OMB No. 1124-0004; Expires July 31, 2023

U.S. Department of Justice

Washington, DC 20530

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

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

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

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration Number
Proof Strategies Inc.	6822

3. Name of Foreign Principal
Nuclear Waste Management Organization

Check Appropriate Box:

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

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

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

7. What is the date of the contract or agreement with the foreign principal? 09/27/2022

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

As directed by the Nuclear Waste Management Organization ("NWMO"), Proof Strategies Inc. will execute stakeholder engagement program related to NWMO activities around the Great Lakes. See attached contract.

Received by NSD/FARA Registration Unit 12/30/2022 5:52:09 PM

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

Proof Strategies Inc. provides advice regarding stakeholder engagement, message development, communications planning and strategy, and thought leadership.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act[1].

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Provide public relations services.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose

12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount

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

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
12/30/2022	Matthew Trojan	/s/Matthew Trojan

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
12/30/22	MATTHEW M. TROJAN	[signature]

nwmo
NUCLEAR WASTE MANAGEMENT ORGANIZATION
SOCIÉTÉ DE GESTION DES DÉCHETS NUCLÉAIRES

PO Contact:

Nuclear Waste Management Organization
Attn: Manager, Supply Chain
22 St. Clair Avenue East, 6th Floor
Toronto, Ontario, Canada M4T 2S3
E-mail: Procurement@nwmo.ca

Purchase Order No.	2001598
Date	27/09/22
Revision Number	
Revision Date	
Retention	T07

Vendor:

Proof Strategies Inc.
33 Bloor Street East Suite 900
Toronto, ON
M4W3H1

Please Submit Invoices to:

Nuclear Waste Management Organization
22 St. Clair Ave. East
M4T 2S3 Toronto
Canada
Attn : Accounts Payable
E-mail: accountspayable@nwmo.ca

Contract Expiration Date	Payment Terms	Confirm With	Page
31/10/25	Net 30	Dakota Kochie	Page 1 of 1

L/N	Description	Line Status	U/M	Unit Price	Ordered	Ext. Price
1	American Public Affairs Consulting	Ordered	DL		1	CAD

This is a Time and Materials PO with fixed hourly rates based on personnel hierarchy defined within.

No alterations to this PO will be accepted without prior written approval by the NWMO and to accompany a formal Change Request.

Subtotal CAD	
Tax CAD	
Total CAD	

Please have an authorized company representative sign in the space below acknowledging acceptance of the terms and conditions of this Purchase Order. Once signed, please return this page to the PO Contact.

Mimi Carter, U.S General Manager
Name of authorized representative (please print)

27/09/2022
Date

ME
Signature

NUCLEAR WASTE MANAGEMENT ORGANIZATION
SOCIÉTÉ DE GESTION DES DÉCHETS NUCLÉAIRES

22 St. Clair Avenue East, 4th floor, Toronto, Ontario M4T 2S3 (Bus) 416.934.9814; (Fax) 647.259.3007

All in accordance with the following documents whose terms and conditions shall take precedent in the order that they are presented:

1. The requirements of this Purchase Order (PO);
2. NWMO Standard Commercial Conditions for Consulting Services, Reference #: NWMO-FORM-FN-0011-R005 (**attached**);
3. American Public Affairs RFP CBW-17-2022 Final Draft
4. Proof Strategies Proposal-Technical 08-31-2022 **(attached);**
5. Proof Strategies Proposal-Priced 08-31-2022 **(attached);**

Conformance to the purchase order delivery date is important. It is the responsibility of the vendor to advise NWMO if events occur that impact upon the promised delivery date. The Scope of Work, schedule, key milestones and deliverables required for the duration of this contract are as described in the provisions of items **1 - 5** above.

Contract Terms:
This purchase order is not to be amended in any way without the issuance of a purchase order revision from NWMO. The contract price cannot be exceeded without the prior written authorization of NWMO.

For any changes (either requested or initiated) in the scope/service, Proof Inc. (Proof Strategies) must provide NWMO with a quote for the proposed change including rationale and detailed breakout of the cost and the project schedule. **All communication regarding proposed changes in scope must be routed to NWMO Procurement as well as the Project Lead.** NWMO will not be obligated to pay for any additional work undertaken prior to NWMO authorization to proceed.

Terms of Payment:
Invoice payments will only be processed based on the terms and conditions of issued purchase orders. Payment will be made 30 days after receipt of an acceptable invoice unless stated otherwise in this purchase order.

Invoice payment will be withheld for any non-conformance issues until such time that the issue is resolved. The Vendor will not stop, delay or suspend the services, in whole or in part, on account of any dispute.

****IMPORTANT** Please Note the following Invoice Instructions:**

To ensure prompt payment, all original invoices and associated back up must be submitted directly to the billing address shown on the Purchase Order to the attention of **Accounts Payable, E-mail: accountspayable@nwmo.ca**.

The invoice must contain the following information:
- Valid Purchase Order number,
- Date (do not back-date),
- Vendor Name and Address; as stated in Purchase Order,
- Vendor Contact Name and Phone Number,
- Remittance Address if different than mailing address,
- A unique invoice number,
- Line Item Amount (excluding taxes) corresponding to each Line Item as stated in the Purchase Order,
- Total Invoice Amount including currency (as stated in the Purchase Order), and
- Other substantiating documentation as noted in the Purchase Order.

All amounts due as harmonized sales tax (HST) are to be shown separately on invoices and, where charged, a valid HST# must be presented on the invoice.

The invoice must match to the NWMO Purchase Order in terms of details, labour rates/price, quantity, and unit of measure, where applicable. Invoices that do not contain sufficient information may be returned to the Vendor and subsequent acceptable invoices will be paid 30 days from receipt thereof.

Currency: This Purchase Order will be paid for in CDN Currency.

Received by NSD/FARA Registration Unit 12/30/2022 5:52:09 PM

File information: file with Purchase Order

CONTRACT STANDARD

STANDARD COMMERCIAL CONDITIONS FOR CONSULTING SERVICES

1. Contract Documents & Order of Precedence

The Contract shall consist of the following documents:

1) the purchase order;
2) special conditions as set out in Appendix A, if any;
3) these Standard Commercial Conditions for Consulting Services, including all Appendices attached;
4) Nuclear Waste Management Organization's (NWMO) Request for Proposal or Request for Quote, if any; and
5) the Consultant's proposal.

These documents, and portions thereof, shall take precedence in the order in which they are named.

This Contract constitutes the entire agreement between the parties. There are no terms, representations or obligations other than those contained in this Contract.

Amendments to the Contract, in the form of a revision to the purchase order shall take precedence over the original documents that are subject to the amendments. Appendices and addenda form part of the documents in which they are referenced.

No agent, employee or other representative of NWMO has authority to make any promise, agreement or representation not incorporated into a Contract document, and no promise, agreement or representation shall bind NWMO unless so incorporated.

2. Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. The parties attorn to the jurisdiction of the Ontario courts.

3. Compliance with Applicable Laws, Code of Conduct & NWMO Policies

The Consultant shall comply with all statutes, regulations, bylaws, standards and codes that are applicable to the work. The Consultant shall provide NWMO with a copy of all notices, requests, documents, instruments and certificates to all governmental authorities as required in respect of the work.

The Consultant shall comply with the relevant provisions of the NWMO Code of Conduct, which can be found on NWMO's website at www.nwmo.ca (the "**Code**") and shall not take any action that would cause any NWMO employee, director, officer, representative, agent or advisor to breach any obligation set out in the Code.

The NWMO is committed to contributing to Reconciliation and interweaving Indigenous Knowledge in guiding all its activities, including the work conducted by the Consultant under this Contract. NWMO's Reconciliation Policy and Indigenous Knowledge Policy are located on NWMO's website at www.nwmo.ca.

4. NWMO Representative

NWMO shall inform the Consultant of the identity of its authorized representative, to whom all correspondence, reports and documents shall be addressed. No acceptance, instruction, approval or statement by NWMO's authorized representative or by any other representative of NWMO shall relieve the Consultant from responsibility for proper performance of the work.

5. Consultant's Project Manager & Staff

Prior to commencing the work, the Consultant shall appoint a project manager who will be responsible for the administration and co-ordination of all phases of the work. All staff of the Consultant employed on the project shall have the knowledge, abilities, experience and qualifications required for the work and shall be committed to the work. The Consultant shall provide such additional support as may be required from time to time for the proper performance of the work.

NWMO reserves the right to approve the key members of the Consultant team at the commencement of the work. Changes to key Consultant staff employed on the project shall require NWMO approval, not to be unreasonably withheld. NWMO may request, at its discretion, that Consultant staff employed on the project be changed, in which case the Consultant shall find suitable replacements.

Consultant personnel may be required to get security clearance as determined by NWMO from time to time. If any of the Consultant's key personnel, or a significant portion of the proposed team, are unable to get the necessary security clearance, NWMO shall terminate this Contract in accordance with section 26.

6. Consultant Not Agent

The Consultant shall have no authority to bind NWMO or to assume or create any obligation or responsibility expressed or implied on NWMO's part, or in its name, nor shall it represent to anyone that it has such power or authority, except as expressly provided in the Contract.

7. Assignment & Subcontracting

This Contract shall be binding upon and enure to the benefit of the parties, and their respective successors and permitted assigns. The Consultant shall not assign, licence, or transfer the Contract or any portion thereof without the prior written consent of NWMO.

Unless identified by the Consultant in its proposal, the Consultant shall not subcontract any portion of the work to a subconsultant without the prior written consent of NWMO. NWMO shall be charged the actual rate of the subconsultant, without mark-up. No subcontract shall relieve the Consultant of any of its obligations under this Contract or impose any liability on NWMO. Any subcontract shall bind the subconsultant to the same terms and conditions by which the Consultant is bound. In particular, the Consultant shall ensure that appropriate quality assurance activities, as described in this Contract, are completed and performed by any subconsultant. Moreover, any subcontract must contain consent from the subconsultant that (i) the subcontract can be assigned from Consultant to NWMO; and (ii) NWMO may enforce the subcontract obligations directly against the subconsultant, including any warranty or licence of intellectual property.

8. Foreign Nationals & Importation of Goods

The Consultant is responsible for applying to Immigration, Refugees and Citizenship Canada for admission of personnel into Canada and for obtaining work permits where required.

The Consultant will be required to obtain customs clearance and pay duties and taxes where applicable, for goods or tools used in the performance of the work or imported into Canada. Assistance with clearance of goods will be provided by NWMO if requested. The Consultant may be required to pay harmonized sales tax (HST) or goods and services tax (GST), as applicable, on goods and tools notwithstanding that such goods or tools may be duty free.

In both cases, the Consultant shall ensure that any personnel or goods arrive in a timely manner to complete the work in accordance with the schedule set forth in the Contract, taking into consideration observance of any quarantine periods for personnel mandated by public health authorities, if applicable.

9. Equipment & Goods

Equipment and/ or goods (including without limitation, reports, books, laboratory materials, software, etc.) authorized by NWMO for purchase by the Consultant or supplied to the Consultant by NWMO shall be used solely in the performance of the work. Title to such equipment and/ or goods shall remain with NWMO, unless NWMO advises otherwise prior to the commencement of the work. Such equipment and/ or goods shall be clearly identified as property of NWMO. The Consultant shall be responsible for safeguarding such equipment and/ or goods while in its custody and control, maintaining a record of inventory and a system of inventory control acceptable to NWMO. NWMO shall have reasonable access to the premises of the Consultant for the purpose of verifying records and auditing inventories of such equipment and/ or goods. Following completion of the work or termination of the Contract, the Consultant shall, unless otherwise directed, make all such equipment and/ or goods immediately available for pick up by NWMO or shall deliver such equipment and/ or goods in accordance with NWMO's instructions. The bill of sale, maintenance, operating manuals and instructions and any available spare parts shall be provided by the Consultant with the equipment and/ or goods, if applicable. Where title to the equipment and/ or goods remain with the Consultant upon completion of the work or termination of the Contract, the Consultant may then use such equipment and/ or goods for its own purposes.

The Consultant shall be liable for the repair or replacement of all NWMO owned equipment and/ or goods that become damaged or lost while in the custody or control of the Consultant. The Consultant shall maintain insurance, in which the Consultant and NWMO shall be named jointly as insured, covering the full replacement value of all such equipment and / or goods against the risk of loss or damage.

10. Invoicing & Terms of Payment

Invoices for services rendered and permitted reimbursable expenses incurred shall be submitted monthly unless otherwise specified. Invoices shall be in sufficient detail and with adequate supporting documentation to allow NWMO to readily assess the reasonableness of the charges and their validity under this Contract. For avoidance of doubt, for time and materials contracts, NWMO will not pay any reimbursable expenses unless copies of receipts are submitted with the Consultant's invoice. Business expenses will only be reimbursed if they accord with Appendix B. NWMO will not pay any reimbursable expenses for fixed price contracts unless it has been specifically agreed to in the Contract that expenses are permitted over and above the fixed price. Subject to any withholdings and to section 12, payment of acceptable invoices shall be made thirty (30) days after receipt thereof. If at any time during the performance of the work, there are deficiencies in the work, including non-delivery of an acceptable final report, NWMO shall have the right to withhold from any invoice an amount that, in NWMO's reasonable opinion, takes into account the deficiencies. Any amount withheld will be paid thirty (30) days after receipt of an invoice submitted after NWMO's approval of the correction of deficiencies.

Rates for the Consultant's personnel shall be those set out in the Consultant's proposal, which cannot be increased without the prior written consent of NWMO. Consultant personnel designated as senior manager or above, including project sponsor, who are not involved in the day to day management of the work, shall not be charged to the work unless they are engaged in making a direct technical contribution or unless otherwise specified. Any effort that contemplates such charges shall require NWMO's prior written authorization.

The Consultant shall not charge for overtime hours without NWMO's prior written approval. All overtime hours shall be compensated at straight time hourly rates unless otherwise set out in the scope of work. If overtime use becomes extensive, NWMO shall be entitled to a reasonable adjustment in overhead rates to account for the increase in billable hours.

11. Taxes

NWMO shall not be liable for any of the Consultant's income or capital taxes imposed by any governmental authority respecting the Contract, nor shall NWMO be liable for any taxes or fees paid or payable by the Consultant in respect of the Consultant's employees or subconsultants.

HST or GST, as applicable, shall be shown separately on all invoices and the Consultant shall provide its HST/ GST registration number. The Consultant shall deduct all recoverable HST/ GST paid from reimbursable expenses before adding HST/ GST to amounts to be invoiced to NWMO.

Where applicable, if the Consultant that is a non-resident as defined under the *Income Tax Act* (Canada), NWMO shall withhold fifteen percent (15%) of the amount to be paid to the Consultant in respect of services it provides in Canada, unless a valid waiver is provided by the Consultant. The amount withheld will be remitted by NWMO to the Canada Revenue Agency on account for the Consultant in accordance with the *Income Tax Act* (Canada). Where a non-resident Consultant invoices NWMO for services provided both in and outside Canada, the invoice will separately identify the value of the services rendered in Canada; otherwise, NWMO will withhold fifteen percent (15%) of the entire amount to be paid to the Consultant.

This Contract may require the performance of Scientific Research and Experimental Development ("SR&ED") as defined in subsection 248(1) of the *Income Tax Act* (Canada). Where this is the case, the SR&ED is being performed by the Consultant on behalf of NWMO and its members, and NWMO and its members will be entitled to include the amounts paid for SR&ED in computing the amounts described in subsection 37(1) of the *Income Tax Act* (Canada). It is agreed that the Consultant will not be entitled to claim the Investment Tax Credits as defined in subsection 127(9) of the *Income Tax Act* (Canada) that may arise from the activities of the Consultant for which NWMO has made payments.

If requested, the Consultant will prepare a summary SR&ED project expenditure report which will include a summary and breakdown of cost data as required under the *Income Tax Act* (Canada), including details of current and capital expenditures, cost of materials consumed, salaries and wages of personnel directly engaged in the SR&ED, and overhead or other expenditures. The Consultant will deliver the SR&ED project expenditure and the cost data to NWMO, for further delivery to its members, by no later than April 15 of the calendar year following the calendar year to which the SR&ED tax credits relate. If NWMO or its members are subject to an income tax audit by any government authority relating to a SR&ED tax credit, the Consultant will provide at no cost to NWMO and/ or its members such reasonable support, additional documentation and/ or access to the Consultant's cost data as NWMO, its members or their respective auditors may request at any time during an income tax audit.

12. Progress Reports

Unless otherwise directed by NWMO, the Consultant shall forward to NWMO on or before the 15th day of each month a progress report in such form and detail as may reasonably be requested by NWMO, showing the progress of the work against the plan to the end of the preceding month. Such report shall also include a summary of the hours worked (if applicable), costs to date, estimated cost to completion of the work, an explanation of any variance from the original estimate, and a listing of any risks or issues which may negatively affect the work, along with mitigating actions and target completion date. If applicable, such report shall also describe quality assurance activities completed in accordance with the planned work and quality assurance plan. Payment of monthly (or milestone, as appropriate) invoices pursuant to section 10 will be subject to receipt of an acceptable progress report. The Consultant shall notify NWMO immediately upon having expended or committed eighty percent (80%) of the authorized funds.

13. Quality Assurance

Consultant's quality program shall take into consideration relevant NWMO quality assurance requirements, policies, procedures, and quality management standard(s) cited in the Request for Proposal, scope of work and/or technical proposal, as applicable ("**NWMO Policies and Procedures**"). Consultant will maintain its own quality program that shall conform to the quality program standard specified in the Contract documents (e.g., the scope of work or Request for Proposal).

Consultant shall inform NWMO in writing of any changes to its quality program documentation, quality management representative, quality program and regulatory authority registration and/or certifications, company name change, change of control of the Consultant, or other corporate developments that may impact its quality program. Written notification of such changes must be provided to NWMO within thirty (30) days of the effective date of change.

14. Audit Rights

(a) Financial Audit: The Consultant and any subconsultants shall keep proper accounts and records of the work in form and detail satisfactory to NWMO. Except in the case of fixed price contracts, such accounts and records, including invoices, receipts, time cards, vouchers and other relevant documentation in support of any Consultant invoice to NWMO shall at all reasonable times without additional cost be open to audit, inspection and copying by NWMO or its authorized representative or agent. Financial records, time sheets, data, contracts, purchase orders, accounts and invoices shall be preserved and kept available for audit until the expiration of seven (7) years from the date of completion or termination of the work or such longer period as NWMO may advise prior to the commencement of work.

(b) Quality Audit: NWMO shall have the right at all reasonable times and without additional cost to NWMO to audit the Consultant's and any subconsultant's records, systems and processes for quality assurance purposes, namely conformance of the work with the Contract and any relevant quality requirements, policies and procedures (NWMO's or the Consultant's), as applicable. Copies of quality assurance records shall be provided to NWMO at the completion of specific work phases, annually, or at the closure of the Contract if the term is less than one (1) year, as requested by NWMO. Copies of records must be provided to NWMO for items considered to be life of facility or permanent quality assurance records, including without limitation, records relating to operation safety, maintenance, repair, modification, inspections or decommissioning of the facility. Unless otherwise set out in the Contract documents, the Consultant shall keep quality assurance reports for a period of at least seven (7) years and shall keep such reports securely stored to prevent loss or destruction.

(c) Health & Safety: NWMO shall have the right at all reasonable times and without additional cost to audit the Consultant's and any subconsultant's records, systems and processes relating to health and safety practices for fieldwork. Such health and safety records shall be available for review and copying by NWMO upon request. The Consultant and all subconsultants shall keep health and safety reports for a period of at least two (2) years from the completion of the work and shall keep such reports securely stored to prevent loss or destruction.

(d) General: The Consultant's practices in relation to the management of information, documents and data will conform to relevant NWMO requirements, as provided to the Consultant prior to contract signing, as amended from time to time. If deficiencies are identified by NWMO as a result of inspections, audits or otherwise, the Consultant shall implement such additional practices in order to comply with such standards. The Consultant shall provide reasonable assistance in identifying, tracking and closing any deficiency in information management. Access to records pertaining to the work in this Contract shall be restricted to the project team completing the work.

Audits will take place at the Consultant's offices, virtually or at another location where the relevant records are kept as and when required, as determined by NWMO acting reasonably. The audit may involve interviews with selected staff and a review of the Consultant's policies, procedures and representative sample of records. Audit findings will be discussed with the Consultant's project manager upon completion. The Consultant shall correct any observed non-conformances with the requirements of this Contract or any other deficiency arising from the Consultant's work at the Consultant's sole cost.

Except as set out herein, any costs of the Consultant arising from or in connection with complying with this section shall be borne by the Consultant. For avoidance of doubt, the Consultant shall not invoice NWMO for any time required to correct any non-conformance with the requirements of this Contract or any other deficiency arising from the Consultant's or subconsultant's work.

15. Completion of the Work

The Consultant shall diligently endeavour to complete the work in accordance with the schedule set forth in the Contract and, if necessary and subject to section 10, will increase the level of effort and resources necessary to ensure the schedule is maintained. Any price or funding limitations shall not be exceeded without NWMO's prior written authorization, notwithstanding any extra efforts required to maintain schedule.

16. Warranty

The Consultant warrants that it has the necessary skill, ability, qualifications and experience to perform its obligations under this Contract. The Consultant shall apply all commercially reasonable financial, engineering, safety assessment, licensing, quality, records management practices and procedures, and other practices and procedures as appropriate, to comply with the requirements of this Contract.

The Consultant shall exercise all reasonable skill, care, diligence, prudence and foresight in the performance of the work and shall work with the degree of professional thoroughness and competence, and to the standard normally exercised by persons performing work of a similar nature. The Consultant shall perform the work in accordance with (i) applicable laws; (ii) NWMO Policies and Procedures; and (iii) the terms of this Contract.

NWMO's authorized representative shall have the right to review, inspect or verify the work at all times and may reject any part thereof which is found to not meet the applicable standards, warranty or applicable laws. The Consultant will make good and rectify all errors, defects and omissions in any deliverable as soon as is reasonably practical following notice from NWMO at no cost to NWMO. If within one (1) year after completion, the work is found to be incomplete, inaccurate or to generally not comply with the standards set out in this Contract, the Consultant shall promptly re-perform the work at no cost to NWMO.

Unless otherwise agreed by the parties in the Contract, the Consultant shall not include a disclaimer statement or cover page on any report or deliverable provided to NWMO as a result of this work.

17. Liability & Indemnity

Unless otherwise agreed, the Consultant is liable to NWMO for any loss NWMO may suffer as a result of breach of contract or negligence of the Consultant, its employees, subconsultants or subcontractors, other than loss of anticipated profits, or any indirect, special, punitive or consequential damages.

The Consultant shall indemnify and hold NWMO harmless from and against all claims brought against or suffered by NWMO in respect of (i) bodily injury or death sustained by NWMO or a third party; or (ii) damage to tangible property; each of (i) and (ii) arising out of or in connection with the Consultant's performance or non-performance of its obligations under this Contract; (iii) a breach of section 24

(Confidentiality); or (iv) a Security Breach as defined in section 29.

18. Insurance

The Consultant shall maintain the following insurance coverage with financially responsible insurance carriers acceptable to NWMO: (1) commercial general liability insurance in a minimum amount of $5,000,000 covering bodily injury, including death, personal injury and damage to property, including loss of use; (2) automobile liability insurance covering all licensed motor vehicles owned, rented or leased and used in connection with the services under this Contract covering bodily injury and property damage liability to a combined inclusive minimum limit of $5,000,000; (3) Workplace Safety Insurance Board (WSIB) or similar coverage in accordance with the statutes of the province in which the services will be performed; and (4) if the Consultant is providing professional services, professional liability insurance in an amount of no less than $5,000,000 per occurrence and in the aggregate per annum covering losses arising out of the alleged or actual negligent act or omission in respect of the professional services.

19. Health, Safety & Environment

In performing the work, the Consultant shall observe all applicable health, safety and environmental laws, regulations, and policies (including those of the Consultant) and will not in any manner harm the environment or endanger the safety of its employees, NWMO's employees, subconsultants' employees (if any) or members of the public. If the work includes fieldwork, the Consultant shall comply with all applicable safety and environmental rules and regulations and all policies applicable to the site, including, without limiting the generality of the foregoing, those established by NWMO, which shall be attached as Appendix C where applicable. NWMO shall have the right to audit health, safety and environmental protection practices relating to fieldwork. If the work involves laboratory work, the Consultant shall comply with all applicable safety and environmental regulations pertaining to the laboratory work.

The parties acknowledge that the global pandemic ("**COVID-19**") continues to impact the global economy and business operations in a way that is rapidly evolving and changing; such impacts may delay, intermittently impact, or otherwise affect a party's ability and obligations associated with the work under this Contract. The Consultant shall follow all applicable public health guidelines and best practices in accordance with its obligations to ensure compliance with this section. For clarity, the parties agree that any in-person activities contemplated under this Contract may be mutually agreed to be virtual (meetings, audit, etc.) to comply with health and safety obligations in light of COVID-19.

20. Consultant's Conduct in the Field

The Consultant acknowledges that any fieldwork will take place on traditional territories of local Indigenous communities, which may also be considered public and/or private lands, lands owned or optioned by NWMO, or conservation areas. In this regard, the Consultant will ensure that its employees, and any subconsultant or subconsultant's employees, treat the residents in these communities and tenants on the lands with courtesy and respect.

The Consultant will not, and shall ensure that its employees, and any subconsultant or subconsultant's employees will not do anything that would jeopardize NWMO's relationship with the local population.

21. Workplace Safety & Insurance Board

The Consultant will be and remain at all times in good standing with the Workplace Safety and Insurance Board (WSIB) or the equivalent entity in the Consultant's local jurisdiction. Where applicable, the Consultant will provide its WSIB account number and a current certificate of clearance to NWMO before commencing work. The Consultant shall immediately notify NWMO of any change in its standing with the WSIB.

22. Cultural Awareness Training

Upon request by NWMO, all Consultant and any subconsultant personnel may be required to participate in cultural awareness training that will be arranged by NWMO. Any individual who is required to attend such training shall verify that they have completed the training in the form of a record as determined by NWMO. The requirement for any cultural awareness training shall be determined solely by NWMO.

23. Intellectual Property

Both parties retain all rights to methodology, knowledge, and data brought to the work and used therein. No rights to proprietary interests existing prior to the start of the work are passed hereunder other than rights to use same as provided for below.

The Consultant shall not knowingly incorporate into the work any data, software or hardware the use of which by NWMO violates the proprietary rights of third parties. The Consultant shall defend, indemnify and hold NWMO harmless against any claim that the work infringes on the intellectual property rights of a third party.

All title and beneficial ownership interests to all intellectual property, including copyright, of any form, including, without limitation, discoveries (patented or otherwise), software, data (hard copies and machine readable) or processes, conceived, designed, written, produced, developed or reduced to practice in the course of the work, shall vest in and remain with NWMO. For greater certainty, all rights, title and interest in the work or deliverables will be owned by NWMO and all intellectual property created, developed or reduced to practice in the course of creating a deliverable or performing the work will be exclusively owned by NWMO. Except as permitted in this Contract or the scope of work, the Consultant shall not publish or use in any manner whatsoever any data, samples or information provided by NWMO or arising in the course of the work without the prior written consent of NWMO.

The Consultant shall not do any act that may compromise or diminish NWMO's interests as set out in this section.

The Consultant grants to NWMO a non-exclusive paid up licence to use any data and other pre-existing proprietary items incorporated into the work by the Consultant hereunder. The Consultant may, by prior written notice and written acknowledgment by NWMO's representative, reserve the right to incorporate into the work data or other intellectual property for the use of which the Consultant wishes to charge a mutually acceptable fee. If said notice and acknowledgment are not executed prior to the incorporation, the Consultant shall be deemed to have waived any such fee. NWMO shall have the right to exploit such data and property and to licence same to third parties provided that such licences contain reasonable reservations of proprietary rights in favour of the Consultant (which may be included in a general reservation) or provided the use of same does not reveal information proprietary to the Consultant.

The NWMO will look to Indigenous peoples to share Indigenous Knowledge with the NWMO to the extent that they wish, and the NWMO is committed to ensure that Indigenous intellectual property is protected, as agreed to with the Indigenous peoples who choose to share that knowledge. Therefore, where relevant for the work, the Consultant must, and must ensure any subconsultants or subcontractors, respect the ownership and control of Indigenous Knowledge. Indigenous knowledge is: (i) an evolving, complex and sophisticated system of knowledge drawing on millennia of wisdom and experience, (ii) an evolving knowledge system that ranges in diversity from governance, ecology, biology, ecosystems, harvesting, science and other aspects, and (iii) such knowledge is held by the respective knowledge holders and their communities ("**IK**"). The Consultant shall be guided by the principles in NWMO's Indigenous Knowledge Policy when completing work with communities and IK holders and recognizes that NWMO may have agreements with Indigenous communities relating to the protection of IK. In this regard, no rights or proprietary interests in any IK the Consultant may learn during the performance of the work (whether directly from IK holders, community members, or through NWMO or other parties) are passed to the Consultant. For greater certainty, the IK holder and their community will retain exclusive ownership of all IK. Title and beneficial ownership interests to all IK, including that shared with the Consultant by the IK holder during performance of the work, belongs to the IK holder and their community. The Consultant shall not, and shall ensure that its subconsultants or subcontractors do not, publish or share any IK it learns during the performance of work without the explicit consent of the IK holders.

24. Confidentiality

Except as required by law or as authorized in writing by the disclosing party, each party shall keep confidential all proprietary information of the other, including, without limitation, all unpublished business and technical information, technical memoranda, papers, or records, however produced. Without limiting the generality of the foregoing, such proprietary information shall include minutes of meetings between the Consultant and NWMO or other parties associated with the work contracted by NWMO with the Consultant, any notes, transcripts of telephone conversations, working papers, draft documents or reports, financial records or rough notes associated with the work ("**Confidential Information**"). For the avoidance of doubt, IK shared by IK holders shall be considered Confidential Information. These obligations of confidentiality shall survive completion or termination of the Contract and shall apply for a period of five (5) years from the date of the last invoice submitted by the Consultant hereunder. At NWMO's discretion, the Consultant's personnel may be required to sign a confidentiality agreement to hold such Confidential Information confidential on terms substantially similar to this section 24.

Notwithstanding the foregoing, information shall not be considered "Confidential Information" for the purposes of this Contract if (a) at the time of disclosure, it is or thereafter becomes part of the public domain other than by reason of a breach of this Contract; (b) prior to disclosure, it was already in the possession of the receiving party without violation of any confidentiality obligation; (c) subsequent to disclosure, it is obtained by the receiving party from a third party who is lawfully in possession of such information and is not subject to a secrecy obligation to the disclosing party or to others; or (d) the disclosing party consents in writing to its release by the receiving party.

NWMO may disclose Confidential Information to the Consultant where the Consultant requires the Confidential Information in order to undertake the work. In all such instances, the Consultant undertakes to respect and keep confidential this Confidential Information. Moreover, NWMO may disclose Confidential Information to its members, board of directors, advisory council, employees, agents, representatives, consultants and contractors who require the Confidential Information and, in the case of professional advisors, consultants, contractors or others who are not employed by NWMO, have entered into an agreement in writing containing at least equivalent terms and conditions to those to which NWMO is bound. NWMO shall not disclose the Consultant's billing rates to NWMO's other consultants and contractors.

The Consultant may disclose Confidential Information to its employees, agents, representatives, consultants and contractors who require the Confidential Information in order to undertake the work, provided that any such persons are notified of the proprietary and confidential nature of the Confidential Information and, in the case of professional advisors, consultants, contractors or others who are not employed by the Consultant, have entered into an agreement in writing containing at least equivalent terms and conditions to those to which the Consultant is bound.

The receiving party may disclose, reveal or divulge Confidential Information as required by any government authority or applicable law; provided that, in the case of disclosure required of the Consultant, where circumstances permit prior to any disclosure, the Consultant shall notify NWMO of the proposed disclosure and the Consultant shall, at NWMO's request, take reasonable steps to allow NWMO to contest the requirement for disclosure or to obtain an order or ruling to preserve the confidentiality of such Confidential Information.

The receiving party acknowledges that disclosure or use of Confidential Information in violation of this Contract could cause irreparable harm to the disclosing party for which monetary damages may be difficult to ascertain or be an inadequate remedy. The receiving party therefore agrees that the disclosing party shall have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any violation of this Contract.

For greater certainty, the Consultant acknowledges and consents to the publication of all or aspects of the Consultant's final report by NWMO in its discretion.

25. Changes

Either party has the right to request changes to the scope of work to be performed under this Contract. Such requests shall be made in writing, contain sufficient detail to permit evaluation of the request and be submitted to the NWMO representative or the Consultant project manager, as appropriate, for approval. No change shall be deemed to be effective until a revision to the purchase order has been issued by NWMO. NWMO reserves the right in its sole discretion to not agree to a change proposed by the Consultant.

26. Termination

NWMO may, without prejudice, upon written notice to the Consultant, terminate this Contract immediately in the event the Consultant is in default under this Contract. Events of default on the part of the Consultant include the following:

(1) committing any act of insolvency or bankruptcy, voluntary or otherwise;

(2) having a receiver appointed on account of insolvency or in respect of any property;

(3) making a general assignment for the benefit of creditors;

(4) failing to comply with or persistently disregarding statutes, laws, regulations, bylaws or directives of competent authorities relating to the work;

(5) breach of the confidentiality provisions per section 24; and

(6) Any other breach of a material provision of this Contract that is not remedied within ten (10) days, including failing to prosecute the work with skill and diligence or failing or refusing to correct defective or deficient work or deliverables, provided that if it is not possible to remedy such default within ten (10) days, Consultant shall not be in default if it proposes a corrective action plan acceptable to NWMO within ten (10) days and proceeds to diligently implement such plan.

In the event of termination for default, NWMO shall be entitled to:

(1) terminate NWMO's use of the Consultant to perform the work;

(2) require Consultant assign any subcontracts to NWMO effective immediately upon notice by NWMO;

(3) finish or replace the work by whatever means it may deem appropriate under the circumstances; and

(4) withhold any further payments to the Consultant until its liability to NWMO is ascertained.

In the event of termination for default, the Consultant will be liable to NWMO for:

(1) the extra expense of finishing or replacing the work, including compensation to NWMO for additional managerial and administrative services;

(2) the cost of correcting defects (if any) in that portion of the work performed by the Consultant;

(3) all other loss, damage and expense occasioned to NWMO by reason of the Consultant's default; and

(4) applicable sales taxes.

NWMO may also, at its discretion, terminate the work or any portion of the work under this Contract without cause. The Consultant shall immediately cease all work and cause any subconsultants to cease all work upon receipt of a notice of termination. Unless otherwise agreed between the Consultant and NWMO, and except in the event of default by the Consultant, upon termination, NWMO shall be obligated to pay the Consultant only for work effort reasonably expended and expenses reasonably incurred as at the date of termination. The Consultant shall have no claim for damages, other compensation, or loss of anticipated profits in the event this Contract is so terminated. The Consultant may be asked to prepare a termination assistance plan to facilitate the termination of the Contract and the transfer of assets (including without limitation, documents and contracts) to NWMO.

Upon termination in accordance with this section, all documents created under this Contract, including any work in progress and requested records and quality documents, shall be turned over to NWMO.

27. Disputes

Disputes which cannot be amicably resolved after good faith discussions between senior management of the parties shall be settled by means of arbitration in accordance with the *Arbitration Act, 1991* (Ontario). Except with NWMO's agreement, the Consultant will not stop or delay the provision of goods and/ or services, in whole or in part, on account of any dispute between NWMO and the Consultant or between the Consultant and any other person (including subconsultants), including disputes arising from or in connection with any invoice or application for payment, and the Consultant will continue to provide all goods and services in a timely manner and continue to adhere to the schedule during any such dispute.

28. Personal Information

If applicable to the work, the Consultant may collect, use and disclose of Personal Information. "Personal Information" is defined as any information about an identifiable individual. For the purposes of this Contract, Personal Information is considered Confidential Information and is subject to section 24. Notwithstanding the foregoing, the following additional obligations apply to Personal Information:

(1) In accordance with privacy laws (including but not limited to the *Personal Information Protection and Electronic Documents Act* (Canada)), the Consultant shall ensure that an individual is responsible for coordinating and overseeing Consultant's responsibilities with respect to the privacy of Personal Information in its possession and control.

(2) Any Personal Information collected, used and maintained in carrying out the work should only be as required to fulfil the obligations

under the scope of work or this Contract, and shall only be maintained for such period as may be required to fulfil the purposes for which it was collected, as set out in this Contract, or may be required by applicable law, whichever is longer.

(3) In the event there is a request for disclosure of Personal Information by a government authority, the Consultant shall not only advise NWMO promptly of such a request but also shall not permit any disclosure of any part of the Personal Information unless permitted by the applicable privacy laws.

The Consultant is responsible to ensure that any Personal Information it may collect to perform the work under this Contract is obtained with consent of the individual and with the understanding that it will be used and disclosed to NWMO for the purposes of this Contract. In addition to the obligations regarding Personal Information upon termination in section 26, the Consultant shall, at any time upon NWMO's reasonable request, immediately provide to NWMO or destroy all retained Personal Information in the possession of the Consultant collected during the term of this Contract.

29. Data Security & Breach Notification

Where applicable, the Consultant may be granted access to NWMO's network servers in order to complete the work pursuant to the Contract. In this regard, the Consultant's data management plan shall include reference to its security programs and procedures in accordance with generally acceptable industry practices that implements controls reasonably necessary to safeguard NWMO's network servers and associated NWMO data from damage, destruction, loss, theft, alteration, and unauthorized access, use or disclosure. This includes, but is not limited to personnel security measures, such as background checks. The Consultant shall ensure that all transmissions of NWMO data shall be performed using commercially reasonable security measures and/or using a secure transfer method. Upon request by NWMO, Consultant personnel may be asked to sign a form authorizing access and use of any NWMO servers, systems, or software; such authorization substantially in the form set out in Appendix D.

The Consultant represents and warrants that, to the best of its knowledge, the Consultant's system is free of and does not contain any code or mechanism that collects Personal Information or asserts control of the system without consent, or which may impact NWMO's network servers or data. The Consultant further warrants that it will not knowingly introduce, via any means, spyware, adware, ransomware, rootkit, keylogger, virus, trojan, worm, or other code or mechanism designed to permit unauthorized access to the NWMO network servers, or which may impact such network servers or NWMO data.

Regardless of whether the work involves accessing NWMO systems and servers, where the Consultant becomes aware that any NWMO data may have been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this authorization or the Contract (e.g., Consultant experiences a breach of its own systems while NWMO confidential information is in its possession) (a "**Security Breach**"), the Consultant shall promptly notify NWMO (in any event, within one (1) business day) of the Consultant becoming aware of a Security Breach. This notification shall describe in detail any accessed NWMO data and other information necessary for NWMO to fully understand the nature and scope of the Security Breach. In the event of a Security Breach, the Consultant shall:

(1) immediately take all commercially reasonable actions as may be necessary to preserve forensic evidence and aim to eliminate the cause of the Security Breach; and

(2) co-operate with and provide reasonable assistance to NWMO to remediate or mitigate any potential damage caused by the Security Breach, including restoration and/or retrieval of NWMO data affected by the Security Breach.

The Consultant shall indemnify and hold harmless NWMO from and against all claims brought against or suffered by NWMO as a direct and proximate result of a Security Breach caused by the Consultant's or its subconsultant's negligence or willful misconduct.

30. General Provisions

(a) No amendment, supplement, or restatement of this Contract is binding unless it is in writing and signed by both parties.

(b) No waiver of any term of this Contract is binding unless it is in writing and signed by the party entitled to grant the waiver. No failure to exercise and no delay in exercising any right or remedy will be deemed to be a waiver of any subsequent breach of that term. No waiver of any breach of any term of the Contract will be deemed to be a waiver of any subsequent breach of that term.

(c) If any term of this Contract is or becomes illegal, invalid or unenforceable, the illegality, invalidity or unenforceability of that term shall not affect the legality, validity or enforceability of the remaining terms of this Contract.

(d) Neither party shall be responsible for any default or delay in the performance of its obligations under this Contract to the extent that, and for the period that, the default or delay is caused by a force majeure event (including without limitation earthquake, fire, flood, explosion, insurrection, war, riot, protest, sabotage, catastrophic computer failure caused by a computer virus, disruption of transportation facilities caused by fire, flood or major snow storm, epidemic, pandemic, act or order of any competent civil or military authority (including public health authorities), strike or lockout or industrial dispute (other than between the Consultant and its employees) or by any other cause which is unavoidable and beyond the party's reasonable control (each, a "**Force Majeure**"). For clarity, COVID-19 is not considered a Force Majeure as such situations and impacts are dealt with separately in this Contract. The non-performing party shall give prompt written notice of the Force Majeure, including reasonable particulars of the cause thereof, the expected duration and the steps being taken to circumvent or recover from the Force Majeure. The party experiencing the Force Majeure shall use commercially reasonable efforts to remedy the situation and remove, so far as possible with reasonable dispatch, the cause of its inability to perform or comply and shall provide frequent updates to keep the other party fully informed and shall give prompt notice of the cessation of such event to the other party. In the event that the parties are unable in good faith to agree that an event of Force Majeure has occurred, the parties shall submit the dispute for resolution pursuant to section 27 and the party claiming a Force Majeure shall have the burden of proof as to whether such Force Majeure (i) has occurred; (ii) was not a result of such party's or its subconsultant's fault or negligence; and (iii) could not have been avoided by due diligence or the use of commercially reasonable efforts by such party or its subconsultants.

(e) Each party shall make reasonable efforts to end any delays and minimize the impacts of COVID-19 on its performance of the work and any obligations under this Contract, while still complying with all applicable legal and public health requirements. The non-performing party shall notify the other party as soon as reasonably practicable of the impact of COVID-19 and the parties shall consult and agree on a mitigation plan, including any possible remedial course(s) of action during such caused delays and/or adjustments to the schedule and scope of work. Notwithstanding anything to the contrary, the Consultant's sole remedy for any delay, disruption or other impacts resulting from COVID-19 shall be as set forth in this clause.

(f) The Consultant shall not make any public announcements about its relationship with NWMO, this Contract or the work being performed hereunder without the prior written consent of NWMO.

(g) Each party will from time to time and promptly upon request, sign and deliver all further documents and take all further action reasonably necessary to give effect to the terms of this Contract.

(h) This Contract shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

Appendix A

Special Conditions

"No Special Conditions"

Appendix B

Permitted Expenses

BUSINESS EXPENSE SCHEDULE
For Services Provided to

NUCLEAR WASTE MANAGEMENT ORGANIZATION

Effective March 31, 2021

1. The contracted organization (the "Company") is to detail anticipated materials or business travel expenses in performing the services as part of its proposal. Materials or expenses not specifically identified in enough detail as part of the original proposal/quotation shall be pre-approved by NWMO during the course of the services and shall meet the requirements of this schedule. Unless otherwise agreed in the contract or specified in the proposal, there will be no mark-up of goods or services purchased as part of the work. All expenses related to time and materials price models (or fixed price models where materials or expenses are specified as extra at cost) shall meet the requirements of this schedule and shall be billed at cost unless otherwise agreed as part of the initial proposal/quotation. Fixed price models shall include all materials or expenses within the fixed price, but the estimate of materials or expenses provided within the fixed price shall meet the principles of this schedule.

2. NWMO will only reimburse the following eligible materials or expenses at cost, without mark-up:
   a) Air, train and bus travel expenses;
   b) Vehicle expenses (during travel to NWMO or site visits);
   c) Lodging expenses; and
   d) Other materials that have been identified within the original proposal/quotation.

3. All reasonable efforts shall be made to ensure that eligible expenses are minimized, reasonable and properly incurred in a manner consistent with effective and efficient business practice. NWMO will not reimburse expenses that are not incurred.

4. Where travel is required/authorized in performing the services, a maximum of eight (8) hours of travel time may be charged in any single day. Travel time will exclude the commute time that the individual normally takes for travel to their established place of business, or as agreed with NWMO. Travel time will be billed at 80% of the established billing rate. International travel shall be pre-approved by NWMO.

5. Any eligible materials or expenses that are claimed in conjunction with business needs being performed for other clients (including inter-office travel where other business is being performed that is not solely for NWMO) must be identified and pro-rated accordingly, to the satisfaction of NWMO.

6. **Air and Train Travel:** Air expenses shall, to the extent possible, be made to take advantage of lowest logical airfare, weekend specials, and other discount fares and to reduce overall expenses and plan ahead (booking at least 2 weeks ahead of departure date is expected). Air and train travel shall be economy class or equivalent. Any air/train travel that is not identified in the Company's proposal/quotation is to be pre-approved in writing by NWMO. Exceptions to allow Business Class air travel may be obtained on a case by case basis and the NWMO representative shall obtain approval from the relevant Vice-President. Alternatively, with the NWMO representative's confirmation, Business Class may be permitted so long as the differential between Business Class and Economy Class fares will not be charged to NWMO and must be pre-approved by NWMO. Documented evidence of the 2 rates at time of booking must clearly identify the differential.

7. **Vehicle Travel:** Mileage reimbursement shall be consistent with the Ontario Government Travel, Meal and Hospitality Expenses Directive (January 1, 2020), which is currently CDN$0.40/km for Southern Ontario travel and CDN$0.41/km for Northern Ontario travel (0 – 4000 km per fiscal year - rates decrease for higher total kilometers driven per year), refer to link https://www.ontario.ca/page/travel-meal-and-hospitality-expenses-directive- 2020. Use of the most economical form of road transportation is the general guideline. Rental cars shall not exceed intermediate size of vehicle unless authorized by NWMO. Sport utility vehicles, vans, premium, or luxury class vehicles are not permitted unless authorized by NWMO, with supporting rationale prior to booking the vehicle. The Company will use all reasonable attempts to reduce the expense of vehicle travel, for example, by arranging for employees to share vehicles to minimize travel expense; refueling rental vehicles prior to returning; and use of public transit when travelling to locations within and around urban centers. If mileage is expected to be in excess of 200 km per day, consideration should be given to renting a vehicle if practical or feasible. Mileage charges shall be incremental to the normal commuting mileage to their primary place of business.

   NWMO will only reimburse the Company for use of a personal vehicle or rental car for trips which would customarily be travelled by air or train for the amount which is equal to the lesser of (i) the expense of the air fare or train fare; and (ii) the amount that would otherwise be reimbursable for vehicle travel. NWMO will not reimburse the Company for any additional lodging that would not have been incurred had the trip been made by air or train.

8. **Lodging:** For eligible lodging expenses, reimbursement shall be made for single accommodation in a standard room at a three (3) star rated hotel (unless a four (4) star rated hotel offers a room rate at equal or lower than the three (3) star rated hotel in the same area). Planned accommodations in a hotel rated higher than four (4) stars require preapproval by NWMO. The use of suites, concierge service, and executive floors is not permitted. Penalties incurred for non-cancellation of guaranteed hotel reservations are the claimant's responsibility and may be reimbursed only in exceptional circumstances.

9. Notwithstanding any other term in this schedule, NWMO will not reimburse for any hospitality, food or incidental expenses, including, but not limited to:
   a) Meals, snacks, alcoholic and non-alcoholic beverages;
   b) Gratuities;
   c) Airline or railway club dues, fees or other charges;
   d) Personal service expenses, including hair care, shoeshine, toiletry and spa treatment;
   e) Laundry, dry cleaning or valet expenses;
   f) Hotel telephone charges or internet access;
   g) Personal telephone calls;
   h) Cellular telephones, data devices or other communication devices;
   i) Entertainment or recreational expenses, including pay-per-view, video, compact disk or DVD rental, in-room entertainment, games, gaming, reading, sports or exercise expenses;
   j) Headsets or other in-flight expenses;
   k) Dependent care expenses;
   l) Pet care expenses;
   m) Mini bar charges or sundry items (including gum and snacks);
   n) Credit card interest or other credit card expenses;
   o) Automobile washes;
   p) Fines or other expenses assessed or otherwise incurred in respect of traffic or parking violations; or
   q) Fees or other expenses for toll highways or vehicle rental agency administration charges for use of toll highways.

10. The Company will ensure that the invoice legibly itemizes and, if necessary, briefly describes all eligible expenses and will not invoice or otherwise charge NWMO for any expenses other than eligible expenses described in section 2 above. The Company will deliver to NWMO, together with a copy of the invoice, original official itemized receipts for each eligible expense claimed (including airline, railway or bus ticket passenger coupons or electronic tickets, boarding passes, vehicle rental contracts, itemized hotel bills and travel itineraries). Credit card or bank statements do not qualify as receipts. The Company will deduct all Canadian goods and services tax, or harmonized sales tax levied under the Excise Tax Act (Canada) recovered or recoverable by the Company on the payment of expenses before submitting any invoice to NWMO covering eligible expenses. The Company will ensure that each such invoice will separately set out all Canadian goods and services tax or harmonized sales tax levied under the Excise Tax Act (Canada) and reimbursable by NWMO under this Schedule.

11. If the Company fails to deliver an invoice to NWMO for an expense within six (6) months of the expense being incurred, NWMO will not be obliged to reimburse the Company for such expense.

12. Failure by the Company to comply with the requirements of this schedule may result in delay of reimbursement of materials or expenses or rejection of any invoice in whole or in part.

13. This Business Expense Schedule in non-negotiable other than minor immaterial changes.

Appendix C

Fieldwork

(a) ***No Fieldwork applies to this opportunity*** nwmo NUCLEAR WASTE MANAGEMENT ORGANIZATION SOCIÉTÉ DE GESTION DES DÉCHETS NUCLÉAIRES

proof STRATEGIES

UNPRICED PROPOSAL FOR RFP

RFP for American Public Affairs Agencies

RFP #: CBW-17-2022

Issue Date: Friday, July 29th, 2022

Submitted by: Proof Strategies

Toronto office address:

33 Bloor St. East, Suite 901. Toronto, Ontario M4W 3H1

Washington, D.C. address:

1140 3rd St NE #317, Washington, DC 20002

Submission Date: August 31st, 2022

Closing Time: August 31st, 2022 **on or before 4:00:00 p.m. EST**

Closing Location: NWMO Reception, 4th Floor
22 St. Clair Avenue East, Toronto, Ontario, Canada M4T 2S3

SINGLE POINT OF CONTACT (SPOC) FOR THIS RFP:

Doug Stacey
Purchasing Officer
Phone: 416-402-0311

E-mail: procurement@nwmo.ca

Alternate Contact:
Ryan Robertson
Manager, Supply Chain
Phone: 647-259-3702

Table of Contents	Page #
Form A: Description of Services	3
Form B: Pricing Summary, Rates, and Expenses - Form only submitted separately	21
Form C: Proponent Information Form	22
Form D: Amendments and Clarifications	23
Form E: Relevant Work Experience	24
Form F: Organization	33
Form G: Key Personnel	34
Form H: Subcontractors and Suppliers	45
Form I: Software	46
Form J: Health and Safety Program	47
Form K: Contract Schedule	51
Form L: Tax and WSIB Information	53
Form M: Insurance	54
Form N: Dispute Resolution	56
Form O: Quality Assurance Program	57
Form P: Financial Statements & Corporate Structure	65
Form Q: Exceptions to Terms and Conditions	66

RFP for AMERICAN PUBLIC AFFAIRS AGENCIES
RFP#CBW-17-2022

<u>FORM A</u>

DESCRIPTION OF SERVICES

Table of Contents Form A	Page #
Background/Review of Challenge	4
Objectives and Overview of the Proposed Strategy & Considerations	5
Mandatory Criteria	5
AMERICAN PUBLIC AFFAIRS	7
➢ Identifying and Managing Reputational Issues - Issue Monitoring/Issue Management Support and Approach	7
➢ Strategic Insights, Analysis, and Access to Political Networks and Key Stakeholders Across Party Lines	8
➢ Public Policy Intelligence, Research, and Insight Relating to the Political Landscape and Sectors such as Nuclear Energy, Environment, Indigenous Affairs, U.S. Transboundary Affairs	8
➢ Legislative and Regulatory Tracking	14
➢ Setting Up Meetings for the NWMO with Stakeholders	15
➢ Tactical and Logistical Support as Required	18
Project Schedule	See Form K
Deliverables	19
Work Outside of Deliverables and Work Plan	19
Quality Assurance	19
Mark-ups and Other Fees	20
References	20

1. Background/Review of the Challenge

Shortly after the Nuclear Waste Management Organization (NWMO) unveiled plans to potentially construct a site that would store nuclear waste in the town of South Bruce, Ontario, a bipartisan U.S. House coalition led by Rep. Dan Kildee (D-Mich.) firmly (and publicly) opposed NWMO's plans. Rep. Kildee is leading a bipartisan resolution, co-sponsored by 23 Democrats and 12 Republicans from states across the country, asking President Biden to work with the Canadian government to stop plans for the storage.

Although it was a year ago, public officials still threaten to highlight the issue to showcase their progressive environmental positions with an eye toward political gain (reelection, approval ratings, etc.).

Unfortunately, this type of bilateral feuding is fodder in a media environment where environmental and economic issues are front and center, and in a political environment where bipartisan agreements are a rare commodity. Therefore, the opposition to NWMO's initiative for the movement of spent nuclear fuel could escalate if not intercepted with a thoughtful, diplomatic issues mission that spotlights the problems of unsafe storage and positions the work of NWMO as a scalable, bilateral social justice solution for all communities around the Great Lakes. Furthermore, we want to underscore the fact that the U.S. Department of Energy is looking to replicate NWMO's nuclear storage approach, since it is considered world-class.

NWMO's approach will need to rely on meticulously crafted messaging targeted at the various influential stakeholders if we are to effectively achieve perception change.

And because Proof Strategies has already completed the NWMO's PESTLE analysis, Message Development program and Stakeholder Engagement plan in 2022, we believe we are well positioned to implement the execution plan.

2. Objectives and Overview of the Proposed Strategy & Considerations

NWMO's stakeholder engagement program will allow us to get critical information in front of U.S. leadership to slowly facilitate a change in perception of NWMO activities around the Great Lakes and among key stakeholders in Washington, D.C. This proposal was developed with the aim of including and convincing our stakeholders to be part of the solution to remove the unstable spent nuclear fuel around the Great Lakes to a safer location within Canada, thereby not only protecting the environment but American and Canadian communities in the area.

3. Scope of Services & Deliverables

Stage 1 Mandatory Criteria

➢ Vendor must have a minimum five years' experience providing full service public affairs support.

Proof Strategies is a public relations and communications partner that "asks better questions" to create insight, grow trust and achieve success. Headquartered in Toronto and founded in 1994, the independently owned Proof family of companies has more than 200 team members in offices in Toronto, Montréal, Ottawa and Washington, D.C. For the purposes of this engagement, we would also work with our public affairs network in the Great Lakes area. The Proof Strategies team focuses on supporting value-driven leaders who understand it's a long game – who understand this kind of work is a precursor for successful transformation and for managing, protecting and building organizations in an unpredictable marketplace.

Proof Strategies' value proposition is that we operate at the nexus of both the U.S. and Canadian governments, and understand each of their bureaucracies and levers of authority, as well as the cultural and diplomatic nuances, in order to achieve our clients' goals. This is unique in the agency marketplace, and we pride ourselves on it. The multi-level jurisdictions in Canada and the U.S. are complex; understanding both means we can chart a path to growth and while navigating competing regulations or adapting to new laws. Understanding how both these governments work and how to communicate will be key to NWMO's success.

➢ Translation Services - The vendor must be able to produce/proofread materials and content in both English and French.
- Proof Strategies' sister agency in Montréal, Capital Image, with whom it partners on other accounts, will assist us with the appropriate translation services when required.

➢ Conflicts of Interest

- Proof Strategies has no conflicts of interest and represents no other organizations similar to NWMO or organizations that would have an interest in seeing that NWMO not be successful, such as the fossil fuel industry, U.S. legislators in the Great Lakes, or anti-nuclear trade or nonprofit associations.

➢ The Term
- The term of this proposal for American Public Affairs support will be effective for a period of (1) one year to commence in or around Sept. 1, 2022, and conclude Aug. 31, 2023. Options to renew the contract will be communicated, as stated in the RFP, three months prior to the end of that term.

Stage 2 - Rated Criteria

➢ **American Public Affairs**

Identifying and Managing Reputational Issues - Issue Monitoring/Management Support and Approach is Tested

(5.1.0 -5.1.1, 5.1.3) Proof Strategies has been very fortunate to work with NWMO for the better part of the last year, helping them identify reputational issues and with issues management support. We do this through a daily review of legislative, political and topical news that is regional, national and sometimes international (e.g., Ukraine and the nuclear plant under threat because of the war.) This type of real-time monitoring follows a very specific process:

MONITORING →PLANNING→IDENTIFICATION→ANALYSIS →HANDLING

With the NWMO, certain issues or events will have regional or national implications. We know when to escalate and when not to. Because this approach is collaborative but swift, Proof Strategies has used this approach to resolve many issues for clients including NWMO.

From a more technical perspective for issues management, Proof uses a combination of automated alerts, dedicated monitoring tools and manual searching to pull articles and legislation of interest, including through MuckRack, NewsWhip, Google, LexisNexis and other platforms. We supplement our monitoring tools with manual checking of industry newsletters, government websites and congressional calendars to supplement our tools and compile a full monitoring report. We also work with our network of stakeholders on the Hill and in the executive branch to ensure that if something is happening, we know about it first.

Our reports don't simply provide headlines and links, but include a three-sentence overview of the story and an analysis of importance, allowing the client to understand the value of the placement. This keeps the client review as efficient as possible.

In addition to the NWMO, Proof also has provided this work to various energy and environmental organizations including the Consumer Energy Alliance, Call2Recycle, the North American Transit Alliance, Airbus and more.

(5.1.2 -5.1.4) Strategic Insights, Analysis and Access to Political Networks and Key Stakeholders Across Party Lines, Public Policy Intelligence, Research and Insight Relating to the Political Landscape and sectors such as Nuclear Energy, Environment, Indigenous Affairs, U.S. Transboundary Affairs

Due to our ongoing work with NWMO we have already provided:

1. PESTLE (Political, Economic, Societal, Technological, Legal and Environmental) analysis
2. Engagement Strategy
3. Stakeholder Mapping and Management Strategy

Thanks to this foundational work and identification of Tier 1, Tier 2 and Tier 3 Stakeholders, Proof Strategies is confident not only in the insights we have developed for each of these categories but also the approach for engaging these stakeholders within each vertical. By adding two members to the team – one focused on creating relationships in the U.S. State Department; another, beginning in September, who will focus on NWMO's work with indigenous communities – Proof will be able to meet very specific engagement and relationship needs for the NWMO leadership.

NWMO Staffing and Areas of Expertise to Reveal and Present Insights, Analysis, Access, Intelligence and Research:

Mimi Carter, SVP, Proof USA - Environment, Trade, U.S. Transboundary Affairs, Nuclear Energy

- Mimi Carter is the U.S. general manager for Proof Strategies in Washington, D.C. She has been both a nonprofit and agency leader during her 22-year career in communications, marketing and public relations. She's focused her work primarily on clients in energy, international development, environment, health sciences, technology and financial services.

- In Mimi's current role, she has provided her expertise to some of the world's largest global brands including The Mastercard Foundation, Keolis, Dannon and more.
- In addition to working with the NWMO team for the better part of the year, Mimi has worked with numerous federal officials from the U.S. Department of Energy, Environmental Protection Agency, Department of State and others to build relationships for other quasi-governmental clients including the Embassy of Qatar and the North American Transit Alliance. Mimi has worked with many clients with unique transboundary needs, including Keolis North America, The Altus Group, Call2Recycle, North American Transit Alliance, NWMO and Nutricia, a subsidiary of Dannon.

Matt Trojan, Vice President, Proof USA - Energy, U.S. Congress

- Matt is a veteran communicator who provides strategic counsel to clients across a variety of sectors as they seek to influence public policy outcomes with paid, earned and owned media campaigns. He has served as an on-the-record spokesman, managed crisis communications, guided multi-million-dollar paid media campaigns and advised public and private sector leaders on branding and positioning.
- Matt has more than a decade of political experience advising candidates for federal and statewide office. He led the competitive intelligence, or opposition research, arm of the Democratic Congressional Campaign Committee's $67 million paid media campaign to elect Democrats to the U.S. House in 2014, and helped elect four U.S. senators with $20 million worth of advertisements at the Democratic Senatorial Campaign Committee in 2008.
- He has also advised a number of issue advocacy campaigns on climate change and environmental issues. He served as the research director for Clean Energy Works, a cross-sector coalition of organizations that supported "cap and trade" legislation and another coalition that backed President Obama's implementation of the Clean Power Plan.
- In 2012, Matt played an instrumental role as a senior communications adviser in helping narrowly elect Heidi Heitkamp (D-N.D.) to the U.S. Senate in a state where President Obama lost by 18 percentage points. Sen. Heitkamp served on the Committee on Indian Affairs and is active on energy issues.
- Following the 2016 election, Matt served as a consultant within Deloitte's U.S. federal government consulting practice, where he provided strategic communications support to senior government officials.

Chris McCluskey, Senior Director of Government Relations, Proof OT - Nuclear Energy, Indigenous Affairs and Network

- Chris is a senior public affairs professional with over 15 years of experience in government relations and communications. He is a leading advisor to global companies from various sectors, helping businesses navigate, integrate and compete within Canada's unique policy and business landscape.
- Before joining Proof Strategies, Chris served as director of communications to federal ministers responsible for energy, border security, mining and defence procurement, as well as as chief of staff to the minister responsible for defence procurement. We believe that Chris' strong relationship with Greg Rickford, Minister of Northern Development and Minister of Indigenous Affairs in the Executive Council of Ontario under Premier Doug Ford, will complement the relationships that the NWMO already have in place.
- Chris has extensive experience leading the development and execution of complex, high-profile strategies. Having led Canada's strategic approach for North American energy security and market diversification on behalf of successive Canadian energy ministers, he is an experienced advocate for Canadian interests and jobs at home and internationally.
- Successes included creating a resilient bilateral relationship with the U.S. including bimonthly meetings with the U.S. Secretary of Energy; the signing of a Canada-U.S.-Mexico Memorandum of Understanding formalizing priorities for continental energy cooperation, and the creation of a trilateral North American working group on climate change and energy cooperation.
- He has participated in the World Energy Congress in Daegu, South Korea; the International Seminar on Energy Access in Delhi, India; the APEC Energy Ministers' Meeting in Beijing, China; International Energy Agency Ministerial Meeting in Paris, France; the Energy and Climate Partnership of the Americas Ministerial and Clean Energy Ministerial meetings in Merida, Mexico; the Goldman Sachs North American Energy Summit in New York City; and CERA Week in Houston.
- He was an advisor on a prime minister's re-election campaign and communications director on the successful election campaign of Canada's foreign minister in his Ottawa constituency. Chris is a source of analysis and information to major international, national and regional news outlets. His contributions as a spokesperson appear in the CBC, Toronto Star and The Globe and Mail; and he has contributed to reports from the New York Times, Bloomberg and Fox News.
- He was recently named to the board of directors for Ottawa Bluesfest, a nonprofit and charitable organization and world-class music festival.

Sandra Janson, VP, Proof OT - (former member, Alberta) - Environment and Indigenous Affairs

- Born and raised in Alberta, Sandra proudly served two terms at the Alberta Legislature. As minister of infrastructure, she negotiated the bilateral Investing in Canada Infrastructure Program, working closely with her federal counterparts and building strong trust relationships.
- Sandra has spent significant time in Alberta's North, working on infrastructure projects with Athabasca Chipewyan First Nation among others. She also negotiated the historic McMurray Metis land agreement in 2018, which enabled the Metis to own their own land for the first time.
- In her spare time, Sandra volunteers as a board member of the Awo Taan Healing Lodge, a shelter guided by Indigenous traditional teachings.

Melody Gaukel, SVP, Corporate Affairs, Proof TO - Energy issues/ US Transboundary Affairs

- Communicating messages in clear, compelling ways that resonate with multiple stakeholders is part of why Melody quickly becomes a part of any client team.
- Melody's varied experience covers many facets: strategic planning, integrated communications, media and influencer relations, stakeholder campaigns and crisis and issues management. Her career spans the B2B and B2C spaces, which allows her to apply many best practices to enable client success.
- Her clients are often in highly regulated environments, which require a deep understanding of governments and policy implications. Melody has won numerous awards from IABC and CPRS throughout her career.

Chief Emily Whetung, Senior Associate, Indigenous Relations

- Elected as Chief of Curve Lake in 2019, Chief Emily is passionate about the rights of First Nations people, ensuring her community has every opportunity to thrive and protecting the environment for all future generations, protecting Treaty Rights, finding ways to ensure economic advancements are sustainable, and building healthy relationships between First Nations and Canadians.
- Eight months after taking office, Chief Emily was faced with a global pandemic. Shifting the community to online work, finding ways to support families in staying home, working on developing agricultural lands to ensure food security and ensuring First Nations had access to vaccinations on the manufacturer's recommended dosage schedule, Chief Emily pivoted to deal with the issues facing her community. In the summer of 2021, Chief Emily seconded the nomination of the woman who would become the first female National Chief at the Assembly of First Nations.
- Having picked up on 40 years of advocating for access to clean drinking water for Curve Lake, Chief Emily, as one of the representative plaintiffs, settled a national class action with the Government of Canada providing for $8 billion to end long-term water advisories on First Nations across Canada before 2030.
- Chief Emily has recently been elected to the Anishinabek Nation Leadership Council and appointed vice-chair to the Indigenous Advisory Council for Small Modular (Nuclear) Reactor Action Plan. She continues to sit on many committees and working groups with the Mississauga Nation Chiefs, the Chiefs of Ontario and the Anishinabek Nation, all the while using use her expertise and knowledge to ensure that voices of Indigenous people are heard and respected.

Frances Kang, Project & Account Manager - U.S. Corporate Expertise, Media Relations and Digital Outreach

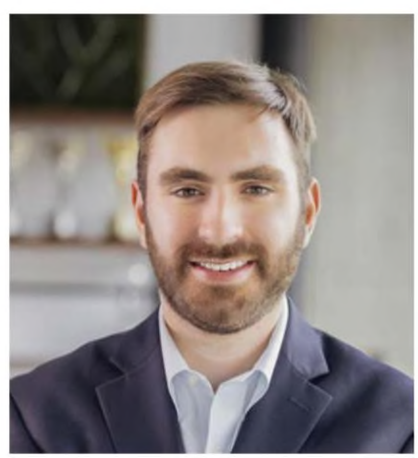
- Frances recently joined Proof Strategies from the Council of Korean Americans (CKA) where she led marketing and program management. She has worked with executives from Fortune 500 companies such as Samsung, Google and the National Football League to advance their initiatives with CKA.

- She is a skilled writer, digital marketer and project manager, having led a variety of client engagements across sectors.
- Frances graduated from the University of Chicago. She is a technical IRTA Fellow from the National Institutes of Health and a published researcher at Weill Cornell Medical College.

Sidney Jones, Research Associate, Proof USA - U.S. Diplomatic, U.S. Department of State and Congressional Research Expertise

- Sidney joins Proof Strategies with a background in U.S.-Middle East relations. A graduate of Converse University in Spartanburg, S.C., Sidney moved to Washington, D.C., to begin her career at the National Council on U.S.-Arab Relations (NCUSAR), an educational nonprofit focused on improving American knowledge and understanding of the Arab world. While there, she directed the student programs team, coordinated conferences across the U.S. at various universities and managed student study abroad and internship opportunities.
- Following her time at NCUSAR, Sidney joined the public diplomacy office at a Middle East Embassy based in Washington, D.C. During her time there, she conducted research to strengthen relations with key stakeholders in the U.S.
- Most recently, Sidney was an information analyst at C&O Resources, a consulting agency focused on helping international companies navigate and understand U.S. government policies related to the Middle East. She monitored Department of State, Department of Defense and White House policies on issues relevant to clients. She also drafted regular media monitoring briefs from select U.S. media outlets and wrote reports on U.S. government events.

David Niedswicki, Account Executive, Proof USA - U.S. Environmental Trade Associations, U.S. Congress, U.S. Environmental Trade Associations Liaison



- David Niedzwicki brings a background in public policy, social sciences and STEM.
- David has provided day-to-day support for NWMO. He contributed to NWMO's Engagement Strategy and PESTLE analysis, and drafted daily legislative and media monitoring.
- Prior to Proof Strategies, he served as a policy intern for The Charles Group, a public policy and political

affairs agency, where he was responsible for monitoring media, contributing to client research and drafting social media content. David also interned for the office of congressman Brendan Boyle (D-PA) and worked as a research assistant in a cancer biology laboratory.

Bipartisan U.S. Lobbying Team:

- Douglas Baker, Baker Global Advisors – Doug has strong executive branch connections: He's a former deputy secretary of commerce and a former White House advisor to President George H.W. Bush. He also has strong connections to former Michigan Attorney General Bill Schuette. Doug is also in contact and has a good relationship with President Biden's first U.S. special presidential envoy for climate, former U.S. Secretary of State and U.S. Sen. John Kerry.

- Katrina Velasquez, Center Road Solutions – Katrina was voted one of 2021's best lobbyists on Capitol Hill by *The Hill*. She has a strong connection to leadership in the Great Lakes region.

5.1.5 Legislative and Regulatory Tracking

Proof will provide daily updates on developments in Congress and the Biden Administration, especially around any progress regarding Rep. Kildee's resolution and others that address spent nuclear fuel and storage, environmental safety and hazardous waste issues. By conducting broad-based monitoring and daily updates across a range of congressional committees and federal agencies, as well as global events, we can better inform the overall understanding of stakeholders and members' stances on these issues as well as their overall priorities. This intelligence can then be incorporated into our specific messaging or government relations strategies.

Proof would focus legislative monitoring on the main energy, environmental and foreign affairs committees in the House and Senate:

- House Committee on Energy and Commerce
- House Committee on Natural Resources
- House Committee on Foreign Affairs
- Senate Committee on Energy and Natural Resources
- Senate Committee on Foreign Relations
- Senate Committee on Environment and Public Works

The Proof team will also monitor updates in the relevant state-level legislative committees of jurisdiction in Great Lakes-adjacent states (Illinois, Indiana, Michigan, Minnesota, New York, Ohio, Pennsylvania and Wisconsin), as well as statements from the applicable executive branch agencies and governors' offices.

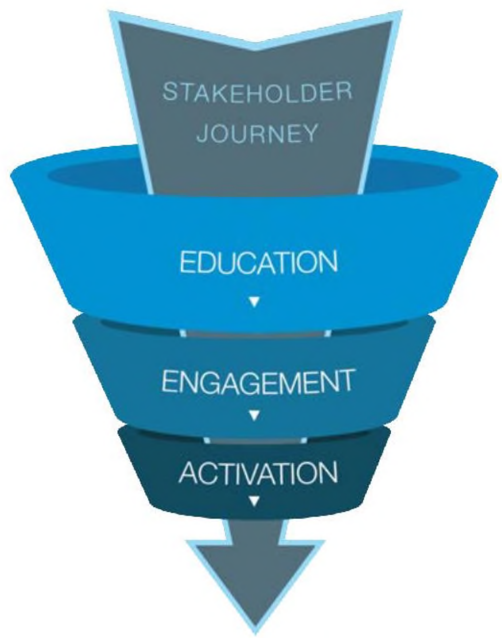
Deliverables	• Each weekday, Proof will compile relevant updates into a "Daily Legislative Update," featuring a short bulleted summary of the most relevant developments in these policy areas and highlighting actions of members who, like Rep. Kildee, represent particular challenges, as well as those who present potential opportunities for NWMO's outreach.

5.1.6. Setting Up Meetings for the NWMO with stakeholders and other groups
Activating the Stakeholder Plan for American Public Affairs Success

Engagement Map & Plan

The objectives of the stakeholder strategy are:

- Establish and maintain NWMO's reputation, both with U.S. lawmakers and their constituents, as well as key stakeholders including industry, government and environmental organizations
- Build and nurture stakeholder relationships that support NWMO's organizational growth goals



The Engagement Funnel & Engagement Tactics

To activate the Stakeholder Engagement plan Proof and NWMO created, we will proceed with the following steps/deliverables:

- As our research thus far has shown, overall knowledge of the NWMO's proposed project remains very limited outside the Great Lakes region and some circles of Washington, D.C.

Received by NSD/FARA Registration Unit 12/30/2022 5:52:09 PM

- There are three primary objectives for U.S. stakeholder engagement:
    - Education
    - Engagement
    - Activation

- The level of background knowledge for each stakeholder, and interest moving ahead in partnership with NWMO, will dictate knowing where each stakeholder is in the funnel of the engagement strategy.

The Education Phase

- The most important stage of the engagement funnel, given rampant misinformation on the Canadian storage facility and limited U.S. public knowledge on the topic.

- An opportunity to set baseline perceptions about the project.

- Proposed tactics:

    - Key message development and review, prioritized for each Tier
    - Deployment of fact sheets, leave-behinds and other collateral
    - Regular email updates about the project, tailored for each Stakeholder Group
    - Limited paid social media spend, targeted to regionally focused stakeholders, tailored for each Stakeholder Group
    - Backgrounders with reporters and editors, tailored by region and beat.

Example Approach – Education Phase

Example Stakeholder

Debra Shore, Regional Administrator of EPA Region 5

- Prepare proposed agenda for meeting

- Circulate a fact sheet or leave-behind immediately following the meeting on one or several of the following topic areas:
    - Transport and safety protocols
    - Testimonials from leading scientists

- Appropriate asks of stakeholder, depending on level of interest:
    - Sign up for email updates about the project
    - Engage colleagues or members of Congress in Washington
    - Invitation to join advisory group/ joint op-ed/introductions

Engagement Phase

- This phase includes stakeholders from the education phase with whom the NWMO had a generally promising meeting or interaction, but education continues.

- These stakeholders are organizations and individuals that are open-minded about the way forward, that recognize the need for a solution and are interested in keeping in touch.

- Proposed Tactics:
    - Webinars or monthly stakeholder calls where attendees can ask questions of the NWMO leadership and learn about project updates and messaging priorities
    - Informational meetings with additional NWMO staff or leadership

Example Approach - Engagement Phase

- Invite to participate in regular stakeholder call

- Offer tour of selected site

- Brief on additional topics such as consent-based siting and timelines for the project

- Invite to meetings with regional or D.C.-based law/policymakers

Example Stakeholder

Peter Burns, Director, Center for Sustainable Energy, Notre Dame

The Activation Phase

- The activation phase occurs with stakeholders who are not only supportive of the NWMO's objectives and have stayed engaged, but are willing to speak on the NWMO's behalf to more skeptical U.S. audiences.

- Proposed Tactics:
    - Drafting op-eds for stakeholders to independently publish or co-author with NWMO leaders as an advocate
    - Developing an advisory group or informal coalition of stakeholders in support of a more aggressive lobbying or public affairs campaign, should one become necessary
    - Hosting regular calls to provide messaging updates and collaborate on U.S. outreach strategy

- Pitching media on stories centering on a collective effort to solve North America's nuclear waste problem
- Panel speaking opportunities at industry events

Example Approach - Activation Phase

- Ask to connect NWMO to other potentially supportive stakeholders in the environmental space
- Draft op-ed to be co-authored with NWMO President & CEO
- Request lobbying assistance with opposed congressional offices

This proactive approach will allow NWMO to remain agile in its response to change, identify trends, adapt to sustain and grow the organization and mitigate potential risks.

5.1.7 Tactical and Logistical Support as Required

Stakeholder Communications: Content Creation & Preparation Materials for U.S. Audience

Proof will assist in a number of content creation needs for NWMO that will help guide overall strategy and messaging, implement initiatives and prepare spokespeople for public appearances. Sample deliverables include:

1. Event Briefs

To ensure we are aligned with your team on goals and objectives of specific initiatives, activations and events, Proof provides "event briefs" for each client. For each NWMO initiative, we will work with your team to establish the topline goals, logistical details and spokesperson availability. These briefs will hold both teams accountable for the agreed-upon strategy and desired outcomes throughout the course of the execution phase to ensure our actions are strategic.

2. Message Documents

Proof will combine the results of our sentiment analysis and the scientific research to develop messaging targeting your key audiences – federal and regional policymakers as well as Great Lakes-based influencers. Should NWMO require a more public-focused campaign in the future, we can adapt and use this messaging material for op-eds, media pitches, digital ads and more.

3. Media Briefings

Finally, should media interviews be required, Proof can manage interview strategy and logistics from start to finish, working with reporters to finalize questions and ground rules, prepping NWMO spokespeople with media training and talking points, and providing fully-fledged media briefing documents outlining the reporter's previous coverage, the outlet's audience and anticipated topics and questions.

Deliverables	- Event Briefs – as needed - Message Documents – tailored to target audiences - Media Briefings – as needed - Daily Media Monitoring

7. Deliverables 4.5.1- 6 Proof Strategies plans on producing the following deliverables required as part of the services:

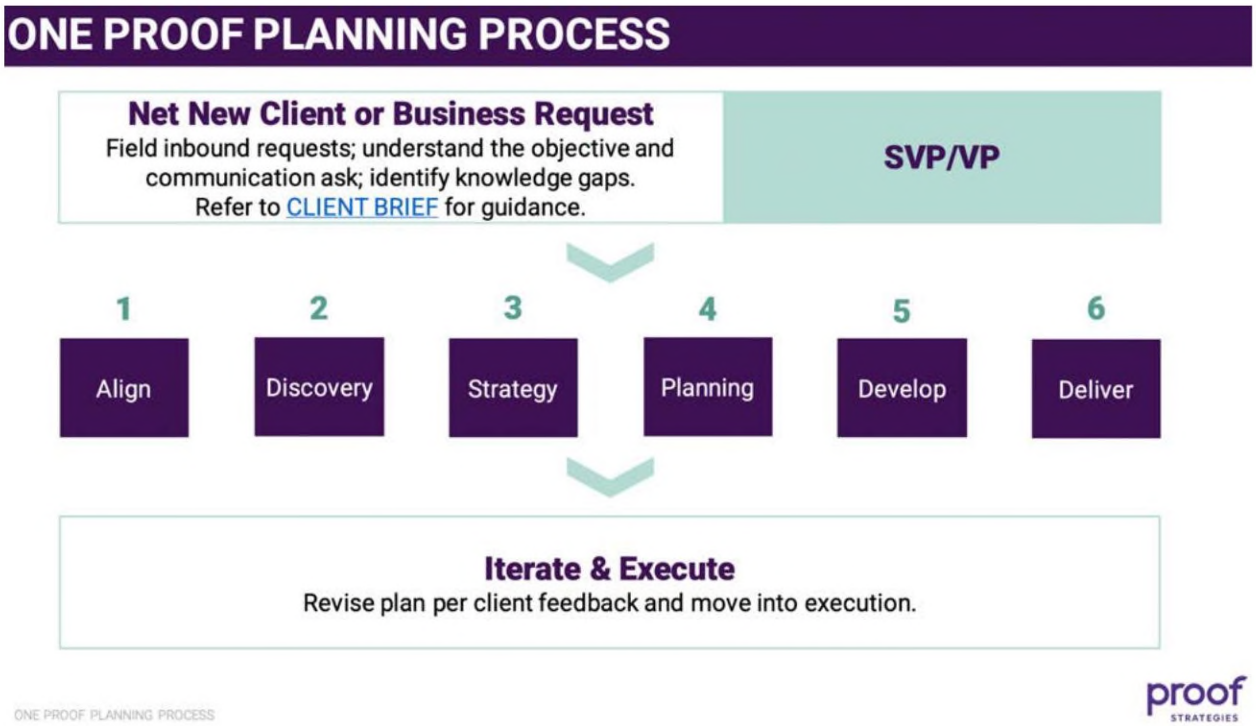
Deliverables	- Ongoing stakeholder lists and research - Issue research briefs - Meeting coordination with U.S. Stakeholders and NWMO representatives - Stakeholder Activation Plan based on delivered Engagement Plan - Bi-weekly 30 minute meetings with NWMO representatives with minutes - End-of-week update reports - Monthly tracking of hourly accruals

8. Work Outside of Deliverables and Work Plan

Throughout our work with NWMO in the last year, we have delivered research, media monitoring or counsel to NWMO leadership outside of normal office hours when needed. Proof Strategies is dedicated to accomplishing the NWMO's goals and understands the need to support leadership when and whenever needed.

9. Quality Assurance

In addition to the Quality Assurance program outlined in FORM O, Proof Strategies follows a detailed project management plan documented in the attachment, **Integrated Planning Process - April 2022.**



10. Mark-Up and other Fees

In accordance with NWMO policy, Proof Strategies will provide any OOP labor at cost with no mark-up, including the FARA Registration and Reporting fees charged by legal counsel. FARA registration and compliance is required by U.S. law, and the estimates of these fees have been provided in the Pricing Summary in FORM B. Proof Strategies will not mark up these fees.

This also applies to software costs, or licensing fees related to software costs.

11. References

Bryson Hull Vice President, Communications and Media Consumer Energy Association 202-429-4362 bhull@hbwresources.co	Toni Tiemens Head of Corporate Communications Mastercard Foundation 250 Yonge Street, Suite 2400 Toronto, Ontario, M5B2L7 647-982-6058 ttiemens@mastercardfdn.org	Linda Gabor Executive Vice President, External Relations Call2Recycle 678-218-1082 LGabor@call2recycle.org

FORM B

PRICING SUBMISSION FORM

1.0

As stated in the Evaluation Criteria, the Pricing Submission Form will account for **30%** of the total evaluation.

Each Proponent must submit a Proposal containing prices for the completion of the entire Project. The Pricing model will be Time and Material or hourly rate, for all the known work defined in the Scope of Work with pre-established time and materials rates for additional scope which is not specifically defined (and/or provide option pricing for additional quantities or work activities). The prices offered by each Proponent in its Proposal must include all applicable taxes and duties except Harmonized Sales Tax.

Each Vendor **must** include in its Pricing Submission a breakdown of the pricing information that will allow NWMO to understand how the pricing for each component of the services (and goods if applicable) as well as pre-establish time and materials rates for any work completed out of scope which is not specifically defined (and/or provide option pricing for additional quantities or work activities). In addition, a consolidated list of pricing assumptions shall be included with the detailed price breakdown, if any.

The Pricing Submission Form/section must be submitted with the proposal in a separate e-mail as specified in MS Word or Excel format.

NWMO will evaluate the Pricing Submission Form only after the evaluation of the Mandatory Criteria, where applicable, and the Rated Criteria. NWMO may, in its sole discretion, accept or reject any Proposal: (a) that does not have a Pricing Submission Form in a separate e-mail (and labeled as the Pricing Submission Form), or (b) that includes any material pricing information in the Proposal Submission Form.

*Form B submitted separately as Priced Proposal for RFP # CBW-17-2022.

FORM C

PROPONENT INFORMATION FORM

In this Proponent Information Form, each capitalized term has the meaning given to it in this RFP, as applicable.

Business and Contact Information. Insert the following information of the Proponent

Full Legal Name of Company:	Proof Strategies Inc.
Proponent Form of Legal Entity (e.g. Corporation, Partnership, Joint Venture, Individual, etc.):	Corporation
Jurisdiction of Formation (or "n/a" if Proponent is an individual):	Ontario, Canada
Year of Formation (or "n/a" if Proponent is an individual):	1994 Canadian Office 2001 U.S. Office
If Proponent is (i) a joint venture or (ii) a partnership or corporation with less than [5] partners or shareholders, name of joint venturers, partners or shareholders (otherwise "n/a"):	N\A
Date of Establishment:	1994
Full Address of Company:	33 Bloor Street East Suite 900, Toronto, ON M4W 3H1
Billing/Payment Address if different from above	
Contact Individual Name / Tel. Number / Email Address:	Jee-Ae Shin Email: jshin@getproof.com 416-969-2743
General Company Telephone Number / Email Address:	416-920-9000 Email: Info@getproofusa.com

Form D

AMENDMENTS AND CLARIFICATIONS

By completing the table below, the Proponent confirms that the Proponent has received, reviewed and considered all the following Amendments and Clarifications. Indicate as per the table below the date that the Proponent received each Amendment and Clarification (if applicable).

	Amendment	Clarification	Date Received
No. 1	"Proponents are responsible for seeking a Clarification respecting any questions they may have respecting commercial, technical, site or other issues." Page 2 of 11 of RFP.	FARA registration is not included in agency fees. It is a requirement by the U.S. government to represent foreign entities.	Tuesday, August 23rd, 1:29 PM
No. 2	"Proponents are responsible for seeking a Clarification respecting any questions they may have respecting commercial, technical, site or other issues." Page 2 of 11 of RFP.	FARA registration requires annual reporting of outreach, and contracts must be submitted through proper legal channels required by a U.S. law firm proficient in the process. We have added these fees separately to the budget.	Tuesday, August 23rd, 1:29 PM
No.			
No.			
No.			

Form E

RELEVANT WORK EXPERIENCE

Attach, or indicate below, a clear statement of the overall nature and focus of your business and level of technical and operational experience within your organization as it relates to this project. Describe demonstrated knowledge of the subject matter and industry standards and practices. Provide details of previous experience including experience for proposed significant subcontractors. This work experience should be on projects where the services provided to other clients are similar to the services to be provided by the Proponent or Proponent's subcontractors.

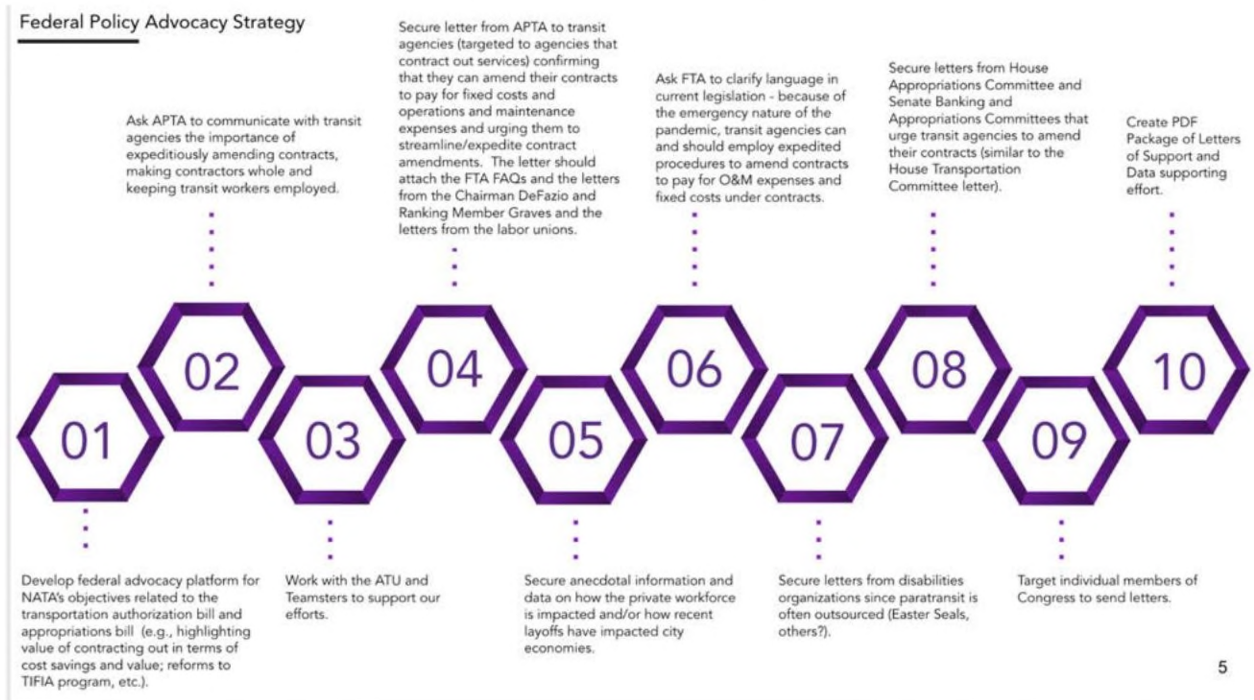
Where other clients are referred to, attach for each such client, the name, telephone number and address of an employee of the client who can act as a reference for the Proponent or Proponent's subcontractor. NWMO may check references at any time. Also, insert the name of project and location, a description of the services provided, the estimated contract value/approximate annual value of services provided, the duration of the project, the date the work commenced and, if the work is continuing, the expected end date and the value of all amounts claimed in any arbitration or litigation. Also, insert any other details demonstrating the Proponent's or Proponent's subcontractors' ability to provide the services.

CLIENT	DESCRIPTION OF WORK	APPROXIMATE FINAL CONTRACT VALUE (CDN$)	YEAR OF COMPLETION
Embassy of Qatar	See Below	1,293,440	2021
NATA	See Below	64,672	2021
NWMO	See Below	337,587.84	2022
Keolis	See Below	291,024	Ongoing
CEA	See Below	64,672	2021
FINCA	See Below	129,344	2022

Relevant Work Experience Case Studies:

Client: Embassy of Qatar Name of Project: Target Hunger Mobile Food Pantry Case Study Location: Houston, Texas Client Duration - 18 months Date Begun - May 2020 Date Ended - December 2021 Project Duration - 8 weeks
Key Tactics: Regional Media Relations and Community Engagement
CHALLENGE: When Hurricane Harvey hit southeast Texas in 2017, Qatar responded immediately, establishing the $30 million Qatar Harvey Fund to assist displaced residents and community organizations serving their needs. In 2021, as a part of this donation, Houston-based nonprofit Target Hunger leveraged $426,000 to build a mobile food pantry to fight food insecurity in the Houston and Harris County areas. Target Hunger needed to secure the right coverage to connect with local communities and raise awareness of its services.
SOLUTION: Proof developed messaging for the event, including fact sheets, photos for social media, media advisories, and releases, as well as providing a project manager on site. Proof pitched to TV network affiliates to ensure attendance at the event so they could show viewers Qatar Harvey Fund's direct impact in Houston. Using the State of Qatar's deep ties with the Houston community, Proof pitched reporters to highlight the real impact of the donation to Houston in a time of need.
RESULTS: As a result of Proof's pitching, the Embassy of Qatar received: ● Positive coverage of the event with KPRC-TV (NBC) that was aired live and published online, with a total unique views per month (UVPM) of 3.7M. ● Live coverage of the event with KRIV-TV (FOX) and an interview with an Embassy spokesperson. The three-minute package was published online with an accompanying written story, reaching a potential audience of 1.6M. ● Front page story in The Houston Chronicle
CONTACT: Michael Ader 801-970-3065 216 West Madison Street Baltimore, MD 21201

Client: North American Transit Alliance Project Name: COVID Funding Relief Campaign/ Stakeholder Engagement Campaign Date Begun: June 1, 2020 Date Ended: September 1, 2020
Key Tactics: Stakeholder Engagement Map and Planning, Earned Media, Public Relations
CHALLENGE: The North American Transit Alliance wanted brand awareness of their new alliance of six of the largest North American private transit agencies, formed during the COVID-19 crisis to innovate solutions and ensure the funding of public transit funding by the federal government. As a new organization, NATA needed to develop the organization's message and amplify its mission of ensuring effective, equitable, reliable, and highly sustainable public transportation. The alliance also needed a forward-facing campaign to help federal agencies understand the stress transportation officials were undergoing caused by unions and lack of funding. Proof Strategies worked hand in hand with their lobbyist, Susan Lent of Akin Gump, to create an advocacy-first communications plan to create engagement and positive press.
SOLUTION: Proof developed and launched a strategic earned media campaign announcing the inception of the organization and its mission to improve public transportation across North America. Proof conducted aggressive media outreach to transportation, public policy, and infrastructure reporters, detailing the NATA message to more than 130 journalists. Proof also drafted social media content for NATA's channels, its members' channels and its members' executive leadership.
RESULTS: The aggressive media relations approach paid off significantly. The weeklong campaign resulted in: ● 13 secured placements and four media interviews featuring NATA executives in national outlets including POLITICO, Axios, and Reuters, as well as trade publications such as Mass Transit, Metro Magazine, and BUSRide ● 24.57 million total unique visitors per month (UVPM) ● 140 shares across social media



CONTACT:

Rahul Kumar

714-886-9580
Innovate Mobility
rahul@innovatemobility.com
Raleigh, North Carolina

Client: Nuclear Waste Management Organization Project Name: Stakeholder Engagement Plan and Strategy Date Begun: November 1, 2021 End Date: September 30, 2022
Key Tactics: Stakeholder Engagement, Asset Development
SITUATION: The Nuclear Waste Management Organization (NWMO) urgently needed a plan to build stakeholder support and address U.S. concerns for the safe long-term management of nuclear waste in Canada. They engaged Proof on a short-term contract, which was expanded to include plan implementation and stakeholder engagement.
SOLUTION: Proof developed an engagement plan that prioritized high-impact stakeholders and laid out actionable steps to advance the NWMO's goals. After establishing benchmark sentiment, Proof analyzed the NWMO's opportunities using a PESTLE analysis and developed key messaging tailored to American audiences. The NWMO then expanded its work with Proof to implement the plan; Proof developed visual assets, new messaging and key talking points to deliver to American stakeholders.
RESULTS: As a result of Proof's foundational analysis work and stakeholder engagement strategy, the NWMO was able to make progress towards achieving its long-term goals, including through the use of: ● Proprietary data and analysis to determine the NWMO's opportunities and threats ● In-depth research on audience, media and political environment to tailor NWMO messaging to the United States ● Key stakeholder identification to maximize impact ● Visual assets and other leave-behind materials to support key messages
CONTACT: Dakota Kochie NWMO 22 St. Clair Avenue East Fourth Floor, Toronto, ON M4T 2S3, Canada 204-557-1254

Client: Keolis North America
Project Name: Media Relations
Date Begun: January 1, 2022
Ongoing

Key Tactics: Thought Leadership, Earned Media, Content Development

CHALLENGE: To build Keolis' image as a thought leader in the industry, with special focus on the new CEO and VP, Proof produced three pieces of content per month for Keolis with the goal of securing at least one monthly media placement.

SOLUTION: Proof's approach to content development was to use a variety of formats, including: 1 byline/contributed article, 1 blog post and 1 alternate piece of content for media relations (such as a Q&A, LTE or op-ed) each month. After a thorough review process with Keolis, Proof developed targeted media lists and pitched to relevant outlets. Proof simultaneously conducted proactive media pitching to garner relationships for potential future placement, all while tracking upcoming trends that would be of interest for Keolis.

RESULTS:

- Two to three continuing media placements per month
- Permanent placement for a three-part series by the CEO in METRO Magazine
- New relationships with key editors at the highest-reach trade outlets, as well as national outlets
- Inroads into key local markets in which Keolis operates, increasing its visibility as a leader on equity in transit, accessibility and more

CONTACT:

Jenny Fahlbush

Keolis North America

470 Atlantic Ave, Boston, MA 02210

508-353-4500

Client: Consumer Energy Alliance Case Study Project; Media Relations Date Begun: November 1, 2020 Date Ended: February 1, 2021
Key Tactics: Stakeholder Engagement, Media Relations
CHALLENGE: Energy is often positioned as a partisan issue in the U.S. CEA was created in 2006 to take the heat out of the conversation and instead improve the American public's understanding of the energy issue – regarding renewables as well as fossil fuels. CEA has emphasized the need for an energy policy that amplifies the power of oil and natural gas, in addition to solar and wind power, to reduce costs for the energy consumer.
SOLUTION: CEA engaged Proof Strategies to increase the visibility of CEA's key messages and CEA spokespeople in targeted media markets. By asking better questions and doing its research on consumers, we discovered that a less bombastic, more collaborative message approach was really effective in gaining coverage. Proof developed a strategic, comprehensive, proactive and aggressive media outreach plan focusing on placing opinion pieces – the op-ed pages being one of the most read sections of newspapers – and securing radio and print interviews to help educate consumers about energy development opportunities and benefits in their area. In our narrative, we articulated why it is essential to bring everyone – from natural gas producers to wind farms – to the table to push for common-sense solutions that avoid placing a financial burden on families and small businesses. We pitched and secured media coverage in markets from New York and New Jersey to Alabama, Florida, and New Mexico, and inserted CEA experts into the existing conversation.
RESULTS: In five months between September 2019 and January 2020, Proof Strategies generated nearly 100 earned media placements, almost 20 per month, for the Consumer Energy Alliance, amounting to more than 80 million impressions. Opinion pieces authored by CEA leadership were published in Morning Consult, Newsday, The Charlotte Observer, Newark Star-Ledger, The Columbus Dispatch, The Pittsburgh Post-Gazette, Minneapolis Star-Tribune, South Florida Sun-Sentinel, Albuquerque Journal, Raleigh News & Observer, Tampa Bay Times, Virginian Pilot and more. Proof Strategies also developed relationships with key energy reporters from the Associated Press, USA Today, Bloomberg, and others. The hyper-local approach ensured that consumers and key stakeholders were reached with messages that spoke to the heart of the issue: Energy costs money, and money is a finite resource. Using both renewable and fossil fuels until 100% renewable energy becomes available is a necessary burden.
Contact:

Bryson Hull

HBW Resources

1666 K St NW, Washington, DC 20006

202-657-2855

Received by NSD/FARA Registration Unit 12/30/2022 5:52:09 PM

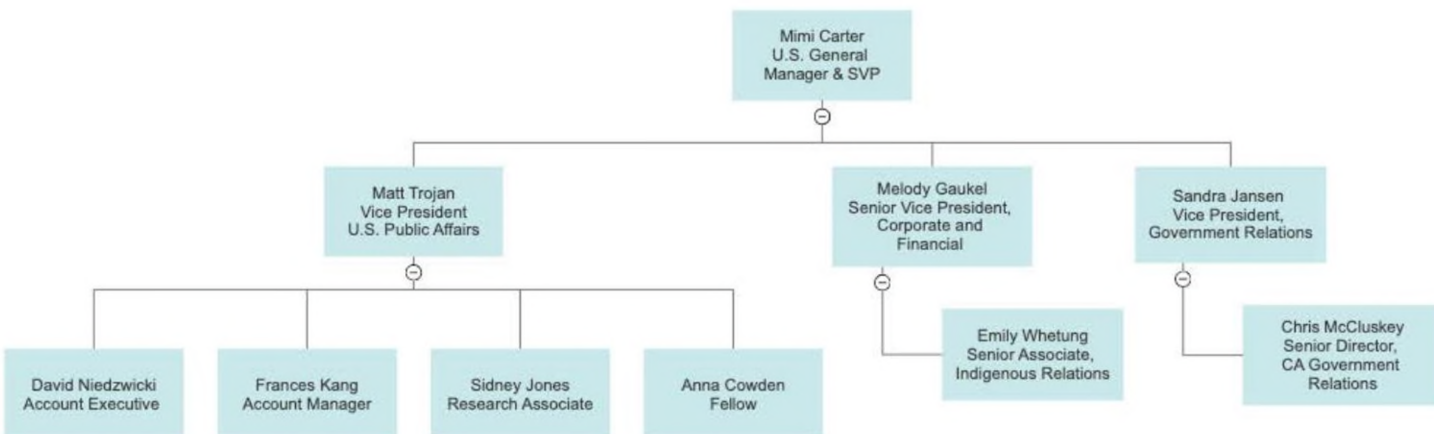
Client: FINCA Impact Finance
Key Tactics: Executive Thought Leadership
CHALLENGE: FINCA Impact Finance (FIF), a global microfinance institution that works to provide access to underserved communities, needed to amplify its brand and the innovative leadership of President and CEO Andrée Simon, one of the few female leaders in the financial services industry.
SOLUTION: Proof developed a comprehensive and proactive media outreach plan to increase the organization's profile, with a focus on Andrée's thought leadership and the innovations of the organization's fintech solutions. Proof first developed key messages and identified media stakeholders to customize pitches and reach a broad scope of reporters. Proof conducted outreach to the financial, policy, and business press while highlighting the transitional changes at FIF and incorporating a trendspotting strategy to monitor developments in emerging markets.
RESULTS: Proof's tailored approach resulted in a large number of substantive media mentions across a diverse set of outlets: ● Media opportunities in numerous banking and financial publications, amounting to a total of 8.2 million impressions ● Placement of an op-ed by Andrée Simon in International Banker ● Features on Andrée in business-focused podcasts, including a mention as one of Bank Innovations' top executives. ● Coverage including Financial Times, Euromoney Magazine, ImpactAlpha, CFO Magazine, Bank Innovation, Washington Business Journal, Financial Advisor Magazine, American Banker, Authority Magazine and ForbesWomen, among others.
CONTACT: Seth Spiro Tyndall Federal Credit Union 838 S Tyndall Pkwy, Panama City, FL 32404 850-630-9659

END FORM E

Form F

ORGANIZATION

Attach or indicate below, the proposed organizational structure of the Proponent to meet the requirements identified by NWMO, including the names of individuals or positions.



Form G

KEY PERSONNEL AND OTHER SUPPORTING PERSONNEL

Attached the names of the key personnel and the titles of other supporting personnel that the Proponent proposes to use and identify the nature of the work that each such individual would be responsible for in providing the services. Also, attach résumés for each of those key individuals, including all relevant qualifications and experience.

Name	Title	Role/Responsibility	% Level of Efforts on this project.	Resume Attached (✓)
Mimi Carter	U.S. General Manager & SVP	Strategy, Budget and Department of Justice Requirements	15%	✓
Matt Trojan	Vice President	U.S. Government Liaison and Strategy	15%	✓
Melody Gaukel	Senior Vice President, Corporate and Financial	Corporate Liaison and Strategy		**
Chris McCluskey	Senior Director, Government Relations	Canadian/Transboundary Liaison	4%	**
David Niedzwicki	Account Executive	Account Manager	37%	✓
Frances Kang	Project Manager	Project Manager	7%	✓
Sidney Jones	Research Associate	Writer, Research, Content Provider	15%	✓
Emily Whetung	Senior Consultant	Indigenous Affairs	*	**
Sandra Jansen	Vice President	Former MP, Indigenous	4%	**
Anna Cowden	Fellow	Research, Tactical Support	4%	**

*The team will shift the level of effort from one staff to another to conserve budget.

**The U.S. team has included their resumes. Please advise if additional resumes are required.

Mimi Carter

(571) 218-0951 · mimicarter01@gmail.com
http://www.linkedin.com/in/mimicarter

Communications Executive

Global Communications, Media Relations & Multi-Channel Marketing leader driven by purpose and values.

- **Purpose-driven, collaborative leader** across departments and organizations. Integrates ESG, CSR, and DEI initiatives into operational frameworks to ensure a lasting, positive impact.
- **Multi-channel marketing, communications, and spokesperson** for national brands, mitigating risk for favorable outcomes through transformation and crisis situations. Thought leader and storyteller adept in reputation management and stakeholder/media relations.
- **Engaging speaker and trusted advocate** who influences and advances mission-critical narratives. Accelerates change with connections, partnerships, and influence across multiple sectors.
- **Discerns needs and infuses value,** leveraging data to inform sound decision-making. Attracts positive attention and engagement through marketing and communications campaigns, events, and experiences.
- **Designs high-traction engagement and communications plans,** messaging, branding, content creation, digital marketing, advertising, lead generation, partner marketing, and sponsorships that align with organizational values, mission, and vision.

LEADERSHIP STYLE	Bringing order and positive outcomes by setting high expectations. Focusing on results, improvement, and meaningful contributions.
MISSION STATEMENT	Making the complex clear. Giving voice to the voiceless. Making the unseen seen. Empowering people and organizations to be better and do better.
VISION	Delivering robust communications informed by multi-level stakeholders and communities.
VALUES	Authenticity · Mission-Driven · Inclusivity · Empathy · Integrity

EXPERIENCE

PROOF STRATEGIES — Washington, D.C.
Senior Vice President & U.S. General Manager — April 2016 to Present
Vice President — May 2015 to April 2016

Lead U.S. office for Canadian full–service communications agency with global clientele, including Bumble, Google, and Fairmont Hotels. Design and manage perception, reputation, stakeholder, and policy change campaigns for select group of leading international companies and not-for-profits.

- **Increased positive perception in the U.S. by 8%** as measured by sentiment analysis by creating and leading national perception campaign for State of Qatar and its U.S. Embassy.
- **Directed earned media campaign for Brady Campaign** (to Prevent Gun Violence) and served as national spokesperson during largest mass shooting in U.S. history in Las Vegas, November 2017.
- **Created new company name and led U.S. rebrand/repositioning** from Environics to Proof Strategies in 2018.
- **Planned, directed, and implemented crisis communications initiatives** for top clients, including Mastercard Foundation, Call2Recycle, National Quality Forum, and more.
- **Increased U.S. office revenue up to 18% by securing top accounts** for the D.C. office, including Mastercard Foundation, Embassy of Qatar, and CenturyLink, plus numerous trade associations.
- **Steered 18-month turnaround** that delivered positive revenue within 12 months through improved client account management, systems implementation, metrics reporting, professional development, retention benefits, and performance review program.
- **Rebounded budget by $1M** from previous year by guiding financial management to address Covid recovery.
- **Landed the largest contracts in company history,** generating dramatic revenue growth.

Mimi Carter

(571) 218-0951 · mimicarter01@gmail.com

NATIONAL GALLERY OF ART — Washington, D.C.
Senior Communications Consultant — August 2014 to May 2015

Served one-year special appointment as consultant to senior communications teams at George Washington University and NGA to ensure a smooth transition after merger with Corcoran Gallery of Art in 2014.

- **Designed and led post-M&A communications initiatives,** including strategic planning and execution across advertising, email marketing, and social media regarding transition, acquisitions, and exhibitions of Corcoran collection.
- **Steered integration of multidisciplinary, cross-organizational initiatives** with stakeholders, including boards, curators, and staff. Incorporated Corcoran Gallery exhibitions, education, and outreach activities with existing NGA initiatives.

CORCORAN GALLERY OF ART, CORCORAN COLLEGE OF ART + DESIGN — Washington, D.C.
Vice President, Marketing & Communications | National Spokesperson — June 2012 to August 2014

Directed digital and earned media marketing team to direct outbound marketing, social media, e-commerce, web, and design for both the gallery and college. Managed $1.4M budget leading integrated communications plans, both internal and external, to realize goals for membership and development.

- **Attained 88% positive/neutral sentiment through crisis communications.** Served as lead spokesperson on institutional issues, creating and leading messaging strategy.
- **Increased gallery attendance by 10%** and increased institutional revenue through improved digital outreach, digital asset improvement, social media advertising, and national and corporate partnerships.
- **Created engaging signature experiences increasing revenue** through partnerships with key brands such as Princess Cruises to increase youth engagement.

EPILEPSY FOUNDATION OF AMERICA — Alexandria, VA
Interim Director of Communications — 2010 to 2012

Led large-scale, national projects, including awareness campaigns for National Walk and Get Seizure Smart. Planned communications for complicated funding proposals for the Center for Disease Control's multimillion-dollar grant program. Served as national spokesperson and managed e-commerce with accompanying email marketing.

- **Led 2012 national communications strategy,** including social media, e-commerce, and media relations.
- **Generated 50% increase in new website visitors** from social media properties by creating integrated communications platform and coordinated messages across all platforms, including e-commerce, web, social, and earned media.
- **Created, wrote, and executed design of corporate marketing packages** for partners.

VIRILION (NOW REQ) — Washington, D.C.
Marketing Director & Publicist — 2005 to 2009

Built recognition for the organization by planning and executing strategic communications and media campaigns, laying the foundation for long-term success and future acquisition attention.

- **Secured more than 200 media placements,** including The Washington Post, Washington Business Journal, The New York Times, and The Chronicle of Philanthropy.
- **Booked over 45 speaking engagements** for c-level leaders.
- **Received 20 awards in digital communications** for the firm.

OFFICE OF EARLY CHILDHOOD DEVELOPMENT, **Program Manager,** 2004 to 2005
DUMBARTON ARTS & EDUCATION, **Director of Marketing,** 1995 to 2004
ASSOCIATION OF PERFORMING ARTS PROFESSIONALS, **Associate Editor,** 1992 to 1995
U.S. DEPARTMENT OF EDUCATION, OFFICE OF PRIVATE SECTOR INITIATIVES, **Political Appointee,** 1989 to 1991
BUSH/QUAYLE 1988 PRESIDENTIAL CAMPAIGN, PRESS OFFICE, **Assistant to Press Secretary**
OFFICE OF U.S. SENATOR JOHN WARNER, **Intern,** 1987 to 1988

Mimi Carter

(571) 218-0951 * mimicarter01@gmail.com

EDUCATION

AMERICAN UNIVERSITY, **M.A., Journalism and Public Policy,** 1994
GEORGE WASHINGTON UNIVERSITY, **B.A, American Literature**, 1988

PUBLICATION

Insider's Guide to Quality Childcare in Greater Washington: Detailed Descriptions of 42 Accredited Centers in DC, MD & VA

SELECT SPEAKING ENGAGEMENTS

2021 COMMSFEST — *Speaking Truth to Power: Why Purpose-Driven Communications is More Important Than Ever*
2021 D.C. COMMUNICATORS — *Looking Back at 2020: Did We Back Equity with Action?*
2020 D.C. COMMUNICATORS — *Measuring Magic: How to Effectively Measure and Communicate Social Impact*
2020 D.C. COMMUNICATORS — *Conversation on Corporate Advocacy and Social Change with Lisa Borders*
2019 PR SUMMIT D.C. — *Ready, Fire, Aim! How (Not) to Plan Your Next Video*
2019 GOODWILL INDUSTRIES SUMMER CONFERENCE — *Power of Podcast - What to Know Before You Launch*
2017 D.C. COMMUNICATORS — *Earned Media: Good, Bad, and Lucky*
2016 PR SUMMIT D.C. — *Impact of Convergence on Public Relations and Public Affairs*

AFFILIATIONS

CHIEF — Network for Women Executive Leaders, **Founder of D.C. Chapter, Member** (2021 to Present)
INTERNATIONAL ASSOCIATION OF BUSINESS COMMUNICATORS, **Member** (2022 to Present)
PR COUNCIL — Network of Independently Owned Agencies, **Member** (2020 to Present)
WASHINGTON WOMEN IN PR, **Member** (2017 to Present)
PUBLIC RELATIONS SOCIETY INTERNATIONAL, NATIONAL CAPITAL AREA, **Member** (2015 to Present)

VOLUNTEER

DUMBARTON ARTS & EDUCATION, **Board Member** (2012 to Present)
D.C. COMMUNICATORS, **Founder, Member** (2013 to Present)
6000+ member networking group focusing on emerging communications strategies, as well as social impact, equity, diversity, and inclusion.
WESTSIDE CLUB AL-ANON, **Member** (2021 to Present)
WETA (NPR Local Station), **Member** (2008 to Present)
COMMUNITY ADVISORY COUNCIL, **Member** (2009 to 2018)
ALEXANDRIA CITY SCHOOL BOARD, **Elected Board Member** (2009 to 2012)
ALEXANDRIA LACROSSE CLUB, **Coach and Board Member** (2010 to 2014)
SXSW, **Interactive Panel Liaison** (2011, 2012)
HUFFINGTON POST, **Education Blogger** (2009 to 2010)

MT

Matthew Trojan

Washington, D.C. • (202) 494-9246 • mmtrojan@gmail.com • LinkedIn

STRATEGIC COMMUNICATIONS DIRECTOR – PUBLIC POLICY EXPERTISE

- Director of Communications with track record of advancing organizations' public policy goals, building client reputation among target audiences, and influencing public narratives about key issues.
- Over decade of experience leading integrated campaigns and public relations (PR) efforts. History of advising C-suite executives of Fortune 1,000 companies, federal agencies, and political candidates.
- Strategic manager who aligns policy landscape and public opinion research with communications strategy. Proven ability to deliver persuasive messaging and simplify complex policy issues.
- Dynamic relationship-builder with contacts in national media including traditional print, online media, broadcast and cable TV, and radio. Experience conducting high-stakes, daily press engagements.

CORE COMPETENCIES

Communications Strategy • Public Relations • Media Strategy • Pitching • Messaging • Integrated Campaigns • Client Engagement • Account Management • Project Management • Media Relations • Business Development • Public Policy • Government Affairs • Earned Media • Advertising • Public Opinion Research • Crisis Communications

PROFESSIONAL EXPERIENCE

PRINCIPAL – *Paceline Communications, LLC* 2020 – 2021; Washington, D.C.
Founded and manage a boutique strategic communications firm that advises clients in the public and private sectors. Areas of focus include paid and earned media strategy, crisis communications, public policy communications, and issue advocacy. Manage project teams and oversee the lifecycle of project planning and execution. Lead communications engagement with major organizations on behalf of clients.

- Design and oversee the execution of a public education campaign on behalf of a major U.S. Federal Government organization. Review content and provide strategic counsel on messaging, tactics, and overall execution. Campaign is promoted across government channels.
- Manage third-party engagement on behalf of client, including coalition development and outreach, and facilitate coordination and planning.

SENIOR DIRECTOR, STRATEGIC COMMUNICATIONS – *Subject Matter* 2019 – 2020; Washington, D.C.
Designed and executed integrated strategic communications campaigns for six clients including Fortune 1,000 companies, national non-profits, and health care research and advocacy organizations. Managed project teams. Worked with firm leadership and creative, content, digital, and advocacy teams. Prepared C-suite executives for media appearances. Established relationships with reporters and pitched stories to news media. Authored communications plans and strategies, press releases, talking points, and message frameworks.
Select Accomplishments:

- Generated positive press coverage that boosted morale and reputation of Fortune 1,000 financial services company. Created communications strategy and secured interviews with company's president that were featured in *USA Today* and *Yahoo! Finance* and spotlighted company-wide by headquarters.
- Grew public awareness of research initiatives and policy priorities of national maternal and infant health advocacy non-profit by securing press interviews for non-profit's Chief Medical Officer and 12+ stories highlighting research in outlets including *CNN*, *POLITICO*, *BuzzFeed*, and *ABC's Good Morning America*.
- Bolstered efforts of city of Alexandria, Va. to attract new businesses to city. Designed and executed communications strategy that secured stories on public-private partnership in *Washington Post* and *Insider*. Advised partnership in pivoting to virtual event environment during COVID-19 pandemic.
- Grew early-stage market interest in innovative COVID-19 test developed by biomedical institution in collaboration with Fortune 500 company. Counseled leadership on media roll-out of new test. Secured press coverage in top regional outlets and interviews with researcher at *CNN* preceding FDA approval.

CONSULTANT – *Deloitte & Touche* 2017 – 2019; Rosslyn, Va.
Led multi-faceted strategic communications plans for high-stakes federal government clients. Advised senior government officials. Managed day-to-day client relations, project deliverables, and deadlines.
Select Accomplishments:

- Led design and execution of multi-faceted internal strategic communications plan to report major security risks that targeted 60,000+ U.S. government employees for large federal agency.
- Selected by senior leadership to prepare firm for 2020 presidential transition of power. Analyzed public policy positions of presidential candidates and advised leadership on business implications of policies. Collaborated with lobbyists to convey public policy landscape ahead of 2020 election.

COMMUNICATIONS DIRECTOR – *Colin Van Ostern for Governor* 2016; Manchester, N.H.
Led communications and PR department for $12M+ gubernatorial campaign. Served as campaign's primary spokesman. Provided on-the-record statements to state and national print, TV, online, and radio news outlets. Drafted candidate's statements and talking points. Prepared candidate for debates and media appearances. Managed communications staff. Directed day-to-day communications operations.
Select Accomplishments:

- Bolstered candidacy by securing positive stories about candidate in all of New Hampshire's daily newspapers as well as national outlets including *Boston Globe*, *POLITICO*, *NPR*, and *National Journal*.
- Drove candidate to win Democratic nomination for governorship. Defeated well-funded primary opponent through proactive, strategic communications strategy. Positioned candidate as thought leader and leveraged his policy platform to shape overall narrative and coverage of race.

STRATEGIC COMMUNICATIONS CONSULTANT – *Sole Proprietor* 2015; Washington, D.C.
Delivered full suite of communications and PR services to meet strategic imperatives of clients including labor organizations and environmental advocacy groups. Engaged reporters, pitched stories, and shaped coverage of clients' public policy priorities. Drafted press releases, rapid response materials, and media advisories.
Select Accomplishments:

- Gained repeat business from multiple clients due to quality and impact of consulting work.
- Secured positive coverage in major state news outlets of American Federation of Labor and Congress of Industrial Organizations (AFL-CIO) summit featuring Member of Congress and labor group's president. Received positive feedback from client for coverage.
- Increased positive press coverage of President Obama's Clean Power Plan (CPP) in trade publications including *E&E News*. Advised environmental organizations on PR effort to bolster awareness of CPP.

RESEARCH DIRECTOR – *Independent Expenditure* 2013 – 2014; Washington, D.C.
Oversaw research department for Democratic Congressional Campaign Committee's (DCCC) Independent Expenditure (IE). Led production of opposition research for $67M worth of advertisements, reaching 39 congressional districts. Reviewed all ads and issued final approval. Managed and mentored 15 researchers.
Select Accomplishments:

- Completed vetting of policy positions of candidates for Congress. Led production of 64 comprehensive opposition research books and 100+ background documents in 18 months.
- Shaped narratives of targeted congressional races by authoring and reviewing rapid response documents distributed to media, which gained local, state, and national press coverage.
- Promoted from DCCC's Deputy Research Director to Research Director of DCCC's IE during election cycle.

PREVIOUS POSITIONS as **RESEARCH DIRECTOR & STRATEGIC COMMUNICATIONS ADVISER** at *Heidi Heitkamp for U.S. Senate*, **SENIOR RESEARCHER & STRATEGIC COMMUNICATIONS ADVISER** at *U.S. Chamber Watch*, **RESEARCH DIRECTOR** at *Clean Energy Works*, and **RESEARCH ASSOCIATE** at *Democratic Senatorial Campaign Committee (DSCC) IE*.

EDUCATION

BACHELOR OF ARTS IN INTEGRATIVE STUDIES, CONCENTRATION IN LEGAL STUDIES
George Mason University Fairfax, Va.

Matthew Trojan • mmtrojan@gmail.com • (202) 494-9246

David R. Niedzwicki

637 Otis Pl NW, Washington, DC · 267-403-1315 · David.Niedzwicki@gmail.com
www.linkedin.com/in/drn

PROFESSIONAL EXPERIENCE

Proof Strategies, Washington, DC — **October 2021 - Present**
Account Executive (Jan 2022 - Present)
Fellow (October 2021 - December 2021)
- Drafted research memos, media activity reports, speaking submissions, blog posts, press releases, op-eds, and Letters to the Editor
- Developed and implemented communications plans and campaign strategies
- Pitched top tier, trade, regional, and broadcast outlets to secure client media coverage

The Charles Group, LLC, Washington, DC — **September - December 2020**
Policy Intern
- Conducted research, monitored legislative activity, and drafted reports for public sector clients in national security, foreign policy, and aerospace sectors

Delaware County Democratic Committee, Media, PA — **July - August 2020**
Intern
- Supervised volunteers, conducted donor outreach, and coordinated with local campaigns for 2020 election cycle

Office of U.S. Congressman Brendan Boyle, Philadelphia, PA — **June - August 2018**
Intern
- Acted as liaison with federal agencies on behalf of constituents, working with federal agencies to resolve constituent issues related to visa, Green Card, and employment authorization applications

Perelman School of Medicine, University of Pennsylvania, Philadelphia, PA — **May - August 2017, June - August 2016**
Research Assistant, Laboratory of Karin Eisinger, PhD
- Planned and conducted cancer research experiments in sarcoma cells, focusing on epigenetics and circadian rhythm

EDUCATION

Dartmouth College, Hanover, NH — **June 2021**
Bachelor of Arts, majors in Economics and Government — **GPA 3.7/4.0**

The Haverford School, Haverford, PA — **June 2017**
Graduated in top 10% of class

ACTIVITIES

Nelson A. Rockefeller Center for Public Policy, Hanover, NH — **September 2020 - June 2021**

2020-2021 Rockefeller Leadership Fellow

- Served as a fellow in a capstone lecture and discussion program for seniors who demonstrate on-campus leadership

SKILLS

Foreign Languages: Fluent French and Basic Spanish
Programming & Technology: Python, R, STATA, Sprout, Wrike, MS Office

FRANCES KANG

DIGITAL MARKETING

ABOUT ME

Creative, strategic, and detail-oriented digital marketer who offers strong communication skills and diverse experience in content strategy, project management, and business development. Team player who is capable of meeting deadlines and effectively managing project deliverables to support organizational growth.

CONTACT

ADDRESS :

14712 Carona Dr.
Silver Spring, MD 20905

EMAIL :

fdkang@gmail.com

PHONE NUMBER :

240-672-7707

CORE COMPETENCIES

Digital Marketing

Process Development

Workflow Optimization

Project Management

Programming & Initiatives

Business Development

EDUCATION

- **1999 - 2003**
  University of Chicago
  BA in Biology
- **2004 - 2005**
  Columbia University
  Biotechnology Program

RELEVANT EXPERIENCE

- **Marketing & Program Manager**
  Council of Korean Americans | August 2021 - July 2022

  - Created and monitored email marketing campaigns by copy editing, optimizing workflow, and ensuring user-friendly design
  - Collaborated with design firm, and web developers to manage SEO optimization, website content, and infrastructure
  - Managed CRM, automated workflows, list segmentation, subscriber growth, and maintenance
  - Managed content marketing calendar, digital media assets, and social media networks to meet programming objectives

Received by NSD/FARA Registration Unit 12/30/2022 5:52:09 PM

TECHNICAL SKILLS

HubSpot

Zoho CRM

Neon CRM

Google Workspace

Microsoft Office Suite

Adobe Creative Suite

Zoom

WordPress

CERTIFICATION

HubSpot Academy - Digital Marketing

ISO Certification Training

REFERENCES

Ruth Song
Director of Business Development
BBB National Programs
(202) 520-8376
ruthsmarcomm@gmail.com

Chris Tsou
Video Editor
(202) 360-8100
chris.tsou@gmail.com

- Reported on social media KPIs, website analytics, and insights on content marketing
- Oversaw video production, and editing for live broadcasts, recorded webinars, and online content
- Collaborated with Director of Development to establish marketing strategy, integrate key verticals, and implement donation/fundraising CTAs
- Participated in strategic planning for programming and initiatives, community engagement, and events

- **Program Facilitator**

  Council of Korean Americans | March 2021 - July 2021

  Organized and led IgniteNextGen virtual leadership development program for college students, recent graduates, and young professionals, managed marketing campaigns, recruited national speakers, and hosted career seminars and workshops.

- **Podcast Producer**

  Council of Korean Americans | April 2021 - June 2021

  Delivered podcast audio editing, mixing, and clean-up; drafted and published show notes, edited transcriptions, and distributed across social media platforms

LANGUAGES

- **English**
  Native Fluency
- **Korean**
  Proficient

Sidney Jones

(828) 429-5857 • sidneydjones@gmail.com

EDUCATION

Converse University, *Spartanburg, SC* August 2013 – December 2016

- Bachelor of Arts in Political Science and History

Bard Globalization and International Affairs Program, *New York, NY* Summer 2015

- Participated in a dual academic and internship program in New York City
- Received Certificate of Intensive Study in Globalization and International Affairs from Bard College

EXPERIENCE

Information Analyst, C&O Resources November 2021 – Current

- Collected information and research from selective US print and media news outlets twice daily and sent to C&O clients
- Prepared information reports on issues of concerns to clients found in key US media outlets
- Monitored federal press releases and briefings
- Supported senior staff in producing strategic analysis focused on the Middle East

Public Diplomacy Researcher, The Embassy of the State of Qatar February 2020 – February 2021

- Strengthened relations with key stakeholders to increase Qatar's soft power in the United States
- Created initiative pipeline to review and approve proposals based on the Embassy's strategic goals and communicated directly with partners
- Tracked initiative statuses and followed up with partners as needed to ensure success
- Prepared in-depth briefs on Embassy engagements for senior leadership
- Integrated Nutshell technology in order to streamline a contact database for the department
- Coordinated meetings between partners and department leadership
- Managed and coordinated meetings between senior leadership and partners

Student Programs Coordinator, National Council on U.S.-Arab Relations July 2017 – February 2020

- Planned, organized, and facilitated over 25 Model Arab League conferences in the U.S. each year
- Monitored and advised over 2,500 students annually through Model Arab League program
- Administered the annual Summer Internship Program (SIP) for 25 students by placing students in 10- week internships at various NGOs
- Organized 20 academic lectures, and arranged 10 site visits to embassies, U.S. government organizations, non-government entities, and cultural sites for SIP
- Coordinated international study visits to the Middle East for students and college professors, selected participants, and procured visas
- Escorted international delegation to meetings with diplomats and government officials while in-country
- Oversaw the delegation's post-visit academic projects
- Assisted with hiring and directly supervised Student Programs staff and interns
- Recruited and directed volunteers for the 2017, 2018, and 2019 Arab-U.S. Policymakers Conference, along with providing logistical support for the conference
- Liaised with Arabic language program partners in Morocco and Lebanon to promote programs and select students

Programs Intern, Global Citizen Summer 2015

- Assisted in research and partner outreach to rebrand the *Live Below the Line* campaign
- Contributed to coordination, logistics, and event production of the Global Citizen Festival Launch Party
- Managed customer service inquiries to ensure a positive relationship between Global Citizen and Festival attendees
- Oversaw communication between Two Tickets Artist Managers and Rewards winners
- Drafted social media copy for Global Citizen, NGO partners, and Global Citizen Two Tickets Artists

Form H

SUBCONTRACTORS AND SUPPLIERS

Indicate below the full legal names and addresses of each subcontractor (including suppliers) that the Proponent proposes to use under the Agreement. Indicate the services that each subcontractor would provide.

Subcontractor Name	Address	Portion of Work/Scope (%)	Relationship & Services to be provided for this contract.
Eman Quotah	14510 Woodcrest Drive Rockville, MD 20853	<5%	Writing
German Wegbrait	15424 S 36th Place Phoenix, AZ 85044	<5%	Design
Zane Huggins	550 Beechurst Ave. Morgantown, WV 26505	<5%	DIgital
Katrina Velasquez	660 North Capitol Street NW, 7th Floor, Washington, DC 20001	<5%	Great Lakes Stakeholder Engagement
Douglas Baker	120 N. Saint Asaph, Alexandria, VA 22314	<5%	Federal Agency and Executive Branch Liaison, Republican Strategist

FORM I

SOFTWARE

Indicate below a description of the software (SW) intended to be used in fulfillment of the project. The SW capabilities including associated controls, number of years in use and user acceptance. User acceptance includes the description of acceptability (medium, high, excellent) of the software by the users; i.e., staff and clients.

Software Name	# Years in Use
LexisNexis- media monitoring tool Acceptability- medium	7 months
Newswhip Acceptability - medium	1 year
Muckrack Acceptability - High	2 years
Monday.com Acceptability - High	1 year

Form J

HEALTH, SAFETY, AND ENVIRONMENTAL PROGRAM

Please include copies of policies, procedures or forms to demonstrate the extent of the Proponent's Health, Safety and Environmental Program(s).

Please give the following data for the past three years:

	2019	2020	2021
Number of lost workday cases:	0	0	0
Number of restricted workday cases:	0	0	0
Number of cases with medical attention only:	0	0	0
Number of fatalities:	0	0	0
Total employee hours worked last year *(Do not include any non-work time, even though paid)*	0	0	0
Frequency = <u>Number of Lost Time Cases* x 200,000</u> Number of Hours Worked	0	0	0
Severity = <u>Number of Lost Time Day** x 200,000</u> Number of Hours Worked	0	0	0

***Lost Time Cases** are any occupational injury or illness which results in an employee being unable to work a full assigned work shift. That is, the employee is off from work (lost workday), or restricted in their job (i.e., no lifting, climbing, etc.) or transferred to another job (restricted days). As defined by OSHA, a fatality is not considered a lost time case.

****Lost Time Days** are the number of days away from work and the number of days of restricted work resulting from the work-related injury/illness.

Received by NSD/FARA Registration Unit 12/30/2022 5:52:09 PM

LOSS CONTROL

Do you have a program? ☐ Yes ☒ No

ENVIRONMENTAL PROTECTION

Do you have a program? ☒ Yes ☐ No

Name of Manager Responsible

David Whilliams

WORKPLACE VIOLENCE AND HARASSMENT

Do you have a policy? ☒ Yes ☐ No

(if yes, please provide a copy with this RFP)

*See next page for Workplace Violence Policy and Workplace Safety Program.

proof STRATEGIES

Proof Strategies

Workplace Violence Policy

and

Workplace Safety Program

June 2010

As of June 15, 2010, the *Occupational Health and Safety Act* requires employers in Ontario to assess the risks of workplace violence within their operations and put into place policies and programs to prevent, deal with and investigate workplace violence. This includes any potential domestic violence, as employers need to take reasonable precautions to protect workers from domestic violence that may threaten the workplace. These policies are required to be posted in a conspicuous location in the workplace and employees must be provided with information and instruction. Employers are also required to include materials on the policies in staff orientation and training.

Workplaces are defined under the *Occupational Health and Safety Act as "any land, premises, location or thing, at, upon, in or near which a worker works. Therefore, workplaces are more than offices, construction sites, stores or factories."* Customers, clients, patients, students, other employees, intimate partners or family members all can potentially hurt, threaten or harass workers on the job. Our workplace at Proof Strategies extends to any location where we conduct business and/or meet with clients or colleagues, including any activities associated with Proof Strategies occurring outside of regular business hours.

For Ontario workplaces subject to the *Occupational Health and Safety Act,* as of June 15, 2010, workplace violence is defined as:

- The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker;
- An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker;
- A statement or behaviour that is reasonable for a worker to interpret as a threat to exercise physical violence against the worker, in a workplace, that could cause physical injury to the worker.

Proof Strategies will take all reasonable steps to protect employees from all sources of workplace violence. Violent behaviour in the workplace is unacceptable from anyone. We have done an assessment of our workplace with the goal of identifying and controlling the risk of workplace violence. Based on this, we have created a *Workplace Safety Program* which outlines measures and procedures to help keep employees safe. The program also offers guidelines on how to report workplace violence so that we can investigate and address any incidents, complaints or threats of workplace violence in a timely and fair manner and take the appropriate action. Every employee must work in compliance with this policy and the supporting program.

Proof Strategies has also developed a safety plan to keep employees safe from domestic violence, which may threaten the workplace. It is important to be able to deal with each situation that may arise on a case-by-case basis and as such we ask you to contact a member of the Proof JHSC or your immediate manager for a confidential discussion around your specific situation and needs.

For more information contact:

A member of the Proof

Joint Health & Committee

Proof-JHSC@getproof.com

FORM K

CONTRACT/DELIVERABLE SCHEDULE

Indicate the contract schedule, listing key milestone dates for the Project, including submission of major deliverables. Describe the project management process and controls to be implemented for the Project to meet the schedule requirements. This may be submitted in Gantt Chart format.

7. Sample Project Schedule 4.5.1 for First Phase (to give more detail at this juncture would be premature based on political environment post election.)

Kickoff	Foundational Elements	Stakeholder Mapping	Content Creation	Additional Services
October	November	December	December/January (ongoing)	January/February
• Project kickoff • Scope refinement • Begin Interviews with some key stakeholders outlined by NWMO • Refine Message development re activation funnel assignment • Begin calendaring meetings and asset development • Continue Media and Legislative Monitoring	• Review Issues mapping post election • Update Message development • Meeting Prep and Event Brief Creation for November meetings • Arrange and coordinate needed meeting with key stakeholders • Continue Media and Legislative Monitoring	• Continue to Review and refine Stakeholder map • Begin planning for Great Lakes Events/Bus Tour • Create Great Lakes Stakeholder communications framework Plan • Meeting Prep and Event Brief Creation for December meetings • Arrange and coordinate needed meeting with key stakeholders • Continue Media and Legislative Monitoring	Development of tailored and targeted content for Great Lakes stakeholders: • Event briefs • Message documents • Asset Development • Arrange and coordinate meetings with Identified stakeholders • Consider joint Opinion Pieces in Great Lakes local press • Begin crafting Indgenous Community Outreach Plan based on lessons learned	• High-level U.S. counsel • U.S. Advisory Board formation (TBD) • Arrange and coordinate needed meeting with key stakeholders • Continue Media and Legislative Monitoring

Deliverable / Milestone	Date or Days from approval to proceed and deliver.
Project Schedule	1- 5
Bi-Weekly check-ins Meetings	ASAP
Monthly Accrual Tracking	ASAP
Weekly Status Reports and Meeting Minutes	ASAP
Daily Media Monitoring and Legislative Monitoring	ASAP
Calendar of Events and Content Development Schedule	1- 5
Message Development & Refinement	1-5
Review Issues mapping post-election	1-5
Arrange and coordinate needed meetings with key stakeholders	1-5
Continue to Review and refine GL Stakeholder map including: ● Begin planning for Great Lakes Events/Bus Tour ● Create Great Lakes Stakeholder communications framework Plan ● Begin crafting Indigenous Community Outreach Plan based on lessons learned	5-10
Meeting Prep and Event Brief Creation for December meetings	5-10

* Project management process and controls to be implemented for the Project to meet the scheduled requirements can be found in the attachment "Integrated Planning Process" pages 61 and 62.

FORM L

TAX AND WSIB INFORMATION

Indicate below the Proponent's:

1. Registration number for harmonized sales tax purposes under the *Excise Tax Act* (Canada), and
2. Proponent's Workplace Safety and Insurance Board number.

Attach copies of the Proponent's current Workplace Safety and Insurance Board clearance certificate.

Tax / WSIB Description	Registration Number
Business Number	881003412
WSIB- we do not have since coverage is non-mandatory	N\A

FORM M

INSURANCE

Indicate below the requested information about current insurance coverages maintained by or on behalf of the Proponent. Also, attach to this Form M a description of each insurance claim in excess of $100,000 made by the Proponent, or any subcontractor of the Proponent, in respect of services or goods provided by the Proponent in the last five years.

Type of Insurance	Name of Insurer	Policy Number	Amount Limits of Liability	Expiry Date
U.S. Business Owner	Hartford Insurance	31SBAIS9224	up to $4,000,000	05/03/2023
U.S. Workers Compensation	Hartford Insurance	31WECCN8054	up to $500,000	05/03/2023
Commercial General Liability	Northridge General Insurance Corp	CBC0640117	up to (CAD) $28,075,000	03/01/2023
Comprehensive Technology & Cyber Liability Package	Trisura Guarantee Insurance Company	TPL1013532	up to (CAD) $17,000,000	03/01/2023

CERTIFICATE OF LIABILITY INSURANCE

ISSUE DATE YYYY/MM/DD
2022/03/01

BROKER

PROLINK
Canada's Insurance Connection

PROLINK Insurance Inc.
2401-150 King Street, West
Toronto, ON M5H 1J9
Canada
PHONE: 416-595-7484 FAX: 416-595-1649

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Company A	Northbridge General Insurance Corp.
Company B	Trisura Guarantee Insurance Company
Company C	
Company D	
Company E	

INSURED'S FULL NAME AND MAILING ADDRESS
Proof Strategies Inc. & Agnostic Inc.
33 Bloor Street East, 10th Floor
Toronto, ON M4W 3H1
Canada

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	CO LTR	POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)	
COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCURRENCE ☒ PRODUCTS AND/OR COMPLETED OPERATIONS ☒ PERSONAL INJURY ☒ EMPLOYER'S LIABILITY ☒ TENANT'S LEGAL LIABILITY ☒ NON-OWNED AUTOMOBILE ☒ HIRED AUTOMOBILE	A	CBC0640117	2022/03/01	2023/03/01	EACH OCCURRENCE GENERAL AGGREGATE PRODUCTS - COMP/OP AGGREGATE PERSONAL INJURY EMPLOYER'S LIABILITY TENANT'S LEGAL LIABILITY NON-OWNED AUTOMOBILE HIRED AUTOMOBILE	$ 5,000,000 $ 5,000,000 $ 5,000,000 $ 5,000,000 $ included $ 1,000,000 $ 5,000,000 $ 75,000
AUTOMOBILE LIABILITY ☐ DESCRIBED AUTOMOBILES ☐ ALL OWNED AUTOMOBILES ☐ LEASED AUTOMOBILES ** ☐ GARAGE LIABILITY ☐ ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE					BODILY INJURY PROPERTY DAMAGE COMBINED BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$ $ $ $
EXCESS LIABILITY ☒ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM	A	CBC0640117	2022/03/01	2023/03/01	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 5,000,000
OTHER (SPECIFY) Comprehensive Technology & Cyber Liability Package	B	TPL1013532	2022/03/01	2023/03/01	Professional Liability (E&O) Media & Advertising Liability Network Security & Privacy Breach Event Services Policy Aggregate	$ 5,000,000 $ 5,000,000 $ 1,000,000 $ 1,000,000 $ 5,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)

CERTIFICATE HOLDER

Proof Strategies Inc. & Agnostic Inc.
33 Bloor Street East, 10th Floor
Toronto, ON M4W 3H1
Canada

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

AUTHORIZED REPRESENTATIVE

Per: M. Bajwa

Page 1 of 1

FJLYTHLM

Form N

DISPUTE RESOLUTION

Indicate below a description of each claim or other disputes in excess of $100,000 in which the Proponent was involved in the last five years for which any arbitration or court proceeding has commenced.

Dispute/Claim	Value	Status	Date
N/A	N/A	N/A	N/A

Form O

QUALITY ASSURANCE PROGRAM

Please describe how quality control is maintained in performance of the services.

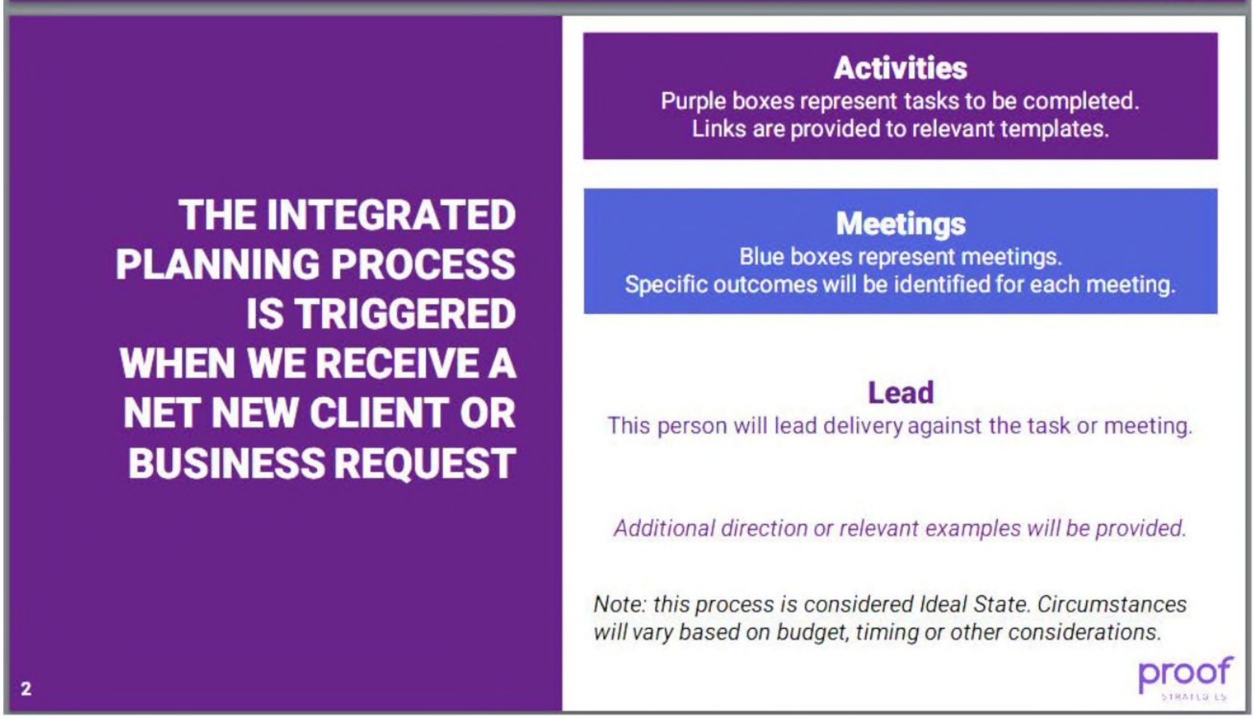
Attach or indicate below details of any quality assurance programs, policies, standards or procedures proposed to be used by the Proponent in performing the services. Include certifications or if not certified, provide a quality management system (or attach quality assurance manual), to demonstrate how you will ensure quality control during the conduct of the work.

Program/Standard	Certification	Date Certified	Attachment Provided
"Proof Strategies One Proof Integrated Planning Process"*			✓
Rick Massimo**	NA		✓

*These processes are used across the agency to certify quality assurance. We pride ourselves on providing the best team possible for our clients to achieve maximum results at the highest level of quality.

**Rick Massimo is our copy editor at PROOF STRATEGIES. He works for WTOP radio in Washington, D.C., as a copy editor and writer, and has proven a very effective quality assurance professional. We are happy to engage another process if required by this RFP, but we have found this system effective and budget-friendly for our clients.

Form O
LEGAL_1:59558291.3



ONE PROOF PLANNING PROCESS

Net New Client or Business Request
Field inbound requests; understand the objective and communication ask; identify knowledge gaps.
Refer to CLIENT BRIEF for guidance.

SVP/VP

1 Align
2 Discovery
3 Strategy
4 Planning
5 Develop
6 Deliver

Iterate & Execute
Revise plan per client feedback and move into execution.

3 proof STRATEGIES

1. ALIGN

Determine Best Team
Get clear on what skills and expertise are required and resource based on availability: Building Best Teams

Client Lead
Supported by relevant Leads

Internal Kick Off (25 mins)
Once staffed, review ask, establish R&Rs and set milestones: DRAFT Internal Kick Off Agenda

Client Lead
Core team to attend

Define Planning Road Map
DRAFT Initiate client/project onboarding process

Client Lead
supported by Account Team

4 proof STRATEGIES

2. DISCOVERY & RESEARCH

Parallel Path

Business Discovery Understand the business, brand and/or category using research tools as needed. Complete Research Brief for IIM if required.	**Client Lead** with support from coordinator, SMEs
Audience First Research Understand audience culture, perceptions, behaviours, needs and challenges.	**IIM** with support from Strategy
Findings (25 mins) Discuss potential patterns between audience needs, category gaps, culture and trends in order to translate into business opportunity.	**Strategy**

5

proof STRATEGIES

3. STRATEGY

Complete the Brief Feed insight and business opportunity into correct brief* Client signs off on brief.	**Strategy** with support from Client Lead
Internal Briefing Meeting (45 mins) Unified team understands the strategic opportunity and the end deliverable.	**Strategy** with support from Client Lead
Strategy + Tissues [external] Present brief with strategic vision to client.	**Strategy** with support from Client Lead

If we are the lead agency defining the strategy and creative, use Creative Brief.
Where the strategy is already defined by client or another agency, use Integrated Agency Team Brief.
When the ask is purely tactical, use the Content & Design Brief.

6

proof STRATEGIES

4. PLANNING

Ideation Potential approaches are generated to solve the brief: creative, digital, earned, paid, XM, content, etc.	**Delivery Teams**
Brainstorm (1 hr) Team shares ideas to find a unified opportunity with a strategic throughline.	**Client Lead + Strategy** with delivery teams

The Brainstorm stage may be skipped if Ideation occurs through online collaboration.

5. DEVELOP

Planning Tactical plan, creative concepts, narrative, and measurement approach are defined and fed into deck.	**Delivery Teams** Client Lead owns package
Validate Approach / Review Confirm tactics align to strategy and have continuity. Ensure weighting matches ask where applicable.	**Client Lead** Support from Strategy

Validating the Approach can also act as a first run-through of a presentation to get a feel for the flow.
Planning may have multiple iterations based on review feedback.

6. DELIVER

Rehearsal (1hr) Run through the presentation, timed. Have speaker notes drafted. If possible, include an observer(s) for feedback.	**Client Lead** supported by all presenters
Polish Implement changes based on internal feedback Presentation may be sent to designer and/or to Proofers for revisions.	**Client Lead** supported by Director, Production and others
Present **(or submit)**	**Client Lead** supported by relevant Leads
Final Solution Repeat steps as necessary based on client feedback If business is won, move to Onboarding Process.	**Client Lead**

9

proof STRATEGIES

Thank You

proof STRATEGIES

Rick Massimo

Writer and Editor

3731 39th Street NW, #A199 Washington, DC 20016
(401) 391-1287
RickMassimo64@gmail.com
www.RickMassimo.com

Narrative

I write and edit everything from blog posts to books. I began my professional writing career at The Providence Journal, where I worked first as an editor, then as an arts writer. While focused primarily on music, I wrote about many facets of the arts as well as science, history and other subjects, garnering awards for science writing, diversity in media and arts criticism.

In 2012, I moved from Providence, Rhode Island, to Washington, D.C., where I work as full-time writer and Senior Copy Editor for the website of WTOP, the top-rated news radio station in the D.C. area.

Books

I Got a Song: A History of the Newport Folk Festival, The Wesleyan University Press, 2017.

A Walking Tour of the Georgetown Set: Washington's Most Powerful Neighborhood, Lyons Press, 2016.

Essays

"Folk Heroes," Yankee Magazine, July 2019.

"Newport Folk Festival at 60: Making music, making history," *The Providence Journal*, July 25, 2019.

"Joan Baez," an appreciation of the folksinger's first album, the Library of Congress's National Recording Registry, 2018.

Awards

Fellowship from the D.C Committee on the Arts and Humanities, 2019.

Metcalf Foundation Award for Diversity in Media, 2012.

Arts and Entertainment, New England AP News Executives Association, 2012 third prize.

RI Press Association Awards, Best Science/Health Care Story, 2012, 2nd prize.

RI Press Association Awards, Best Arts Review, 2012, 3rd prize

New England AP News Executives Association, Best Feature Story, 2011, 3rd prize.

American Association of Sunday and Features Editors, Arts and Entertainment Commentary, 2005 honorable mention.

Additional Honors

Three internal Providence Journal writing awards and two other nominations.

Employment

Senior Copy Editor, WTOP, Washington, DC
April 2013-present

I write and edit for the Web site of WTOP, one of Washington's largest news radio stations. I prepare stories, photos and audio for digital publication; I write stories from reporters' radio scripts and audio, wire service reports and press releases; I handle breaking news, including distributing news across social media, and I write enterprise stories for the website centering on local history and the arts. I've also had some experience in on-air editing of audio and scripts.

Freelance editor
October 2014-present

I have been editing proposals and manuscripts through Georgetown University's Office of Scholarly Publications for authors ranging from the liberal icon Norman Birnbaum (*From the Bronx to Oxford and Not Quite Back*, New Academia Publishing 2018) to former NCAA basketball player Omari Faulkner (*Athlete For Life*, West 27th Publishing 2019). Projects have included trade and academic books and papers on subjects ranging from the history of the eugenics movement in the United States to the concept of the divine in Islam, from South Korea's demographic dividend to the history of a church in Northeast Washington, D.C.

Music and Feature Writer, The Providence Journal, Providence, RI
September 2003-September 2012

I covered all non-classical music for a daily newspaper with a circulation of 100,000. The job included concert and CD reviews; preview interviews with musicians of national and international stature; profiles of local musicians of interest, and the maintenance of a daily blog. The Journal being a relatively small, all-hands operation, I also researched and wrote feature articles on subjects including local history and science. I won awards for arts writing, science writing and diversity in media.

Copy Editor, The Providence Journal
January 1995-September 2003

Edited copy, wrote headlines and laid out pages for a daily newspaper in all departments, including state, local and international news, as well as sports, business and features.

Associate Editor and Co-Founder, The Nice Paper, Providence, RI
September 1989-January 1995

Wrote and assigned stories; managed content, reporters and columnists for a weekly arts and entertainment newspaper. Conducted preview interviews with touring musicians, covered local arts and entertainment news and edited the paper.

Education
Brandeis University
Master of Fine Arts in Playwriting, 1998

George Washington University
Bachelor of Arts in English Literature, 1986

FORM P

FINANCIAL STATEMENTS AND CORPORATE STRUCTURE

Attach, as Form P, audited financial statements for the Proponent's last three fiscal years. These financial statements must be for the Proponent that proposes to enter into the Agreement and not any affiliates of the Proponent. NWMO may ask for similar financial statements from any affiliate from whom NWMO may require a parental indemnity, or from other major subcontractors that may be performing the services. Alternatively, if financial statements are available on a website, please indicate the website address. Consolidated financial statements, however, are not sufficient.

In addition to the financial statements, the Proponent is to provide a corporate structure of the companies identifying how each company interrelates.

*Proof Strategies Inc. is a privately owned company and does not conduct an audit. We have operated for 28-years and are financially strong. Our independent account is available if you have questions. Please contact out corporate accountant, Brian Blosser, for his independent assurances of our financial health.

Contact: Brian Blosser, CPA, CGA, Blosser & Associates, 33 Bloor Street East, Suite 1005
Toronto, Ontario, M4W 3H1. Office 416-925-2567, Cell 647-504-2567. Brian@Blosser.ca

FORM Q

Vendor accepts all Buyer's Technical requirements for this scope of work?	Yes	✓
	No	
Vendor accepts all Buyer's Terms and Conditions** for this scope of work?	Yes	✓
	No	

If no, please include a table below with Vendor's specific exceptions to the Scope or Terms and Conditions by clause (including an explanation for each exception).

Please note that the proposal must enumerate all exceptions to the Terms and Conditions as they are defined in this RFP. A proposal which refers to any previous, mutually accepted exceptions to Terms and Conditions between the responding proponent and/or any named subcontractors and NWMO (e.g. by PO number) will not be accepted. The proposal must list each section number and the proposed changes to the contract language.

NUCLEAR WASTE MANAGEMENT ORGANIZATION SOCIÉTÉ DE GESTION DES DÉCHETS NUCLÉAIRES

proof STRATEGIES

PRICED PROPOSAL FOR RFP

RFP for American Public Affairs Agencies

RFP #: CBW-17-2022

Issue Date: Friday, July 29th, 2022

Submitted by: Proof Strategies

Toronto office address:

33 Bloor St. East, Suite 901. Toronto, Ontario M4W 3H1

Washington, D.C. office address:

1140 3rd St NE #317, Washington, DC 20002

Submission Date: August 31st, 2022

Closing Time: August 31st, 2022 **on or before 4:00:00 p.m. EST**

Closing Location: NWMO Reception, 4th Floor
22 St. Clair Avenue East, Toronto, Ontario, Canada M4T 2S3

SINGLE POINT OF CONTACT (SPOC) FOR THIS RFP:

Doug Stacey
Purchasing Officer
Phone: 416-402-0311

E-mail: procurement@nwmo.ca

Alternate Contact:
Ryan Robertson
Manager, Supply Chain
Phone: 647-259-3702

Received by NSD/FARA Registration Unit 12/30/2022 5:52:09 PM

FORM B

PRICING SUBMISSION FORM

1.0

As stated in the Evaluation Criteria, the Pricing Submission Form will account for **30%** of the total evaluation.

Each Proponent must submit a Proposal containing prices for the completion of the entire Project. The Pricing model will be Time and Material or hourly rate, for all the known work defined in the Scope of Work with pre-established time and materials rates for additional scope which is not specifically defined (and/or provide option pricing for additional quantities or work activities). The prices offered by each Proponent in its Proposal must include all applicable taxes and duties except Harmonized Sales Tax.

Each Vendor **must** include in its Pricing Submission a breakdown of the pricing information that will allow NWMO to understand how the pricing for each component of the services (and goods if applicable) as well as pre-establish time and materials rates for any work completed out of scope which is not specifically defined (and/or provide option pricing for additional quantities or work activities). In addition, a consolidated list of pricing assumptions shall be included with the detailed price breakdown, if any.

The Pricing Submission Form/section must be submitted with the proposal in a separate e-mail as specified in MS Word or Excel format.

NWMO will evaluate the Pricing Submission Form only after the evaluation of the Mandatory Criteria, where applicable, and the Rated Criteria. NWMO may, in its sole discretion, accept or reject any Proposal: (a) that does not have a Pricing Submission Form in a separate e-mail (and labeled as the Pricing Submission Form), or (b) that includes any material pricing information in the Proposal Submission Form.

***Priced Proposal is in CAD.**

*Please replace where necessary the Labour Classification to match your organization's job title.

Labour - Classification:	Hourly Rate ($/hour)	2022 Number of Hours/MONTH	2022 Estimate Labour ($)/MONTH	2023 Number of Hours/MONTH	2023 Estimate Labour ($)/MONTH	2024 Number of Hours/MONTH	2024 Estimate Labour ($)/MONTH
1) Senior Management - SVP	422	10	$4,220.00	10	$4,220.00	10	$4,220.00
2) Management - VP	312	31	$9,672.00	31	$9,672.00	31	$9,672.00
5) Technical - AE, Research	234	20	$4,680.00	20	$4,680.00	20	$4,680.00
6) Administration- Accounting, Account Management	208	50	$10,400.00	50	$10,400.00	50	$10,400.00
8) Admin. Support	150	20	$3,000.00	20	$3,000.00	20	$3,000.00
9) Students	85	5	$425.00	5	$425.00	5	$425.00
Total Labor:		136	$32,397.00	136	$32,397.00	136	$32,397.00
Non - Labour:			($)		($)		($)
Material and Supplies			0		0		0
Travel			0		0		0
Contracts			0		0		0
Facilities			0		0		0
Monthly Media Monitoring Tools			$300.00		$300.00		$300.00
Miscellaneous : FARA LEGAL FEES			$8,000.00		$8,000.00		$8,000.00
Total Non-Labour:			**$8,300.00**		**$8,300.00**		**$8,300.00**
Total Estimate for Work Package ($):			**$40,697.00**		**$40,697.00**		**$40,697.00**

Grand Total Estimated Contract Price: $42,265.00 + HST ($5,494.45)

Hourly Billing Rates

The Proponent will indicate in advance the hourly rate to be charged for personnel. The hourly rates will be all inclusive billing rates except for Harmonized Sales tax and no additional mark-up will apply to the rates.

The hourly rates that the Proponent would charge to NWMO for the services of the individuals engaged in the work with the following titles are set out in the table below (including personnel of any Subcontractor). The Proponent is to specify the roles to be used in performing the work.

The use of overtime hours on the work will be subject to NWMO's prior written approval. Overtime hours will be compensated at straight time hourly rates.

Name	Title	Level*	Role/Responsibility & Years of Experience	% level of effort on this project	Total Individual Staff Hrs for the project	2022 Hourly Rate ($)	2023 Hourly Rate ($)	Avg. Hrly Rate (CAD)	Blended rate (% level of effort x Avg.Hrly rate)
Mimi Carter	SVP - USA	Senior		7%	10	$422	$422	(CAD) 422	$4,220
Matt Trojan	VP- USA	Senior		15%	20	$312	$312	(CAD) 312	$6,240
Melody Gaukel	SVP - CA	Senior		1%	1	$312	$312	(CAD) 312	$312
David Niedzwicki	AE - USA	Intermediate		37%	50	$208	$208	(CAD) 208	$10,400
Sidney Jones	Research - USA	Junior		15%	20	$150	$150	(CAD) 150	$3,000
Chris McCluskey	VP - CA	Senior		4%	5	$312	$287	(CAD) 312	$1,560
Sandra Jansen	VP - CA	Senior		4%	5	$312	$305	(CAD) 312	$1,560
Frances Kang	AM - USA	Intermediate		7%	10	$234	$234	(CAD) 234	$2,340
Anna Cowden	Fellow- USA	Junior		4%	5	$85	$85	(CAD) 85	$425
Emily Whetung	Sr. Consultant -	Intermediate		7%	10	$234	$234	(CAD) 234	$2,340
TOTAL				100%	136				$32,397

*Notes:

Level to indicate status as per: Junior, Intermediate, or Senior role

Rates would only be chargeable for services of these individuals requested and approved in writing by NWMO. Charges will only apply to individuals directly engaged in performing the work. Individuals not indicated on the list above must be pre-approved by NWMO prior to engaging in the work.

END PROPOSAL