



Lakehead
U N I V E R S I T Y

**REQUEST FOR PROPOSAL
FOR A PHILANTHROPY CONSULTING FIRM**

Project Number: LU16-140

LAKEHEAD UNIVERSITY
955 OLIVER ROAD
THUNDER BAY, ONTARIO
CANADA P7B 5E1

Proposal Issue Date: Monday, September 17, 2018

Close Date for Questions: Wednesday, October 24, 2018

Proposal Submission Deadline: Friday, November 2, 2018 at 3:00 pm EST

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SECTION 1

OVERVIEW

Lakehead University invites qualified candidates to submit a proposal for the provision of philanthropic services for the specific purpose of assisting the University with the creation of an institutional campaign Case for Support.

1.1 Background

Lakehead University evolved from Lakehead Technical Institute (founded 1946) and Lakehead College of Arts, Science and Technology (founded 1957). The Lakehead University Act, 1965, was given royal assent on June 22, 1965, and came into force on July 1, 1965. The Lakehead College of Arts, Sciences and Technology, thereafter known as “Lakehead University”, continued under this new charter. The first degrees were conferred on May 5, 1965. In 2015 Lakehead University celebrated its 50th Anniversary with year long celebrations.

In the years leading up to 2012, there was a leadership void in the Advancement area. Throughout 2012, a new Vice-President External Relations portfolio was created which includes five pillars:

- Philanthropy: -Annual Gifts
 -Major Gifts
 -Legacy Gifts
- Alumni Engagement
- Community Engagement and Donor Events
- Government Relations
- Marketing, Branding and Web Development

The new Vice-President External Relations was hired in August 2012. In the first six months of her tenure, a new staff structure was created (**Appendix A**) and continues to evolve to meet the ongoing growth of the University, as well as, to prepare for an institutional philanthropic campaign. Quite purposefully, the most current structure is built on the premise that the University will embark on an institutional-wide campaign. Human resources continue to be realigned and new staff will be hired.

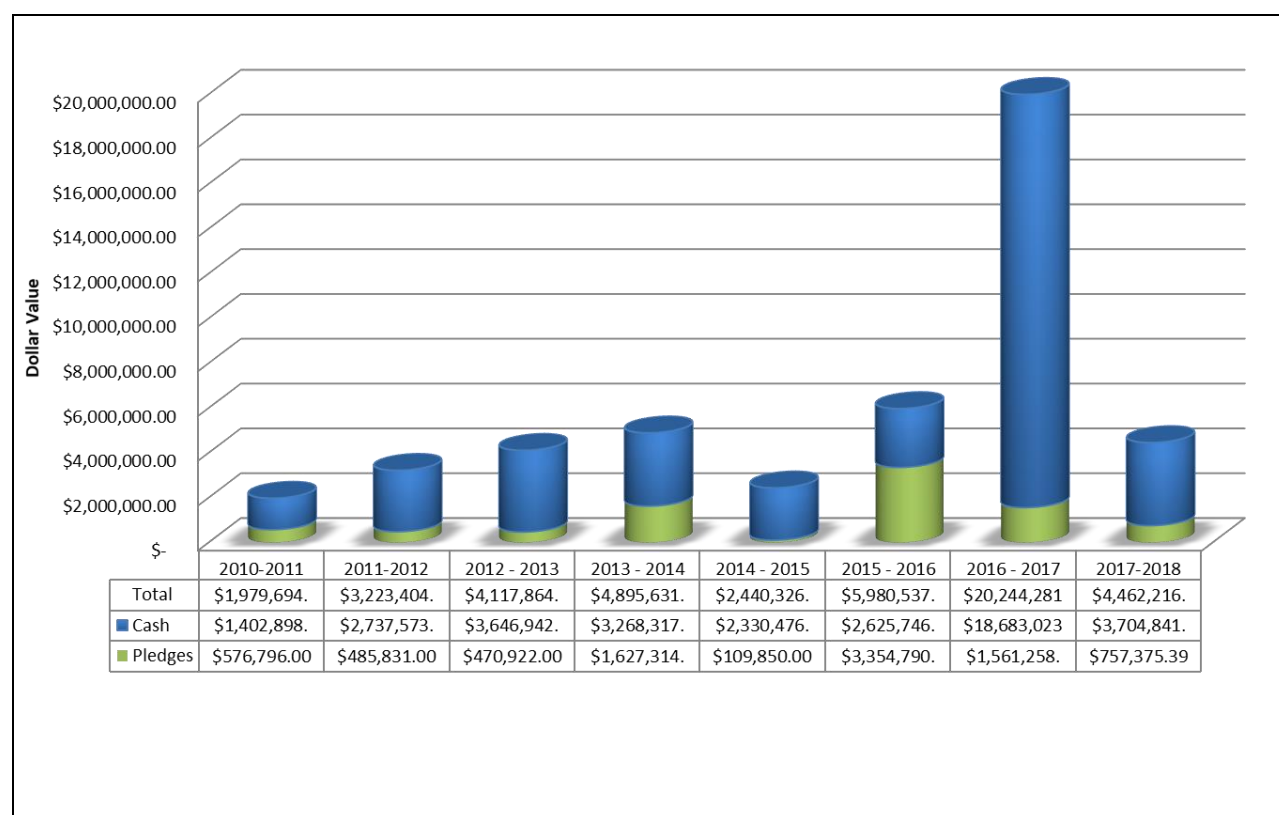
In addition, brand new business practices, a fully comprehensive planning system, and donor-centered practices were instituted in 2012-2013 and continue to be strengthened. In 2013, a pan-University re-brand began and in 2015 a new University brand was launched.

In June, 2018 Lakehead University’s new Strategic Plan 2018-2023 was approved. On an annual basis, External Relations develops its Strategic Priorities to contribute to the University’s implementation of the Strategic Plan.

It is important to recognize that the implementation of the new Strategic Plan will complement internal and external engagement to create the campaign Case for Support. It is anticipated, that both initiatives will generate momentum and enthusiasm for the University

Since 2010, \$47,343,955.23 has been raised including government revenue of \$26,007,298.

External Relations Revenue Totals Fiscal Years Ending April 30th



Reference Materials:

Appendix A – External Relations Staff Structure

Appendix B – External Relations Strategic Priorities 2019 – 2020

Strategic Plan 2013 – 2018 <https://www.lakeheadu.ca/presidents-office/nurturing-passion>

Strategic Plan 2018 – 2023 <https://www.lakeheadu.ca/presidents-office/strategic-plan>

Academic Plan 2012 - 2017: <http://academicplan.lakeheadu.ca/>
The new Academic plan 2018 – 2023 is currently in development.

The current Annual Report 2016 – 2017 pathways.lakeheadu.ca

1.2 Lakehead University's Updated Vision, Mission and Belief Statements

A part of the development of the new Strategic Plan in 2018 – 2023, the refreshed vision, mission and belief statements are as follows:

Vision

To provide a transformative University experience that is far from ordinary.

Mission

To be an innovative comprehensive University that provides an education that is about how to think, not what to think

Beliefs

- We believe our students make Lakehead University different.
- We believe that our students want an innovative comprehensive University where they have the highest chance of success.
- We believe that our students have the passion and drive to realize their dreams and succeed.
- We believe that our students want the intellectual freedom to pursue the unconventional.
- We believe in the diversity that comes from our students of many cultures and nations.
- We believe that our students are passionate about both their own individuality and their communities.

SECTION 2

SCOPE OF WORK AND DELIVERABLES

2.1 The successful Proponent, (if any) resulting from this solicitation will lead the University and its key stakeholders including the President, Board of Governors and Executive Team through a comprehensive process to create:

- An institutional philanthropic campaign fundraising Case for Support
- Identification of Case for Support for Lakehead Thunder Bay and Lakehead Orillia
- Once completed, identification of recommended next steps to launch public phase of campaign

2.2 Approval Process

The agency will take overall direction from Lakehead University's President and Vice-Chancellor and Vice-President External Relations. Together, they will work in consultation with the Board of Governors, Executive Team and key internal and external stakeholders of the University.

2.3 Budget

The budget for the overall scope of work will be assessed on the substance of the proposed work plan within the parameters of the RFP.

2.4 Agency Capability Requirements Overall

Lakehead University requires a philanthropic consulting firm with expertise in philanthropy, specifically as it relates to the identification and creation of an institutional campaign Case for Support. The consulting firm should demonstrate knowledge of current fundraising best practices in a Canadian University setting.

The agency should be prepared to demonstrate past and present experience in working within a University with both Faculty, Deans, Staff, the Board of Governors, Board Committees and Executive Staff in order to identify potential cases for support and build consensus. Candidates should also be prepared to discuss their approach for carrying out the deliverables.

2.5 Key Considerations

Recognizing that Lakehead *University is one University with two* campuses, (Thunder Bay and Orillia) it will be important that the successful consultant can demonstrate maximum efficiency in handling the project, given the distance and geography between the two campuses.

2.6 Conflict of Interest

Any agency currently acting as an AOR or providing services on major initiatives to a University or college will be considered competitive. Such agency may submit a proposal but should be prepared to resign the competitive account should it be the successful proponent. All proponents are required to sign a conflict of interest form included in Appendix D. Form must be submitted with your proposal.

2.7 Confidentiality

All information distributed in connection with this RFP is confidential and is to be used for the sole purpose of completing a submission and are to be used for no other purpose unless the agency has received the prior written consent from Lakehead University.

During the execution of this project, the successful agency will likely have access to information about donors and other Lakehead stakeholders; therefore, the consultant will be required to sign a confidentiality agreement prior to beginning this project.

2.8 Terms of Contract

The successful agency will be contracted to work with Lakehead University for a period of approximately one year beginning in February 2019.

2.9 RFP SCHEDULE

Event	Date
RFP Issue Date	Monday, September 17, 2018
Final Date for RFP Inquiries	Tuesday, October 9, 2018
Date for Final Addendum	Wednesday, October 24, 2018
RFP Submission Deadline and Closing Date	Friday, November 2, 2018
Candidate Interviews	Wednesday, November 21, 2018
Award of Contract	Friday, December 7, 2018

****The RFP Schedule is tentative and may be changed by Lakehead University through the release of an Addendum.***

2.10 EVALUATION OF PROPOSALS

All proposals will be evaluated upon the following criteria:

- Knowledge and experience of working with a University to create an institutional campaign Case for Support development.
- Process for engaging the University to identify institutional priorities that will inform potential Case for Support.
- Creation of Case for Support for presentation at a variety of levels with final approval by the Board of Governors.

An evaluation of the proponent's costing detail as provided in their submission.

Proponent attendance at an oral presentation for each short listed candidate to highlight how they would differentiate their proposal, and their responses to questions by the evaluation team.

A verification of reference information provided by the proponent within their bid.

Rated Criteria Category	Weighting (Points)
<p>Description of recent and related experience with post-secondary institutions, universities</p> <p>An outline of your proposed approach / methodology for the creation of:</p> <ul style="list-style-type: none"> a) Statement of Campaign objectives and estimated costs b) Methodology for comprehensive internal and external consultation regarding Case for Support development on both campuses c) Methodology to identify the University's fundraising priorities d) Campaign Case for Support development (Note: the above are presented with time frames and associated costs) e) Review of revenue secured to date that can be applied to the institutional campaign once the Case for Support is developed f) Next steps to be accomplished prior to public launch of campaign. <p>Tentative schedule and proponent's availability</p> <p>The above requirements will be detailed in a completed Gantt Chart which will be included with the Proponent's submission</p> <p>Minimum of 2 contacts / client examples with brief description of recent and related experience to post-secondary planning, and size and scope of this project as reference for you/your firm.</p>	<p>15</p> <p>25</p> <p>10</p> <p>10</p>
Payment Schedule / Proposed Cost (Exclusive of Taxes)	20
In-person interview	20
Total Scoring Ranked Out of	100 points

Should a proponent submission be initially ranked at below a total of 50 points, no invitation to present will be extended.

2.11 Payment Options

Net 30 days, upon approval of the invoice by the managing department.

2.12 Taxes

HST EXTRA @13%

SECTION 3

INSTRUCTIONS TO PROPONENTS

3.1 Proposals **Must** Be Received In the Lakehead University Purchasing Department, Room BB-1002a, Braun Building, in a Sealed Envelope Marked; **RFP LU16-140 Philanthropy Consulting Firm**, BEFORE 3:00:00 PM local time, on Friday, November 2, 2018. NO allowance for late submissions will be made. Proposal submissions by Facsimile or Email Cannot be accepted.

Address Submissions To:

Mr. Geoffrey Matte
Procurement and Contract Services Manager
Room BB-1002a
Braun Building
Lakehead University
955 Oliver Road
Thunder Bay, Ontario
P7B 5E1

3.2 Proposals received after the above closing time and date will not be considered and will be returned to the proponent at the proponent's expense.

3.3 Site tour – not scheduled.

3.4 Submissions must include **five** printed copies of the proposals **plus one electronic copy** on datastick or CD media.

3.5 Lakehead University accepts no responsibility or liability for misdirected, unreadable, incomplete bids and it is the sole responsibility of the proponent to ensure their bids and e-mail have been received by the authorized representative of the University in a timely manner.

3.6 Proposal documents must be completed in accordance with the requirements of the Request for Proposal documents and no amendment or change to proposals will be accepted after the closing date and time.

3.7 Proposals must be signed by an authorized signatory of the proponent. If the proponent is an incorporated company, the corporate seal of the proponent shall be affixed or a certified true copy of a resolution of the corporation naming the person(s) in question as authorized to sign agreements on behalf of the corporation shall be attached to the proposal.

3.8 Proponents who are sole proprietorships or partners shall sign their bid in such a way as to irrevocably bind the proponent in an authorized manner.

3.9 All questions regarding this Request for Proposal are to be submitted by email to:

Mr. Geoffrey Matte
Manager, Purchasing and Contracts
Room BB-1002A
Lakehead University
955 Oliver Road
Thunder Bay, Ontario
P7B 5E1
Telephone 807 343-8455
Fax 807 346-7711
E-mail: gmatte@lakeheadu.ca

Should the question be considered relevant to all proponents, the University will provide both the question and the written answers to all proponents through a formal Addendum published in the same manner and locations as the original solicitation. The University will not identify the proponent posing the question when publishing Addenda. The University will accept questions by email up to the date shown in the schedule above. The University will endeavor to publish any final Addenda not less than five working days prior to RFP Close.

For Reference, the University posts tenders publically on the LU Website here: <http://finance.lakeheadu.ca/current-tenders/> and, dependent on anticipated value, on **Merx.com**.

3.10 In the event the proponent cannot comply with any term, condition, or requirement of this Request for Proposal, such non-compliance must be clearly noted on the proponent's letterhead and submitted with the proposal. Proponents are cautioned that such non-compliance may result in disqualification of the proponent's proposal. No allowance will be made for un-noted non-compliance of any kind by the proponent.

3.11 No other representative of the University is to be contacted regarding this Request for Proposal. The University accepts no responsibility for, and the proponent agrees not to rely upon, any verbal or written statements or representations from any other person, whether or not employed by the University.

3.12 While the University will not consider more than one bid from a proponent under the same or different names, the University is prepared to consider, in addition to the original bid, alternative bids submitted within the same bid package providing such are clearly marked as alternatives.

3.13 Proponents are cautioned that proposals will be solely evaluated upon the disclosed evaluation criteria and no linkage of offers to donations, scholarships, or similar arrangements will be considered.

3.14 The laws of the Province of Ontario shall apply to this Request for Proposal and any contract formed as a result of this Request for Proposal and the Courts of Ontario shall have exclusive jurisdiction over any contract formed as a result of this Request for Proposal.

3.15 The Lakehead University's name, logo, crest, or other brand identifiers, shall not be used without the prior written consent of the University.

SECTION 4

EVALUATION AND AWARD

4.1 Lakehead University intends to award a contract to the proponent whose proposal offers the best value to the University. However, the University is under no obligation to award any contract in whole or in part and the University reserves the right to cancel this Request for Proposal process at any time before or after closing. The lowest bid may not necessarily be accepted.

4.2 Evaluation criteria – Please refer to Section 2 - Evaluation of Proposals

4.3 Any award made by the University shall be made in writing and shall be subject to the availability of funding at the time of award (if any).

4.4 In the event of mathematical errors in extension of prices or other ambiguities, unit prices shall govern over total bid prices and words shall govern over numbers.

4.5 In order to obtain the most advantageous offer for the University, the University reserves the right:

- a) To waive minor irregularities and / or minor non-compliance by any proponent with the requirements of this Request for Proposal;
- b) To request clarification and / or further information from one or more proponents after closing without becoming obligated to offer the same opportunity to all proponents; and
- c) To enter into negotiations with one or more proponents without being obligated to negotiate with, or, offer the same opportunity to, all proponents.

Proponents are advised however to submit a complete offer as their bid. Any waiver, clarification or negotiation will not be considered as an opportunity for proponents to correct errors in their bids.

4.6 All costs incurred by the proponent for interviews/presentations are to be at the expense of the proponent. The University shall not be responsible for any expenses or charges incurred by a proponent in preparing or submitting a proposal nor in providing any additional information considered necessary by the University for evaluation of proposals.

4.7 The University reserves the right to amend this Request for Proposal at any time prior to close of bidding and proponents are cautioned to ensure they have received all addenda (if any) prior to submitting a bid.

SECTION 5

AWARD OF CONTRACT

5.1 The successful proponent (if any) may not assign or subcontract the award or contract without the prior written consent of the University.

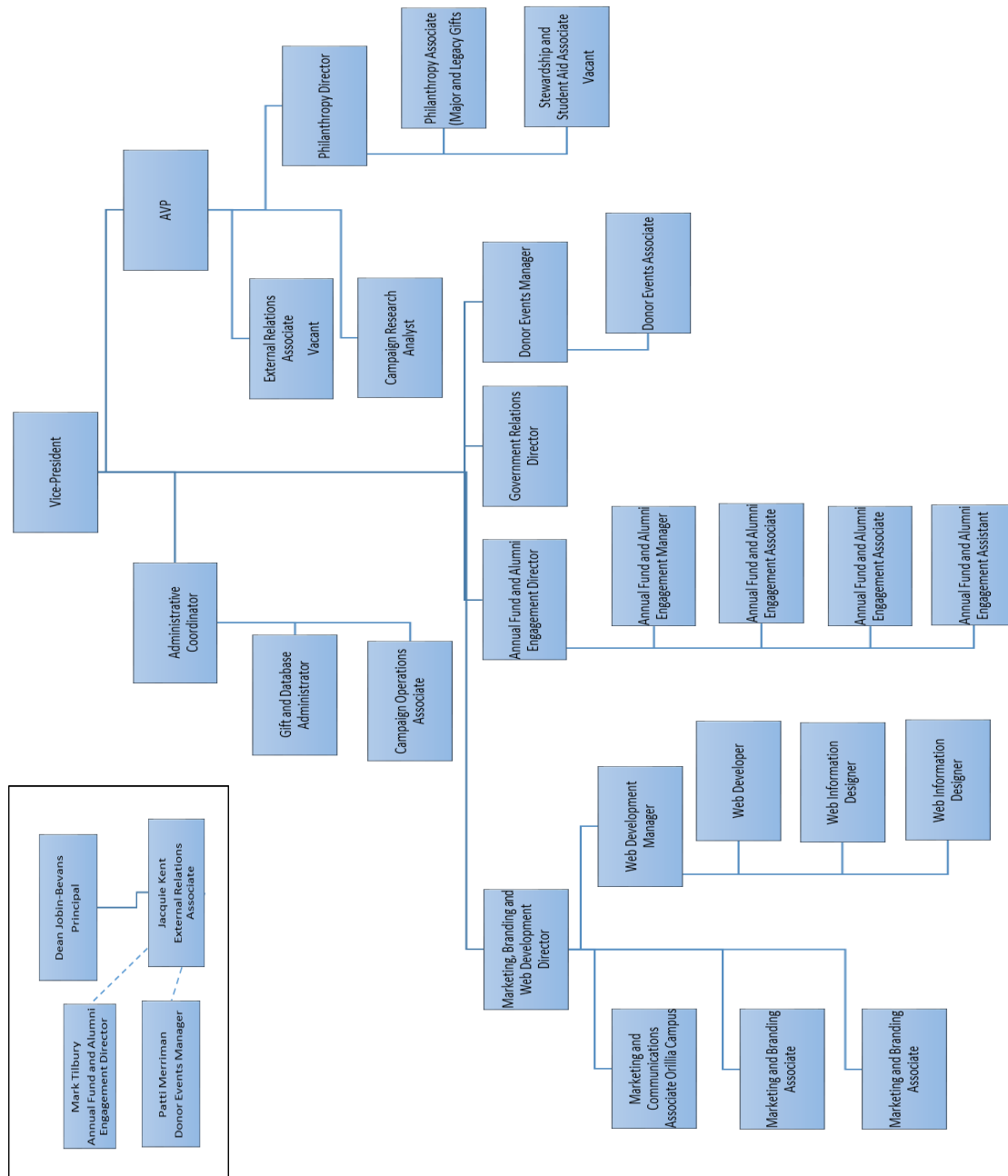
5.2 The University and the successful proponent (if any) acknowledge and agree that they are independent contractors in a contract for goods and/or services and no employer - employee, partnership nor agency relationship is intended or created by their agreement.

5.3 Notwithstanding the above, while at Lakehead University, personnel of the successful proponent (if any) must observe all regulations and policies of the University including parking and traffic regulations. Vehicles shall be parked in areas, at the successful proponent's (if any) expense, as directed by the Director of Security Services.

5.4 In addition to any rights of termination at law or in equity, Lakehead University shall have the right to terminate any contract formed with the successful proponent (if any) upon 30 days written notice to the successful proponent.

APPENDIX A

External Relations Staff Structure – September 2018



APPENDIX B

EXTERNAL RELATIONS

OPERATIONAL STRATEGIC PRIORITIES

MAY 1, 2018 - APRIL 30, 2019

PURPOSE OF EXTERNAL RELATIONS TEAM

The External Relations Team creates transformative opportunities for our students and communities by inspiring our Alumni and friends to invest in Lakehead University. We work side-by-side with our Alumni, donors, communities, faculty, staff and government to ensure that Lakehead delivers an outstanding student experience that will help our graduates transform the world through their exceptional and unconventional accomplishments.

2018-2023 STRATEGIC PLAN



External Relations has successfully integrated the University's Strategic Plan and the Strategic Enrolment Management Plan into each of the following strategic priorities.

OUTREACH - Create Opportunities for Engagement

- Continue to plan, coordinate and execute exceptional events for our constituents in order to engage with Lakehead University throughout the year including our annual homecoming events
- Increase Alumni and donor engagement through targeted events (community, faculty, chapters – local and global) and opportunities for one-on-one connections
- Continue to collaborate with Athletics (Thunderwolves) to offer engagement opportunities at away and home games
- Expand Alumni Ambassador Program (Indigenous, local and global)
- Coordinate the University's efforts to engage our local business communities and be represented at community events
- Support the implementation of the new MOU with the City of Thunder Bay
- Build additional relationships pre and post provincial election
- Relationship mapping of Alumni working in the civil service or political influence positions

EXTERNAL RELATIONS STRATEGIC PRIORITY # 2

BRAND - Celebrate the Exceptional and Unconventional

- Utilize storytelling to celebrate and recognize our Academic Excellence, Social Responsibility, Local and Global partnerships, and Entrepreneurship and Innovation (as identified in the new Strategic plan)
- Elevate the brand of Lakehead University in our communities through the strategic delivery and promotion of events
- Nominate Alumni, donors, faculty and staff for annual awards (Alumni Awards, Honorary Degrees, Fellow, Civitas, University Awards)
- Provide strategic leadership and guidance on branding to all internal partners to better centralize marketing efforts
- In collaboration and coordination with other key areas within the University, create Lakehead University's Brand Communications and Marketing Plan to strengthen the power of Lakehead's brand, nationally and internationally, and by celebrating our achievements and distinctiveness among key stakeholders.
 - This plan will be aligned with the vision and mission, academic plan, strategic plan and strategic enrolment management plans of Lakehead University
- Develop additional coalitions to share key messages with government decision makers
- Ensure the new University giving pages and External Relations landing pages provide an opportunity to highlight and celebrate our Alumni, donors and friends

EXTERNAL RELATIONS STRATEGIC PRIORITY # 3

DONORS - Donor-Centric Practices

- Continue to be philanthropic leaders through best practices, policies, procedures and resources
- Recognize, acknowledge and celebrate ALL gifts to Lakehead within the context of the stewardship program
- Continue to celebrate our Alumni, donors, students, faculty, staff and community members through customized impact reporting and story-telling
- Increased strategic and customized engagement with prospects and donors
- Develop new Giving Pages and External Relations landing pages for the University complete with automated receipting of online gifts
- Commence preparatory work for future Donor Wall through detailed review of donor records
- Develop and implement a Lakehead Loyal program to recognize consistent and consecutive annual giving and begin building a mid-level (\$5,000-24,999) donor pipeline
- Continue develop and build our skills within Colleague Advancement:
 - Expansion of the Campaign Module
 - Enhance Donor Events by continued tracking in the Activities and Events Module
 - Develop and implement the Communication Management module to improve donor communication

EXTERNAL RELATIONS STRATEGIC PRIORITY # 4

STUDENTS - Strategic Enrolment Management

- Provide External Relations guidance on Strategic Enrolment Management Committees
- Continue to foster financial support (scholarships, bursaries, and awards) to recruit and retain students (locally and globally)
- Strategically support domestic recruitment in collaboration with Enrolment Services
 - provide Alumni volunteers for OUF
 - secure Alumni Ambassadors to attend high school visits, applicant receptions and student send off events
 - obtain testimonials from Alumni for use in the Viewbook, etc
 - maintain a presence during Campus Open House(s) and Preview Day(s)
 - invite prospective applicants and their parents to attend varsity away games in their communities and/or to attend Chapter events in their communities
- Focus on creating and advancing a unified brand position and message by working collaboratively with departments in the University to ensure that their marketing and recruitment plans integrate with the overall Lakehead brand positioning and University strategic plan.
 - Work closely with recruitment leadership within the framework of the Strategic Enrolment Management Plan to build integrated marketing and recruitment plans.
- Strategically support domestic and international recruitment in collaboration with the offices of International and Enrolment Services

- Expansion of the International Alumni Ambassador program
- Continue to enhance the student experience through targeted investments by the Lakehead Annual Fund
- Collaborate with other departments in the University to foster partnerships with the public and private sectors to generate financial support for students
- Develop a comprehensive current student engagement strategy to foster future support from our Alumni
- Work with student leadership to understand their needs and better communicate the current partnerships we have with LUSU, student clubs and faculty student groups
- Highlight distinguished alumni to current students
- Ensure the Web and Portal Advisory Committee and Steering Sub-Committee work to champion a pan-University web and portal presence aligned with the vision and mission, academic plan, strategic plan, strategic enrolment management plan, and marketing and communications strategies of Lakehead University

EXTERNAL RELATIONS STRATEGIC PRIORITY # 5

REVENUE - Inspire Investment in Lakehead University

- As approved by the BOG, begin the implementation of Phase 1 action plans contained within the Philanthropic Institutional Assessment Report
- Continue to build the Lakehead Annual Fund brand and enhance opportunities for campus giving
- Leverage the MOU to begin discussions on a future philanthropic gift from the City of Thunder Bay
- Build support for priority projects amongst federal and provincial government

EXTERNAL RELATIONS STRATEGIC PRIORITY # 6

CAMPAIGN READINESS

- Within the next 18-24 months, deliver the Phase 1 Action Plan that is outlined in the Institutional Philanthropic Campaign Readiness Assessment Report for the Board's consideration
- Work with the Executive Budget Group to create an integrated budget strategy (beginning for the 2019/2020 fiscal year) that will include the required resources as recommended in the Assessment Report
- Deliver a "Roadmap" of work to be accomplished in 2018 – 2019 for the Board of Governors, ETWG and the External Relations Team

EXTERNAL RELATIONS STRATEGIC PRIORITY # 7

GTA STRATEGY

- University implementation of GTA Strategy (Approved by ETWG on December 12, 2017)
- The External Relations responsibilities include:
 - Outreach with current and new donors to build philanthropic relationships through customized donor and prospect engagement
 - Support student recruitment efforts as lead by domestic and international to ensure strong collaboration with the GTA Chapter
 - Enhanced Alumni programming (Varsity, Faculty and general engagement)

EXTERNAL RELATIONS STRATEGIC PRIORITY # 8

LAKEHEAD ORILLIA EXTERNAL RELATIONS STRATEGY

- Create and implement a Lakehead Orillia External Relations strategy in collaboration with the Principal, Orillia which encompasses the External Relations pillars
- Work in collaboration with Georgian College and Enrolment Services to build integrated marketing plans and initiatives that support collective recruitment objectives of both institutions and to build the reputation of the Lakehead-Georgian partnership and its offerings

Financial Targets 2018 – 2019

Philanthropy:	Annual	\$	650,000
	Major Gifts	\$	2,677,000
Government:	Federal	\$	1,000,000
	Provincial	\$	2,000,000
	Municipal	\$	<u>1,500,000</u>
	Total	\$	7,827,000

APPENDIX C

Lakehead University Quick Facts

- g) More information about Lakehead University is available at www.lakeheadu.ca
- h) Campuses in Thunder Bay and Orillia, ON
- i) Founded in 1946 as a technical institute, Lakehead became a University in 1965 and celebrated its 50th anniversary in 2015.
- j) Orillia Campus will celebrate its 10th Anniversary in 2016.
- k) Lakehead has 10 Faculties including Business Administration, Education, Engineering, Graduate Studies, Health and Behavioural Sciences, Medical School, Natural Resources Management, Law, Science and Environmental Studies, and Social Sciences and Humanities.
- l) More than 8,000 students (Undergraduate and Graduate)
- m) 38 Graduate programs
- n) More than 2,000 Faculty and Staff
- o) Many course and program offerings through Continuing Education and Distributed Learning

APPENDIX D

CONFIDENTIALITY AGREEMENT

(hereinafter called the "Agreement")

BETWEEN:

LAKEHEAD UNIVERSITY

(hereinafter called the "**University**")
having its principal place of operation at
955 Oliver Road,
Thunder Bay,
Ontario, Canada P7B 5E1.

AND:

[...]

(hereinafter called the "**Contractor**")
having its principal place of business at
[...]

WHEREAS the University and the Contractor (together the "**Parties**", individually "**Party**") acknowledge and agree that the University proposes confidentially to supply the Contractor with certain personal and other confidential information in University records (said personal and other confidential information is hereinafter called "**CI**") to enable the Contractor to perform services for the University (hereinafter called the "**Purpose**");

AND WHEREAS the Contractor acknowledges and agrees that the University is bound by the privacy protection provisions of Ontario's *Freedom of Information and Protection of Privacy Act*;

NOW THEREFORE, for value received, the University and the Contractor agree to all of the following terms and conditions:

- (1) "CI" means all information provided by the University to the Contractor and includes (but is not limited to) any secret or confidential information, information that can, directly or indirectly, identify an individual (personal information), materials, records, memoranda, information derived from data, business or technical information, methodologies, marketing plans, knowledge, data, know-how, or innovations of the University, except that CI does not include any information, methodologies, marketing, plans, knowledge, data, know-how, or innovations which are:
 - (a) identified by the University in writing as non-confidential;
 - (b) in the public domain;

- (a) already in the lawful possession of the Contractor prior to its receipt from the University;
 - (b) independently developed by the Contractor;
 - (c) lawfully obtained by the Contractor from a third party;
 - (d) disclosed by the Contractor with the written permission of the University; or
 - (e) disclosed by the Contractor pursuant to a Court Order, legislation, or other legal obligation.
- (2) The Contractor shall receive and maintain the CI in strict confidence and, in perpetuity, not disclose, make use of, or otherwise deal with the CI, in whole or in part, without the express written permission of the University, except in the ordinary and proper carrying out of the Purpose.
- (3) The Contractor shall restrict access to the CI to those of its employees, agents and subcontractors (hereinafter collectively called “**Associates**”) who need the access in order to perform their job functions, and shall require them not to use the CI other than for the Purpose and not to disclose the CI further.
- (4) The Contractor shall use reasonable efforts (and, in any event, that are no less than the efforts to protect its own confidential and personal information) to protect, and shall require its Associates to protect, the CI from disclosure except to the extent that this Agreement permits.
- (5) The Contractor shall notify the University immediately upon discovery of any unauthorized use or disclosure of CI, the Contractor shall cooperate with the University in every reasonable way to help the University regain possession of the CI, and the Contractor shall take steps to ensure that unauthorized use or disclosure of the CI does not recur.
- (6) Upon request by the University or termination of this Agreement, whichever happens first, the Contractor shall, as stipulated by the University, either
- (a) confidentially return to the University all CI, including all copies of any contents of the CI, or
 - (b) confidentially and irretrievably destroy all CI disclosed by the University to the Contractor, including all copies of any contents of the CI whether in paper, electronic, digital or other format or medium;

and the Contractor shall ensure that all remnants of the CI or of copies of the CI are completely and irretrievably purged from all of the Contractor’s electronic, digital or similar document storage systems and require the same of its Associates.

- (7) The Contractor shall notify the University immediately if the Contractor or any of its Associates becomes legally compelled to disclose any of the CI to any third party so that, if the University determines it is necessary, the University may seek a protective order or other appropriate remedy.
- (8) The Contractor acknowledges that, in the event of a disclosure of CI by the Contractor or its Associates not authorized by this Agreement, the harm suffered by the University may not be compensable by monetary damages alone and, accordingly, agrees that the University shall, in addition to other available legal or equitable remedies, be entitled to the issuance of immediate injunctive relief, specific performance and any other remedies in law or equity for such unauthorized disclosure.
- (9) Use or disclosure of CI by the Contractor and/or its Associates in contravention of the terms of this Agreement may, in the University's sole discretion, be sufficient to terminate this Agreement, as well as all other agreements compacted between the Parties to carry out the Purpose, upon the University's written notice to the Contractor.
- (10) Term and Termination: This Agreement shall commence on the latest date of signature of this Agreement by the Parties' authorized representatives and continue thereafter until
- (a) all other agreements, separate from this Agreement, between the Parties for carrying out the Purpose comes to an end;
 - (b) both Parties agree in writing to terminate this Agreement; or
 - (c) the conditions for termination in clause (9) above in this Agreement have been met.
- (11) Survival: The obligations of the Parties which expressly, or by their nature, survive the termination or expiration of this Agreement, shall continue in force and effect following termination or expiration until they are satisfied or, by their nature expire. Without limiting the generality of the foregoing, the Parties agree that the provisions of clauses (2), (5), and (6) above in this Agreement shall survive any termination or expiration of this Agreement.
- (12) Waivers: No waiver of any provision of this Agreement is binding unless it is in writing and signed by both Parties. No failure to exercise, and no delay in exercising, any right or remedy under this Agreement shall be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of that provision.
- (13) Severability: The invalidity of any provisions of this Agreement or any covenant herein contained or the unenforceability of the same against either Party hereto

shall not affect the validity of any other provision or covenant herein contained or the enforceability of any portion of this Agreement against a Party hereto.

- (14) Primacy: With respect to CI this Agreement supersedes all other agreements, negotiations, discussions, undertakings, representations, warranties, and understandings, whether written or verbal including, without limiting the generality of the foregoing, all agreements between the Parties related to the Purpose. For clarity, with respect to CI, should this Agreement conflict in any way with other agreements between the Parties, this Agreement shall prevail.
- (15) Governing Law: This Agreement shall be governed by and construed exclusively in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The courts of Ontario shall have exclusive jurisdiction over all claims, disputes, and actions related to this Agreement and the Parties attorn to the jurisdiction of those courts.

IN WITNESS WHEREOF the University and the Contractor have caused this Agreement to be signed and executed by their duly authorized representatives:

For the University:	For the Contractor:
<hr/>	<hr/>
Deb Comuzzi Vice-President (External Relations)	
<hr/>	<hr/>
Date	Date
<hr/>	<hr/>
Kathy Pozihun HBComm CGA Vice-President (Administration & Finance)	
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Date	Date

END OF RFP