



KING'S UNIVERSITY COLLEGE

REQUEST FOR PROPOSAL

ADVERTISING CREATIVE AGENCY OF RECORD

REQUEST FOR PROPOSAL #: 2025HB

**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 excited to be engaging in a search for a strategically minded and incredibly creative advertising agency. The university sector is highly competitive, but KING'S is confident that we have a USP that, when expressed in the right way and in the right media, will make KING'S a compelling destination for future students from across Ontario and Canada and from around the world. KING'S is an opportunity for your agency to help us strengthen our brand and grow our business. 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 creative concepts against a new creative strategy (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 **Schedule A**. 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 RFPs being issued by KING’S for both a creative development agency and a media planning/buying agency. Creative agencies that also possess a media buying capacity are strongly encouraged to respond to the unique aspects of the Media Buying AOR submission and consolidate into a single submission. Alternatively, if the creative agency has an existing relationship with a media buying 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

“Proposal” - 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 includes the other gender, unless the context requires otherwise.

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 or Withdrawal of Proposal by Respondent

2.1 When and Where to Submit a Proposal

To be eligible for consideration, proposals 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 proposal (the “**Proposal**”) 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 Proposals that are not received through the **BIDDINGO** website.

Proposals become the property of KING’S and will not be returned to Respondents.

2.2 Withdrawal or Amendment of Proposal by Respondent

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

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

2.3 Proposal Irrevocable by Respondent

Subject to a withdrawal by the Respondent prior to the Closing Time, Proposals 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 Proposals 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 Proposal 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 Proposal.

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 (Schedule 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's Right to Waive Irregularities

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

3.3 KING'S's Right to Clarify Proposals

KING'S, without liability, cost or penalty, in its sole discretion and at any time after the submission of a Proposal, may seek clarification from any Respondent with respect to its Proposal. 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 Proposal.

3.4 KING'S'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 relating to the RFP

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

All communications, including requests for information or clarification of this RFP, must be submitted through BIDDINGO and addressed to the RFP Coordinator.

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 Co-ordinator 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, ON) 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 e-mail is deemed to have been received by KING'S when KING'S e-mail system delivers it to the RFP Coordinator's e-mail box.

A Q&A meeting may be scheduled, if required, to provide all respondents the opportunity seek and receive clarification about the RFP.

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 Schedule "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 Proposal and Respondent Information

6.1 Format of Proposal

Proposals are 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 Proposal 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 – Creative Agency Profile

6.3 Information about Subcontractors or Partners (such as Design, Media Planning etc.)

The Respondent must include in its Proposal 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 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 a Proposal to be considered by KING'S (the "**Mandatory Requirements**"). If, in the sole discretion of KING'S, a Proposal 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, a Proposal 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 Proposals that comply with the Mandatory Requirements.

7.1 Proposal Form

The Proposal 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 Proposal.

7.2 Conflict of Interest

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

In their Proposal, Respondents must declare any situation or relationship that may constitute a conflict of interest in connection with the submitting of a Proposal 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 Proposal 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 Proposal:

- (a) a list of the names, addresses and telephone numbers of the persons who participated in the development of their Proposal; 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 Proposal have either been appointed to their Board of Directors or employed within the last 2 years.

A Proposal 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.

Financial and Business Viability

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

- (c) been declared bankrupt or made a voluntary assignment in bankruptcy;
- (d) made a proposal under any legislation relating to bankruptcy or insolvency; or
- (e) 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, the Respondent shall attach a copy of a discharge, release, or document with similar effect.

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 Proposal in connection with the provision of any substantial portion of the Deliverables.

7.5 Ontario Corporate Taxes in Good Standing

Respondents must confirm in their Proposal, 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

Respondents must certify in their proposal 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 terms and conditions set out in Schedule B the Proposed Contract and Terms and Conditions. The Agreement must be included with the Respondents submission either changed or unchanged.

7.8 Willingness to Enter into Agreement

Respondents must indicate in their Proposals whether they are prepared to enter into an agreement with KING'S that contains the terms and conditions that are consistent with the Proposed Contract Terms and Conditions attached as Schedule B. The Respondent must indicate if the Proposed Contract Terms and Conditions are acceptable to the Respondent as written, set out any changes or additions that the Respondent proposes be made to the Proposed Contract Terms and Conditions, and the reasons for any proposed changes.

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 Proposal 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, because of participating in the RFP, and by submitting a proposal 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 a Proposal, to participate in the Respondents' interviews, if held, in accordance with Section 10.3.

Section 8 Disqualification of Proposals

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

8.1 Disqualification of Proposals on Grounds of Faulty Submission

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

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

8.2 Disqualification of Proposals on Grounds of Improper Conduct by Respondent

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

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 Proposals;
- iii. any expert or other advisor assisting persons responsible for evaluating Proposals; or
- iv. any contractor, staff or employee of KING'S (excluding the RFP Coordinator).

8.3 Disqualification of Proposals on Grounds of Historical Experience

KING'S, without liability, cost or penalty, in its sole discretion, may disqualify a Proposal 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	September 24 th , 2025, 2:00 p.m.
Stage 3:	Friday, September 29 th , 2025
(a) Final Selection of King’s Advertising Creative Agency	
(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 Experience and Qualifications Questionnaire

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 Experience and Qualifications Questionnaire 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 agency candidates, so we are asking you to limit your responses to the Questionnaire to **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 Proposals 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 2 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 Proposal 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 3 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 and NDA) were obtained from BIDDINGO.
Respondent’s contact information sheet is included in the submission.

10.2 Stage II: Evaluation of Candidates to Determine Winning Agency

Stage II will include:

- Each proposal will be reviewed to ensure it complies with these additional specific mandatory submission requirements; each provided in the format specified in Section 6.1:
 - **Creative concepts/ideas**, requested based on the creative brief.
 - Each selected agency will be asked to provide 3-5 advertising concepts based on the creative strategy.
 - The work/output is intended to showcase the Agencies' strategic, and creative acumen as well as processes that would be activated upon the start of the Creative Agency of Record agreement.
 - The work must be done by the Agency personnel team that the Agency is proposing will work on the KING'S business if the Agency is awarded the KING'S Advertising AOR assignment.
 - The purpose of this trial assignment for KING'S is to assess the agency in the "real world":
 - The Agency's core skills and capabilities in strategy and creativity.
 - The fit for KING'S with the Agency.
 - The Agency's ability to understand and respond to KING'S inputs.
 - **Agency Financial Estimates:**
 - Agency is to provide its financial estimates as outlined in this RFP, which relate to the pricing/fees for service that the Agency would provide to KING'S, if selected as the KING'S Advertising Creative Agency AOR.
 - These financial estimates are not expected to be a final commitment by the Agency to its proposed pricing/compensation. However, the 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 in the Evaluation Criteria section of this RFP.
 - The financial estimates provided by each Agency must include:
 - A proposed blended hourly rate for the package of "in-scope" services that will be provided.
 - 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.
 - 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.
 - 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.
 - 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.

- 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. 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			
Creative Director			
Creative Development - Art direction			
Creative Development - Writing			
Digital/social media			
Studio			
Connections Planning			
Other, please specify: _____			
Total:	100%		

10.3 Stage III: Final Selection of KING'S Creative Agency

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.

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 as per the terms of reference, including approach to working with clients, teamwork, agency size, etc. 	5
Strategic Thinking and Branding Disciplines <ul style="list-style-type: none"> Ability and experience in developing consumer insights, developing clear, differentiated creative strategies; understanding of and evidence of building and evolving clients' brands. 	10
Creative Concepts <ul style="list-style-type: none"> Demonstrated connection of creative work to King's brand, research, consumer insights, creative strategy. Demonstrated ability to break through in a highly saturated and competitive advertising environment, capturing audience attention and driving engagement Demonstrated ability to motivate and persuade target audience. 	15
Evidence of Business Results <ul style="list-style-type: none"> Evidence that the creative concept(s) perform well against norms and drive application intent to King's. 	35

Ownership of Agency <ul style="list-style-type: none"> Evidence the selected partner has the resources, and infrastructure to effectively support the scope of work and provide exceptional service. This includes the agency's staffing levels, in-house capabilities, client servicing structure, and ability to scale or respond to project demands in a timely and efficient manner. 	10
Agency Financials	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 Proposals 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 Proposals as confidential but cannot guarantee that the confidentiality of any information contained in a Proposal will be preserved if a request for access to the information is made under FIPPA.

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

- a) the disclosure of their Proposal, or any part thereof, to individuals in KING'S and other persons, as may be necessary for the purpose of reviewing and evaluating the Proposal;
- b) KING'S making copies of the Proposal for the purpose of reviewing and evaluating the Proposal;
- c) the retention of the Proposal by KING'S; and

- d) the public disclosure of the Respondent's name and the fact that it has made a Proposal.

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 Co-ordinator 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 Proposal 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 Proposal, 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 Proposal; 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:

- d) 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 Proposal;
- e) 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 Proposal; and
- f) 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 Proposal.

12.7 Insurance

The Agreement will require the Successful Respondent to maintain at its sole cost and expense, the following insurance coverage with financially sound and reputable insurance companies

acceptable to KING'S. The coverage must be maintained in full force and effect at all times throughout the term of any Agreement arising from this RFP.

- a) Comprehensive General Liability Insurance in the amount of at least \$2,000,000 that protects the Successful Respondent and its employees and agents, from all claims, demands actions, causes of action that may be taken or made against the Successful Respondent for any loss of or damage to property, or personal injury including bodily injury or death, that may arise with respect to the Successful Respondent's performance or provision of the Services.

This policy must also include contractual liability, non-owned automobile liability, completed operations coverage as well as a cross-liability clause.

This policy must add KING'S as an additional insured but only with respect to and during the Successful Respondent's performance of its obligations set out in the Agreement arising from this RFP.

- b) Professional Liability or Errors & Omissions Liability Insurance with limits of not less than \$1,000,000.
- c) Automobile Insurance with limits of not less than \$2,000,000 per occurrence, which must include legal liability for damage to non-owned automobiles. This policy must provide coverage for bodily injury and property damage arising out of the ownership, use or operation of all owned and/or leased automobiles.

All of the policies described above must provide KING'S with 30 days notice of cancellation or material change.

A certificate of insurance ("**Certificate**") evidencing the insurance coverage described in Section 13.7 must be submitted prior to the finalization of an Agreement for all or part of the Deliverables with KING'S and Successful Respondents must certify in their Proposals that they have or warrant that they will obtain prior to the finalization of an Agreement arising from this RFP the insurance coverage described in this Section 13.7. The insuring company or its agent must sign the Certificate and the original must be provided to KING'S.

12.8 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.

12.9 Governing Law

This RFP, any Proposal 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.

12.10 Permits, Licences, Consents, Authorizations

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

- 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 a Proposal 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.

12.11 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.

12.12 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 Proposal.

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 Proposal 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.

12.13 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.

12.14 Costs

The Respondents shall bear all costs associated with or incurred in connection with the Proposal 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.

12.15 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 and Terms and Conditions
- Annex C - Project Specifications
- Annex D - Agency Profile
- Annex E - Agency Experience and Qualifications Questionnaire
- Annex F - Reference Form
- Annex G -Non-Disclosure Agreement (NDA)

ANNEX A

KING'S UNIVERSITY COLLEGE REQUEST FOR PROPOSAL

ADVERTISING CREATIVE AGENCY

RESPONDENT'S CONTACT INFORMATION

RFP Number 2025HB

INSTRUCTIONS TO RESPONDENTS

Mark on the Submission:

RFP Number: 2025HB

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 Proposal.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

ANNEX B

KING'S UNIVERSITY COLLEGE

ADVERTISING CREATIVE AGENCY OF RECORD

SAMPLE CONTRACT AND 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 Schedule "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 Schedule "A", 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 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 Appendix "A", 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 CREATIVE AGENCY OF RECORD

PROJECT SPECIFICATION

1. **Project:** Advertising Creative Agency of Record
2. **Department:** External Relations
3. **Period of performance:** Five year contract (October 5th, 2025 – October 4th, 2030)
4. **Working with King's University College**

This is an exciting opportunity for an agency with a passion for building a client's brand and driving their business results. King's University College (KING'S) needs an agency partner that will make its brand stand out from among an influential competitive set and leverage its strategic positioning 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 an appetite to push the envelope (or the ivy-covered towers of higher education) creatively and make a positive impact KING'S enrolment.
5. **Terms of reference describing the services required:**

King's University College (KING'S) is seeking a marketing communications specialist agency that will help stimulate applications and enrolment, awareness and consideration for post-secondary education, both internationally and domestically. In that regard, the Agency will develop strategy, creative concepts and execute production of advertising campaigns aimed at promoting the reputation/brand image and at stimulating applications and enrolment with consumers.
6. **Annual Total Advertising budget:**

KING'S total advertising budget: \$1M
Year 1 (November 2025 – Apr 2026): \$1 million
Year 2* (September 2026 - April 2027): \$1.4 million
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 an agency partner with:

- a. Creativity excellence.
 - i. Solid creative capabilities across the range of target-oriented advertising media.
 - ii. There is an opportunity for creative innovation – pushing the envelope. Based on rationale and research support for recommendations.
- b. Strategic thinking and branding acumen.
 - i. Ability to strategically support the evolution of the KING'S brand with a strong understanding of branding, strategic planning and the consumer.
 - ii. Embraces the KING'S brand and vision.
 - iii. Help KING'S continue to evolve its brand and assets.
Contribute in a significant way to the evolution of the expression of the brand, including name, logo, visual identity and brand guidelines.
KING'S is not looking for a revolutionary change to the brand, but rather a planned and coherent approach to positive evolution, in an increasingly competitive post-secondary education marketplace.
- 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 extending/adapting domestic Canadian advertising 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, modest 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. Strong capabilities in 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 synergy and Integration within a campaign.
- 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. Branding, Strategy, Creative development, ad unit production, and trafficking to media providers per media plan developed with media agency (should these media planning & buying be delivered by a separate agency).
- b. **Note:** There will be a concurrent search for a Media Agency of Record and creative agencies are encouraged to participate in and/or identify a prospective Media Agency partner.
- c. The agency will collaborate with the KING'S internal marketing-related constituents.

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

9. CLIENT REPUTATION (BRAND) COMMUNICATION NEEDS

- a. Strategy, Planning and Management
 - i. Stakeholder engagement in strategy, concept and brand roll-out.
 - ii. Reputation (Brand) management
 - iii. Annual planning (input)
 - iv. Campaign development
 - v. Connections planning (with the client's media agency and other service providers)
 - vi. Budget management
 - vii. Campaign performance
- b. KING'S Campaigns (excluding sponsorships and promotion)
 - i. Original Creative Development and Production in English for advertising material for one **consumer** campaign with a view to extending/adapting the campaign for select international markets. We anticipate a significantly evolved campaign to be developed by the Agency in Year 1, which is pool-able and rolled out/refreshed annually thereafter. To be prepared for media execution several options may include:
 - 1) Digital/Social Media including Social Media that leverages existing KING'S favoured platforms (TikTok, Instagram, Facebook, YouTube, Spotify) but prepared to adopt new/emerging target audience-aligned platforms.
 - 2) Print
 - 3) OOH
 - 4) TV
 - 5) Radio
 - 6) Collateral materials (e.g. templates)
 - ii. Adaptation of Existing Creative Materials that integrate new Branding, advertising creative qualities, where applicable.
 - 1) Brand assets
 - 2) Digital/Social Media materials, including elements for use on the KING'S website

- 3) Print assets/photography
- 4) Videos
- 5) Print
- 6) Collateral materials (e.g. templates)

10. OTHER VARIABLE WORK/SERVICES, UPON REQUEST

- a. The Other Variable (upon request) Services set forth herein are to be performed by the Agency's personnel from the Agency's headquarters but are not calculated as a part of in-scope annual compensation/ monthly fees.
- b. Capital and other campaigns for fundraising will be supported with separate tactical budgets.
- c. Additional image bank photography: this may include sourcing and/or producing images, identifying photographers, etc.
- d. If/when requested by KING'S, provide support with creative/materials development at time of a major sector event such as Ontario University Fair (OUF), etc.

See separate detailed "Scope of Work checklist" exhibit (Exhibit A) for further details.

Exhibit A

Exhibit – Detailed Scope of Work

ICA Agency Service Needs Checklist

	Advertiser	Agency	Joint	Other Company	No No Need	COMMENTS Other Variable (upon request) Services = services required on an as needed/agreed basis, with compensation separately agreed from In Scope annual/monthly compensation)
STRATEGIC, ACCOUNT PLANNING, ACCOUNT MANAGEMENT						
GENERAL MARKETING & STRATEGIC COUNSEL			x			In Scope
SECONDARY RESEARCH, COMPETITIVE INTELLIGENCE			x			In Scope
ANALYZE ENROLLMENT, APPLICANTS, HIGH SCHOOL PROSPECTS, STUDENTS DATA TO GENERATE LOOKALIKE LISTS FOR TARGETING	x					
MARKETING PLANS, OBJECTIVES, STRATEGIES	x					
TARGET MARKET COMPETITIVE ANALYSIS			x			In Scope
CONNECTIONS PLANNING			x			In Scope
CREATIVE/COMMUNICATION STRATEGIES; CONSUMER INSIGHTS			x			In Scope
BUSINESS DEFINITION; NEW OPPORTUNITIES	x					
COORDINATION OF NON-MEDIA/"OTHER SERVICES"			x			Brand Guidelines
PROGRAM EXTENSIONS, SEGMENTATION, NEW PRORAM IDEAS	x					
POSITIONING STATEMENTS/EMPLOYEE TRAINING/MOTIVATION			x			Variable (upon request)
ATTEND RECRUITMENT OR STAFF MEETINGS, FIELD VISITS TO HIGH SCHOOLS	x					
LOCAL OR REGIONAL REPRESENTATION					x	
MONTHLY BRAND SPENDING REPORT		x				In Scope
RESEARCH						
MARKET RESEARCH, HABITS AND PRACTICES STUDIES	x					
CONSUMER INSIGHT RESEARCH; CONCEPT TESTING			x			Agency input/participation In Scope; research cost is separate budget.
CREATIVE PRE AND POST TESTING					x	
ADVERTISING TRACKING STUDIES	x					

	Advertiser	Agency	Joint	Other Company	No No Need	COMMENTS Other Variable (upon request) Services = services required on an as needed/agreed basis, with compensation separately agreed from In Scope annual/monthly compensation)
CREATIVE						
ENGLISH		x				One (1) KING'S-focussed consumer campaign developed and pool-able over 5 years: In Scope.
FRENCH					x	
INTERNATIONAL		x				Adapt/extend campaign for select International markets: In Scope
ETHNIC			x			Variable (upon request)
PRINT – INCLUDING BRAND VISUAL IDENTITY		x				In Scope
DIGITAL/ONLINE/SOCIAL MEDIA		x				In Scope
OUT-OF-HOME		x				In Scope
BRAND POSITIONING/ BRAND ASSET MODIFICATION AND CONSTRUCTION		x				In Scope
BUSINESS TO BUSINESS, FUNDRAISING CAMPAIGN			x			In Scope
BUSINESS TO BUSINESS, TRADE, INDUSTRIAL					x	
RETAIL, PROMOTIONAL, FLYERS					x	
COOP/DEALER/FRANCHISEE/MAT SERVICE					x	
HEALTH CARE/PHARMACEUTICAL					x	
RECRUITMENT/APPOINTMENT NOTICES					x	
ADVOCACY, CORPORATE, FINANCIAL	x					Annual Reports may be Joint In Scope
YELLOW PAGES/DIRECTORY ADVERTISING					x	
INTERNAL COMMUNICATIONS	x					
DIRECT RESPONSE/INTERACTIVE/INFOMERCIALS		x				Interactive/digital In Scope
NON-MEDIA CREATIVE						
INDUSTRY / SCHOOL/ PARTNERS MERCHANDISING, POINT-OF-PURCHASE					x	
COLLATERAL MATERIALS, BROCHURES, CATALOGUES					x	
RECRUITMENT & EMPLOYEE MEETING THEMES, MATERIALS	x					
CORPORATE IDENTITY/BRAND DESIGN/BRAND NAMING			x			In-Scope
VIDEOS; HOW-TO; IN-STORE; CORPORATE			x	x		Web/social media video content: In Scope Tactical
TRADESHOW, EXHIBITS AND DISPLAY			x			Variable (upon request)

	Advertiser	Agency	Joint	Other Company	No No Need	COMMENTS Other Variable (upon request) Services = services required on an as needed/agreed basis, with compensation separately agreed from In Scope annual/monthly compensation)
PRODUCTION & TRAFFIC						
OBTAIN REGULATORY/BROADCASTER APPROVALS		x				In Scope
ESTIMATE AND DOCKET CONTROL		x				In Scope
PURCHASE, SUPERVISING PHOTO, ART, MECHS.		x				In Scope
CASTING, NEGOTIATE TALENT CONTRACTS		x				In Scope
TALENT PAYMENT/RESIDUALS		x				In Scope
MULTI-BRAND SCHEDULING AND ROTATION					x	
TRAFFICKING MATERIALS WITH INSTRUCTIONS TO MEDIA PROVIDERS		x				In Scope
PRINTING; QUANTITY VIDEO FILES		x				In Scope
VIDEO ASSEMBLY, ROUGH EDITS, ANIMATICS, RIPOMATICS		x				In Scope
FINANCIAL						
TIME SHEET MANAGEMENT		x				In Scope
PRODUCTION FINANCIAL MANAGEMENT		x				In Scope
CONTRACT MANAGEMENT		x				In Scope
PAYING MEDIA, INVOICING CLIENT				x		
PROVIDING FACILITIES FOR ANNUAL AUDIT					x	
PROVIDING COST ACCOUNTING FOR EARNINGS/LOSS					x	
SALES PROMOTION						
STRATEGY/PLANNING					x	
PROMOTION CONCEPTS & IDEAS					x	
POINT OF PURCHASE, DIRECT MAIL, TRADE ADS					x	
SALES AIDS					x	
PREMIUM INCENTIVES, SOURCING, FULFILLMENT					x	
LEGAL CLEARANCE					x	
SALES MERCHANDISERS, STORE CALLS, SAMPLING					x	
PUBLIC RELATIONS & SPONSORSHIP						
COMMUNICATION AUDITS					x	
ANNUAL REPORTS					x	
TARGETED PUBLICITY; FILMS, AV, NEWSCLIPS, RADIO					x	
EXECUTIVE MEDIA TRAINING; CRISIS MGMT.					x	
SPOKESPERSON PROGRAM					x	
SPECIAL EVENTS, COMMEMORATIONS, SPONSORSHIPS					x	
INVESTOR RELATIONS					x	
INTERACTIVE						
CONSULTING, USABILITY SERVICES			x			In Scope
WEBSITE DESIGN AND DEVELOPMENT					x	Out of Scope at this time

E-COMMERCE			x			
INTRANET/EXTRANET	x					
MULTIMEDIA APPLICATIONS		x				Digital, Social Media In Scope
CRM/DIRECT						
TELEMARKETING INBOUND/OUTBOUND	x					

ANNEX D

KING'S UNIVERSITY COLLEGE

ADVERTISING CREATIVE AGENCY

AGENCY PROFILE

(Please use the format below; limit your Agency Profile to maximum 3 pages (8½" x 11"; minimum 10 pt font)

Agency Name (legal name, business name)	
Address (head office address, contact information, including email address; Toronto office address, contact information, incl email address (if different from head office information))	
Key Contact Person	
List of current clients (active clients in last 12 months) - list all and identify top 5 Major Clients & how long you have worked with them	
Ownership structure of your company, including any affiliate companies	
# of permanent employees, as of the date of submission – # to be expressed as FTEs (Full-time Equivalents). # in total; # in Toronto office, if different.	
For each principal member of your management team, provide the following information: -Name and title -Number of years with your company -Role/responsibility	
Core Competencies of your agency	
Connections Planning (i.e. connections of creative with consumers, via traditional media, digital/ social media, etc.)	
Branding & Strategic Planning Disciplines	
Digital & Social Capabilities	
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 CREATIVE AGENCY OF RECORD

EXPERIENCE AND QUALIFICATIONS QUESTIONNAIRE

(Please answer all of the questions below; limit your completed Experience and Qualifications Questionnaire to maximum 6 pages (8½" x 11"; minimum 10 pt font)

1. Why are you interested in the King's University College (KING'S) Advertising Creative AOR assignment?
2. What skills and experience does your agency have that will help KING'S to:
 - a) Build their Brand?
 - b) Attract new students?
3. Describe your Agency Brand and Culture.
4. Describe your 'ideal client relationship' and how you work best with clients.
5. Outline your agency's experience in developing creative strategies that evolved clients' brands in ways aligned with the client's marketing strategy to meet business objectives.
6. Tell us what makes your agency:
 - a) Better
 - b) Unique
7. Please give several examples of relevant advertising creative that your agency has developed for Clients, that you are most proud of, and why.
 - i. For each example: What year was this advertising developed? Who was the creative team who developed it? Are they still with your agency?
 - ii. Tell us how you integrated your digital/social media work with traditional advertising with digital/social media.
8. The ability to build business and attract new students to KING'S is important. Please outline your successful experience in business building, and how you measured that success.
9. 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.
10. Any additional information or comments you may wish to add would be welcome here...

Lastly, and not included in your 6-page Capabilities Questionnaire response:

11. Please provide bio's/backgrounds for each of your staff members who you are proposing would work on the KING'S business (in the read-only PDF format indicated previously).
12. If you wish, you may also provide a separate "credentials" or "backgrounder" document about your agency. This is optional, and if provided is to be in addition to, not instead of, your completed Agency Profile and Capabilities Questionnaire.

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

Respondents must complete three (3) 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:

Per:

Title:

I/We have authority to bind the corporation.

Title: