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OMB No. 1124-0006; Expires May 31, 2020

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant	2. Registration No.
Daniel J. Edelman, Inc. 200 E. Randolph Drive - 63rd Floor Chicago, IL 60601	3634

3. Name of Foreign Principal	4. Principal Address of Foreign Principal
Ontario Ministry of Economic Development and Growth	56 Wellesley Street West 7th Floor Toronto ONTARIO M7A 2E7

5. Indicate whether your foreign principal is one of the following:

- ☒ Government of a foreign country [1]
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☐ Corporation
  - ☐ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☐ Other *(specify)* _____
- ☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

Ontario Ministry of Economic Development & Growth - Marketing & Creative Services Branch

b) Name and title of official with whom registrant deals

Lauren Spigarelli, Marketing Consultant, International Public Relations

7. If the foreign principal is a foreign political party, state:

a) Principal address

N/A

b) Name and title of official with whom registrant deals

c) Principal aim

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

N/A

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
April 27, 2018	Randall Corley, Global Compliance Officer	/s/ Randall Corley eSigned

Received by NSD/FARA Registration Unit 04/27/2018 6:35:25 PM

OMB No. 1124-0004; Expires May 31, 2020

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Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration No.
Daniel J. Edelman, Inc. 200 E. Randolph Drive - 63rd Floor Chicago, IL 60601	3634

3. Name of Foreign Principal

Ontario Ministry of Economic Development and Growth

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Public relations and communications services to support Ontario's investment attraction and export promotion programs in the US. market. The activities will be performed through strategic communications planning, media relations, event planning and management, development of communications products and translation/adaptation of materials for the aforementioned activities.

Received by NSD/FARA Registration Unit 04/27/2018 6:35:25 PM

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Activities include: strategic planning; providing market insights; calls with Edelman Toronto and MEDG/SEOs; media list development/updates; media outreach activities such as feature story pitching and coordination of interviews; media tour recruitment and follow-up; market intelligence reports as needed; collecting data and reporting on targeted in-market social media and media coverage; identification of MEDG speaking opportunities; distribution of MEDG Investment/Media Updates and announcements; coordination support on missions; supporting in-market Senior Economic Officers with activities that raise the profile of Ontario which can include media relations, support at trade events, roundtables, by-line articles, social media and identification of media opportunities; project management and administration; Command Centre scans; etc.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
April 27, 2018	Randall Corley, Global Compliance Officer	/s/ Randall Corley eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Received by NSD/FARA Registration Unit 04/27/2018 6:35:25 PM

Received by NSD/FARA Registration Unit 04/27/2018 6:35:25 PM

Agreement for International Public Relations and Services

Index

Article 1 - Interpretation and General Provisions
1.01 Defined Terms
1.02 No Indemnities from MEDEI
1.03 Entire Agreement
1.04 Severability
1.05 Interpretive Value of Contract Documents
1.06 Interpretive Value of Headings
1.07 Force Majeure
1.08 Notices by Prescribed Means
1.09 Governing Law

Article 2 - Legal Relationship Between MEDEI, Supplier and Third-Parties
2.01 Supplier's Power to Contract
2.02 Representatives May Bind Parties
2.03 Supplier Not a Partner, Agent or Employee
2.04 Responsibility of Supplier
2.05 No Subcontracting or Assignment
2.06 Duty to Disclose Change of Control
2.07 Conflict of Interest
2.08 Contract Binding

Article 3 - Performance by Supplier
3.01 Commencement of Performance
3.02 Performance Warranty
3.03 Use and Access Restrictions
3.04 Notification by Supplier to MEDEI
3.05 Condonation Not a Waiver
3.06 Changes By Written Amendment Only
3.07 Supplier to Comply with Reasonable Change Requests
3.08 Pricing for Requested Changes
3.09 Work Volumes
3.10 Performance by Specified Individuals Only
3.11 MEDEI Rights and Remedies and Supplier Obligations Not Limited to Contract

Article 4 - Payment for Performance and Audit
4.01 Payment According to Contract Rates
4.02 Default Billing and Payment Process
4.03 Hold Back or Set Off
4.04 No Expenses or Additional Charges
4.05 Payment of Taxes and Duties
4.06 Withholding Tax
4.07 Interest on Late Payment
4.08 Document Retention and Audit

Article 5 – Confidentiality and FIPPA
5.01 Confidentiality and Promotion Restrictions
5.02 OPS Confidential Information
5.03 Restrictions on Copying
5.04 Injunctive and Other Relief
5.05 Notice and Protective Order
5.06 FIPPA Records and Compliance
5.07 Survival

Article 6 - Intellectual Property
6.01 Ontario Intellectual Property
6.02 Newly Created Intellectual Property
6.03 Supplier Intellectual Property
6.04 Presumption Governing Intellectual Property Ownership
6.05 Supplier's Grant of Licence
6.06 No Restrictive Material in Deliverables
6.07 Supplier Representation and Warranty Regarding Third-Party Intellectual Property
6.08 Assurances Regarding Moral Rights
6.09 Copyright Notice
6.10 Further Assurances Regarding Copyright
6.11 No Use of Ontario Government Insignia
6.12 MEDEI May Prescribe Further Compliance
6.13 Survival

Article 7 - Indemnity and Insurance
7.01 Supplier Indemnity
7.02 Supplier's Insurance
7.03 Proof of Insurance
7.04 Proof of WSIA Coverage
7.05 Supplier Participation in Proceedings

Article 8 – Termination, Expiry and Extension
8.01 Immediate Termination of Contract
8.02 Dispute Resolution by Rectification Notice
8.03 Termination on Notice
8.04 Termination on Non-Appropriation
8.05 Supplier's Obligations on Termination
8.06 Supplier's Payment on Termination
8.07 Scope of Termination
8.08 Expiry and Extension of Contract

Article 9 - Security Clearance
9.01 Definitions
9.02 Security Screening Check
9.03 Changes
9.04 Default Under Agreement

Schedule 1
(Schedule of Deliverables, Rates and Supplementary or Alternative Provisions)

Schedule 1A
(Consent and Release Form)

Schedule 2
(Intellectual Property Forms)

Received by NSD/FARA Registration Unit 04/27/2018 6:35:25 PM

Received by NSD/FARA Registration Unit 04/27/2018 6:35:25 PM

THIS AGREEMENT ("Agreement") is made in duplicate for **International public relations services** effective **15 April 2015**.

BETWEEN:

HER MAJESTY THE QUEEN in right of Ontario as represented by the Minister of Economic Development, Employment and Infrastructure (MEDEI)

(referred to as the "MEDEI")

AND:

Edelman Public Relations Worldwide Canada Inc.
150 Bloor Street West, Suite 300
Toronto, ON M5S 2X9

(referred to as the "Supplier")

RECITALS:

1. The MEDEI requires public relations and communications services to support Ontario's investment attraction and export promotion programs in global markets;

2. The Advertising Review Board of the Ontario government has held a competition and selected the Supplier as a non-exclusive supplier of the services for the MEDEI;

3. The MEDEI wishes to retain the Supplier for the Term of the Agreement as the non-exclusive supplier to provide the required services.

In consideration of their respective agreements set out below, the parties covenant and agree as follows:

ARTICLE 1 – INTERPRETATION AND GENERAL PROVISIONS

1.01 **Defined Terms**

When used in this Agreement, the following words or expressions have the following meanings:

"Agency" means any Ontario government entity that is not a ministry, which has statutory or delegated authority and responsibility to perform a public function or service;

"Authorities" means all government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Contract;

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day which the Ontario government has elected to be closed for business;

"Business Hours" mean 8:00 a.m. to 5:00 p.m. of any Business Day;

Received by NSD/FARA Registration Unit 04/27/2018 6:35:25 PM

Received by NSD/FARA Registration Unit 04/27/2018 6:35:25 PM

"Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

(a) in relation to the competitive process, the Supplier has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having or having access to information in the preparation of its proposal that is confidential to the Crown and not available to other proponents; (ii) communicating with a "public office holder" as defined under the *Lobbyists Registration Act, 1998* with a view to influencing preferred treatment in the competitive process; (iii) communicating with any other person with a view to influencing preferred treatment in the competitive process; or (iv) engaging in conduct that compromises or could be seen to compromise the integrity of the competitive process and render that process non-competitive and unfair; or

(b) in relation to the performance of its contractual obligations in this Agreement, the Supplier's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

"Contract" means the aggregate of: (a) this Agreement, including Schedule 1 (Deliverables, Rates and Supplementary or Alternative Provisions), Schedule 1A (Consent and Release Form), Schedule 2 (Intellectual Property Forms) and any other schedule attached at the time of execution; (b) the documents issued related to the open competitive first stage selection process and any addenda to them; (c) the Supplier's proposal; and (d) any amendments executed in accordance with the terms and conditions of this Agreement;

"Deliverables" means everything developed for or provided to the MEDEI in the course of performing under the Contract or agreed to be provided to the MEDEI under the Contract, by the Supplier or its employees, volunteers, agents or subcontractors, as further defined, but not limited by Schedule 1, including but not limited to any goods or services or any and all Intellectual Property and any and all concepts, techniques, ideas, information, documentation and other materials, however recorded, developed or provided;

"Derivative Work" means a work based on the Supplier's Intellectual Property including, without limitation, an adaptation, modification, translation, expansion, condensation or transformation, that if prepared without authorization, would constitute copyright infringement or infringement of any other Intellectual Property right;

"FIPPA" means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended;

"Fiscal Year" means the period running from April 1 in one calendar year to and including March 31 in the next calendar year.

"Indemnified Parties" means Her Majesty the Queen in right of Ontario, her Ministers, appointees and employees;

"Industry Standards" include, but are not limited to (a) the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of the Contract or customarily furnished by Persons providing Deliverables of the type provided hereunder in similar situations in Ontario and; (b) adherence to commonly accepted norms of ethical business practices, which shall include the Supplier establishing, and ensuring adherence to, precautions to prevent its employees or agents from providing or offering gifts or hospitality of greater than nominal value to any person acting on behalf of or employed by Her Majesty the Queen in right of Ontario;

"Intellectual Property" means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity. Also, including in particular and without limitation, all programs, plans, procedures, art, drawings, designs, patterns, specifications, formula, process, data, research, documents, experiments, reports, studies, papers, preliminary sketches, layouts, copy, commercial material, computer software, computer disks, source codes, laser prints, photography, films, video tapes, transcriptions, composition of material, compilation of information, and plans for advertising;

"Newly Created Intellectual Property" means any Intellectual Property created by the Supplier in the course of performance of its obligations under the Contract;

Received by NSD/FARA Registration Unit 04/27/2018 6:35:25 PM

"Ontario" means the ministries and other administrative units of the Ontario government over which Ministers of the Crown preside, and for the purposes of this Agreement includes Agencies, and **"OPS"** has the same meaning;

"Ontario Confidential Information" means all information of Ontario that is of a confidential nature, including all confidential information in the custody or control of Ontario, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Supplier in connection with the Contract. For the purposes or greater certainty, Ontario Confidential Information shall:

(a) include: (i) all new information derived at any time from any OPS Confidential Information whether created by the OPS, the Supplier or any third-party; (ii) all information (including Personal Information) that the OPS is obliged, or has the discretion, not to disclose under provincial or federal legislation;

(b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the Supplier of any duty of confidentiality owed by the Supplier to the OPS or to any third-party; (ii) the Supplier can demonstrate to have been rightfully obtained by the Supplier, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Supplier free of any obligation of confidence; (iii) the Supplier can demonstrate to have been rightfully known to or in the possession of the Supplier at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Supplier; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or at law;

"MEDEI Address" and **"MEDEI Representative,"** mean:

Ministry of Economic Development, Employment and Infrastructure
Hearst Block, 8th Floor
900 Bay Street
Toronto, ON M7A 2E1

Attention: Patricia Pytel, Senior Communications Officer
International Public Relations

"Person" if the context allows, includes any persons, firms, partnerships or corporations or any combination thereof;

"Personal Information" has the same definition as in subsection 2(1) of FIPPA, that is, recorded information about an identifiable individual or that may identify an individual and includes all Personal Information obtained by the Supplier from the MEDEI or created by the Supplier pursuant to the Contract;

"Proceeding" means any action, claim, demand, lawsuit, or other proceeding;

"Procurement Card" means any of the corporate credit cards used by the MEDEI, as may be changed from time to time;

"Procurement Card Protocols" means the manner in which the Supplier is required to process any payments under the Contract that the MEDEI elects to make by way of Procurement Card, which shall include the requirement to (a) collect the authorized employee's name, the abbreviated MEDEI name, the expiry date and the employee's authorization; (b) contact the financial institution identified on the Procurement Card each time the Procurement Card is used for payment; (c) receive payment from the financial institution named on the Procurement Card once that institution authorizes payment; and (d) bear the cost of any and all charges relating to the use of the Procurement Card, including the financial institution's charges for payment through the Procurement Card;

"Proposal" means all the documentation submitted by the Supplier in response to the competitive process;

"Rates" means the applicable price, in Canadian funds, to be charged for the applicable Deliverables, as set out in Schedule 1, representing the full amount chargeable by the Supplier for the provision of the Deliverables, including but not limited to (a) all applicable duties and taxes; (b) all labour and material costs; (c) all travel and carriage costs (d) all insurance costs; and (e) all other overhead including any fees or other charges required by law;

Received by NSD/FARA Registration Unit 04/27/2018 6:35:25 PM

Received by NSD/FARA Registration Unit 04/27/2018 6:35:25 PM

"Record", for the purposes of the Contract, means any recorded information, including any Personal Information, in any form: (a) provided by the MEDEI to the Supplier, or provided by the Supplier to the MEDEI, for the purposes of the Contract; or (b) created by the Supplier in the performance of the Contract; and shall include or exclude any information specifically described in Schedule 1;

"Requirements of Law" mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorisations, directions, and agreements with all Authorities that now or at any time hereafter may be applicable to either the Contract or the Deliverables or any part of them;

"Supplier Address" and **"Supplier Representative,"** mean:

Edelman Public Relations Worldwide Canada Inc.
150 Bloor Street West, Suite 300
Toronto, ON M5S 2X9

Authorized signing officers:
John Clinton, Chair & CEO, 416 979-3350 (x5338), john.clinton@edelman.com
Lisa Kimmel, President, 416 849-2001 (x5252), lisa.kimmel@edelman.com
Mario Cordeiro, CFO, 416 849-4448 (x5222), mario.cordeiro@edelman.com

Primary client contacts:
Bob Richardson, EVP, Public Affairs (416) 849-1913 Bob.Richardson@edelman.com
Amy Boddington, VP, Public Affairs (416) 849-2836 Amy.Boddington@edelman.com

Designated company security officer:
John Iatonna, SVP, Global IT Information Security
John.Iatonna@edelman.com, 312-616-1673

"Supplier's Intellectual Property" means Intellectual Property owned by the Supplier prior to its performance under the Contract or created by the Supplier during the Term of the Contract independently of the performance of its obligations under the Contract;

"Term" means the period of time beginning the effective date written at the top of page 2 and ending the later of (a) **14 April 2018**; or (b) the expiry date of any extension to the Contract;

"Third-Party Intellectual Property" means any Intellectual Property owned by a party other than Her Majesty the Queen in right of Ontario or the Supplier.

1.02 **No Indemnities from MEDEI**
Despite anything else in the Contract, any express or implied reference to the MEDEI providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of Ontario, whether at the time of execution of this Agreement or at any time during the Term of the Contract, shall be void and of no legal effect.

1.03 **Entire Agreement**
The Contract embodies the entire agreement between the parties with regard to the provision of Deliverables and supersedes any prior understanding or agreement, collateral, oral or otherwise, existing between the parties at the date of execution of this Agreement.

1.04 **Severability**
If any term or condition of the Contract, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Contract, and the application of the term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

1.05 **Interpretive Value of Contract Documents**
In the event of a conflict or inconsistency in any provisions in the Contract (a) the main body of this Agreement shall govern over the Schedules to this Agreement, except for any specifically alternative

Received by NSD/FARA Registration Unit 04/27/2018 6:35:25 PM

Received by NSD/FARA Registration Unit 04/27/2018 6:35:25 PM

provisions of Schedule 1 and; (b) this Agreement (including its Schedules) shall govern over the proposal request and the Proposal.

1.06 **Interpretive Value of Headings**
The headings in the Contract are for convenience of reference only and in no manner modify, interpret or construe the Contract.

1.07 **Force Majeure**
Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where the delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of the event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under this Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for the delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the Contract by giving notice of termination and the termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

1.08 **Notices by Prescribed Means**
Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or facsimile and shall be addressed to, respectively, the MEDEI Address to the attention of the MEDEI Representative and to the Supplier Address to the attention of the Supplier Representative. Notices shall be deemed to have been given (a) in the case of postage-prepaid envelope, five (5) Business Days after the notice is mailed; or (b) in the case of personal delivery or facsimile one (1) Business Day after the notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or by facsimile. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

1.09 **Governing Law**
The Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

ARTICLE 2 – LEGAL RELATIONSHIP BETWEEN MEDEI, SUPPLIER AND THIRD-PARTIES

2.01 **Supplier's Power to Contract**
The Supplier represents and warrants that it has the full right and power to enter into the Contract and there is no agreement with any other Person that would in any way interfere with the rights of the MEDEI under this Contract.

2.02 **Representatives May Bind the Parties**
The parties represent that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.

2.03 **Supplier Not a Partner, Agent or Employee**
The Supplier shall have no power or authority to bind the MEDEI or to assume or create any obligation or responsibility, express or implied, on behalf of the MEDEI. The Supplier shall not hold itself out as an agent, partner or employee of the MEDEI. Nothing in the Contract shall have the effect of creating an employment, partnership or agency relationship between the MEDEI and the Supplier (or any of the Supplier's directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors) or constitute an appointment under the *Public Service Act*, R.S.O. 1990, c. P.47, as amended.

2.04 **Responsibility of Supplier**
The Supplier agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers and subcontractors. This paragraph is in addition to any and all of the Supplier's liabilities under the Contract and under the general application of law. The Supplier shall advise these individuals and entities of its obligations under the Contract and, without limiting the generality of the foregoing, shall take appropriate action to ensure compliance with (a) the Contract generally and (b) with the

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Received by NSD/FARA Registration Unit 04/27/2018 6:35:25 PM

requirements of Article 5 (Confidentiality and FIPPA) of the Agreement. In addition to any other liabilities of the Supplier pursuant to the Agreement or otherwise at law or in equity, the Supplier shall be liable for all damages, costs, expenses, losses, claims or actions arising from any breach of the Contract resulting from the actions of the above mentioned individuals and entities.

2.05 **No Subcontracting or Assignment**
The Supplier shall not subcontract or assign the whole or any part of the Contract or any monies due under it without the prior written consent of the MEDEI. The consent shall be in the sole discretion of the MEDEI and subject to the terms and conditions that may be imposed by the MEDEI. Without limiting the generality of the conditions which the MEDEI may require prior to consenting to the Supplier's use of a subcontractor, every contract entered into by the Supplier with a subcontractor shall adopt all of the terms and conditions of this Contract as far as applicable to those parts of the Deliverables provided by the subcontractor, including the ability of the Supplier to terminate the contract upon 30 days' written notice. Nothing contained in the Contract, nor any consent granted under this paragraph, shall create a contractual relationship between any subcontractor or its employees and the MEDEI.

2.06 **Duty to Disclose Change of Control**
If the Supplier undergoes a change in control the Supplier shall immediately disclose the change in control to the MEDEI and shall comply with any terms and conditions subsequently prescribed by the MEDEI, acting reasonably, resulting from the disclosure.

2.07 **Conflict of Interest**
The Supplier shall (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the MEDEI to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the MEDEI may, at its sole and absolute discretion, immediately terminate the Contract upon giving notice to the Supplier where (a) the Supplier fails to disclose an actual or potential Conflict of Interest; (b) the Supplier fails to comply with any requirements prescribed by the MEDEI to resolve a Conflict of Interest; or (c) the Supplier's Conflict of Interest cannot be resolved. This paragraph shall survive any termination or expiry of the Contract.

2.08 **Contract Binding**
The Contract shall enure to the benefit of and be binding upon the parties and their successors, executors, administrators and their permitted assigns.

ARTICLE 3 - PERFORMANCE BY SUPPLIER

3.01 **Commencement of Performance**
The Supplier shall commence performance upon receipt of written instructions from the MEDEI.

3.02 **Performance Warranty**
The Supplier hereby represents and warrants that the Deliverables shall be provided fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations and furthermore that all Deliverables will be provided in accordance with (a) the Contract; (b) Industry Standards; and (c) Requirements of Law. If any of the Deliverables, in the opinion of the MEDEI, are inadequately provided or require corrections, the Supplier shall forthwith make the necessary corrections at its own expense as specified by the MEDEI in a rectification notice.

3.03 **Use and Access Restrictions**
The Supplier acknowledges that unless it obtains specific written preauthorization from the MEDEI, any access to or use of OPS property, technology or information that is not necessary for the performance of its contractual obligations with the MEDEI is strictly prohibited. The Supplier further acknowledges that the MEDEI may monitor the Supplier to ensure compliance with this paragraph. This paragraph is in addition to and shall not limit any other obligation or restriction placed upon the Supplier.

3.04 **Notification by Supplier to MEDEI**
During the Term, the Supplier shall advise the MEDEI promptly of (a) any contradictions, discrepancies or errors found or noted in the Contract; (b) supplementary details, instructions or directions that do not correspond with those contained in the Contract; and (c) any omissions or other faults that become evident and should be corrected in order to provide the Deliverables in accordance with the Contract and Requirements of Law.

Received by NSD/FARA Registration Unit 04/27/2018 6:35:25 PM

Received by NSD/FARA Registration Unit 04/27/2018 6:35:25 PM

3.05 **Condonation Not a Waiver**
Any failure by the MEDEI to insist in one or more instances upon strict performance by the Supplier of any of the terms or conditions of the Contract shall not be construed as a waiver by the MEDEI of its right to require strict performance of any of the terms or conditions, and the obligations of the Supplier with respect to the performance shall continue in full force and effect.

3.06 **Changes By Written Amendment Only**
Any changes to the Contract shall be by written amendment signed by the parties. No changes shall be effective or shall be carried out in the absence of the amendment.

3.07 **Supplier to Comply With Reasonable Change Requests**
In writing, the MEDEI may request changes to the Contract, which may include altering, adding to, or deleting any of the Deliverables. The Supplier shall comply with all reasonable MEDEI change requests and the performance of the request shall be in accordance with the terms and conditions of the Contract. If the Supplier is unable to comply with the change request, it shall promptly notify the MEDEI and provide reasons for the non-compliance. In any event, the change request shall not be effective until a written amendment reflecting the change has been executed by the parties.

3.08 **Pricing for Requested Changes**
Where an MEDEI change request includes an increase in the scope of the previously contemplated Deliverables, the MEDEI shall set out, in its change request, the proposed prices for the contemplated changes. Where the Rates in effect at the time of the change request:

(a) include pricing for the particular type of goods or services contemplated in the change request, the Supplier shall not unreasonably refuse to provide those goods or services at prices consistent with those Rates; or
(b) are silent to the applicable price for the particular goods or services contemplated in the change request, the price shall be negotiated between the MEDEI and the Supplier within a reasonable period of time;

and in any event, a change request shall not become effective until a written amendment reflecting the change has been executed by the parties.

3.09 **Work Volumes**
The Supplier acknowledges that it is providing the Deliverables to the MEDEI on a non-exclusive basis. The MEDEI makes no representation regarding the volume of goods and services required under the Contract. The MEDEI reserves the right to contract with other parties for the same or similar goods and services as those provided by the Supplier and reserve the right to obtain the same or similar goods and services internally.

3.10 **Performance by Specified Individuals Only**
The Supplier agrees that to the extent that specific individuals are named in Schedule 1 as being responsible for the provision of the Deliverables, only those individuals shall provide the Deliverables under the Contract. The Supplier shall not replace or substitute any of the specified individuals without the prior written approval of the MEDEI, which may not arbitrarily or unreasonably be withheld. Should the Supplier require the substitution or replacement of any of the specified individuals, it is understood and agreed that any proposed replacement must possess similar or greater qualifications than the individual named in Schedule 1. The Supplier shall not claim fees for any replacement individual(s) greater than the Rates originally established under Schedule 1.

3.11 **Substitution of Businesses in International Network**
The Supplier agrees that MEDEI may require the Supplier to terminate its relationship with any subcontractors, including the businesses that form the Supplier's international network, upon 30 days' written notice.

3.12 **Rights and Remedies and Supplier Obligations Not Limited to Contract**
The express rights and remedies of the MEDEI and obligations of the Supplier set out in the Contract are in addition to and shall not limit any other rights and remedies available to the MEDEI or any other obligations of the Supplier at law or in equity.

Received by NSD/FARA Registration Unit 04/27/2018 6:35:25 PM

Received by NSD/FARA Registration Unit 04/27/2018 6:35:25 PM

ARTICLE 4 - PAYMENT FOR PERFORMANCE AND AUDIT

4.01 **Payment According to Contract Rates**
Subject to the Supplier's compliance with the provisions of the Contract, the MEDEI shall pay the Supplier for the Deliverables provided at the Rates established under the Contract.

4.02 **Default Billing and Payment Process**
Unless the parties expressly set out an alternative billing and payment process in Schedule 1, the following process shall govern:

(a) the Supplier shall provide the MEDEI with a monthly billing statement no later than ten (10) Business Days after the end of each month and that billing statement shall include (i) the reference number assigned to the Contract by the MEDEI, if applicable; (ii) a brief description of the Deliverables provided for the relevant month; and (iii) taxes, if payable by the MEDEI, identified as separate items;

(b) the MEDEI shall approve or reject the billing statement within fifteen (15) Business Days and if the MEDEI rejects the billing statement, it shall so advise the Supplier promptly in writing and the Supplier shall provide additional information as required by the MEDEI to substantiate the billing statement;

(c) each billing statement must be approved by the MEDEI before any payment is released and payment shall be made within thirty (30) Business Days of the approval; and

any subparagraph set out above that is not expressly replaced in Schedule 1 with an alternative provision shall remain in full force and effect.

4.03 **Hold Back or Set Off**
The MEDEI may hold back or set off against payment if, in the opinion of the MEDEI acting reasonably, the Supplier has failed to comply with any requirements of the Contract.

4.04 **No Expenses or Additional Charges**
There shall be no other charges payable to the Supplier under the Contract other than the Rates established under the Contract.

4.05 **Payment of Taxes and Duties**
The Supplier shall pay or charge and remit, as required, all applicable taxes, including excise taxes incurred by or on the Supplier's behalf with respect to the Contract.

4.06 **Withholding Tax**
The MEDEI shall withhold any applicable withholding tax from amounts due and owing to the Supplier under the Contract and shall remit it to the appropriate government in accordance with applicable tax laws.

4.07 **Interest on Late Payment**
If a payment is in arrears through no fault of the Supplier, the interest charged by the Supplier, if any, for any late payment is subject to required approvals under the *Financial Administration Act*, R.S.O. 1990, c. F-12 and shall not exceed the pre-judgment interest rate established under Section 127(2) of the *Courts of Justice Act*, R.S.O. 1990, c. C43, in effect on the date that the payment went into arrears

4.08 **Document Retention and Audit**
For seven (7) years after the expiration of the Term the Supplier shall maintain all necessary records to substantiate (a) all charges and payments under the Contract and (b) that the Deliverables were provided in accordance with the Contract and with Requirements of Law. During the Term, and for seven (7) years after the Term, the Supplier shall permit and assist the MEDEI in conducting audits of the operations of the Supplier to verify (a) and (b) above. The MEDEI shall provide the Supplier with at least ten (10) Business Days prior notice of its requirement for the audit. The Supplier's obligations under this paragraph shall survive any termination or expiry of the Contract.

ARTICLE 5 - CONFIDENTIALITY AND FIPPA

5.01 **Confidentiality and Promotion Restrictions**
Any publicity or publications related to the Contract shall be at the sole discretion of the MEDEI. In its sole discretion, the MEDEI may acknowledge the Deliverables provided by the Supplier in any publicity or publication. The Supplier shall not make use of its association with the MEDEI without the prior written

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consent of the MEDEI. Without limiting the generality of this paragraph, at any time before or after the Contract, the Supplier shall not communicate directly or indirectly with the media in relation to the Contract unless it has first obtained the express written authorization to do so by the MEDEI.

5.02 **OPS Confidential Information**
During and following the Term, the Supplier shall (a) keep all Ontario Confidential Information confidential and secure; (b) limit the disclosure of Ontario Confidential Information to only those employees who have a need to know it and who have been specifically authorized to have disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any Ontario Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of the MEDEI (ii) in respect of any Ontario Confidential Information about any third-party, the written consent of the third-party; (d) provide Ontario Confidential Information to the MEDEI on demand; and (e) return all Ontario Confidential Information to the MEDEI before the termination or expiry of the Term, with no copy or portion kept by the Supplier.

5.03 **Restrictions on Copying**
The Supplier shall not copy any Ontario Confidential Information, in whole or in part, unless copying is essential for the provision of the Deliverables. On each copy made by the Supplier, the Supplier must reproduce all notices which appear on the original.

5.04 **Injunctive and Other Relief**
The Supplier acknowledges that breach of any provisions of this Article may cause irreparable harm to the MEDEI or to any third-party to whom the MEDEI owes a duty of confidence, and that the injury to the MEDEI or to any third-party may be difficult to calculate and inadequately compensable in damages. The Supplier agrees that the MEDEI is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy against any actual or potential breach of the provisions of this Article.

5.05 **Notice and Protective Order**
If the Supplier or any of its directors, officers, employees, agents, representatives or advisors become legally compelled to disclose any Ontario Confidential Information, the Supplier will provide the MEDEI with prompt notice to that effect in order to allow the MEDEI to seek one or more protective orders or other appropriate remedies to prevent or limit the disclosure, and it shall co-operate with the MEDEI and their legal counsel to the fullest extent. If protective orders or other remedies are not obtained, the Supplier will disclose only that portion of Ontario Confidential Information which the Supplier is legally compelled to disclose, only to the person or persons to which the Supplier is legally compelled to disclose, and the Supplier shall provide notice to each recipient (in co-operation with legal counsel for the MEDEI) that Ontario Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in this Agreement and, if possible, shall obtain each recipient's written agreement to receive and use Ontario Confidential Information subject to those terms and conditions.

5.06 **FIPPA Records and Compliance**
The Supplier and the MEDEI acknowledge and agree that FIPPA applies to and governs all Records and may require the disclosure of Records to third parties. Furthermore, the Supplier agrees:

(a) to keep Records secure;

(b) to provide Records to the MEDEI within seven (7) calendar days of being directed to do so by the MEDEI for any reason including an access request or privacy issue;

(c) not to access any Personal Information unless the MEDEI determines, in its sole discretion, that access is permitted under FIPPA and is necessary in order to provide the Deliverables;

(d) not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by the MEDEI;

(e) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so;

(f) to restrict access to Personal Information to those of its employees who have a need to know it and who have been specifically authorized to have access for the purpose of providing the Deliverables;

Received by NSD/FARA Registration Unit 04/27/2018 6:35:25 PM

(g) to implement other specific security measures that in the reasonable opinion of the MEDEI would improve the adequacy and effectiveness of the Supplier's measures to ensure the security and integrity of Personal Information and Records generally; and

(h) that any confidential information supplied to the MEDEI may be disclosed by the MEDEI where it is obligated to do so under FIPPA, by an order of a court or tribunal or pursuant to a legal proceeding;

and the provisions of this paragraph shall survive any termination or expiry of the Contract and shall prevail over any inconsistent provisions in the Contract.

5.07 **Survival**
The provisions of this Article shall survive any termination or expiry of the Contract.

ARTICLE 6 – INTELLECTUAL PROPERTY

6.01 **MEDEI Intellectual Property**
The Supplier agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by the MEDEI to the Supplier shall remain the sole property of the MEDEI at all times.

6.02 **Newly Created Intellectual Property**
MEDEI shall be the sole owner of any Newly Created Intellectual Property. The Supplier irrevocably assigns to and in favour of the MEDEI and the MEDEI accepts every right, title and interest in and to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time and irrevocably waives in favour of the MEDEI all rights of integrity and other moral rights to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time.

6.03 **Supplier Intellectual Property**
Subject to Section 6.04, the MEDEI agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by the Supplier to the MEDEI that is not: (i) MEDEI Intellectual Property; (ii) Newly Created Intellectual Property or, (iii) Third Party Intellectual Property shall remain the sole property of the Supplier at all times.

6.04 **Presumption Governing Intellectual Property Ownership**
If the Supplier's Intellectual Property or Third Party Intellectual Property forms any part of the Deliverables, the Supplier shall notify the MEDEI of such prior to the delivery of the particular Deliverable containing any such Supplier Intellectual Property or Third Party Intellectual Property. In the absence of any such notice, the presumption governing the Contract shall be that the MEDEI is the sole owner of any Intellectual Property in any form contained in any of the Deliverables.

6.05 **Supplier's Grant of Licence**
To the extent that the Deliverables contain, in whole in part, Supplier Intellectual Property or Third Party Intellectual Property, the Supplier grants to the MEDEI, a perpetual, worldwide, nonexclusive, irrevocable, transferable, royalty free, fully paid up right and licence: (a) to use, modify, reproduce and distribute, in any form, those Deliverables; and (b) to authorize other Persons, including agents, contractors or sub-contractors, to do any of the former on behalf of the MEDEI, the total consideration for which shall be payment of the Rates to the Supplier by the MEDEI.

6.06 **No Restrictive Material in Deliverables**
The Supplier shall not incorporate into any Deliverables anything that would restrict the right of the MEDEI to modify, further develop or otherwise use the Deliverables in any way that the MEDEI deems necessary, or that would prevent the MEDEI from entering into any contract with any contractor other than the Supplier for the modification, further development of or other use of the Deliverables.

6.07 **Supplier Representation and Warranty Regarding Third-Party Intellectual Property**
The Supplier represents and warrants that the provision of the Deliverables shall not infringe or induce the infringement of any Third-Party Intellectual Property rights. The Supplier further represents and warrants that it has obtained assurances with respect to any Supplier Intellectual Property and Third-Party Intellectual Property that any rights of integrity or any other moral rights associated therewith have been waived.

Received by NSD/FARA Registration Unit 04/27/2018 6:35:25 PM

Received by NSD/FARA Registration Unit 04/27/2018 6:35:25 PM

6.08 **Assurances Regarding Moral Rights**
At the request of the MEDEI, at any time or from time to time, the Supplier shall execute and agrees to cause the Supplier's Personnel to execute an irrevocable written waiver of any moral rights or other rights of integrity in the applicable Deliverable(s) in favour of the MEDEI, such waiver to be in a form acceptable to the MEDEI, and which waiver may be invoked without restriction by any person authorized by the MEDEI to use the Deliverables. The Supplier shall deliver such written waiver(s) to the MEDEI within ten (10) Business Days of the receipt of the request from the MEDEI.

6.09 **Copyright Notice**
The Supplier shall place a copyright notice on all recorded Deliverables it provides to Ontario under the Contract in the following form: "© Queen's Printer for Ontario, [**insert year of publication**]"

6.10 **Further Assurances Regarding Copyright**
At the request of the MEDEI, at any time or from time to time, the Supplier shall execute and agrees to cause the Supplier's Personnel to execute a written assignment of copyright in the applicable Deliverable(s) to the MEDEI in a form acceptable to the MEDEI. The Supplier shall deliver such written assignment(s) to the MEDEI within ten (10) Business Days of the receipt of the request from the MEDEI. The Supplier shall assist the MEDEI in preparing any Canadian copyright registration that the MEDEI considers appropriate. The Supplier will obtain or execute any other document reasonably required by the MEDEI to protect the Intellectual Property of the MEDEI.

6.11 **No Use of Ontario Government Insignia**
The Supplier shall not use any insignia or logo of Her Majesty the Queen in right of Ontario except where required to provide the Deliverables, and only if it has received the prior written permission of the MEDEI to do so.

6.12 **MEDEI May Prescribe Further Compliance**
The MEDEI reserves the right to prescribe the specific manner in which the Supplier shall perform its obligations relating to this Article.

6.13 **Survival**
The obligations contained in this Article shall survive the termination or expiry of the Contract

ARTICLE 7 – INDEMNITY AND INSURANCE

7.01 **Supplier Indemnity**
The Supplier hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, "Claims"), by whomever made, sustained, incurred, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Supplier, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Contract. The Supplier further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organisation, including, without limitation, the MEDEI, claimed or resulting from such Claims. The obligations contained in this paragraph shall survive the termination or expiry of the Contract.

7.02 **Supplier's Insurance**
The Supplier hereby agrees to put in effect and maintain for the duration of the Contract, at its own cost and expense, with insurers acceptable to the Risk Management & Insurance Services (RMIS) of Shared Services Bureau, all the necessary and appropriate insurance that a prudent person in the business of the Supplier would maintain including, but not limited to:

(a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than $2,000,000 per occurrence, $2,000,000 products and completed operations aggregate. The policy is to include the following:

- the Indemnified Parties as a additional insureds with respect to liability arising in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Contract;
- contractual liability coverage;

Received by NSD/FARA Registration Unit 04/27/2018 6:35:25 PM

- cross-liability clause;
- employers' liability coverage (or compliance with the paragraph below entitled "Proof of WSIA Coverage" is required);
- 30 day written notice of cancellation, termination or material change;
- tenants' legal liability coverage (if applicable and with applicable sub-limits);
- non-owned automobile coverage with blanket contractual coverage for hired automobiles; and

(b) errors & omissions liability insurance, insuring liability for errors and omissions in the performance or failure to perform the services contemplated in this agreement, in the amount not less than $2,000,000 per claim and in the annual aggregate.

7.03 **Proof of Insurance**
The Supplier shall provide the MEDEI with proof of the insurance required by this Agreement in the form of valid certificates of insurance that reference this Agreement and confirm the required coverage, on or before the commencement of this Agreement, and renewal replacements on or before the expiry of the insurance. Upon the request of the MEDEI, a copy of each insurance policy shall be made available to it. The Supplier shall ensure that each of its subcontractors complies with the insurance requirements set out in this Agreement by obtaining similar types of insurance and providing the Supplier with proof of the acquisition and maintenance of the insurance.

7.04 **Proof of W.S.I.A. Coverage**
If the Supplier is subject to the Workplace Safety and Insurance Act (WSIA), it shall submit a valid clearance certificate of WSIA coverage to the MEDEI prior to the execution of the Agreement. In addition, the Supplier shall, from time to time at the request of the MEDEI, provide additional WSIA clearance certificates. The Supplier covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it/its subcontractors, from time to time during the Term, under the WSIA, failing which the MEDEI shall have the right, in addition to and not in substitution for any other right it may have pursuant to the Contract or otherwise at law or in equity, to pay to the Workplace Safety and Insurance Board any amount due pursuant to the WSIA and unpaid by the Supplier or its subcontractors and to deduct such amount from any amount due and owing from time to time to the Supplier pursuant to the Contract together with all costs incurred by the MEDEI in connection therewith.

7.05 **Supplier Participation in Proceedings**
The Supplier shall, at its expense, to the extent requested by the MEDEI, participate in or conduct the defence of any Proceeding against any Indemnified Parties referred to in this Article and any negotiations for their settlement. The MEDEI may elect to participate in or conduct the defence of any such Proceeding by notifying the Supplier in writing of such election without prejudice to any other rights or remedies of the MEDEI under the Contract, Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel. The Supplier shall enter into no settlement unless it has obtained the prior written approval of the MEDEI. If the Supplier is requested by the MEDEI to participate in or conduct the defence of any such Proceeding, the MEDEI agrees to co-operate with and assist the Supplier to the fullest extent possible in the Proceedings and any related settlement negotiations. If the MEDEI conducts the defence of any such Proceedings, the Supplier agrees to co-operate with and assist the MEDEI to the fullest extent possible in the Proceedings and any related settlement negotiations. This paragraph shall survive any termination or expiry of the Contract.

ARTICLE 8 – TERMINATION, EXPIRY AND EXTENSION

8.01 **Immediate Termination of Contract**
The MEDEI may immediately terminate the Contract upon giving notice to the Supplier if the Supplier:

(a) is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Supplier's insolvency;

(b) breaches any provision in Article 5 (Confidentiality and FIPPA) of this Agreement;

(c) breaches the Conflict of Interest paragraph in Article 2 (Legal Relationship Between MEDEI, Supplier and Third-Parties) of this Agreement;

(d) prior to or after executing this Agreement, makes a material misrepresentation or omission or provides materially inaccurate information to the MEDEI;

Received by NSD/FARA Registration Unit 04/27/2018 6:35:25 PM

(e) undergoes a change in control which, in the sole opinion of the MEDEI, adversely affects the Supplier's ability to satisfy some or all of its obligations under the Contract;

(f) subcontracts for the provision of part or all of the Deliverables or assigns the Contract without first obtaining the written approval of the MEDEI; or

(g) acts or omits to act constituting a substantial failure of performance;

and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

8.02 **Dispute Resolution by Rectification Notice**
Subject to the above paragraph, if the Supplier fails to comply with any of its obligations under the Contract, the MEDEI may issue a rectification notice to the Supplier setting out the manner and time frame for rectification. Within seven (7) Business Days of receipt of that notice the Supplier shall either (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the MEDEI. If the Supplier fails to either comply with that rectification notice or provide a satisfactory rectification plan, the MEDEI may immediately terminate the Contract. Where the Supplier has been given a prior rectification notice, the same subsequent type of non-compliance by the Supplier shall allow the MEDEI to immediately terminate the Contract.

8.03 **Termination on Notice**
The MEDEI reserves the right to terminate the Contract, without cause, upon thirty (30) calendar days prior written notice to the Supplier.

8.04 **Termination for Non-Appropriation**
If this Contract extends into a Fiscal Year subsequent to its execution, continuation of the Contract is conditional upon an appropriation of moneys by the Legislature of Ontario ("Legislature") sufficient to satisfy payments due under the Contract. If moneys are not available as a result of: (i) non-appropriation by the Legislature for the Fiscal Year in which payment becomes due; and (ii) the payment being neither charged nor chargeable to an appropriation of the Legislature for a previous Fiscal Year, the MEDEI may terminate the Contract on giving notice to the Supplier. Termination shall become effective on the date of the beginning of the first Fiscal Year for which funds have not been appropriated.

8.05 **Supplier's Obligations on Termination**
In addition to its other obligations under the Contract and at law, the Supplier shall:

(a) provide the MEDEI with a report detailing (i) the current state of the provision of Deliverables to Clients by the Supplier at the date of termination; and (ii) any other information requested by the MEDEI pertaining to the provision of the Deliverables to Clients and performance of the Contract;

(b) execute documentation as may be required by the MEDEI to give effect to the termination of the Contract, including any assignment of rights as specified in Schedule 2 - Intellectual Property;

(c) comply with any other instructions provided by the MEDEI, including but not limited to instructions for facilitating the transfer of its obligations to another Person;

(d) the Supplier shall not commence work on any other item of service or production not authorized by the MEDEI except for work requested in writing by the MEDEI subsequent to the Notice of Termination;

(e) the Supplier shall complete all responsibilities previously authorized by the MEDEI unless the MEDEI provides written instructions to the Supplier to do otherwise; and

(f) the MEDEI shall be responsible to the Supplier for the payment of all amounts due and owing by it up to the date of termination together with all amounts, if any, due and owing thereafter less any amounts set off by the MEDEI for which the Supplier is responsible.

8.06 **Supplier's Payment on Termination**
The MEDEI shall only be responsible for the payment of the Deliverables provided under the Contract up to and including the effective date of any termination. Termination shall not relieve the Supplier of its warranties and other responsibilities relating to the Deliverables performed or money paid. In addition to its other rights of hold back or set off, the MEDEI may hold back payment or set off against any payments owed

Received by NSD/FARA Registration Unit 04/27/2018 6:35:25 PM

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if the Supplier fails to comply with its obligations on termination. MEDEI shall only be responsible for payment to Supplier in respect of Deliverables provided by its subcontractors, including the businesses that form the Supplier's international network, up to and including the effective date of any termination between the Supplier and that business.

8.07 **Scope of Termination Rights**
The termination rights under this Article may be exercised by the MEDEI for the purposes of terminating this Agreement and Contract. These express rights of termination are in addition to and shall in no way limit any rights or remedies of the MEDEI under the Contract, at law or in equity.

8.08 **Expiry and Extension of Contract**
The Contract shall expire at the end of the Term of this Agreement. The MEDEI shall have the option to extend this Agreement for two (2) further one (1) year terms, each extension to be upon the same terms (including the Rates), conditions and covenants contained in this Agreement, excepting the option to renew. The option shall be exercisable by MEDEI upon thirty (30) calendar days prior written notice to the Supplier, setting forth the precise duration of the extension.

Article 9 – Security Clearance

9.01 **Definitions**
The definitions from the competition document are applicable to this Article.

9.02 **Security Screening Check**

(a) Security Clearances are not provided in perpetuity and are subject to revocation by the Ministry at its sole discretion at any time. Security Screening Checks shall be renewed at the intervals as may be specified by Employee Relations Division ("ERD"), Treasury Board Secretariat ("TBS").

(c) On notification from TBS, the Supplier shall, during the Term, provide to the Negotiations Security Branch ("NSB") completed Security Screening Checks for all persons engaged in the performance of the services who are either not cleared or for whom a renewal is required. All documents shall be provided through the Supplier's designated Company Security Officer.

(d) All Security Screening Checks shall be provided in form and content acceptable to the NSB and shall include all required consents.

(d) If a person or company has been deemed by the Ministry to require a Security Clearance they shall not engage in the performance of the services unless they have been provided a Security Clearance by the NSB.

9.03 **Changes**

(a) During the Term of this Agreement, the Supplier shall report to the NSB, within five (5) business days thereof, any change to:

(i) any information provided as part of a Security Screening Check process;
(ii) employees, agents and subcontractors or, where a Company Level Check is required, partners, directors, officers and shareholders, who are or will be engaged in providing the security screening documents or engaged in the performance of the services.

(b) The NSB shall assess the above information and may instruct the Supplier to comply with any instructions arising which may include requests for provision of information to amend existing Security Clearances or provide for new Security Clearances.

9.04 **Default Under Agreement**
During the Term of this Agreement, the Supplier shall be in default under this Agreement if they fail to comply with the requirements of this Article.

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective the date written at the top of the agreement.

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HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Economic Development, Employment and Infrastructure

Signature: _____
Giles Gherson
Deputy Minister
Date of Signature: 03.06.15

Edelman Public Relations Worldwide Canada Inc.

by

I have authority to bind the Supplier.

Signature: _____
Mario Cordeiro
Chief Financial Officer
Date of Signature: May 26/15

Approved by:
The Advertising Review Board

Signature: _____
Laurie Sloan
Managing Director
Date of Signature: June 24/15

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SCHEDULE 1
Deliverables, Rates, Supplementary or Alternative Provisions

1. DEFINITIONS FOR THE PURPOSES OF THIS SCHEDULE

"Direct Time" means the hourly rate charged by the Supplier for completing work in-house, subject to the MEDEI's approval of both the hourly rate and the job estimate.

"Property" means all materials which are produced or which arise from, pursuant to, or in contemplation of the performance by the Supplier or by any employee, agent or sub-contractor of the Supplier, of the Deliverables or duties relating to this Agreement, and in particular and without limitation, all programs, plans, procedures, art, drawings, designs, patterns, specifications, formula, process, data, research, documents, experiments, reports, studies, papers, preliminary sketches, layouts, copy, commercial material, computer software, computer disks, source codes, laser prints, photography, films, video tapes, transcriptions, composition of material, compilation of information, and plans for advertising.

2. RULES AND REGULATIONS

2.1 With respect to the items detailed below, it is agreed that the Supplier shall purchase all relevant goods and services to be used for the MEDEI's public relations and communications programs, endeavouring to secure the most advantageous rates available.

2.2 All cash discounts allowed by third-party suppliers are offered to the MEDEI predicated on the understanding that the MEDEI's funds are in the hands of the Supplier at the time the Supplier is required to make payment.

3. EXECUTION OF THE SERVICES

3.1 The Supplier shall commence the Deliverables after receiving notice of a particular project or task in writing by the MEDEI and shall continuously carry out the Deliverables in a diligent manner in accordance with the written instructions.

3.2 The Supplier shall obtain signed, written releases in the form attached as Schedule "1A" from anyone engaged by it in production of the Property. If any individual giving a release is under the age of eighteen (18) years, a parent or guardian of the individual shall sign the release. Where the best efforts of the Supplier cannot obtain absolute releases, it shall obtain releases fully sufficient to permit the Property to be used by the MEDEI in the specific promotion or program under consideration.

3.3 If the Supplier acquires a licence to incorporate material into the Property, where required it shall obtain clearance licences under seal, for Canadian presentation, non-theatrically, by educational television, cable television and compact devices, in a form approved by the MEDEI. The costs of securing all clearance licences shall be the responsibility of the Supplier and any licence fees which are payable to secure the rights shall be single payments.

3.4 The Supplier warrants and represents that neither the Property nor any of its elements shall in any way infringe or violate any trademark, patent, trade name, or copyright or moral rights or any other right of a third party whatever, including, but not limited to, any person's right to privacy, or rights to publicity, or to any material or other party.

3.5 The Supplier agrees that all items and materials purchased by the Supplier for which reimbursement is to be made to the Supplier by the MEDEI under this Agreement, upon receipt by the Supplier of reimbursement, are the Property of the MEDEI.

4. APPROVAL, REPORTING AND REVIEW

4.1 The Supplier shall submit detailed estimates for the required Deliverables for the prior express written authorization of the MEDEI in order to support appropriate remuneration in due course.

4.2 Before incurring any liability for any item of service or production, the Supplier shall secure written authorization from the MEDEI. The Supplier is entitled to be paid only for authorized services and only in the specified amount. Any alteration in the specifications for which written authorization as issued is ineffective unless

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first approved in writing by the MEDEI. Any new phase of services for which additional expense shall be incurred must not commence until written authorization is issued by the MEDEI.

4.3 Throughout the Term, the Supplier shall meet with the MEDEI, on a quarterly basis or at the MEDEI's request, to review the status of current communications programs for which Supplier is responsible to ensure, review and update the execution of the programs according to stated objectives and mutually agreed upon schedules.

4.4 On a regular basis, the MEDEI may carry out a performance review of the Supplier's delivery of Deliverables required under the various assignments, to ensure the execution of programs according to the MEDEI's stated objectives and policies. The MEDEI shall provide the Supplier with the review.

4.5 The Supplier shall provide to the MEDEI all reports as required by the MEDEI, acting reasonably.

4.6 The Supplier shall comply forthwith with all reasonable requests made by MEDEI.

5. REMUNERATION

5.1 The provisions of this Article 5 of Schedule 1 are supplementary or alternative to Article 4 of the Agreement.

5.2 The Supplier and the MEDEI are to agree within seven (7) days of the date that the Supplier receives the notice of project as to any rates of particular remuneration to be paid to the Supplier that are not specified in this Schedule. If the MEDEI and the Supplier do not agree as to the remuneration, then the notice of project shall terminate.

5.3 Any charges for Deliverables rendered by the Supplier other than those provided for in this Schedule must be agreed upon in advance by the MEDEI and the Supplier.

5.4 An agreement pursuant to Section 5.3 is not binding on the MEDEI unless it is in writing signed by the MEDEI and the Supplier and clearly sets out the rates to be paid by the MEDEI for the time of the individuals or departments of the Supplier's implementation of the plan or program, the nature and purpose of the plan, the anticipated total remuneration, and the anticipated time for completion of the work.

5.5 All goods and services (creative and production which encompasses graphic design, editorial services, translation, photography, promotions, visual arts, type, film, printing, broadcast, etc.) purchased from third-party suppliers for use in the production and presentation of the MEDEI's advertising and marketing communications shall be purchased at the prevailing market prices of the goods and services at the time of purchase, and shall be billed to the MEDEI at the net cost to the Supplier, pursuant to this Schedule 1. Except where the Supplier and the MEDEI agree to alternative arrangements, the Supplier shall adhere to the following purchasing procedures:

(a) For all items under $5,000, no competitive bids are necessary.

(b) For items under $25,000, the Supplier must obtain oral or written bids (three bids required) and keep them on file at their offices.

(c) For items over $25,000, the Supplier must obtain written bids (three bids required) and submit them to the MEDEI for prior written approval.

(d) Standing Orders
If the Supplier enters into agreements with certain suppliers to maximize cost efficiencies for the MEDEI, the paperwork regarding the set-up of the standing orders, and referring to the MEDEI, must be kept in the Supplier's files.

(e) If required for third-party charges such as, for example, audio-visual equipment and meeting venue space rentals or materials production, and if in the MEDEI's discretion it is approved in writing in advance, the Supplier may pre-bill MEDEI for a deposit of the estimated final price at the time the third-party goods and services are ordered, provided the pre-billing invoice is submitted with the appropriate documentation.

5.6 Accounts shall be presented to the MEDEI, and shall include authorized expenses itemized so as to clearly distinguish between the basic cost of the expense and the Harmonized Sales Tax (HST) paid by the Supplier on the expense.

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5.7 On the later of the date of termination of this Agreement or on the completion of a project after the date of termination of this Agreement if so instructed and subject to any previous assignments by the Supplier to the MEDEI, the Supplier shall assign to the MEDEI, effective as of that day, all of its rights in any and all property and materials, contracts, agreements, arrangements, releases or other transactions made by the Supplier with third parties for the benefit of the MEDEI in connection with the Deliverables provided under this Agreement.

5.8 If the MEDEI terminates this Agreement because the Supplier is in breach of any provision of it, the termination is in addition to any other remedy available at law to the MEDEI to obtain appropriate relief and the MEDEI may recover from the Supplier any damages, costs and expenses incurred by it and may set off any damages, costs and expenses against any amount payable by it to the Supplier at the date of termination.

6. PRODUCTION OF RECEIPTS

6.1 When requested by the MEDEI, the Supplier shall provide forthwith copies of receipts in respect to any disbursements for which the Supplier claims payment under this Agreement.

7. DELIVERABLES AND CHARGES

7.1 General Services And Duties Of The Supplier

The Supplier shall devote the necessary time, attention, and abilities in respect to the Deliverables being rendered for the proper performance of those Deliverables, as would a public relations/communications supplier normally provide to clients comparable to the Crown in right of Ontario and for services similar to the Deliverables, the sufficiency of which shall be determined by the MEDEI.

The following services are considered to be part of the Deliverables and are to be covered by the fees set in this Schedule.

At the MEDEI's request, the Supplier and each approved company that forms part of the Supplier's international network as named in this Schedule shall make its personnel available for consultation with the MEDEI to provide the required services regarding:

A. ACCOUNT MANAGEMENT AND CLIENT SERVICE

- Manage the day-to-day activities of the account;
- Management/oversight and procurement of international agency relationships, as required.
- Provide contact reports and other correspondence;
- Provide weekly status reports;
- Develop and monitor budgets and timetables;
- Provide quarterly estimates for approval;
- Attend meetings and be available for phone calls.

B. STRATEGIC COMMUNICATIONS PLANNING

The Supplier shall make its personnel available for consultation with the Client to develop and maintain the Client's public relations and communications plans. The Supplier shall:

- Become familiar with the Client's business, policies, performance, communications requirements and related issues;
- Recommend short and long term communications strategies for the Client;
- Provide communications counsel and advice;
- Recommend market specific public relations, media relations and social media programs;
- Analyse research data and perform research as required.

C. MEDIA RELATIONS

- Develop market specific media relations plans and media lists;
- Conduct media outreach and/or respond to media inquiries, prepare/distribute media materials, and centralized tracking and reporting of international media coverage, as required.

Received by NSD/FARA Registration Unit 04/27/2018 6:35:25 PM

Received by NSD/FARA Registration Unit 04/27/2018 6:35:25 PM

D. EVENT PLANNING AND MANAGEMENT

- Develop event plans and inbound media tours;
- Provide event and tour logistics and on-site management, as required.

E. COMMUNICATIONS PRODUCTS

- Develop communications/creative strategies and products for all required activities;
- Develop creative alternatives and recommendations;
- Prepare estimates and keep docket records of all costs, e.g. in-house time of staff and third-party expenditures.

F. TRANSLATION / ADAPTATION

- Prepare estimates and keep docket records of all costs, e.g. in-house time of staff and third-party expenditures.

G. FINANCIAL

- Ensure compliance with the purchasing procedures outlined in Article 5.5;
- Prepare estimates and keep docket records of all costs, e.g. in-house time of staff and third-party expenditures;
- Check invoices against contracts;
- Invoice the MEDEI;
- Provision of timely accounting reports;
- Provide facilities and required materials for the MEDEI's audit.

7.2 Travel Expenses

The cost of travelling between the Supplier's office and the MEDEI is not to be billed. As well, other travel expenses including the cost of travel, hotel and meals, plus any out of pocket expenses are not billable except with prior written approval by the Client. All payments for applicable expenses must be in accordance with the prevailing Ontario government policies and directives which generally require the best value for the least cost.

7.3 Postage, Express And Freight

7.3.1 The Supplier shall pay all postage incidental to the necessary routine conduct of business. This covers correspondence between the Supplier and the MEDEI, suppliers and publishers. The MEDEI shall pay for courier service for delivery made between the Supplier and the MEDEI.

7.3.2 The MEDEI shall pay the net cost of postage, express and freight on all shipments of materials, including mats, stereotypes, plates, proofs, films, artwork, slides, props, transcriptions, etc.

7.3.3 The MEDEI shall pay the net cost of postage, express, freight, stationery, etc. in special instances in which the Supplier is required to handle direct mail or other large mailings. Authorization for this type of mailing shall be secured in writing, in advance.

7.4 Telephone, And Other Electronic Communication

The Supplier shall pay for telephone and other electronic communication charges incurred in the normal conduct of its business. The MEDEI shall pay for unusual telephone and other unusual electronic communications charges incurred at special request or necessary to the rendering of special or abnormal service, or to meet emergencies, such as the general changing of copy or similar modifications or departures from the regular routine of business.

7.5 Duplicating

The MEDEI shall not be billed for any duplicating done by photocopying or other method for materials directly or indirectly related to the MEDEI's business.

The MEDEI has the sole right to copy, reproduce, publish and distribute, or not to reproduce, publish or distribute, any of the Property or any amended or expanded version of any of the Property, and without acknowledgement of the authors.

Received by NSD/FARA Registration Unit 04/27/2018 6:35:25 PM

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7.6 Translation/Adaptation

The Supplier will bill the MEDEI at Direct Time for all translation and adaptation services.

7.7 Foreign Exchange

For any outside Canada purchases, the Supplier will convert the amount to Canadian currency at the Bank of Canada exchange rate as of the time of the purchase.

Received by NSD/FARA Registration Unit 04/27/2018 6:35:25 PM

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SCHEDULE 1A
Consent and Release Form – Ontario Government Communications

This form is to be read and completed in accordance with the following instructions before it can be signed. *If you are the parent or legally appointed guardian of an individual and are consenting to the use of information about that individual, indicate your status by initialing next to the relevant box(es).*

1. I, _____, allow the _____ to use:
full written name *name of the Ontario ministry/government agency*

Check off all appropriate boxes (a to h).

a) ___ my name

b) ___ a description of my occupation, including my business title

c) ___ a photograph of me taken on _____ at _____.
date *location*

d) ___ a videotape, an electronic or other image of me taken on
taken on _____ at _____.
date *location*

e) ___ a recording of my voice taken on _____ at _____.
date *location*

f) a quotation or summary of my opinion that I expressed orally on _____ written
date
as follows:

g) ___ a quotation or summary of my opinion that I expressed in writing, including in an electronic medium on _____ written as follows:
date

h) ___ other (*specify*)

for one of the uses described under 2, and for no other purpose:

2. **Check off the appropriate use. A separate form must be filled out for each use.**

a) ___ television advertising - *describe purpose of television advertisement, e.g. what government service or program does it promote?*

b) ___ radio advertising - *describe purpose of radio advertisement, e.g. what government service or program does it promote?*

c) ___ newspaper advertising - *describe purpose of newspaper advertisement, e.g. what government service or program does it promote?*

d) ___ advertising in another medium - *describe other medium and the purpose of the advertisement e.g., what government service or program does it promote?*

e) ___ publication sent to some or all households or businesses - *list name of publication and which households or businesses received it*

f) ___ training video - *list name of training video and for what purpose it was produced*

g) ___ other - *specify*

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3. **Please read the following paragraphs before affixing your signature under section 4.**

a) Personal information collected pursuant to, and on this form, will be used for purposes described on this form and for no other purpose. The [*name the ministry or government agency*] acknowledges that you have provided this personal information freely and voluntarily. If you have any questions about this collection of this personal information, contact: List name, title of official, business address, and business telephone.

b) By signing this form as indicated below, you agree to hereby release and forever discharge the Crown in Right of Ontario (Ontario government), its officers, employees, agents and representatives from any and all claims, demands, expenses, actions, causes of action and for any and all liability howsoever caused, arising out of, or in any way related to the collection, use and disclosure of information, recordings and images authorized to be collected pursuant to, or on this form.

c) By signing this form as indicated below, you agree to forever waive any and all rights that you may have to the use of information, recordings and images that are authorized to be collected pursuant to, or on this form; and you acknowledge that all information, recordings and images shall hereafter remain the exclusive property of the Ontario Government.

4. **Signatures are to be affixed in the appropriate space provided below (under (a), or (b))**

a) I have read this form after it was completed, I understand and agree to be bound by its contents, and I am eighteen (18) years of age or over.

_____ _____Signature

Print name_____

Date_____

b) **To be signed by the parents or legally appointed guardians of individuals under the age of eighteen (18) or the legally appointed guardians of individuals who cannot provide their informed consent:**

I have read this form after it was completed, I understand and agree to be bound by its contents, I am the parent or legally appointed guardian of the individual named,

_____
List full name

to whom this form applies, and I have the legal authority to represent and bind that individual.

_____
Signature

_____
Print name

_____
Date

Received by NSD/FARA Registration Unit 04/27/2018 6:35:25 PM

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Schedule 2
Intellectual Property Forms

Pursuant to the Article of the Agreement entitled Intellectual Property, these forms shall be executed by the Supplier in the manner contemplated by the Agreement where the Deliverables include Intellectual Property.

ASSIGNMENT OF COPYRIGHT

THIS ASSIGNMENT made in duplicate as of **[*Insert date].**

In consideration of **[name the ministry or government agency]** entering into an agreement **[**Insert name and date of agreement**]** the undersigned agreed to assign and now does assign and transfer unto **[name the ministry or government agency]** all of its right, title and interest in and to the copyright in Canada and internationally of the original work(s) entitled **"[**at the time of execution of assignment, specific Deliverable to be inserted]"** for the remainder of the unexpired term of the copyright.

IN WITNESS WHEREOF THE UNDERSIGNED HAS EXECUTED THIS ASSIGNMENT.

[Supplier's Name]
I have authority to bind the Supplier.

Signature:_____
Name:_____
Date: _____

WAIVER OF MORAL RIGHTS

THIS WAIVER OF MORAL RIGHTS made in duplicate.

I, **[Instructions: Insert legal name of the individual]**, an author of any or all of the Deliverables, as those terms are defined in the **[Instructions: Identify name of the Agreement]**, dated **[Instructions: Insert date]** between **[Instructions: Insert legal name of the Supplier]** and the **[name the ministry or government agency]** of the Ontario government hereby expressly, irrevocably and without restriction, waive in favour of Her Majesty the Queen in right of Ontario and all sublicenses and assignees all my Moral Rights with respect to all Deliverables.

In this Waiver of Moral Rights, "Moral Rights" has the same meaning as in the *Copyright Act*, R.S.C. 1985, c. C-42, as amended or replaced from time to time and includes comparable rights in applicable jurisdictions.

IN WITNESS WHEREOF I have executed this Waiver of Moral Rights.

[Instructions: Insert legal name of the individual]

Signature_____
Date: _____
Address: _____

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Edelman

Project Estimate

Client:	Ministry of Economic Development and Growth (MEDG)
Job:	Fiscal 2017/2018 Q4 (January – March) – Edelman Fees – U.S.
Docket:	MEDG-234060
Date:	December 13, 2017

Description: Fiscal 2017/2018 Q4 (January – March) – U.S. agency fees and expenses for MEDG international media relations activities.

Activities include: strategic planning; providing market insights; calls with Edelman Toronto and MEDG/SEOs; media list development/updates; media outreach activities such as feature story pitching and coordination of interviews; media tour recruitment and follow-up; market intelligence reports as needed; collecting data and reporting on targeted in-market social media and media coverage; identification of MEDG speaking opportunities; distribution of MEDG Investment/Media Updates and announcements; coordination support on missions; supporting in-market Senior Economic Officers with activities that raise the profile of Ontario which can include media relations, support at trade events, roundtables, by-line articles, social media and identification of media opportunities; project management and administration; Command Centre scans; etc.

Expenses may include: wire distribution of announcements, long distance calls, couriers, media monitoring, etc. Travel or transportation expenses must be approved by our MEDG client in Toronto before they are incurred.

The blended hourly rate for the office proposed for this project is $250/hour CDN.

	Estimate
Fiscal 2017/2018 Q4 (January – March) – U.S. agency partner fees and expenses	$100,000.00
Total to be billed by Edelman U.S. (CDN)	$100,000.00

Note: 10% contingency and client changes are not included in the above estimate

Approved by MEDG — Date 02/15/18

Approved by Edelman — Date 02/15/18

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