



KING'S UNIVERSITY COLLEGE

REQUEST FOR PROPOSAL

**ADVERTISING MEDIA PLANNING & BUYING
AGENCY OF RECORD**

REQUEST FOR PROPOSAL #: 2025HA

**RFP RESPONSE DUE DATE AND TIME: FRIDAY, SEPTEMBER 24,
2025, AT 2:00 P.M.**

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KING'S UNIVERSITY COLLEGE INTRODUCTION

Section 1 Introduction

1.1 Invitation, Overview

INVITATION

King's University College (KING'S) is launching a search for its first advertising media agency. It's a recognition that KING'S has a compelling USP that, when expressed through new creative and in the right media, will attract future students from across Ontario and Canada and from around the world to KING'S. For an agency with the strategic acumen to marry their clients' branded message with media that reaches the target audience this will be an exciting partnership between Media agency, Creative agency and KING'S. We invite you to partner with KING'S and to help us reach our full potential.

OVERVIEW

<https://www.kings.uwo.ca/>

1.2 Policy on Students and Staff with Disabilities

As an institution that values diversity, KING'S is committed to promoting an equitable environment for students and employees and opportunities for members of the community to have access to and participate in all aspects of institutional life and enabling all students and staff with disabilities to participate fully and safely in the educational, social and cultural life of the College, in accordance with the *Ontarians with Disability Act* (2001) and the *Ontario Human Rights Code* (OHRC) and the *Canadian Charter of Rights and Freedoms* (1982).

1.3 Request for Proposal

King's University College ("KING'S") is issuing this Request for Proposal (the "RFP") to request parties (the "Respondents") qualified to address KING'S's need for advertising **media planning and buying** (collectively the "Deliverables") to respond to KING'S in accordance with the terms and conditions of this RFP. A more complete description of the supplies and/or services sought for this project is provided in **Annex C**. The vendor who is selected by KING'S pursuant to this RFP (the "Selected Respondent") will become the successful vendor (the "Successful Respondent" or the "Vendor") upon entering into an agreement with KING'S on terms acceptable to KING'S, subject to the provisions of this RFP. The provision of the Deliverables to KING'S by the Vendor is the "Project".

1.4 Media and Creative Agency Partnership Information

There are two RFP's being issued by KING'S for both a media planning/buying agency and a creative development agency. Agencies that also possess a creative development capacity are encouraged to respond to the unique aspects of the Creative AOR submission and consolidate into a single submission. Alternatively, if the media agency has an existing relationship with a Creative development firm, they can encourage a submission that outlines that partnership.

1.5 News Release

Proponent may not issue any publicity or a press release or use KING'S's name or logo without KING'S's consent.

1.6 Definitions and Interpretation

Capitalized words and phrases used in this RFP have the meanings attributed to them in the RFP. For ease of reference, the following is a list of defined terms set out in this RFP:

"Agreement" - has the meaning set out in Section 1.6

"Certificate" - has the meaning set out in Section 13.7

"Closing Time" - has the meaning set out in Section 2.1

"Commencement Date" - has the meaning set out in Section 5.2

"Deliverables" - has the meaning set out in Section 1.3

"FIPPA" - has the meaning set out in Section 13.2

"KING'S" – has the meaning set out in Section 1.3

"KING'S Confidential Information" - has the meaning set out in Section 13.4

"Goods" - has the meaning set out in Section 5.1

"Initial Term" - has the meaning set out in Section 6.2

"Mandatory Requirements" - has the meaning set out in Section 7

"Project" - has the meaning set out in Section 1.3

"Information" - has the meaning set out in Section 2.1

"Proposed Contract Terms and Conditions" – has the meaning set out in Section 12.1

"Purchasing Department" - has the meaning set out in Section 2.1

“Renewal Term” - has the meaning set out in Section 5.2

“Respondent’s Briefing” - has the meaning set out in Section 4.3

“Respondents” - has the meaning set out in Section 2.1

“RFP” – has the meaning set out in Section 2.1

“RFP Coordinator” - has the meaning set out in Section 4.1

“Selected Respondent” - has the meaning set out in Section 2.1

“Services” - has the meaning set out in Section 5.1

“Successful Respondent” - has the meaning set out in Section 2.1

“Vendor” - has the meaning set out in Section 2.1

Throughout this RFP, the term “including” and the phrase “for example” have been used to mean “including without limitation” and the examples provided shall not be considered to be all inclusive.

Throughout this RFP, the singular includes the plural and vice-versa and any gender reference includes all expressions of self-identification.

1.7 Contracting

KING’S has no obligation to procure any Deliverables from any Respondent, except for such obligations as are expressly set out in an agreement that KING’S enters into with the Successful Respondent (the **“Agreement”**) in accordance with the provisions of Section 12 below. Should KING’S procure any Deliverables from the Successful Respondent, the terms and conditions of the Agreement shall apply.

1.8 No Volume Guarantees or Exclusivity Provisions

Except as otherwise expressly set out in the Agreement KING’S makes no guarantee or commitment with respect to the amount or value of the Deliverables to be procured by KING’S pursuant to the Agreement.

Section 2 Submission, Amendment/Withdrawal of Information by Respondent

2.1 When and Where to Submit Information

To be eligible for consideration, Information for the Project must be uploaded to the **BIDDINGO** tendering website by the Respondents by the date and time indicated on the cover page of this document or such other date and time, if any, as is specified by KING’S in accordance with

Section 3.1 below (the “**Closing Time**”).

A Respondent’s Information RFP submission (the “**Information**”) is the totality of the information that a Respondent submits to KING’S in accordance with and in response to the RFP by the Closing Time, including all forms and information that the Respondent submits in response to a requirement, request, option or permission to submit under the terms of the RFP.

KING’S will not accept or consider Information that are not received through the Biddingo website.

Information submitted becomes the property of KING’S and will not be returned to Respondents.

2.2 Withdrawal or Amendment of Information by Respondent

A Respondent that submits Information to KING’S may withdraw its Information by delivering an email notice to the RFP Coordinator at the address provided before the Closing Time, indicating that the Respondent is withdrawing its Information.

A Respondent may amend its Information only by including that amendment to their submission in BIDDINGO and delivering an email notice to the RFP Coordinator at the address provided above before the Closing Time, indicating that the Respondent is amending its Information. Any amended Information must comply with all requirements of this RFP that are applicable to the Information that it is replacing. The last Information received by KING’S before the Closing Time shall supersede and invalidate any Information previously submitted by the Respondent.

2.3 Information Irrevocable by Respondent

Subject to a withdrawal by the Respondent prior to the Closing Time, Information shall be valid and shall remain in effect and open for acceptance by KING’S for 30 calendar days following the Closing Time.

2.4 Respondents to Follow Instructions

Respondents are expected to complete their Information in accordance with the instructions in this RFP. Any non-compliance with the instructions or failure to provide information set out in the RFP by a Proponent may result in the Respondent’s Information being eliminated.

Respondents are requested to structure their responses in parallel to the structure of the RFP. Some sections of the RFP require the Respondent to complete or use forms that are contained in the RFP. For clarity, where the use of a form is not specified in the RFP, Respondents are not required to copy and submit the text of the RFP to which they are responding, but should reproduce or clearly reference the RFP section number and section title in the corresponding section of their Information.

Section 3 King's University College Rights

3.1 KING'S Right to Amend, Supplement or Cancel RFP

KING'S, without liability, cost or penalty may do all or any of the following acts:

- (a) at any time prior to the Closing Time, alter the date and/or time specified as the Closing Time;
- (b) at any time prior to or after the Closing Time, alter any other dates in this RFP;
- (c) at any time prior to or after the Closing Time, cancel this RFP; and
- (d) from 4 to 8 calendar days before Closing Time, amend or supplement this RFP.
- (e) Any amendments or supplements to this RFP shall be communicated to Respondents in the same manner in which this RFP was issued. Any amendments or supplements to this RFP made in any other manner shall not be binding.
- (f) In the event all bids are over budget, Respondents will be requested to resubmit their financial component based on the existing Project Specifications (Annex C).

For RFPs issued on BIDDINGO, Respondents are solely responsible for obtaining any amendments or supplements issued by KING'S. To ensure automatic receipt of amendments or supplements, Respondents are advised to select the "Auto Update" feature on the BIDDINGO document ordering system.

Any reference to "RFP" in this document shall mean this RFP and all amendments or supplements of any kind, if any.

3.2 KING'S Right to Waive Irregularities

KING'S, without liability, cost or penalty, may, in its sole discretion, waive irregularities in any Information which KING'S, in its discretion, determines to be non-material.

3.3 KING'S Right to Clarify Information

KING'S, without liability, cost or penalty, in its sole discretion and at any time after the submission of Information, may seek clarification from any Respondent with respect to its Information. Any communication received by KING'S from a Respondent in response to a request for clarification by KING'S shall be considered an integral part of the Respondent's Information.

3.4 KING'S Right to Verify

KING'S may verify any statement or claim made by a Respondent by whatever means KING'S deems appropriate, including contacting references other than those identified by the

Respondent, and may reject any statement or claim by a Respondent if in KING'S's judgement the statement or claim is unwarranted or not credible.

3.5 Obtaining RFP Documents

Proponents are advised to obtain the Request for Proposal (RFP) documents directly from Biddingo or the King's website (<https://www.kings.uwo.ca/about-kings/facts-and-information/administrative-departments/finance/rfp/>).

If it becomes necessary to revise any part of this RFP, addenda and amendments will be posted solely on the King's website. It is the sole responsibility of each potential bidder to check the King's website for any/all changes to the original RFP document, as these will become part of the RFP specifications.

Section 4 RFP Coordinator, Inquiries, Clarification of Matters

4.1 RFP Coordinator

The individual who shall be responsible for handling all communications on behalf of KING'S relating to this RFP (the "**RFP Coordinator**") is:

Tiffany Chisholm
Purchasing Services Coordinator
King's University College
266 Epworth Avenue
London, Ontario, Canada
N6A 2M3
E-mail: tiffany.chisholm@kings.uwo.ca

Communications, including requests clarification of this RFP, must be submitted by email addressed to the RFP Coordinator tiffany.chisholm@kings.uwo.ca

Respondents are put on notice that only the RFP Coordinator is authorized by KING'S to provide information about this RFP and Respondents may not rely upon any information or instructions from any other person at, or purporting to act on behalf of KING'S.

Respondents shall carefully review this RFP and any attachments and report any errors, omissions, discrepancies, or clauses requiring clarification, or any qualifications to the RFP Coordinator.

4.2 RFP Clarification

It is the responsibility of Respondents to seek clarification from the RFP Coordinator on any matter it considers to be unclear in accordance with Section 4.1.

KING'S shall not be responsible for any misunderstanding on the part of Respondents concerning the RFP or the RFP process.

KING'S will accept clarification questions in the form of emails only until September 15, 2025 specified for "Questions from Respondents" in Section 9.1 below. KING'S will make every effort possible to communicate answers to questions submitted by Respondents by noon (local time in London, Ontario) three business days from the deadline for Questions in Section 9.1. The Proponent is responsible for ensuring that any clarification questions which it submits to KING'S are received by KING'S before the deadline set out in Section 9.1. Such an email is deemed to have been received by KING'S when it arrives in the RFP Coordinator's email box.

Section 5 Scope of the RFP

5.1 Deliverables

The Deliverables to be procured by KING'S pursuant to this RFP Agreement consist of the Goods (the "**Products**") and services (the "**Work**") that are described in Annex C and attached hereto.

5.2 Term

Subject to any other terms and conditions contained therein, the Agreement to be made pursuant to this RFP will commence on the date of execution of the Agreement (the "**Commencement Date**") and will expire at the end of the initial period specified in the Proposed Contract Terms and Conditions (the "**Initial Term**"). Thereafter, the Agreement may be renewed by KING'S at its sole option for such renewal period(s) (each a "**Renewal Term**") as are specified in the Proposed Contract Terms and Conditions. Each Renewal Term will be for the length of time as is specified in the Proposed Contract Terms and Conditions. The Agreement may also be extended by agreement between KING'S and the Selected Respondent.

Section 6 Format of Information and Respondent Information

6.1 Format of Information

Information is to be prepared in accordance with instructions set out Section 9 General Requirements of this RFP and Section 10 Evaluation Process. Failure to do so may result in disqualification of any Information in accordance with Section 2.4 above.

The Respondent's name and address and the RFP number as well as the information set out in Section 2.1 shall be clearly indicated in the submission.

The submission must be signed by a duly authorized signing authority of the Respondent.

6.2 Respondent Information

The Respondent must provide the requested information about the Respondent outlined in Annex D – Media Agency Profile.

6.3 Information about Subcontractors or Partners

The Respondent must include in its Information the name of any subcontractor or partners that the Respondent proposes to use in connection with the Deliverables and information about the business organization of the subcontractor, such as whether the subcontractor is an individual, a sole proprietorship, a corporation or a partnership.

The Respondent must indicate whether any subcontractor or partner is an existing service provider to the Respondent or KING'S, its experience, and its ability to meet all applicable requirements set out in this RFP.

The Respondent must describe the contractual or other arrangement between the Respondent and all of the subcontractors or partners it proposes to use in connection with the Deliverables.

The Successful Respondent will be the prime contractor, and KING'S will at no time, during the term of the Agreement, enter into any legal agreement with the Successful Respondent's subcontractors or partners with respect to the Deliverables to be provided under the Agreement.

In any case where the Respondent proposes to use another entity to assist in any manner in the provision of the Deliverables, such other parties shall be named as subcontractors or partners, and the Respondent will be required to act as the prime contractor and take overall responsibility for the successful provision of the Deliverables.

Section 7 Mandatory Requirements of the RFP

This section outlines the requirements that must be complied with in order for Information to be considered by KING'S (the "**Mandatory Requirements**"). If, in the sole discretion of KING'S, Information does not comply with the Mandatory Requirements in whole or in part, it will be eliminated and shall not be given any further consideration by KING'S.

For purposes of this RFP, Information complies with the Mandatory Requirements if it conforms to the Mandatory Requirements without material deviation or reservation. A "material deviation or reservation" is one:

- (a) that affects in any substantial way the scope, quality or performance of the Deliverables;
- (b) that results in the material component of a mandatory requirement not being complied with; or
- (c) the rectification of which would affect unfairly the competitive position of other Respondents submitting Information that comply with the Mandatory Requirements.

7.1 Information Form

The Information Form attached as Annex A – Respondent Contact Information must be completed and signed by a person authorized to sign on behalf of the Respondent and attached to the Information.

7.2 Conflict of Interest

The Respondent must confirm that except as disclosed in its Information, the Respondent and any proposed subcontractors do not and will not have any actual or potential conflict of interest in submitting Information or, if selected, in fulfilling its obligations to KING'S under this RFP and under the Agreement.

In their Information, Respondents must declare any situation or relationship that may constitute a conflict of interest in connection with the submitting of Information or, if selected, the fulfilling of obligations due to KING'S in connection with the Project including the provision or performing of the Deliverables.

The Respondent must confirm that neither it nor any subcontractors which the Respondent names in its Information in connection with the Project have, or have had access to any confidential information of KING'S, excluding information provided in the normal course of this RFP, which is relevant to the Deliverables, its pricing or the RFP evaluation process. Respondents must include in their Information:

- (a) a list of the names, addresses and telephone numbers of the persons who participated in the development of their Information; and
- (b) a list of the names of any former employees of KING'S or contractors who have supplied products or services to KING'S who Respondents or any proposed subcontractors that are named by the Respondent in its Information have either been appointed to their Board of Directors or employed within the last 2 years.

Information may be disqualified where the Respondent fails to provide confirmation of or misrepresents the information set out above. Further, KING'S has the right to rescind the Agreement to be made with the Successful Respondent, in addition to or in lieu of any other remedies available to KING'S in law or in equity, if KING'S in its sole discretion determines that the Successful Respondent has made a misrepresentation regarding any of the information set out above.

7.3 References

Respondents must submit three (3) references. The references should be from clients for whom the Respondent has over the past three (3) years provided services that are similar to the Deliverables. The Respondent should provide the name, telephone number and email of a contact person for each reference and a brief outline of the nature of the services provided by the Respondent to the client named as the reference.

KING'S, in its sole discretion, may confirm the qualifications and experience of the Respondent (and if applicable, each proposed subcontractor) by checking the references provided by the Respondent at any time during the RFP process. By providing information about references in their Information, Respondents represent, warrant and certify that they have the legal authority to do so including any consent required.

7.4 Financial and Business Viability

The Respondent must indicate in its Information whether the Respondent has, under the laws of any province, territory or country, in the last three (3) years:

- (a) been declared bankrupt or made a voluntary assignment in bankruptcy;
- (b) made Information under any legislation relating to bankruptcy or insolvency; or
- (c) been subject to or instituted any proceedings, arrangement, or compromise with creditors including having had a receiver and/or manager appointed to hold its assets.

If applicable, a Selected Finalist shall provide a copy of a discharge, release, or document with similar effect before an agreement can be completed.

The Respondent must provide the information referred to in this Section 7.4 with respect to any subcontractors that are named by the Respondent in the Information in connection with the provision of any substantial portion of the Deliverables.

7.5 Ontario Corporate Taxes in Good Standing

A Respondent must confirm that they have duly and timely paid all corporate taxes owing to the Government of Ontario, including all instalments on account of taxes for the current year that are due and payable by the Respondent whether or not assessed.

7.6 Proof of Insurance

A Respondent who becomes a Selected Finalist must certify in their Information that they have, or warrant that they will obtain prior to the negotiation of an Agreement arising from this RFP, the insurance coverage described in Section 13.7. If requested by KING'S, Respondents will provide such certification or warranty with respect to any subcontractors that Respondents propose to use in connection with the Project.

7.7 Deliverables

Respondents must indicate their willingness and ability to provide the Deliverables in accordance with the proposed terms and conditions set out in Annex B the Proposed Contract Terms and Conditions. This proposed Agreement will be finalized through negotiations with the Selected agency.

7.8 Willingness to Enter into Agreement

The Proposed Contract Terms and Conditions attached as Annex B is a template for a final agreement. A Respondent may seek to amend the Contract and Terms and Conditions during the agreement negotiation stage.

The Respondents are advised that (i) KING'S expects to limit the period of time required to negotiate and finalize the Agreement to be made with the Selected Respondent and accordingly, Respondents should request only such changes and additions to the Proposed Contract Terms and Conditions as are required based on the nature of the Deliverables to be provided to KING'S; and (ii) KING'S will not in any event be bound by any changes or additions to the Proposed Contract Terms and Conditions requested by any Respondent that are not acceptable to KING'S in its sole discretion. Without limiting the foregoing, KING'S reserves the right not to consider or accept any changes or additions to the Proposed Contract Terms and Conditions requested by the Selected Respondent that are not expressly set out in the Information provided by the Respondent.

Except as expressly and specifically permitted in this RFP, no proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, and by submitting Information each proponent shall be deemed to have agreed that it has no claim.

7.9 Participation in Proponents' Interviews

Respondents are required, as a condition of submitting Information, to participate in the Respondents' interviews, if held, in accordance with Section 10.3.

Section 8 Disqualification of Information

In addition to disqualification for failure to meet the Mandatory Requirements set out in Section 7, KING'S may disqualify Information for the reasons set out in this Section 8.

8.1 Disqualification of Information on Grounds of Faulty Submission

KING'S, without liability, cost or penalty, in its sole discretion, may disqualify any Information before the Information is fully evaluated if:

- i. it contains incorrect information;
- ii. the Respondent misrepresents any information provided in its Information; or
- iii. the Information reveals a conflict of interest as described in Section 7.2.

8.2 Disqualification of Information on Grounds of Improper Conduct by Respondent

KING'S without liability, cost or penalty, in its sole discretion, may disqualify any Information:

if the Respondent or any proposed subcontractor or partner, or any of their employees, agents, contractors or other representatives, contacts or attempts to contact, during the RFP process, for the purpose of obtaining information that relates only to this RFP or for the purpose of influencing the outcome of this RFP process:

- i. any agent or representative of KING'S (other than the RFP Coordinator);
- ii. any person responsible in whole or in part for evaluating the Information;
- iii. any expert or other advisor assisting persons responsible for evaluating Information; or
- iv. any contractor, staff or employee of KING'S (excluding the RFP Coordinator).

8.3 Disqualification of Information on Grounds of Historical Experience

KING'S, without liability, cost or penalty, in its sole discretion, may disqualify Information where the Respondent advises, or KING'S determines, that the Respondent, which for the purposes of this section includes any of its directors, officers, partners, representatives, employees or agents has:

- a) breached any contract with KING'S;
- b) been convicted of an offence in connection with, or any services rendered to KING'S or the Government of Ontario;
- c) been convicted of a criminal offence within the last 3 years; or
- d) breached a contract for goods or services similar to the Deliverables with an organization other than KING'S.

The Respondent is required to provide KING'S with information regarding the matters in paragraphs a) through d) above, where applicable.

Section 9 General Requirements of this RFP

9.1 Proposed Work Plan and Timelines

KING'S has established the dates set forth below for the completion of various activities contemplated by this RFP, which dates may be altered by KING'S in accordance with the provisions of Section 3.1 above:

Table 1 Proposed Work Plan and Timelines

Activity	Date
RFP Issue Date	September 9 th , 2025
Stage 1: Mandatory Requirements: Questions from Respondents – See Section 4.2	September 15 th , 2025
Stage 2: Submission and Completion: Closing Deadline Date and Time	Friday, September 24 th , 2025, 2:00 p.m.
Stage 3: (a) Final Selection of King's Advertising Media Planning and Budgeting Agency of Record	September 29 th , 2025
(b) Notification of Selection of Successful Respondent*	September 30 th , 2025
(c) Finalization of Agreement*	October 3 rd , 2025
Commencement Date for Project*	October 5 th , 2025

* The dates specified above for these activities are estimates only and may be modified by KING'S at its discretion without the need for any amendment or supplement to this RFP.

9.2 Agency Profile and Credentials Brief

Respondents are to complete the attached Agency Profile that captures key information relating to their interest in the Agency of Record assignment. We are requesting an Agency Profile (Annex D) together with your completed Experience and Qualifications Questionnaire (Annex E).

The Agency Profile provides background information on your agency (please use the format included) and the Credentials Brief addresses how you might contribute to the continued success of King's University College. We want to ensure complete fairness and comparability in the submissions from all the agency candidates so please manage the length of your Credentials Brief and case studies and exhibits you choose to include, plus the Agency Profile length of 3 pages in total, plus one page for the Agency Profile.

Section 10 Evaluation Process

Section 10 describes the process to be followed by KING'S when evaluating Information submitted by Respondents in response to this RFP.

The evaluation team will consist of representatives of KING’S that are subject matter experts in marketing, communications and enrolment. In carrying out an evaluation of any Information in accordance with this Section 10, KING’S will use the evaluation criteria set out below.

Table 4 Evaluation Criteria

Evaluation Stages and Criteria	Maximum Weights
STAGE I – Review of Mandatory Requirements – Annex A	Pass / Fail
STAGE II – Evaluation of Candidates to Determine Winning Agency – Annex D&E	Pass / Fail
STAGE III – Evaluation of Candidates to make final selection	

10.1 Stage I – Compliance with Mandatory Requirements

The applicable members of the evaluation team will conduct a review of any Information to ensure that it complies with the Mandatory Requirements. This includes the Mandatory Requirements referred to in Section 7 above and the additional specific mandatory submission requirements outlined here in Section 10.1. If King’s determines in its sole discretion that the Respondent’s Information has complied with all Mandatory Requirements (subject to King’s right to waive any non-material irregularities in accordance with Section 3.3), contact will receive an NDA to sign and a copy of the creative brief.

Table 2 Mandatory Requirements

MANDATORY REQUIREMENTS
Receipt of submission complies with instructions.
Submission is correctly addressed.
Submission contains required documents in prescribed format.
RFP documents (BIDDINGO Posting) were obtained from BIDDIGO.
Respondent’s contact information sheet is included in the submission.

10.2 Stage II – Evaluation of Candidates to Determine Winning Agency

A. Agency compensation Information / financial estimates, as determined with review of Annex C

B. Agency financial estimates:

- Provide its financial estimates as outlined in this RFP, which relate to the pricing / fees for services that the Agency would provide to KING'S, if selected as the KING'S Advertising Media Planning and Budgeting AOR.
- These financial estimates are not expected to be a final commitment by the Agency to its proposed pricing/compensation, as this will be negotiated when the agreement is finalized in Stage III. However, the Stage II financial estimates submitted by the Agency will be used by KING'S to gauge the value for money of the candidate Agency's services and will be factored into the evaluation scoring, as outlined in the Evaluation Criteria section of this RFP.
- Please discuss the discounts to which KING'S as a not-for-profit, education client would be eligible and the impact this would have on media rates. Additionally, discuss the associated financial benefit that KING'S would realize from your media buying practices (e.g. volume buying) and relationships.
- The financial estimates provided by each Agency must include:
 1. The structure and projection of monthly and annual costs such as percentage commission and retainer fee, if required.
 2. A proposed blended hourly rate for the package of "in-scope" services that was provided.
 3. An estimate of how the hours the Agency expects to spend working on the KING'S business will be allocated amongst the agency functions/resources deployed on the KING'S business for the package of in-scope services required.
 4. The hourly fees (billable rates) that the Agency will bill for each of the agency functions/resources assigned to the KING'S business, to provide the package of in-scope services required.
 5. Agency's standard for the number of annual billable hours per full-time employee (FTE) that will be applied to the team working on the KING'S business.
 6. Agency's financial Multiplier – i.e. the factor applied to the salary expense of employees' to cover Agency overhead costs and profit that determine billing rates, that will be applied to the KING'S business.
- Additional approaches to Agency fees compensation/pricing may also be included in the Agency's financial estimates submission, covering both "in-scope" and "other variable (upon request)" services. For example, KING'S would like to know if the Agency has experience with "fee for performance" components to its compensation.
- For financial estimate items #2 and #3 above, each proponent must provide:
 - Their estimate of how the hours the Agency expects to spend working on the KING'S business, on an annual basis, on "in-scope" work (i.e. not including "other variable (upon request)" potential additional work), are allocated amongst typical agency functions/resources within their Agency, on a percentage basis, in arriving at their blended hourly rate estimate. The proposed billable hourly rate for each resource.

- This will help KING’S evaluate the mix of resources and pricing associated with the Agency’s services proposed for the KING’S business and will be considered in the evaluation of agency candidates on the Stage III criteria. These two financial factors should be indicated as per the chart below:

Agency function/resource	% of Total estimated hours allocated to this resource	Billable Rate - \$’s / Hour	Comments, if any
Strategy, Planning, Branding			
Account Management			
Account Director/ senior client management			
Media Buying, Monitoring, Evaluating, Adjusting, Reporting			
Other, please specify: _____			
Total:	100%		

- Proponents not selected will be advised by the evaluation team lead. The Proponent that has been selected will be contacted by the evaluation team lead, regarding next steps for final negotiations.

10.3 Stage III – Final Selection of KING’S Media Agency of Record

Stage III will include:

- **Committee evaluation:** subject to the terms and conditions of this RFP, the Respondent who receives the highest overall score in Stage III will become the Successful Respondent, and KING’S will issue a notice of selection to that Respondent. In case of a tie between Respondents with substantially equal qualifications, the tied Respondents may be invited to resubmit written Information. In the alternative, the tie may be decided by lot, or all submissions may be rejected and new submissions solicited. Any Respondent which has not been approved to proceed further in the procurement process may request a debriefing from KING’S.

- **Reference checks:** The finalist agency will be asked to provide three (3) references from amongst its clients. KING'S will contact some or all of these references to gain further insight into each Agency finalist's capabilities and experience.
- A decision will be made regarding the agency selection. Agency compensation will be finalized during a meeting, during which the terms will be negotiated. A Letter of Agreement and contract will then be signed.

*KING'S reserves the right to correct obvious mathematical errors.

This stage of evaluation will rely on committee ranking, operating lead, and the ability of the agency to demonstrate value for investment.

Criteria	Maximum Weights
Fit with KING'S <ul style="list-style-type: none"> • Ability to meet the needs of, and work effectively with KING'S • Evidence of collaborative approaches/relationships with clients, other agency partners, inclusiveness, passion, teamwork, affinity for education, KING'S. 	5
Strategic Thinking & Planning Discipline <ul style="list-style-type: none"> • Demonstrate understanding of King's business needs, how media can contribute to achieving goals, synergy, integration. • Solid evidence of experience and skills in developing targeted plans and integrated campaigns. • Use of research to strengthen planning and strategies. • Clear evidence of strategic thinking, target audience aligned media selection, processes that contribute to these. • Experience with media planning & buying International markets. • Shared unique ideas about the role media could play in evolving the KING'S brand. • Demonstration of sound stewardship over client budgets and optimization of spending and Return On Mktg Investment. 	20
Innovation <ul style="list-style-type: none"> • Evidence of solid capabilities, track record in innovative media selection, especially digital and social. • Example(s) of media choices that were new/emergent and fit client brand and message to contribute to target motivation, persuasion. 	5
International Experience <ul style="list-style-type: none"> • Evidence of building brand equity in foreign markets in any format; paid 	10

advertising, in-country social media, or public relations. Experience with India or Africa, of most interest but not essential.	
Scope of Media Expertise and Specialization <ul style="list-style-type: none"> Evidence of expertise in all media channels. Demonstration of particular acumen in digital and social media. Knowledge of changing/emerging media habits and platforms. Ability to assemble integrated campaigns. 	15
Business Results and Financial <ul style="list-style-type: none"> Evidence of revenue building impact and return on marketing investment 	15
References The Respondent must submit three (3) references during Stage III. The references should be from clients for whom the Respondent has over the past three (3) years provided services that are similar to the Deliverables.	5
Financial As per fees/compensation proposed by Agency and final agreement negotiation in Step III	25
Total Score:	100

Section 11 The Agreement

11.1 Form of Agreement

KING’S will provide a proposed form of agreement to the Selected Respondent on the day the notice of selection is issued (or within such other period as determined at KING’S sole discretion). This proposed agreement will be based on the contract terms and conditions outlined in Schedule D (the “**Proposed Contract Terms and Conditions**”).

KING’S, at its sole discretion, may make changes or additions to the Proposed Contract Terms and Conditions in the course of preparing the proposed form of agreement, including such changes and additions as KING’S considers necessary or desirable as a consequence of the Information submitted or comments made by the Selected Respondent.

Each Proponent acknowledges that (i) KING’S is under no obligation to accept any proposed changes identified in Proponent’s Sample Agreement Compliance Form; and (ii) Proponent will not propose changes in the course of any negotiations unless Proponent has identified the same in its Sample Agreement Compliance Form.

11.2 Negotiations and Execution of the Agreement

Negotiations between the Selected Respondent and KING’S with respect to the Agreement shall begin as soon as reasonably practicable, and if not otherwise specified by KING’S, within 3 (three)

calendar days following the submission by KING'S of the proposed form of agreement. KING'S and the Selected Respondent shall complete negotiations as expeditiously as possible and thereafter KING'S will prepare the execution copy of the Agreement.

The RFP, together with the Respondent's Information, or such provisions of the Information as are accepted by KING'S, shall be attached as a schedule to the Agreement and shall form part of it.

KING'S shall give written notice to the Respondent when the Agreement is ready for signing. The notice shall state that the Respondent must enter into the Agreement within 5 calendar days or such other longer period of time as is specified by KING'S in its notice.

Upon execution of the Agreement by the Respondent, the Respondent shall deliver the Agreement to KING'S for execution by KING'S. KING'S shall not sign the Agreement if it has been altered by the Respondent in any way that is unacceptable to KING'S.

11.3 Respondent's Failure to Sign the Agreement

If:

- a) the Successful Respondent fails to obtain any permits, licenses, consents or authorizations required to provide the Deliverables;
- b) any of the circumstances described in Section 8 apply;
- c) a change has occurred in the management or ownership structure of the Respondent from the information set out as part of the Information; or
- d) a material change in creative talent.

KING'S without liability, cost or penalty, may, in its sole discretion either

- i. extend the period for negotiation or signing the Agreement;
- ii. cease negotiations with the Selected Respondent and enter into negotiations with any other Respondent without issuing a new RFP;
- iii. not enter into the Agreement with any Respondent;
- iv. cancel the RFP; or
- v. issue a new RFP for the same or similar goods and services if the scope has changed.

In the case of any failure to enter into an Agreement for any reason set forth in Section 12.3(b) or (c) above, KING'S may hold the defaulting Respondent liable for all losses, damages, or costs of any kind (including but not limited to any increase in the cost over the cost submitted by the defaulting Respondent in its Information) suffered or incurred by KING'S as a direct or indirect result of the Respondent's failure or refusal to enter into the Agreement.

11.4 Decision Not to Award an Agreement

If:

- a) the Successful Respondent fails to obtain any permits, licenses, consents or authorizations required to provide the Deliverables;
- b) any of the circumstances described in Section 8 apply; or
- c) a change has occurred in the management or ownership structure of the Respondent from the information set out as part of the Information,

KING'S, without liability, cost or penalty, may, in its sole discretion decide not to award an Agreement to the Respondent and either:

- i. enter into negotiations with another Respondent without issuing a new RFP;
- ii. not enter into negotiations with any Respondent;
- iii. cancel the RFP; or
- iv. issue a new RFP for the same or similar goods and services.

KING'S, in its sole discretion, may hold the defaulting Respondent liable for all losses, damages, or costs of any kind suffered or incurred by KING'S as a direct or indirect result of the Respondent's failure due to any of the circumstances described in Section 8 (Disqualification of Information) or change in management or ownership structure.

Section 12 Terms and Conditions

12.1 No Representations as to Accuracy of RFP

KING'S makes no representation, warranty or guarantee as to the completeness or accuracy of the information contained in this RFP including any information contained in any amendment or supplement.

12.2 FIPPA

KING'S is an institution for the purposes of the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31 ("**FIPPA**"). All Information made to KING'S in response to this RFP are subject to the right, established in FIPPA, of any person who makes application to access information in the custody or under the control of KING'S, subject to a limited number of exceptions. One such exception applies where the request is for access to information that reveals a trade secret or technical, commercial or financial information that is supplied to KING'S in confidence by a third party, where the disclosure of the information could reasonably be expected to result in harm to the third party. There are other criteria which must be met under the exception and Respondents are encouraged to review the relevant provisions of FIPPA.

KING'S will treat all Information as confidential, but cannot guarantee that the confidentiality of any information contained in Information will be preserved if a request for access to the information is made under FIPPA.

Notwithstanding that KING'S will consider Information to be confidential, by making Information, Respondents are deemed to consent to:

- a) the disclosure of their Information, or any part thereof, to individuals in KING'S and other persons, as may be necessary for the purpose of reviewing and evaluating the Information;
- b) KING'S making copies of the Information for the purpose of reviewing and evaluating the Information;
- c) the retention of the Information by KING'S; and
- d) the public disclosure of the Respondent's name and the fact that it has made Information.

12.3 Collection of Personal Information

Any personal information as defined in Section 2 of FIPPA that KING'S collects in connection with this RFP:

- a) is collected under the authority of Subsection 38(2) of FIPPA and is necessary to the proper administration of a lawfully authorized activity, specifically the procurement by KING'S of products and services required for its operations; and
- b) shall be used to assess the qualifications of Respondents with respect to providing or performing the Services.

Questions about the collection of personal information by KING'S in connection with this RFP shall be directed to the RFP Coordinator at the address provided in Section 4.1.

12.4 Confidentiality

In this section, "**KING'S Confidential Information**" means information, including but not limited to materials in any form supplied to Respondents by KING'S or otherwise acquired by Respondents in connection with this RFP, any negotiation relating to this RFP or any part of that process, whether supplied to or acquired by Respondents before or after the issuance of this RFP, as well as all deliverables supplied or created by Respondents in connection with this RFP.

All information obtained from KING'S is to be considered confidential information and is the property of KING'S, unless otherwise indicated.

Respondents shall ensure that they:

- a) preserve the secrecy of and hold all KING'S Confidential Information in confidence;
- b) use KING'S Confidential Information only for the purpose of replying to this RFP; and
- c) do not disclose or transfer KING'S Confidential Information to any party without the prior written authorization of KING'S.

Respondents acknowledge and agree that this Section 13.4 will be superseded by the confidentiality, privacy and protection of personal information provisions in the Agreement.

12.5 Indemnification

The Respondent shall indemnify and save harmless KING'S, its officers, employees, independent contractors, subcontractors, agents, volunteers, successors and assigns, from any and all losses, costs, damages (including, but not limited to, incidental, indirect, special and consequential damages), or any loss of use, revenue or profit by any person, organization or entity, liabilities (including but not limited to any and all liability for damages to property and injury to persons, including death), judgements, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind or nature and expenses (including, but not limited to, legal fees on a solicitor and solicitor's own client basis) which the indemnified persons, entities or organizations or any of them, may suffer or incur howsoever caused, arising out of, or in connection with or as a result of:

- a) the materials, including any Information provided by the Respondent, including any amendments of any kind and Deliverables to be provided by the Successful Respondent in connection with this RFP;
- b) anything done or omitted to be done by the Respondent, or persons for whom the Respondent is responsible, with respect to their obligations under this RFP, any Information, or otherwise in connection with this RFP, including any breach by the Respondent of its obligations under this RFP or of its representations, warranties and covenants as set out in its Information; and
- c) any alleged infringement or infringement of any patent, copyright, trademark, trade secret or other intellectual or industrial property right or contractual right or obligation of any third party by reason of the purchase, use or possession by KING'S of any of the Deliverables described in this RFP.

12.6 Limitation of Liability

KING'S and its officers, employees, volunteers, contractors, subcontractors, successors, assigns, and agents shall not be liable to the Respondent or its personnel for:

- a) any and all claims, demands, expenses, actions, losses, costs, liability, damages, causes of action, and for any and all liability for damages to property and injury to persons (including death) howsoever caused or arising from this RFP or in any way related to this RFP or the Respondent's Information;
- b) any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, incurred by any person, entity or organization including the Respondent, howsoever caused or arising out of or in any way related to this RFP or the Respondent's Information; and

- c) anything done or omitted to be done by the Respondent or the Respondent's personnel or agents in connection with this RFP or the Respondent's Information.

12.7 Payments to Successful Respondents

Payment terms for any amounts to be paid to the Successful Respondent and to be set out in the Agreement to be made under this RFP will be directly related to key milestones of the Project established and agreed to during the negotiation of such Agreement.

12.8 Governing Law

This RFP, any Information and any Agreement arising from this RFP, will be governed by the laws of Ontario and the laws of Canada applicable therein and any Agreement arising from this RFP will require the Respondent to comply with all applicable laws of Ontario and Canada, including the *Occupational Health and Safety Act*, R.S.O. 1990 c. O.1, the *Human Rights Code*, R.S.O. 1990, c. H.19, and the *Pay Equity Act*, R.S.O. 1990, c. P.7.

12.9 Permits, Licences, Consents, Authorizations

If the Respondent requires any permits, licences, consents or authorizations to engage in an activity contemplated in the Respondent's Information:

- a) it is the Respondent's responsibility to obtain and provide to KING'S at its request, such permits, licenses, consents or authorizations; and
- b) neither acceptance of Information nor execution of an Agreement arising from this RFP will be considered to be approval by KING'S of any activity engaged in by the Respondent without the necessary permits, licences, consents or authorizations.

KING'S may, without liability, cost or penalty and in its sole discretion, decide not to award the Project or any part thereof to the Successful Respondent if the Successful Respondent fails to obtain any permit, licence, consent or authorization required.

12.10 Personnel

Where the Agreement made pursuant to the RFP provides for certain activities to be performed by certain named individuals, such individuals must be approved by KING'S and will not be replaced without KING'S's consent, which consent will not be unreasonably withheld. The Successful Respondent must use commercially reasonable efforts to maintain continuity by using the same personnel to provide or perform the Deliverables throughout the Project. If KING'S, in its sole discretion, deems any of the Successful Respondent's personnel used to provide any Deliverables to be inappropriate, KING'S may require the Successful Respondent to select an alternative employee.

12.11 Subcontracting

The Respondent shall not be permitted to assign or subcontract any obligations arising from the RFP without the prior written consent of KING'S. No assignment or subcontract shall relieve the

Respondent from its obligations arising from the RFP or impose any liability upon KING'S to any assignee or subcontractor.

The Respondent shall at all times be held fully responsible for the acts and omissions of the assignee's or subcontractor's directors, officers, employees, independent contractors, subcontractors, shareholders, members, partners, volunteers, successors, assigns, and agents.

Without limiting the foregoing provisions, Respondent shall not subcontract with any entity or individual whose current or past corporate or other interests may give rise to a conflict of interest in connection with the Project or the Deliverables. This includes any entity or individual involved in the preparation of the Respondent's Information.

Further, in addition to or in lieu of any other remedies that KING'S has in law or in equity, KING'S shall have the right to disqualify a Proponent's Information and/or, if applicable, terminate any Agreement with the Respondent in the event that KING'S, in its sole discretion, determines that the Respondent has, in KING'S's opinion, contravened the prohibitions in this Section 13.12.

12.12 Risk of Loss

All risk of loss or damage to property or supplies provided by the Respondent or provided by any third parties in connection with this RFP shall remain with and be upon the Respondent.

12.13 Costs

The Respondents shall bear all costs associated with or incurred in connection with the Information to be submitted by the Respondent, or otherwise arising out of this RFP, and if applicable, the negotiation and settlement of the Agreement to be made with the Selected Respondent.

12.14 Entire Document

This RFP, any addenda to it, and the schedules listed below constitute the entire RFP.

ANNEXES

- Annex A - Respondent's Contact Information
- Annex B - Proposed Contract Terms and Conditions
- Annex C - Project Specifications
- Annex D - Agency Profile
- Annex E - Agency Credential Brief
- Annex F - Reference Form
- Annex G - Non-Disclosure Agreement (NDA)

ANNEX A

KING'S UNIVERSITY COLLEGE REQUEST FOR PROPOSAL

ADVERTISING MEDIA AGENCY OF RECORD

RESPONDENT'S CONTACT INFORMATION

RFP Number 2025HA

INSTRUCTIONS TO RESPONDENTS

Mark on the Submission:

RFP Number: 2025HA

RFP Response Due Date: **FRIDAY, September 24, 2025, at 2:00 p.m.**

Submitted by:

Respondent's Legal Name:
(if different from the above)

Address:

Postal Code:

Telephone No.:

Email Address:

Officer(s) signing on behalf of Respondent:

Position:

G.S.T. No.:

The undersigned affirms that he/she is duly authorized to execute this Information.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

ANNEX B

KING'S UNIVERSITY COLLEGE

ADVERTISING MEDIA AGENCY OF RECORD

SAMPLE CONTRACT TERMS AND CONDITIONS

INDEPENDENT CONTRACTOR PROFESSIONAL SERVICES AGREEMENT

King's University College (herein after called the "KING'S") enters into a binding agreement for professional services (the "Agreement") with [Agency Name] (hereinafter called the "Contractor") as outlined in Annex "C" attached.

Contractor: [Agency Name]
[ADDRESS]

HST Number _____

1. TERM

This Agreement is effective from October 5th, 2025 to October 4th, 2030, after which time it may be renewed by mutual written agreement of both parties. Except as otherwise set forth below, this Agreement shall expire as of the close of business on _____.

2. EARLY TERMINATION

This Agreement may be terminated by KING'S at any time prior to its expiry on 60 days' prior written notice.

KING'S may immediately terminate this Agreement upon written notice to the Contractor if the Contractor materially breaches its obligations under this Agreement or engages in any conduct which KING'S, in its sole discretion, determines has or could have an adverse impact on KING'S reputation or interests.

KING'S shall have no obligation to the Contractor for any fees or other payments incurred in connection with this agreement, after the effective date of termination. Upon termination, all work prepared or produced by the contractor pursuant to this Agreement shall be immediately delivered to KING'S.

Upon the termination or expiration of the Agreement for any reason, the Vendor: will deliver up to KING'S all assets, intellectual property and confidential information belonging to KING'S in the possession of the Vendor; will provide any Deliverables required to be provided under the Agreement up to the date of termination or expiration, including all partially completed

Deliverables; and will provide a full report to KING'S of the current state of any Deliverables.

3. SERVICES

The Contractor agrees to provide, as an independent Contractor, the services described in Annex C – Project Specifications, attached.

4. INDEPENDENT CONTRACTOR

The Contractor will act as an independent contractor under this Agreement, and neither the Contractor nor any employee or agent or contract personnel of the Contractor is, or shall be deemed to be, an employee of KING'S due to this Agreement and the relationship between the Contractor and KING'S. In its capacity as an independent contractor, the Contractor agrees to and represents the following:

1. The Contractor will provide the services under this Agreement free from the direction or control of KING'S as to means, manners and methods of performance;
2. The Contractor has the right and does fully intend to perform services for third parties during the Term;
3. The services required by this Agreement shall be performed by the Contractor, or Contractor's employees or contract personnel and KING'S shall not hire, supervise, or pay any assistants to help the Contractor;
4. Neither the Contractor nor the Contractor's employees or contract personnel shall receive any training from KING'S in the professional skills necessary to perform the services required by this Agreement; or
5. Neither the Contractor nor Contractor's employees or contract personnel shall be required by KING'S to devote full time to the performance of the services required by this Agreement; and
6. The Contractor does not receive the majority of its annual compensation from KING'S.

KING'S and the Contractor acknowledge and agree that KING'S is entering into this Agreement with reliance on the representations made by the Contractor relative to its independent contractor status.

5. COMPENSATION INFORMATION

- A. The Contractor will provide KING'S with regular monthly invoices for services rendered at a rate agreed to be \$_____ per _____, for a total contract value of \$_____ plus applicable Harmonized Services Tax. This amount includes all embedded expenses.

- B. Payment under this Agreement shall be made by KING'S to the Contractor upon receipt and approval by the Contract Manager of the Contractor's billing statement stating that the work for which payment is requested has been appropriately performed.
- C. All billing statements must reflect actual work done.
- D. The Contractor's billing statement(s) may be subject to a final audit prior to the release of the final payment.

6. EXPENSES

The Contractor will be responsible for all expenses and costs incurred in connection with the provision of services under this Agreement. In particular, as an independent Contractor, the Contractor will be responsible for its own Canada Pension Plan, Employment Insurance, Employer Health Tax, Workplace Safety and Insurance and Income Tax contributions, all statutory or other deductions, taxes, premiums or contributions related to the payments made hereunder, as well as the cost of any health benefits it may wish to secure for its staff. The Contractor will be responsible for providing work-related materials, supplies and equipment required in providing services under this Agreement. Any materials that may be provided by KING'S for use during the term of this Agreement must be returned promptly to KING'S at the end of the term.

7. INSURANCE

- a. A VALID WORKPLACE SAFETY AND INSURANCE BOARD FIRM NUMBER MUST BE PROVIDED AT THE EFFECTIVE DATE OF THIS AGREEMENT AND A CURRENT CLEARANCE CERTIFICATE MUST BE PROVIDED BEFORE COMMENCING THE SERVICES. RENEWAL CLEARANCE CERTIFICATES MUST BE PROVIDED PRIOR TO THE EXPIRATION OF AN EXISTING CLEARANCE CERTIFICATE.*
- b. THE CONSULTANT SHALL, AT ITS OWN EXPENSE, MAINTAIN PROPERTY AND COMPREHENSIVE GENERAL LIABILITY INSURANCE, WITH A MINIMUM LIMIT OF \$1,000,000.00, TO PROTECT **KING'S** AND THE CONSULTANT AGAINST DAMAGE TO PROPERTY AND INJURY TO PERSONS ARISING FROM THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT.*

8. INDEMNITY

The Contractor shall indemnify and keep harmless KING'S against all losses, expense, damage and/or penalties that may arise out of any action for damages to property or persons occasioned by the performance of the services under this Agreement.

9. RECORD KEEPING

The Contractor agrees to keep appropriate records documenting the time spent on various projects for KING'S and the activities and projects undertaken for KING'S and agrees to make

such records available during the Term, and for seven (7) years after the ending date for review by KING'S promptly upon request.

10. CONFIDENTIAL INFORMATION

The Contractor acknowledges that all information about **[information systems and software, and any intellectual property, work product, notes, data, diagrams, marketing plans, student, donor and alumni lists and records, and private corporate and financial information about KING'S]** is proprietary to KING'S. The Contractor agrees not to disclose any of such information to anyone outside KING'S, except where such disclosure is necessary for the proper and bona fide execution of the Contractor's duties hereunder, without the prior written consent of KING'S. The Contractor's obligation not to disclose such information without prior written consent will continue to apply after this Agreement has terminated until such time as the information becomes public knowledge through no fault of the Contractor.

11. CONFLICT OF INTEREST

Except as has been disclosed to KING'S, the Contractor affirms that neither the Contractor, nor its affiliates or their employees, has, shall have, or shall acquire any contractual, financial business or other interest, direct or indirect that would conflict in any manner with the Contractor's performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement.

The Contractor further affirms that neither the Contractor nor any affiliates or employees of either has accepted or shall accept anything of value based on an understanding that the actions of the Contractor or its affiliates or either's employees on behalf of KING'S would be influenced. The Contractor shall not attempt to influence any College employee by the direct or indirect offer of anything of value. The Contractor also affirms that neither the Contractor, nor its affiliates or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for the Contractor or such affiliates, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the execution of this Agreement.

In the event of a conflict of interest, the Contractor agrees that the conflict of interest shall be resolved to KING'S satisfaction or KING'S may terminate this Agreement.

12. COLLEGE'S PROPERTY RIGHTS

All work product and discoveries, developed, created or invented by the Contractor in connection with the services described in Annex C, will be the sole and exclusive property of KING'S, and KING'S shall own all copyrights, trade secrets, patents or other intellectual property rights, in all such works (collectively, "Intellectual Property Rights"). The Contractor agrees to and hereby irrevocably assigns to KING'S all Intellectual Property Rights in all such works. The Contractor further agrees to give KING'S such information and execute all additional documentation as may be reasonably required to vest and/or evidence the assignment of all such rights in KING'S. The

Contractor waives its moral rights to any and all of the work products and discoveries.

13. DATA STORAGE AND SECURITY

Data created, collected and/or manipulated under a Contract must be stored on secure Canadian owned primary and back-up servers in Ontario or, if necessary, on secure servers within Canada. Data may not be transported outside of Canada. Data transmitted or stored on computers, portable devices or other media must be protected using secure procedures (i.e. password protection, encryption of files, etc.) The Vendor will provide KING'S, upon request, details describing their plan for meeting the data storage and security requirements, prior to entering into a Contract.

When the Contract ends, whether through expiry or termination, the contracted Vendor will provide all data to KING'S in a method to be determined at the time of Contract end. The contracted Vendor will be required to delete all data from any computers, servers, portable devices or media under their control.

14. ASSIGNMENT

The Contractor may not assign this Agreement.

15. NOTICE

Any notice or other communication to be made under this Agreement shall be made in writing by personal delivery or courier delivery addressed to the recipient at the address set out at the beginning of this Agreement.

16. GOVERNING LAW

This Agreement shall be governed by the laws of the Province of Ontario.

17. TOTAL AGREEMENT

This Agreement, together with Annex C, contains the entire agreement between KING'S and the Contractor superseding any prior or concurrent agreements as to the services being provided,

and no oral or written terms or conditions which are not contained in the Agreement shall be binding. This Agreement may not be changed except by written agreement signed by KING’S and the Contractor.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto.

KING’S UNIVERSITY COLLEGE

(AGENCY NAME)

Signature of Individual
or Authorized Representative

Signature of Individual
or Authorized Representative

Name of Individual
or Authorized Representative

Name of Individual
or Authorized Representative

Title

Title

Date and Place

Date and Place

ANNEX C

KING'S UNIVERSITY COLLEGE

ADVERTISING MEDIA AGENCY OF RECORD

1. **Project:** Advertising Media Planning and Budgeting Agency of Record
2. **Department:** Marketing and Recruitment
3. **Period of performance:** 5 year contract (October 5, 2025 – October 4, 2030)
4. **Working with King's University College**

This is an exciting opportunity for an agency that is passionate about strengthening a client's brand and driving their business outcomes. King's University College (KING'S) needs an agency partner that will build highly effective and impactful, integrated media campaigns to ensure the KING'S brand stands out among an influential competitive set and showcases compelling advertising creative to inspire future students from within Ontario and across the globe to come and study at KING'S. This will be a rewarding relationship with a client that has ambitions for growth to make a positive impact KING'S enrolment.
5. **Terms of reference describing the services required:**

King's University College (KING'S) is seeking a media services agency that will contribute to the integrated effort to drive applications and enrolment, awareness and consideration for post-secondary education, both internationally and domestically. In that regard, the Agency will develop strategic, target audience aligned media campaigns that carry KING's advertising creative that promotes the reputation/brand image and stimulates applications and enrolment with its consumers.
6. **Annual Total Advertising budget:**

KING'S total advertising budget:
Year 1 (Nov 2025 – Apr 2026): \$1.0 million
Year 2* (Sept 2025 - Apr 2026): \$1.4 million (potential pending results)
Estimated budget split of 80:20 between Media Agency and Creative Agency expenses (assuming separate agency providers for both)

*KING'S operating budgets are set annually so Year 2 and beyond of the AOR relationship will benefit from a full planning & budget preparation cycle.
7. **KING'S is seeking a media agency partner with:**
 - a. Media Planning & Buying excellence.
 - i. Skilled in the selection of media to match client objectives and target audience media consumption behaviour.

- ii. Optimize available budget through discounts, added value.
- b. Strategically minded.
 - i. Synthesizes the client's objectives, marketplace, audience, insights, creative, and budgets.
 - ii. Augments with own research sources to shape plans.
 - iii. Seeks to understand the KING's prospective student population.
 - iv. Embraces the KING'S brand and vision.
- c. Compatible 'DNA' fit and culture.
 - i. Working together, teamwork, an environment of inclusiveness and collaboration are key.
 - ii. This includes working collaboratively with other 3rd party suppliers to KING'S as well as the KING'S client team.
- d. Experience or demonstrated understanding of:
 - i. The core consumer target group – young adults, aged 18 to 24 years.
 - ii. Government or not-for-profit sectors.
 - iii. Direct experience with educational institutions or government/not-for-profit sectors is not necessary if there is a solid track record of success working with the core target group.
- e. Experience and success extending/adapting domestic Canadian advertising campaigns to select International markets.
- f. Track record of growing clients' business.
 - i. KING'S is targeting significant growth in enrolment through diversification of International student markets, double digit domestic growth and significant donor growth over the next 5 years.
- g. Ability to optimize the Return On Marketing Investment with the opportunity to grow budgets through demonstrated impact.
- h. Expertise in leveraging digital, web, and social media.
 - i. Possessing expertise in identifying, determining fit for KING'S with new, emerging, as well as target audience proven digital media platforms.
- i. Champion of Integration within campaigns.
- j. Solid financial management.
 - i. There needs to be effective and efficient management of all financial aspects of the client-agency relationship.

8. Scope of Specific Services to be provided:

a. Media Planning

Service Provided shall perform the following media planning tasks and services as part of the Services:

- a) Familiarize itself with the business of the Company, its services, the industry and its competitors in which Company operates.
- b) Develop and prepare written media plans for advertising campaigns as

instructed by Company to make the best possible use of the media budget made available by Company.

- c) Revise those plans as agreed upon between Company and Service Provider.
- d) Analyze and provide point-of-views on appropriate media opportunities.
- e) Access, analyze and apply industry/media research to the media planning process. There are no charges over and above quoted media fees or commissions for the use of syndicated research in the media planning and buying process. Nielsen expenditure data in the form of the annual summary is also provided free of charge.
- f) Recommend initiation of or participation in proprietary media research as it relates to media planning at Company's cost.
- g) Attend, lead and/or participate in Company meetings/presentations/briefs related to the services being provided under this Agreement as requested by Company.
- h) Liaise with other suppliers of creative work and production materials appointed by the Company to ensure that those suppliers are fully aware of media production requirements and rescheduling.
- i) Provide regular training for Company on consumer and media related topics.
- j) Provide analytical capabilities to unify performance metrics across all digital activities to allow for insightful optimization and more effective digital investment decisions.
- k) Test Scenarios, as reasonable and appropriate and agreed by the Parties as part of overall plans
 - 1. Alternate Channels
 - 2. Media Mix or Spending Levels.

b. Media Buying

Service Provider shall perform the following media buying tasks and services a part of the services:

- a) Act as centralized media buying resources on behalf of the Company, which uses available leverage to deliver competitive executions. In this response, Service Provider will endeavor to secure advantageous rates

and discounts available for this purpose. All media time and space purchased shall be with Company's prior written approval and shall become the property of the Company upon payment therefor.

- b) Purchase media space and broadcast time as required, on behalf of the Company in a manner which effectively and efficiently meets the advertising requirements of the Company, within the approved budget provided by the Company.
 - c) Service Provider will provide Media Cost Estimates for all media expenditures for the campaign, for Company approval in writing, prior to the start of the campaign.
 - d) Service Provider will Invoice Company for Company media costs monthly on account of the Approved Media Cost Estimates related to such month.
 - e) Adjustments to the previously invoice Company Media Cost Estimates will be made in accordance with the actual costs set out in the suppliers' affidavit(s) received by Service Provider.
 - f) A final reconciliation for each advertising campaign will be delivered by Service Provider to Company as soon as practicable following the conclusion of such campaign.
 - g) Service Provider agrees to pay media promptly on receipt of payment from Company.
 - h) Develop efficient media execution strategies for projects designed by the Company.
 - i) Actively pursue special media opportunities which will meet the advertising objectives of the Company.
- c. **Note:** A concurrent search for a Creative Agency of Record is underway with a preference for full-service single agency or demonstrated partnership approach.

The In Scope Services set forth in Sections 'a' below are expected to be performed by the Media Agency of Record's personnel:

9. CLIENT MEDIA SERVICE NEEDS

- 1. Strategy, Planning and Management
 - i. The work is expected to require 850 FTE hours annually.
 - ii. Strategic Planning & Research (i.e. media strategy and some collaboration on business/marketing strategic plans)

- iii. Annual planning (input)
- iv. Campaign development & recommendations
- v. Media Buying & Reconciliation
- vi. Opportunity seeking
- vii. Budget management
- viii. Campaign reporting

10. OTHER VARIABLE WORK/SERVICES, UPON REQUEST

- a. Capital and other campaigns for fundraising will be supported with separate tactical budgets.

ANNEX D

KING'S UNIVERSITY COLLEGE

ADVERTISING MEDIA AGENCY OF RECORD

MEDIA AGENCY PROFILE

(Please use the format below; Agency Profile target length: 3 pages plus bios, exhibits (8½" x 11"; minimum 10 pt font)

Agency Name (legal name, and any name under which it carries on business)	
Address (head office address, contact information, including email address)	
Key Contact Person (name, title, and email address, contact's telephone numbers)	
Name of the person who will have primary responsibility for overseeing the provision of the Deliverables if the Respondent becomes the Vendor	
List current clients. Identify top 5 Major Clients & how long you have worked with them	
Ownership structure of your company, including any affiliate companies. For example, whether it is an individual, a sole proprietorship, a corporation, a partnership, or other legally recognized entity.	
Name(s) of: 1. the proprietor, where the Respondent is a sole proprietor; 2. each of the directors and officers where the Respondent is a corporation; 3. each of the partners where the Respondent is a partnership; and 4. the applicable information regarding the proprietor, directors, officers and/or partners where the Respondent is another recognized legal entity;	
Whether the Respondent is a partner, director, officer, shareholder, or a contributor of capital to another individual, sole proprietorship, corporation, partnership, or other legal entity that has as its principal business the provision of goods or services similar to the Deliverables, and if so, the details of that relationship.	
For each principal member of your management team, provide the following information: -Name and title	

-Number of years with your company -Role/responsibility	
# of permanent employees, as of the date of submission – # to be expressed as FTEs (Full-time Equivalents). # in total; # in local office, if different.	
Core Competencies of your agency	
Agency USP	
Agency History (Year incorporated or started business and major milestones)	
Sub-contract Suppliers / Partners (If you propose to sub-contract or outsource any portion of the services to be provided by your company, provide the company name(s), address (es), contact information, management team information and what the supplier company's role/responsibilities will be)	

ANNEX E

KING’S UNIVERSITY COLLEGE

ADVERTISING MEDIA AGENCY OF RECORD

CREDENTIALS BRIEF

Please answer all of the questions below.

1. General Request for Proposal (RFP) Guidelines

- a. The response to this Request should support how your agency differentiates itself from your competitors and highlight its relevance to King’s University College (KING’S).
- b. The overall objective is to select the best media agency that can clearly demonstrate their ability and commitment to provide the following:
 - 1) Develop and execute breakthrough media plans.
 - 2) Maximize the effectiveness of media plans with a focus on research, insight, innovation, and integrated communication solutions. (Please provide case studies examples of work you have done for other clients of similar billing size that demonstrate your strength in this area.)
 - 3) Maximize media buying efficiencies that will benefit KING’S.
 - 4) In-depth media servicing by an experienced and knowledgeable media team with a proven track record of working in synergy with KING’S other communications partners.
 - 5) A competitive compensation approach that reflects the understanding of the media service needs of this type of business.
- c. The Respondent may, if you wish, also provide a separate “credentials” or “backgrounder” document about your agency.

2. Credentials Brief

Your response to the RFP should address the following specifics:

a. Media Organization and Capabilities Overview

- 1) Brief outline of your size, structure, senior management, staffing and ownership.
- 2) Overall approach and philosophy concerning media.
- 3) Outline your list of clients, their size and spending by medium and group your by size of less than \$2 million, \$2-\$5 million, \$6-\$10 million and \$11 million plus.
- 4) Indicate which of the media services your agency provides: planning, buying, research, trafficking, billing, and paying.
- 5) Detail your agency spending power by medium.
- 6) What reporting interfaces do you provide to clients to allow them to monitor campaign performance?

b. Media Planning and Research

- 1) Highlight the relevant experience you have in working in this category or similar categories, including experience in reaching the Adult 18-24 target audience.
- 2) How does your agency use research in media strategy and planning?

- 3) Outline what unique and/or proprietary planning and research tools you have that allow you to deliver more effective media programs to your clients and would be of benefit to KING'S. Indicate whether there is an additional cost to utilize these tools.
- 4) What tools or benchmarks has your agency developed for assessing the effectiveness of your media plans and executions?
- 5) KING'S actively recruits future students from markets outside Canada. Please describe your agency's experience reaching an international target audience and the results achieved and any lessons you learned that would be relevant to the KING'S business.

c. Media Buying

- 1) Provide an overview of your philosophy and strategy for buying with an emphasis on digital and social media. How will it benefit KING'S?
- 2) How will you leverage your overall agency media spend to benefit KING'S?
- 3) Does your agency's size have any distinct quantifiable advantages with the media in general or with any one medium or partner?
- 4) Outline how you believe your agency should be held accountable and ensure that your buys are cost competitive relative to the buying strategy.
- 5) What is your track record of providing media added value and bonus weight to your clients, particularly in digital and social media?
- 6) What is your experience in acquiring "not-for-profit" discounts from media suppliers for advertisers who qualify?

d. Compensation

- 1) Outline your preferred compensation approach – fee, % commission, and base plus incentive etc.
- 2) How would your agency prefer to be compensated on an assignment of this size?
- 3) What process would you propose to be evaluated on in order to ensure that your servicing, planning, and buying etc. meet the highest standards on an ongoing basis, and how frequently?

ANNEX F
KING'S UNIVERSITY COLLEGE
ADVERTISING MEDIA AGENCY OF RECORD
REFERENCE FORM

Respondents must complete one (1) reference form for each Client/Project described in response to Section 7.3

Company:

Address:

Contact Name:

Title:

Telephone Number:

Fax Number:

Email Address:

Date Work Undertaken:

Nature of the Assignment:

I/We consent to King's University College or its advisors performing checks with the reference(s) listed above.

Dated at this _____ day of _____, 2025.

Signature of Authorized Lead Representative

Signature of Witness

(Printed Name)

(Printed Name)

(Title)

(Phone Number)

ANNEX G

KING'S UNIVERSITY COLLEGE ADVERTISING MEDIA AGENCY OF RECORD NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into on this _____th day of _____, 2023 by and between King's University College at the University of Western Ontario, located at 266 Epworth Ave, London, Ontario N6A 2M3 (the "Disclosing Party"), [insert name] located at [insert address] (the "Recipient").

The Recipient hereto desires to participate in discussions regarding developing the RFP-based Search for and Selection of an Advertising Media Agency of Record for the External Relations department at King's University College (the "Transaction"). During these discussions, the Disclosing Party may share certain proprietary information with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition of Confidential Information

(a) For purposes of this Agreement, "Confidential Information" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Recipient acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets

(b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: (i) was known by the Recipient prior to receiving the Confidential Information from the Disclosing Party; (b) becomes rightfully known to the Recipient from a third-party source not known (after diligent inquiry) by the Recipient to be under an obligation to Disclosing Party to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by the Recipient in breach of this Agreement; (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and (e) is or has been independently developed by employees, consultants or agents of the Recipient without violation of the terms of this Agreement or reference or access to any Confidential Information.

2. Disclosure of Confidential Information

From time to time, the Disclosing Party may disclose Confidential Information to the Recipient. The Recipient will: (a) limit disclosure of any Confidential Information to its employees, agents or representatives (collectively “Representatives”) who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein). The Recipient shall be responsible for any breach of this Agreement by any of its respective Representatives.

3. Use of Confidential Information

The Recipient agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Recipient hereunder. Title to the Confidential Information will remain solely in the Disclosing Party. All use of Confidential Information by the Recipient shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Recipient shall be the sole property of the Disclosing Party.

4. Compelled Disclosure of Confidential Information

Notwithstanding anything in the foregoing to the contrary, the Recipient may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Recipient promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of a broad regulatory request with respect to the Recipient’s business (not targeted at Disclosing Party), the Recipient may promptly comply with such request provided the Recipient give (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure. The Recipient agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Recipient is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

5. Term

This Agreement shall remain in effect for a two-year term (subject to a one year extension if the parties are still discussing and considering the Transaction at the end of the second year). Notwithstanding the foregoing, the parties’ duty to hold in confidence Confidential Information that was disclosed during the term shall remain in effect indefinitely.

6. Remedies

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable legal fees and expenses.

7. Return of Confidential Information

The Recipient shall immediately return and redeliver to the Disclosing Party all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving therefrom and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may request; provided however that the Recipient may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Recipient, with the written consent of the Disclosing Party may (or in the case of Notes, at the Recipient's option) immediately securely destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction.

8. Notice of Breach

The Recipient shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Recipient or its Representatives, or any other breach of this Agreement by Recipient or its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

9. No Binding Agreement for Transaction

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time. This Agreement does not create a joint venture or partnership between the parties. If a Transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall prevail.

10. Warranty

The Disclosing Party warrants that it has the right to make the disclosures under this Agreement. The parties acknowledge that although they shall each endeavor to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Disclosing Party. Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither Party hereto shall have any liability to the other party or to the other party's Representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

11. Miscellaneous.

(a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

(b) This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. Each party hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario.

(c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(d) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

(e) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.

(f) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

(g) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

KING'S UNIVERSITY COLLEGE AT THE UNIVERSITY OF WESTERN ONTARIO

Per:

Title:

I/We have authority to bind the corporation.

Per:

Title:

[INSERT NAME OF RECIPIENT COMPANY]

Per:

Title:

I/We have authority to bind the corporation.

Per:

Title: