

**GOVERNMENT OF MANITOBA  
REQUEST FOR PROPOSALS  
FOR TRANSLATION SERVICES**

**Issued By:** Translation Services (Francophone Affairs Secretariat)  
**Issue Date:** April 5, 2019  
**Deadline:** May 24, 2019 (4:30pm CST)

**An electronic copy of your proposal should be submitted to:**  
[translation@gov.mb.ca](mailto:translation@gov.mb.ca)

## **A. INTRODUCTION**

### **1.0 Background**

Translation Services is a central branch of the Government of Manitoba mandated to provide translation, interpretation and terminology management services, in English and in French, to all departments, the Legislative Assembly, the courts, Crown organizations, Special Operating Agencies and other arm's-length entities in Manitoba. Types of documents to be translated include (but are not limited to) public information and website materials, press releases, reports, curriculum documents, service provider agreements, correspondence, legal and financial information.

### **2.0 Purpose and Scope**

The purpose of this Request For Proposal (RFP) is to solicit proposals from qualified proponents to provide English-to-French and French-to-English written translation services for the period from September 1, 2019 to August 31, 2020 with an option for renewal for one (1) year periods for two (2) subsequent years (the "Renewal").

Written translation services will be required on numerous but unspecified occasions throughout the year, and the services of more than one supplier will be required. Services are to be supplied on an "as needed" basis and subject to approved budgets. Manitoba does not make any representations or warranties as to the quantity of services that may be required.

Please refer to the blank contract at the end of this document for specific terms and conditions.

## **B. PROPOSALS**

### **1.0 Submission Address and Deadline**

One electronic copy of your proposal (including all elements set out in Section B 3.0 below) must be submitted to: [translation@gov.mb.ca](mailto:translation@gov.mb.ca).

Proposals must be received no later than 4:30pm CST on May 24, 2019.

Proposals, once, submitted, become the property of Manitoba. All Proposals will be kept in the strictest of confidence subject to such disclosure as may be required under the provisions of *The Freedom of Information and Protection of Privacy Act* or *The Personal Health Information Act*.

It is the proponent's responsibility to ensure that the proposal is received prior to the submission deadline.

## 2.0 Proposal Inquiries

Proponents are responsible for obtaining all information to understand the requirements of this RFP and submit all the necessary documents.

Please direct inquiries to:

Teresa Collins  
Executive Director, Francophone Affairs Secretariat  
204-945-7326  
[Teresa.Collins@leg.gov.mb.ca](mailto:Teresa.Collins@leg.gov.mb.ca)

## 3.0 Proposal Content

Proposals **must** include the following:

### A. *Qualifications*

The translator (or, in the case of a translation firm, at least one member of the project team) **must** possess a minimum of three (3) years working as a translator AND satisfy one of the following conditions:

- i. be a certified translator in good standing of a provincial or territorial professional association affiliated with the Council of Translators, Terminologists and Interpreters of Canada, or a member of the Ordre des traducteurs, terminologues et interprètes agréés du Québec AND possess demonstrated experience translating progressively complex documents without the need to be revised by a senior translator; **OR**
- ii. hold a post-secondary degree in translation AND possess demonstrated experience translating progressively complex documents without the need to be revised by a senior translator; **OR**
- iii. present proof that they have applied for certification and undertake to receive their professional certification within 24 months of the start of their contract AND possess demonstrated experience translating progressively complex documents without the need to be revised by a senior translator.

### B. *Experience*

- i. number of years of experience
- ii. specific experience in providing services comparable to those requested in this RFP within the last 3-5 years
- iii. key strengths, and areas of specialization
- iv. experience revising the work of other translators
- v. knowledge of the language requirements of Manitoba's francophone community
- vi. translation memory software used and ability to provide translations as a tmx. file or – preferably – an SDLXLIFF file

### C. *Translation Samples*

Please provide four (4) samples of recent translation of approximately 500 words each, including source and target documents and the date on which the translation was completed.

Please note: proponents will be asked to participate in a translation exam. A text of approximately 500 words will be sent by email to each proponent who meets the mandatory requirements (see below) in order to provide a comparable baseline for the evaluation.

*D. Pricing information*

Please complete the rate schedule attached as Appendix “A”.

*E. References*

Please provide contact information for up to three references for which translation services similar in scope, nature and complexity were completed.

*F. Status in Relation to Manitoba*

Please complete the Status in Relation to Manitoba Form attached in Appendix “B” to this RFP.

Note: Any situations, relationships or actions disclosed by the proponent will be reviewed during the evaluation. Manitoba reserves the right to disqualify any proposal if Manitoba, in its entire discretion, determines that an actual or potential conflict of interest exists.

#### **4.0 Mandatory Requirements**

- Proposals **must** be received prior to the submission deadline (Section B 1.0)
- Translators **must** meet the qualification criteria (Section B 3.0A)
- Proposals **must** include a signed Status in Relation to Manitoba form (Appendix “B”)

Proposals not meeting all the mandatory requirements will be disqualified and receive no further consideration.

## **C. PROPOSAL EVALUATION AND SELECTION**

### **1.0 Evaluation Process**

Proposals that meet the mandatory requirements of this RFP will be evaluated in accordance to the following criteria and corresponding values:

Quality of translation samples provided*	60%
Experience / Qualifications / References	25%
Price**	15%

All decisions on the degree to which a proposal meets the required criteria or on the score assigned to a proposal will be determined solely by Translation Services, and may not be appealed.

\*translation samples will be evaluated based on the following:

- No omissions and/or additions
- No errors in the target language
- No significant stylistic abuses (basic readability, no repetitions, pleonasms, etc.)
- No translation mistakes
- No inaccuracies
- No typographical errors or spelling mistakes

\*\*price will be evaluated based primarily on the regular word rate, with secondary consideration given to the hourly rate.

### **2.0 Acceptance of Proposals**

A minimum of fifteen translators / translation firms who score the highest when evaluated in accordance with the criteria identified above will be selected. An eligibility list for those proponents who score within 10 % of the lowest scoring translator/translation firm selected will be created. All proponents will be notified by email whether their proposal has been accepted definitively or not, and if they have been placed on the eligibility list. The eligibility list will remain valid until September 30, 2022.

### **3.0 Working with Translation Services**

During the Term and any Renewal, there is no guarantee of work for the selected translators. Work will be assigned based on the translator's availability and ability to meet required deadline, area of specialization, price, knowledge of the language needs of Manitoba's francophone community, and use of translation memory software.

**APPENDIX "A" TO RFP**

**2019/2020 RATE SCHEDULE**

Word rate (required)	
Hourly rate (ex. for updates or revision) (required)	
Rush rate* (optional)	
Minimum rate (optional)	
Volume discount (optional)	

\* Premium / Rush rate, if applicable, refers to any translation requests that fall outside of regular capacity (i.e. that require additional resources or extraordinary effort to meet delivery requirements).

NOTE: The Services are to be provided to Manitoba and are therefore not subject to the federal Goods and Services Tax. The federal Goods and Services Tax is not to be included or quoted in any rate, price or estimate, and shall not be included in any request for payment under any Agreement. Proponents are responsible for remittance of PST where applicable.

NOTE: Proponents working with a translation memory software are encouraged to provide staggered pricing based on % matches.

**APPENDIX "B" TO RFP**

**STATUS IN RELATION TO MANITOBA**

RFP for: Written Translation Services

RFP #: n/a

The proponent must submit this form with the proposal.

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/Province: \_\_\_\_\_

Telephone: \_\_\_\_\_

**Part 1: Disputes or Pending Disputes with Manitoba**

Do you or your proposed subcontractor(s) have any dispute or pending dispute with the Government of Manitoba?

Yes or No (circle the answer that applies to you)

If your answer is "Yes" please describe:

**Part 2: Monies owed to Manitoba**

Do you or your proposed subcontractor(s) owe any monies to The Government of Manitoba that are overdue, in arrears or otherwise delinquent?

Yes or No circle the answer that applies to you)

If your answer is "Yes" please describe:

**Part 3: Conflict of Interest**

Is there a conflict of interest or possible conflict of interest or perceived conflict of interest that would exist if you were to provide the Services either directly or through a subcontractor?

Yes or No or Not sure (circle the answer that applies to you)

If your answer is "Yes" or "Not Sure" please describe:

**Authorized representative**

\_\_\_\_\_  
*Printed name*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

## TRANSLATION SERVICES AGREEMENT

THIS AGREEMENT dated the \_\_\_\_<sup>th</sup> day of, \_\_\_\_\_

BETWEEN:

### THE GOVERNMENT OF MANITOBA,

as represented by the Minister responsible for Francophone Affairs  
(called "Manitoba")

– and –

### 'CONTRACTOR'

of 'Address'

(called the "Translator")

MANITOBA AND THE TRANSLATOR AGREE AS FOLLOWS:

### 1.0 DEFINITIONS AND SCHEDULES

1.1 For the purposes of this Agreement:

- (a) "Executive Director" means the Executive Director of the Francophone Affairs Secretariat, and includes any person designated by the Executive Director to act on the Executive Director's behalf;
- (b) "Professional translator" means a person who
  - (i) holds a bachelor's degree in translation or in a related discipline and is a certified translator in good standing with a provincial or territorial professional association affiliated with the CTTIC, or is a member of the Ordre des traducteurs, terminologies et interprètes agréés du Québec, or
  - (ii) holds a bachelor's degree in translation or in a related discipline and has at least five years of full-time experience in French/English translation, or
  - (iii) holds a bachelor's degree in translation or in a related discipline and has worked as a senior translator-reviser for the Government of Manitoba Translation Services Branch.
- (c) "Services" means English-to-French and French-to-English written translation services.
- (d) "Translated Material" means work produced by the Translator in response to a work Order.
- (e) "Work Order" means a document prepared by the Executive Director requesting Services from the Translator, including the documents or materials to be translated, the language



into which the documents and materials are to be translated, the time for delivery, any specific requirements respecting the Services and translations and the rate of payment for the Services requested in the Work Order.

- 1.2 All schedules are an integral part of this agreement. The Translator, when signing the Agreement, also agrees to abide by any terms and conditions set out in the Schedule(s).

## **2.0 TERM OF AGREEMENT**

- 2.1 This Agreement comes into effect on execution by the Translator and by Manitoba and continues in effect until August 31, \_\_\_\_\_ (the “Term”) unless terminated earlier by one of the parties under section 8.0 of this Agreement.
- 2.2 The Executive Director will advise the Translator, in writing, by August 1 in each of the subsequent two (2) years if Manitoba is willing to renew the Agreement for a following twelve-month period (the “Renewal”). If Manitoba indicates a willingness to renew the Agreement for the following twelve months, the Translator will submit an offer to the Executive Director by August 15. Manitoba may, in its sole discretion, accept or reject the offer to renew the Agreement.

## **3.0 SERVICES TO BE PROVIDED**

- 3.1 The Translator represents and warrants that:
- (a) the Translator and any professional translators for whom the Translator assumes responsibility possesses the necessary skills, expertise and experience to perform the Translation Services in accordance with the provisions of this Agreement; and
  - (b) the Translator understands Manitoba’s requirements under this Agreement and will be able to satisfy these requirements.
- 3.2 The Translator agrees that:
- (a) the Services shall be provided by the Translator, or other professional translators for whom the Translator assumes responsibility;
  - (b) the person or persons designated under clause 3.2 (a) shall devote the time, attention, abilities and expertise necessary to provide Services and properly perform the Translator’s obligations under this Agreement;
  - (c) all Services shall be provided by the person or persons designated under clause 3.2 (a) in a professional manner satisfactory to the Executive Director and shall be completed in accordance with the requirements and within the time limits set out in the applicable Work Order and in accordance with any additional or special instructions given by the Executive Director under clause 3.2 (g);
  - (d) all Translated Material provided by the Translator shall be of high quality, faithful to the substance and spirit of the original and shall be complete;

- (e) all Translated Material provided by the Translator will contain no grammatical errors, no typographical mistakes, no omissions and no significant distortion of the message;
  - (f) all translations to be provided by the Translator under this Agreement shall be in the language, format and medium described in the applicable Work Order and shall be satisfactory in form and content to the Executive Director; and
  - (g) the Translator shall comply with all additional or special instructions given by the Executive Director respecting the presentation, style and terminology to be used by the Translator with respect to all documents and material.
- 3.3 Where Manitoba requires Services from the Translator, the Executive Director shall submit a Work Order to the Translator. The Work Order will specify the rate payable for the Services, including whether any premium – rush rate is applicable. Upon receipt of the Work Order, the Translator shall provide the Services described in the Work Order and submit the Translated Material according to the terms and conditions set out in this Agreement.
- 3.4 Each Work Order is incorporated into and forms part of this Agreement.
- 3.5 The Translated Material shall be submitted to the Executive Director for approval. If the Executive Director determines that the Translated Material is not satisfactory, the Executive Director may, in the Executive Director's sole discretion, either:
- (a) reject the Translated Material and so advise the Translator, in which case the Translator is not entitled to any payment for the Services respecting the Translated Material and any amounts paid by Manitoba to the Translator respecting the Translated Material shall immediately be repaid by the Translator to Manitoba and such amounts are a debt due and owing to Manitoba, payable on demand; or
  - (b) correct or revise the Translated Material and reduce payment to the Translator in accordance with subsection 4.3.
- 3.6 The Executive Director may, at any time, by notice in writing require the Translator to cease providing Services pursuant to any Work Order. On receipt of a notice to cease work:
- (a) the Translator shall cease to perform any further Services respecting the document or material specified, and shall deliver to Manitoba any Translated Material (whether fully or partially complete) which has not been previously delivered, together with any materials and work in progress relating to the document or material;
  - (b) Manitoba shall pay, within 30 days of receipt and approval of an invoice and satisfactory supporting documentation, such compensation as the Translator may be entitled to receive for Services completed to the satisfaction of Manitoba and in accordance with this Agreement up to the date of the notice at the rate set out in the applicable Work Order;
- 3.7 The Translator shall provide written progress reports to the Executive Director in accordance with the applicable Work Order or at the request of the Executive Director.
- 3.8 The Translator shall comply with all reasonable directions and requests of the Executive Director or Manitoba.

#### **4.0 PAYMENT TO THE TRANSLATOR**

- 4.1 Subject to the terms and conditions of this Agreement, Manitoba shall pay the Translator for Services performed at the rates set out in Schedule “B” and the applicable Work Order, which rates are inclusive of all fees, costs and expenses.
- 4.2 Upon or after delivery of the Translated Material, the Translator will submit an invoice for payment together with:
- (a) supporting material (if supporting material is requested by the Executive Director); and
  - (b) the method used to calculate the number of words translated.
- 4.3 Upon receipt of the invoice Manitoba will review and make the following adjustments to the invoice:
- (a) if the Executive Director is dissatisfied with the method of calculation of the number of words translated, the Executive Director will undertake a count, and the Executive Director’s count is final and binding; and
  - (b) if the Translated Material is delivered after midnight on the agreed delivery date (unless prior arrangements have been made with the Translation Coordinator) the rate payable to the Translator, as set out in Schedule “B”, will be reduced by ten per cent (10%) per day, until the Translated Material is delivered satisfactorily to Manitoba; and
  - (c) if the Translated Material does not, in the Executive Director’s sole discretion, meet the standards established under section 3.0, the rate payable to the Translator will be reduced by \$70, and by an additional \$70 for every hour of work required to correct the Translated Material. The Translator acknowledges that this fee is a reasonable approximation of damages and shall be deemed to be liquidated damages and not a penalty.
- 4.4 Manitoba will issue an adjusted invoice to the Translator within 15 days after it receives the Translator’s invoice and will pay the adjusted invoice amount to the Translator within 30 days after Manitoba issues the adjusted invoice.
- 4.5 Manitoba may audit any amount claimed by the Translator before or after payment and any payment by Manitoba is considered an interim payment only, and the amount due to the Translator will be amended on the basis of the audit. Any overpayment by Manitoba is a debt due to Manitoba and the Translator will pay that amount on demand.

#### **5.0 CONFIDENTIALITY OF INFORMATION ETC. PROVIDED OR ACQUIRED**

- 5.1 While this Agreement is in effect, and at all times thereafter, the Translator and any officers, employees or agents of the Translator

- (a) shall treat as confidential all information, documents and materials provided by the Executive Director or by Manitoba, acquired or to which access has been given in the course of, or incidental to, the performance of this Agreement;
- (b) shall not, without first obtaining written permission from Manitoba,
  - (i) use, or permit to be used, the information, documents and materials described in clause 5.1(a) except for the proper performance of the Translator's obligations under this Agreement; or
  - (ii) disclose, or permit to be disclosed, to any person, corporation, organization or entity the information, documents and materials described in clause 5.1(a);
- (c) shall comply with any rules or directions made or given by Manitoba with respect to safeguarding or ensuring the confidentiality of the information, documents and materials described in clause 5.1(a);
- (d) shall return all information, documents and material described in clause 5.1(a) (including any documents or materials provided to the Translator for translation), and all copies, to Manitoba immediately at the request of the Executive Director or Manitoba; and
- (e) shall not use any work stored in a translation memory software database or sent as a translation memory package by Manitoba to the Translator for translating any documents other than those requested by Manitoba.

5.2 In addition to the requirements set out in subsection 5.1, the Translator shall comply with the requirements set out in Schedule "A" respecting collection, use, disclosure and protection of personal information. Schedule "A" forms part of this Agreement.

## **6.0 OWNERSHIP OF INFORMATION, DOCUMENTS AND MATERIALS PRODUCED**

- 6.1 All information, documents and materials, including (without limitation) all Translated Material and other materials, discovered, prepared, produced or provided by the Translator, or any officers, employees or agents of the Translator, in the performance of, or incidental to the performance of, this Agreement, and all intellectual property rights therein (including, without limitation, all copyright, patent and trade mark rights), shall be the exclusive property of Manitoba, and shall be delivered to Manitoba upon request.
- 6.2 The Translator hereby waives all moral rights under the Copyright Act (Canada) in the information, documents and materials described in subsection 6.1 (including, without limitation, all Translated Material) in favour of Manitoba, and agrees to execute any additional documents, in a form satisfactory to Manitoba, which may be required to evidence this waiver, and to obtain any required waivers from the Translator's officers, employees, subcontractors, agents and any other person for whom the Translator has accepted responsibility under subsection 3.2.
- 6.3 While this Agreement is in effect, and at all times thereafter, the Translator, and any officers, employees, or agents of the Translator, shall not use, publish or disclose any information, documents or materials described in subsection 6.1 without first obtaining written permission from Manitoba.

- 6.4 Any equipment, materials and supplies provided by Manitoba to the Translator for use in the performance of this Agreement shall remain the property of Manitoba and shall be returned without cost to Manitoba upon request.

## **7.0 INDEMNIFICATION BY TRANSLATOR**

- 7.1 The Translator shall use due care in the performance of the obligations under this Agreement to ensure that no person is injured, no property is damaged or lost and no rights are infringed.

- 7.2 The Translator shall be solely responsible for

- (a) any injury to persons (including death), damage or loss to property or infringement or rights caused by, or related to, the performance of this Agreement or the breach of any term or condition of this Agreement by the Translator, or the officers, employees or agents of the Translator, and
- (b) any omission or wrongful or negligent act of the Translator, or of the officers, employees or agents of the Translator;

and shall save harmless and indemnify Manitoba, its ministers, officers, employees and agents from and against all claims, liabilities and demands with respect to clauses (a) and (b).

## **8.0 TERMINATION**

- 8.1 Either party may terminate this Agreement at any time by giving 30 days notice in writing to the other party.

- 8.2 Without restricting any other remedies available, Manitoba may, at its sole option, immediately terminate this Agreement in writing if:

- (a) in the opinion of Manitoba, the Services or Translated Materials provided by the Translator are unsatisfactory, inadequate, or are improperly performed; or
- (b) in the opinion of Manitoba, the Translator has failed to comply with any term or condition of this Agreement; or
- (c) the Translator is dissolved, becomes bankrupt or insolvent or ceases to operate.

- 8.3 Upon termination of this Agreement, the Translator shall cease to perform any further Services, and shall deliver to Manitoba any Translated Material (whether fully or partially complete) which has not been delivered and accepted prior to termination, together with any documents, materials and work in progress relating to this Agreement. Manitoba shall be under no obligation to the Translator other than to pay, upon receipt of an invoice and satisfactory supporting documentation, such compensation as, in the opinion of Manitoba, the Translator may be entitled to receive under this Agreement for Services completed to the satisfaction of Manitoba up to the date of termination.

## **9.0 GENERAL PROVISIONS**

- 9.1 This document, the Schedules and the Work Orders issued under this Agreement, contain the entire agreement between the parties. There are no undertakings, representations, or promises, express or implied, other than those contained in this Agreement.
- 9.2 This document, the Schedules and the Work Orders issued under this Agreement, supersede all prior agreements, arrangements and understandings between the parties.
- 9.3 Subsection 3.5, subsection 4.5, section 5.0, section 6.0, section 7.0, subsection 8.3, and subsection 9.3 survive the termination or expiration of this Agreement.
- 9.4 The Translator is an independent contractor, and this Agreement does not create the relationship of employer and employee, or of principal and agent, between Manitoba and the Translator or between Manitoba and any officers, employees or agents of the Translator. The Translator is responsible for any deductions or remittances which may be required by law.
- 9.5 The Translator shall not assign, transfer or sub-contract this Agreement, or any of the rights or obligations under this Agreement without first obtaining written permission from Manitoba, which permission may be withheld in Manitoba's sole discretion or given subject to such terms and conditions as Manitoba considers appropriate. No assignment of this Agreement shall relieve the Translator from any obligation under this Agreement or impose any liability upon Manitoba.
- 9.6 This Agreement shall be binding upon the executors, administrators, heirs, successors and any permitted assigns and transferees of the Translator.
- 9.7 Time shall be of the essence of this Agreement.
- 9.8 No amendment or change to, or modification of, this Agreement shall be valid unless it is in writing and signed by both parties.
- 9.9 The Services are being purchased under this Agreement by the Government of Manitoba and are therefore not subject to the federal Goods and Services Tax.
- 9.10 The Translator represents and warrants that Goods and Services Tax has not been included or quoted in any fees, prices or estimates and shall not be included in any invoice provided, or claim for payment requested, under this Agreement.
- 9.11 This Agreement shall be interpreted, performed and enforced in accordance with the laws of Manitoba.

This Agreement has been executed on behalf of the Government of Manitoba and by the Translator on the dates noted below.

Signed in the presence of:

GOVERNMENT OF MANITOBA as  
represented by the Minister responsible for  
Francophone Affairs (or designate)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Authorized Signatory

Date: \_\_\_\_\_

Signed in the presence of:

THE TRANSLATOR

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Authorized Signatory

Date: \_\_\_\_\_

## **Schedule "A"**

### **PROTECTION OF PERSONAL INFORMATION**

#### **Definition of Personal Information**

- A1. In this Schedule and in the Agreement, 'personal information' has the meaning given to that term in The Freedom of Information and Protection of Privacy Act of Manitoba (C.C.S.M. c. F175), and includes:
- (a) personal information about an identifiable individual which is recorded in any form or manner; and
  - (b) personal health information as defined in *The Personal Health Information Act* of Manitoba (C.C.S.M. c. P33.5).

#### **Collection of Personal Information by the Translator**

- A2. The Translator recognizes that, in the course of carrying out the obligations under this Agreement, the Translator may be given access to and may come into possession of personal information for the purpose of performing the translation services.
- A3. The Translator will not collect personal information from any individual in carrying out the Translator's obligations under this Agreement.

#### **Restrictions Respecting Use of Personal Information by the Translator**

- A4. The Translator shall keep the personal information in strict confidence and shall use the personal information only for the purpose of properly carrying out the Translator's obligations under this Agreement and not for any other purpose.
- A5. The personal information shall be used solely by the Translator or, where the Translator is a corporation, business, organization or entity, solely by the employees of the Translator, except as otherwise specifically permitted by Manitoba in writing.
- A6. Where the Translator is a corporation, business, organization or entity, the Translator shall:
- (a) limit access to and use of the personal information to those of the Translator's officers, employees and agents (where access and use by an agent is permitted by Manitoba under Section AA5 of this Schedule) who need to know the information to carry out the obligations of the Translator under this Agreement;
  - (b) ensure that every use of or access to the personal information by the authorized employees, officers and agents of the Translator is limited to the minimum amount necessary to carry out the obligations of the Translator under this Agreement;



## A2

- (c) ensure that each member, director, officer, employee and agent of the Translator who has access to the personal information is aware of and complies with the requirements, obligations and fair information practices in this Schedule; and
- (d) ensure that each member, director, officer, employee and agent who has access to the personal information signs a pledge of confidentiality, satisfactory in form and content to Manitoba, that includes an acknowledgement that he or she is bound by the requirements, obligations and fair information practices in this Schedule and by the Translator's security policies and procedures and is aware of the consequences of breaching any of them.

A7. The Translator shall ensure that:

- (a) no person can make unauthorized copies of the personal information;
- (b) no person shall disclose the personal information except as authorized under paragraph A9 of this Schedule; and
- (c) no person can modify or alter the personal information in a manner which is not authorized.

A8. The Translator shall not link or match the personal information with any other personal information, except where necessary to carry out the obligations of the Translator under this Agreement.

### **Restrictions Respecting Disclosure of Personal Information by the Translator**

A9. The Translator shall not give access to or disclose, and shall not permit anyone to give access to or disclose, the personal information to any person, corporation, business, organization or entity (other than Manitoba), except as follows:

- (a) where the personal information is disclosed with the prior written permission of Manitoba;
- (b) where disclosure is required by legislation; or
- (c) where disclosure is required by an order of a court, person or body with jurisdiction to compel production of the personal information or disclosure is required to comply with a rule of court that relates to the production of the personal information.

A10. Without limiting paragraph A9 of this Agreement, the Translator shall not:

- (a) sell or disclose the personal information, or any part of the personal information, for consideration; or
- (b) exchange the personal information for any goods, services or benefit;

- (c) and shall not permit any of these activities to take place.

### **Protection of the Personal Information by the Translator**

- A11. The Translator shall protect the personal information by putting in place reasonable security arrangements, including administrative, technical and physical safeguards, which ensure the confidentiality and security of the personal information and protect the personal information against such risks as use, access, disclosure or destruction which are not authorized under this Schedule. These security arrangements shall take into account the sensitivity of the personal information and the medium in which the information is stored, handled, transmitted or transferred.
- A12. Where personal information is in electronic format, the Translator shall password protect the information, and shall not disclose the passwords to any person, corporation, organization or entity without the prior written consent of Manitoba. Where the Translator is a corporation, business, organization or other entity, the Translator shall limit access to and use of these passwords to those of the Translator's officers, employees and agents (where access by and use of an agent is permitted by Manitoba under paragraph A5 of this Schedule) who need to know the information to carry out the obligations of the Translator under this Agreement.
- A13. The Translator shall comply with any regulations made, policies issued or reasonable requirements established by Manitoba respecting the protection, retention or destruction of the personal information.

### **Destruction of Personal Information by Translator**

- A14. After the personal information has been used for its authorized purpose, or where destruction of the personal information is requested by Manitoba or is required by this Agreement, the Translator shall destroy the personal information (and all copies of the personal information) in a manner which adequately protects the confidentiality of the personal information.

### **Inspections by Manitoba**

- A15. Manitoba may carry out such inspections or investigations respecting the Translator's information practices and security arrangements as Manitoba considers necessary to ensure the Translator is complying with the terms and conditions of this Schedule and that the personal information is adequately protected. The Translator shall cooperate in any such inspection or investigation, and shall permit Manitoba and its representatives access, at all reasonable times, to the Translator's business premises and to records and information relating to the Translator's information practices and security arrangements or to this Schedule for these purposes.
- A16. If an inspection or investigation identifies deficiencies in the Translator's information practices or security arrangements which expose the personal information to risk of unauthorized use, disclosure or destruction, the Translator shall take reasonable steps to promptly correct the deficiencies.

**Destruction of Personal Information on Termination of Agreement**

A17. On expiration or termination of this Agreement for any reason, the Translator shall, as directed by Manitoba:

- (a) return to Manitoba all personal information (including all copies of personal information) which has been collected by the Translator, to which the Translator has been given access or which has come into the possession or under the control of the Translator in the course of carrying out this Agreement; or
- (b) destroy all such personal information (including all copies of such personal information) in a manner which adequately protects the confidentiality of the personal information.

**Schedule "B"**  
**Additional Terms**

**Rates**

B1 For the 12-month period \_\_\_\_\_, Manitoba will pay the Translator according to the following rates:

- (a) Translation: \$0.xx per word
- (b) Revisions and updates: \$x.00 per hour
- (c) Minimum Rate: \$x.00
- (d) Rush Rate: \$x.00 / xx %
- (e) Volume Discount Rate: xx%

B2 Should a rush rate be applicable, the Executive Director of Translation Services must agree to pay the rush rate before the work is undertaken. Acceptance of the rush rate will be indicated in the Work Order. NOTE: Rush rate, if applicable, refers to any translation requests that fall outside of regular capacity (i.e. that require additional resources or extraordinary effort to meet delivery requirements).

B3 The above rates shall be in effect until August 31, \_\_\_\_\_.