advisory Panel on Strengthening CBC/Radio-Canada for the Department of Canadian Heritage under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the CKFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Annex "A" Statement of Work.

3 Standard Clauses and Conditions

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

3.1 General Conditions

2010B _ (2022-12-01), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Subsection 5 of the 2010B 16 (2022-12-01) - Audit clause of the General Conditions is amended as follows:

Delete:

5. The Contractor must maintain such records at all times during the term of this Contract and for a period of seven years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later.

Insert:

5. The Contractor must maintain such records, and Canada and its authorized representatives will have the right to examine such records, at all times during the term of this Contract and for a period of seven years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. Should an examination reveal any overpayments by Canada, these will be claimed by Canada and immediately repaid by the Contractor.

3.2 Supplemental General Conditions

4007 (2022-12-01) Canada to own intellectual property rights in Foreground Information

4013 (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules:

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

4 Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to **July 31, 2024**, inclusively.

5 Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Martin Lafleur
Title: Procurement Advisor
Telephone: 953-353-5493
E-mail address: martin.lafleur@pch.gc.ca

Department of Canadian Heritage
Chief Financial Officer Branch
Contracting and Material Management Directorate
15 Eddy Street, 9th Floor, Gatineau QC, K1A 0M5

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:

Name: Sylvain Michaud
Title: Manager, policy and Research
Telephone: 343-571-6420
E-mail address: sylvain.michaud@pch.gc.ca

Department of Canadian Heritage
Cultural Affairs
Audiovisual Modernization Directorate
25 Eddy Street, Gatineau QC, K1A 0M5

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

Parriag Group Inc.
Name: Amanda Parriag
Title: Owner
Telephone: 613-523-8993
E-mail address: amanda@parriaggroup.com

6 Payment

6.1 Basis of Payment – Limitation of expenditure

The Contractor will be paid for the work performed, in accordance with the Basis of payment at Annex B, to a limitation of expenditure of **\$25,500.00**. Customs duties are included, and applicable Taxes are extra.

6.2 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic and International);

6.3 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$25,500.00. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in

Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7 Method of Payment (Monthly Payment)

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the invoices.

Invoices must be distributed as follows:

- a. The original must be forwarded to the following email address:
affairesculturellesdqr-culturalaffairsrmd@pch.gc.ca

8 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed,

Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

9 Certifications Compliance

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

10 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

11 Applicable Laws

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

12 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions [4007](#) (2022-12-01) Canada to own intellectual property rights in Foreground Information;
- (c) the supplemental general conditions [4013](#) (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules;
- (c) the general conditions (2022-12-01), General Conditions - Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment
- (f) Annex C, Confidentiality Declaration;
- (h) Supply Arrangement Number E60ZT-180026/[350/ZT](#) (i) the Contractor's bid dated April 30, 2024.

13 Basis for Canada's Ownership of Intellectual Property

The Department of Canadian Heritage has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- the main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination;

14 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

15 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a) the name, qualifications and experience of the proposed replacement; and
 - b) Proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
4. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

16 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even

after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

17 Identification Protocol Responsibilities

The Contractor will be responsible for ensuring that any of its resources, representatives or subcontractors complies with the following self-identification requirements:

- a) Contractors who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if they are a Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Government of Canada employee; and
- b) During the performance of any Work at a Government of Canada site, the Contractor must be clearly identified at all times as being a Contractor; and
- c) If a Contractor requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as a Contractor in all electronic mail including the signature block as well as under "Properties". This identification protocol must also be used in all other correspondence, communication, and documentation; and
- d) If Canada determines that the Contractor are in breach of any obligation stated in this clause, upon written notice from Canada the Contractor must submit a written action plan describing the corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client or the Contracting Authority, and twenty working days to rectify the underlying problem; and
- e) In addition to any other rights it has under the Contract, Canada may terminate the Contract if or default if the corrective measures required of the Contractor described above are not met. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

18 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

19 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
 - a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

20 Dispute Resolution

-
- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
 - (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
 - (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
 - (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

21 Official Language

Department is under the obligation to respect the spirit and the letter of the Official Languages Act R.S.1985,C.31 (4th Suppl.). It is therefore imperative that the Contractor when representing the Crown ensures that verbal communications are in the preferred official language of the participants. Written communications will be in the language(s) of the participants and must be submitted to the Project Authority before they are issued. If participants are required to communicate by telephone with the Contractor or his/her representatives, the Contractor must ensure that all persons, including receptionists and other contacts who will be receiving these calls, are bilingual.

22 Green Procurement

The Contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the extent it is procurable.

It is desirable that the Contractor, in provisioning the Service, procure electronic equipment, such as computer equipment, peripherals and telephony equipment, that meet the most current ENERGY STAR technical specifications for energy efficiency and other environmental specifications such as ISO 14000, WEEE, RoSH, EPEAT and IEEE 1680 standards, without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for GC customers.

It is desirable that the Contractor, in provisioning the Service, procures equipment and implements solutions that minimize the overall energy use without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for GC customers.

It is desirable that the Contractor abide by the guidelines set by the Electronics Product Stewardship Canada's organization for the disposal and recycling of electronic products owned by the Contractor and used to deliver the Service whether this equipment is located on the Contractor's premises or on GC customer premises.

ANNEX "A" - Statement of Work



1. Title

Facilitation of Expert Advisory Panel on Strengthening CBC/Radio-Canada

2. Background

2.1 Objective

The Department of Canadian Heritage (PCH) requires the services of Facilitator Consultants to facilitate the Expert Advisory Panel on CBC/Radio-Canada (Expert Panel)

The Expert Advisory Panel will develop strategic, non-partisan analysis and advice for the Minister of Canadian Heritage on CBC/Radio-Canada's mandate, programming objectives, distribution methods, independence safeguards, governance arrangements, objects and powers, transparency obligations, funding model, funding level, duties, functions, and general role within the new media environment.

The Facilitator Consultants will participate in planning a series of meetings, facilitating the meetings, gathering background information and providing feedback on the meetings in the form of a final process report.

2.2 Context

Pursuant to the commitment in the Minister of Canadian Heritage's mandate letter to modernize CBC/Radio-Canada, the Minister will establish a committee of experts.

In support of this mandate commitment, PCH will require Facilitator Consultants for the committee of experts that will meet regularly for a total of 7 sessions until the end of July 2024.

The objective of the Expert Panel is to provide policy advice on how to strengthen CBC/RadioCanada and enable it to continue to fulfill its important social, cultural, and democratic functions, now and in the future.

2.3 Required Documents

Confidentiality Declaration (Annex C)

Factsheets and documents required for the preparation for the meetings and to describe the experience and backgrounds of the panel member experts.

3. Requirements

3.1 Scope

The Contractor must facilitate the seven Expert Advisory Panel discussions of 3 hours each as well as preparation meetings with the Canadian Heritage team and the Minister. Two sessions will be

facilitated live at the PCH offices and five will be facilitated virtually on a platform as decided by PCH. The Contractor must:

- Must make every effort to inform PCH of changes or developments to their availability as it occurs.
- Must remain neutral and not influence the views and ideas of the participants during the Expert Panel Process on the questions and subjects brought forward by the Minister and participants.
- Must provide PCH assistance and/or input on written documents summarizing the work of the Expert Panel.
- Authorizes PCH to make audio recordings of meetings, as well as to use captioning to create transcripts of meetings. Voice recordings and transcripts will be used for internal note-taking purposes, reviewing written submissions, and summarizing high-level insights and recommendations that arise from the Expert Panel Process and the Contractor further agrees that their consent will survive the completion of the Expert Panel Process.
- Must provide post Expert Panel Process feedback to review the successes and weaknesses of the Expert Panel Process in a concise report at the end of the seven sessions. .

Each Facilitator Consultant must sign the Confidentiality Declaration provided in Annex C, undertaking to respect the confidential nature of the discussions and written information shared in the conduct of the Expert Panel Sessions before any work is undertaken.

3.2 Tasks, Activities and Deliverables

The Contractor will carry out the tasks as detailed below:

Task	Timeline	Deliverable/Activity	Days required
Document and factsheet review	Contract award – July 31, 2024	<ul style="list-style-type: none"> • Read all the documents provided by the Technical Authority concerning the planned meetings and the background of experts. • Develop a plan to facilitate each Expert Panel session based on the 6 worksheets that contain the questions and subjects to be addressed at each session. 	2



Preparation meetings with PCH and/or Minister and/or staff	Before each meeting	<ul style="list-style-type: none"> Meet the Minister's team and PCH officials prior to each meeting to prepare each meeting 	
Facilitation of 7 three-hour workshops including all team members carrying out facilitation in-person and virtually	May 13, 2024 – July 31, 2024	<ul style="list-style-type: none"> Facilitation of five (5) virtual meetings of the Expert Panel Facilitation of two (2) inperson meetings of the Expert Panel. Attend additional preparation meetings and workshop sessions to be planned as warranted by the discussion. 	
Summary of main takeaways after each of 7 meetings		<ul style="list-style-type: none"> Submit a concise summary of the main takeaways after each meeting to the Technical Authority by email, three days after the meeting. 	
Preparation of final documents	June 1, 2024 – July 31, 2024	<ul style="list-style-type: none"> Prepare a final process DPF report in English 	
Project Management	May 13, 2024 – July 31, 2024	<ul style="list-style-type: none"> Managing the Project Schedule of the two facilitators Value added on the takeaways. Technical support 	

s.20(1)(b)

3.3 Resources Required

For this project PCH requires the services of two senior level Facilitator Consultants (9.15) and one senior Project Manager (10.2).

4. Constraints

4.1 Language of Work

Communications with PCH officials shall be in English or French, as preferred by the Contractor.



4.2 Work Location and Access Restrictions:

Under the conditions of this contract, PCH will not provide an office or location of work; the Contractor will be required to provide their own place of work.

All day-to-day correspondence between the PCH officials and the Contractor will be done via telephone or email, as required.

5. Support provided by PCH

Under the condition of this contract, PCH will:

- a) Make every effort to inform the Contractor of changes or developments to the panel process as it occurs.
- b) Provide administrative support to the Contractor, including the set up and coordination of panel meetings, and technical support while accessing the sessions.
- c) Provide the Contractor with worksheets or a discussion guide prior to each session to facilitate the process.
- d) Record the sessions for internal note-taking purposes, review written submissions, and summarize high-level insights and recommendations that arise from panel discussions.
- e) Retain and dispose of panel session recordings in accordance with the Minister's records management policies.
- f) f. Provide all translation and interpretation services needed for both in-person and virtual sessions.
- g) Provide all of the documents and factsheets required for the preparation of the meetings and to describe the experience and backgrounds of the panel member experts.
- h) Confirm to the contractor which sessions will be facilitated live and which will be facilitated virtually.

ANNEX "B" - BASIS OF PAYMENT

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract.

All deliverables are F.O.B. Destination, and Canadian Customs Duty included, and applicable tax(es) extra.



A. Professional Fees/Firm all-inclusive Prices

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below

Task	Timeline	Deliverable/Activity	Days required	Per Diem Rate	Total
Document and factsheet review	Contract award – July 31, 2024	<ul style="list-style-type: none"> Read all the documents provided by the Technical Authority concerning the planned meetings and the background of experts. Develop a plan to facilitate each Expert Panel session based on the 6 worksheets that contain the questions and subjects to be addressed at each session. 			\$3,000.00
Preparation meetings with PCH and/or Minister and/or staff	Before each meeting	<ul style="list-style-type: none"> Meet the Minister's team and PCH officials prior to each meeting to prepare each meeting 			\$2,625.00
Facilitation of 7 threehour workshops including all team members carrying out facilitation in-person and virtually	May 13, 2024 – July 31, 2024	<ul style="list-style-type: none"> Facilitation of five (5) virtual meetings of the Expert Panel Facilitation of two (2) inperson meetings of the Expert Panel. Attend additional preparation meetings and workshop sessions to be planned as warranted by the discussion. 			\$10,500.00
Summary of main takeaways after each of 7 meetings		<ul style="list-style-type: none"> Submit a concise summary of the main takeaways after each meeting to the Technical Authority by email, three days after the 			\$3,000.00
		meeting.			

s.20(1)(b)



Preparation of final documents	June 1, 2024 – July 31, 2024	<ul style="list-style-type: none"> • Prepare a final process DPF report in English 			\$1,875.00
Project Management	May 13, 2024 – July 31, 2024	<ul style="list-style-type: none"> • Managing the Project Schedule of the two facilitators • Value added on the takeaways. Technical support 			\$4,500.00
Grand Total					\$25,500.00

The Contractor will be paid in accordance with this basis of payment to a limitation of expenditure of \$25,500.00.

s.20(1)(b)