

U.S. Department of Justice
 Washington, DC 20530

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

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

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the 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 online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 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 Cogent Strategies LLC	2. Registration Number 6927
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3. Primary Address of Registrant
 901 New York Avenue NW, Suite 820E, Washington, DC 20001

4. Name of Foreign Principal Canadian Embassy in Washington	5. Address of Foreign Principal 501 Pennsylvania Avenue Washington, DC 20001
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6. Country/Region Represented
 CANADA

7. Indicate whether the foreign principal is one of the following:

- Government of a foreign country¹
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (*specify*) _____
- Individual-State nationality _____

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

- a) Branch or agency represented by the registrant
 Government of Canada
- b) Name and title of official(s) with whom registrant engages
 Carrie Goodge-O'Brien, Minister (Public Diplomacy)

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

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

- a) Name and title of official(s) with whom registrant engages

- b) Aim, mission or objective of foreign political party

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

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

b) Is this foreign principal:

- | | | |
|---|------------------------------|-----------------------------|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

11. Explain fully all items answered "Yes" in Item 10(b).

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

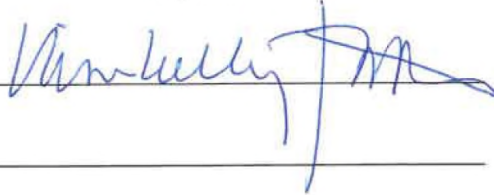
EXECUTION

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
03/09/2026	kimberley Fritts	<input type="text" value="Sign"/> /s/kimberley Fritts
_____	_____	<input type="text" value="Sign"/> _____
_____	_____	<input type="text" value="Sign"/> _____
_____	_____	<input type="text" value="Sign"/> _____

EXECUTION

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Date	Printed Name	Signature
3-5-26	Kimberley Fritts	
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 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 Cogent Strategies LLC	2. Registration Number 6927
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3. Name of Foreign Principal
Canadian Embassy in Washington

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, and the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 03/04/2026
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.
See attached copy of written agreement.

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

social media landscape and audience assessment, platform prioritization framework, and optimize engagement across platforms.

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.

All activities will be undertaken in order to communicate information about the principal and its issues of concern to interested parties in the public sector.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, including political activities, for this foreign principal?

Yes No

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
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12. During the period beginning 60 days prior to the obligation to register³ to the date of registration 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

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
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13. During the period beginning 60 days prior to the obligation to register⁴ to the date of registration for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes No

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

Date	Recipient	Purpose	Amount/Thing of Value
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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.

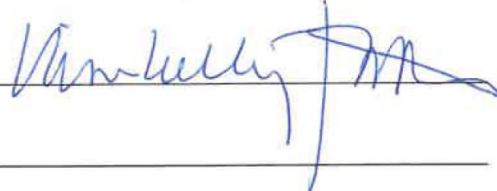
EXECUTION

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Date	Printed Name	Signature
03/09/2026	Kimberley Fritts	<input data-bbox="889 457 954 485" type="text" value="Sign"/> /s/Kimberley Fritts
_____	_____	<input data-bbox="889 541 954 583" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 630 954 667" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 714 954 751" type="text" value="Sign"/> _____

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
3-5-26	Kimberley Fritts	
_____	_____	_____
_____	_____	_____
_____	_____	_____

**ARTICLES OF AGREEMENT
ARTICLES DE CONVENTION**

Contract No N° du contrat 7474622	Order Date Date de la demande 02/18/2026
Period of Work - Durée des travaux From - Du: 02/18/2026 To - À: 03/31/2026	

	Value of Contract Valeur du contrat 25,000.00 USD	Tax Amount Montant de la taxe 0.00 USD	Total 25,000.00 USD
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Issuing Office Address - Adresse du bureau d'origine
Canadian Embassy in Washington
501 Pennsylvania Avenue
WASHINGTON D.C. 20001
UNITED STATES

Contractor Name and Address - Nom et adresse de l'entrepreneur
Cogent Strategies LLC
901 New York Ave, NW Suite 820E
WASHINGTON DC 20001
UNITED STATES

Contact - Personne-ressource
CSDPAM

Tel. No - N° de Tél.

Contact Name - Nom du contact
Kimberley Fritts

Tel. No - N° de Tél.
202-413-6578

Description
U.S. Social Media Assessment

Contract terms and conditions

This contract incorporates the general terms and conditions specified as Appendix "A". In the event of discrepancies, or ambiguities in or between the wording of this document and the General Terms and Conditions or any other documents attached hereto the wording of this document shall prevail.

Modalités et conditions du contrat

Les Conditions générales énoncées à l'annexe "A" font partie du présent contrat. En cas de divergences, d'incohérences ou d'ambiguïtés dans le présent document ou entre celui-ci et les Conditions générales ou tout autre document ci-annexé, le libellé du présent document aura préséance.

Invoice(s)

The contractor is required to submit to the Contracting Authority for each payment (as per payment schedule) an invoice showing the contract number, the Contractor's name, address and GST number (if applicable) and certify the work completed to date and the period covered by the invoice.

Facture(s)

L'entrepreneur présente à l'autorité contractuelle, pour chaque paiement, (tel que spécifié au calendrier des paiements) une facture où figurent le numéro de contrat, le nom, l'adresse et le numéro de TPS (si applicable) de l'entrepreneur et certifiant le travail exécuté et la période couverte par la facture.

APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed by and construed in accordance with the laws in force, in the Country and/or Province of:
Le contrat est administré selon les lois en vigueur dans le pays/province suivante:

Ontario, Canada

FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act

Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques.

Elliott, Tarryn

Elliott, Tarryn

Digitally signed by Elliott, Tarryn
Date: 2026.03.05 12:24:47 -05'00'

Signature

Date

CONTRACT APPROVAL - APPROBATION DU CONTRAT

This contract is approved for the Minister by the duly authorized officer.
Ce contrat est approuvé pour le Ministre par un agent autorisé.

GoodgeOBrien, Carrie

Digitally signed by GoodgeOBrien, Carrie
Date: 2026.03.05 13:09:59 -05'00'

Signature

Date

Contracting Authority - Autorité contractante

Telephone - Téléphone

Address - Adresse

Goodge-O'Brien, Carrie

CONTRACTOR'S ACCEPTANCE - CONSENTEMENT DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) set out therefore.

L'entrepreneur s'engage à vendre et à fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services énumérés au prix identifié dans le document.

Kimberley Fritts

03/04/2026

Signature

Date

Canada

Contract No
N° du contrat
7474622

APPENDIX A – GENERAL TERMS AND CONDITIONS

1. Definitions.

In the Contract, unless the context otherwise requires:

"Applicable Tax" means any tax applicable in the jurisdiction of the Work;

"Bid" means proposal, and the terms can be used interchangeably in this document.

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a proposal to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

"Canada", "Crown", "His Majesty", the "Minister" or the "Government" means His Majesty the King in right of Canada as represented by the Minister of Foreign Affairs and any other person duly authorized to act on behalf of that minister;

"Canada's Representative" means the person designated to act as Canada's agent and representative for the purposes of this Contract;

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

"Days" means continuous calendar days, including weekends and statutory holidays;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Signature" means either signed on paper, whether the original or an electronic copy of the signed paper is sent to the Contractor; and

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

2. Priority of Documents.

The Parties agree to be bound by the following documents:

1. Articles of Agreement;
2. General Terms and Conditions (Appendix A);
3. 2010B (2022-12-01), General Conditions – Medium Complexity – Professional Services, apply to and form part of the Contract., apply to and form part of the Contract.
4. Statement of Work (Annex A);
5. Basis of Payment (Annex B);
6. Security Requirements Check List (Annex C);
7. The Contractor's proposal (Annex D);

Contract No
N° du contrat
7474622

In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the document that appears first on the above list shall prevail.

3. Authorities and Communication.

3.1. Canada's Representative.

Canada's Representative for this Contract is:

Name: Carrie Goodge-O'Brien

Title: Minister (Public Diplomacy)

Foreign Affairs, Trade and Development Canada

E-mail address: carrie.goodge@international.gc.ca

Canada's Representative is responsible for the management of the Contract, and any changes to the Contract must be authorized in writing by Canada's Representative. The Contractor must not perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than Canada's Representative.

3.2. Project Authority.

The Project Authority for this Contract is:

Name: Emma Jia

Title: Deputy Spokesperson

Foreign Affairs, Trade and Development Canada

E-mail address: emma.jia@international.gc.ca

The Project Authority is the representative of the department for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by Canada's Representative.

3.3. Communication and Notices.

Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, or e-mail. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will only be effective on the day it is received at that address. Any notice to Canada must be delivered to Canada's Representative.

3.4. Management of the Contract.

Subject to the other provisions of this Article, Canada's Representative is responsible for the management of the Contract. Unless otherwise specified, no notice, instruction, authorization, refusal or other communication provided by Canada is valid under this Contract unless it is provided to the Contractor by Canada's Representative. Likewise, no notice, instruction, authorization, refusal or other communication to Canada made by the Contractor or on its behalf is valid unless it is made to Canada's Representative. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anyone other than Canada's Representative.

3.5. Amendment.

To be effective, any amendment to the Contract must be done in writing and signed by Canada's Representative and the Contractor's Representative. Canada's right to exercise an Option Period is excluded from this signatures requirement.

3.6. Contractor's Representative.

The Contractor's Representative is:

Name: Kimberley Fritts

Company: Cogent Strategies LLC

Contract No
N° du contrat
7474622

Address: 901 New York Avenue NW, Suite 820E, Washington, DC 20001
 Telephone: 202-413-6578
 E-mail address: kfritts@cogent-strategies.com

The Contractor reserves the right to replace the above-designated Contractor's Representative by sending a notice in writing to Canada's Representative to that effect.

4. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

5. General Conditions

2010B (2022-12-01), General Conditions – Medium Complexity – Professional Services, apply to and form part of the Contract.

6. Applicable Laws.

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario, Canada.

7. Number and Gender.

In these Articles of Agreement, the singular includes the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter, and vice versa.

8. Powers of Canada / State Immunity.

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive. Notwithstanding anything in this Contract, Canada does not waive any right or immunity that it has or may have by virtue of international or domestic law.

9. Time of the Essence.

Time is of the essence. The Contractor must provide in a timely manner all components of the Work.

10. Excusable Delay.

10.1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:

- a. is beyond the reasonable control of the Contractor;
- b. could not reasonably have been foreseen;
- c. could not reasonably have been prevented by means reasonably available to the Contractor; and,
- d. occurred without the fault or neglect of the Contractor

will be considered an "Excusable Delay" if the Contractor advises Canada's Representative of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise Canada's Representative, within fifteen (15) working days, of all the circumstances relating to the delay and provide to Canada's Representative for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

10.2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.

10.3. However, if an Excusable Delay has continued for 30 Days or more, Canada's Representative may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay.

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The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

10.4. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

11. Severability.

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

12. Successors and Assigns.

The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.

13. Survival.

All the Parties' obligations of confidentiality and representations set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

14. Performance of the Work.

14.1. Description of the Work.

The Contractor must perform the Work described in the Statement of Work at Annex "A" in accordance with the Contract.

14.2. Period of the Contract.

The period of the Contract is from February 18th 2026 to March 31st, 2026 inclusive.

14.3. Conduct.

The Contractor must:

- a. perform the Work diligently and efficiently;
- b. perform the Work with honesty and integrity;
- c. except for Government Property, supply everything necessary to perform the Work;
- d. select and employ a sufficient number of qualified persons;
- e. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract; and,
- f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

14.4. Compliance with Local Law.

In the performance of Services under this Contract, the Contractor will comply with all applicable provisions of the laws in force in the District of Columbia, USA.

15. Security Requirement.

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

15.1.1. This document does NOT contain CLASSIFIED information; however all or part of the Work involves possible access to CLASSIFIED and/or PROTECTED information/materiel.

15.1.2. The Contractor shall NOT remove, without the express written approval of the Project/Technical Authority, any CLASSIFIED and/or PROTECTED information from the work site, and shall ensure that the Contractor's personnel are made aware of and comply with this restriction.

15.1.3. The Contractor shall be responsible to identify the Security Requirements of the Contract to their Subcontractors and to

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 N° du contrat
7474622

ensure that these requirements are complied with by subcontractors.

16. Green Procurement.

16.1. The Contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the extent it is procurable.

16.2. The Contractor should make every effort to use environmentally preferred goods, services and processes, as required, to reduce any environmental impacts resulting from the performance of the Work. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.

17. Health and Safety.

Contractor must comply with all requirements of applicable Canadian (federal, provincial, municipal), foreign and local environmental, health and safety laws and regulations. The Contractor must follow the prevention and infection control measures of the workplace or put in place by the Canadian mission (i.e. practice physical distancing, practice proper hand washing, avoid touching face with unwashed hands, etc.) and follow the proper protocols to complete the required work such as utilizing the appropriate equipment and personal protective equipment (PPE) as necessary. The Contractor is responsible for all costs associated with the compliance to protective measures and any other costs related to the general health and safety of its employees and agents

18. Payment Terms.

18.1. Basis of Payment.

Canada will pay the Contractor in accordance to the Basis of Payment included as Annex B. Payment under this Contract, except advance payments, will be conditional on the performance, completion and delivery of the Work, or any part of the Work to the satisfaction of Canada.

18.2. Limitation of Price.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by Canada's Representative before their incorporation into the Work.

18.3. Method of Payment – Milestone Payments.

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. An accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instruction provided in the contract;
- b. All such documents have been verified by Canada;
- c. The Work delivered has been accepted by Canada.

18.4. Invoicing Instructions.

18.4.1. The Contractor must ensure that each invoice it provides to Canada:

- a. is submitted in the Contractor's name;
- b. is submitted each month for each delivery or shipment;
- c. only applies to the Contract;
- d. shows the date, the name and address of the Project Authority, the description of the Work and the Contract number;
- e. details the claimed fees and disbursements, if applicable, in accordance with the Basis of Payment, exclusive of Applicable Taxes;
- f. sets out Applicable Taxes, such as the Contractor's output VAT, as a separate item along with corresponding registration numbers from the tax authorities;

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g. identifies all items that are zero-rated, exempt from Applicable Taxes or to which it does not apply.

18.4.2. By submitting an invoice, the Contractor certifies in each case that the invoice is consistent with the Work delivered and is in accordance with the Contract.

18.5. Discrepancies.

If the contents of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within 15 Days of the invoice receipt. The 30-Day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within 15 Days will only result in the date specified in section 14 of 2010B (2022-12-01), General Conditions – Medium Complexity – Professional Services to apply for the sole purpose of calculating interest on overdue accounts.

18.6. Remittance to appropriate tax authority.

The Contractor agrees to remit to the appropriate government tax authority any amount of applicable tax legally required to be remitted by the Contractor, pursuant to applicable tax laws.

19. Infraction.

Canada may terminate this Contract or reduce or suspend any payments under it if the Contractor fails to honour the provisions in Article 21.

20. Insurance Terms

20.1. Insurance at Discretion of Contractor.

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

21. Governance and Ethics.

21.1. Conflict of Interest and Values and Ethics Codes for the Public Service.

The Contractor acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act, 2006, c. 9, s. 2 (as amended from time to time), the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service, Code of Conduct for Canadian Representatives Abroad or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract. The Contractor will notify Canada in writing of any situation, of which the Contractor is or becomes aware, in which one of the Contractor's agents, employees or contractors derives, or is in a position to derive, an unauthorized benefit.

21.2. Incapacity to Contract with the Government.

The Contractor certifies that no one convicted under any of the provisions under subsection a or b are to receive any benefit under the Contract. In addition, the Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Contractor nor any of the Contractor's affiliates has ever been convicted of an offence under any of the following provisions:

- a. paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against His Majesty) or section 154.01 (Fraud against His Majesty) of the Canadian Financial Administration Act, R.S.C. 1985, c. F-11, or
- b. section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against His Majesty or section 418 (Selling defective stores to His Majesty) of the Criminal Code of Canada, R.S.C. 1985, c. C-46, or
- c. section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code of Canada, or
- d. section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of

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winning a prize) under the Canadian Competition Act, R.S.C. 1985, c. C-34, or
 e. section 239 (False or deceptive statements) of the Canadian Income Tax Act, R.S.C., 1985, c. 1 (5th Supp.), or
 f. section 327 (False or deceptive statements) of the Canadian Excise Tax Act, (R.S.C., 1985, c. E-15, or
 g. section 3 (Bribing a foreign public official) of the Canadian Corruption of Foreign Public Officials Act, S.C. 1998, c. 34 (as amended), or
 h. section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Canadian Controlled Drugs and Substance Act, S.C. 1996, c. 19 (as amended); or
 i. any provision under the local law having a similar effect to the above-listed provisions.

21.3. Anti-Terrorism.

Consistent with numerous United Nations Security Council resolutions, including S/RES/1267 (1999) concerning Al Qaida and the Taliban, and associated individuals and entities, both Canada and the Contractor are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. The Contractor acknowledges that neither it, nor any of its employees, Directors, or agents is an entity listed, in relation to terrorists groups and those who support them, under subsection 83.05 of the Criminal Code of Canada, and as identified thereto in a "List of Entities" which may be found at < <http://laws-lois.justice.gc.ca/eng/regulations/SOR-2002-284/index.html> > and that it is not nor will it knowingly work with any party and entity appearing on the New Consolidated List established and maintained by the UN Security Council's 1267 Committee. Furthermore, the Contractor acknowledges that it will not knowingly directly or indirectly collect, provide or make available funds or property intending that they be used, or knowing that they will be used, to carry out or facilitate terrorist activities, or knowing that the funds or property will be used or will benefit a terrorist entity as identified in the List of Entities.

21.4. International Sanctions.

From time to time, in compliance with United Nations obligations or other international agreements, Canada imposes restrictions on trade, financial transactions or other dealings with a foreign country or its nationals. These sanctions may be implemented by regulation under the United Nations Act (UNA), R.S.C. 1985, c. U-2, the Special Economic Measures Act (SEMA), S.C. 1992, c. 17, or the Export and Import Permits Act (EIPA), R.S.C. 1985, c. E-19. Persons in Canada, and Canadians outside of Canada, are bound by these sanctions. The Contractor agrees that it will, in the performance of the Contract, comply with any such regulations that are in force on the effective date of the Contract, and will require such compliance by its first-tier subcontractors. Also, as a result, the Contractor must not supply, and the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions. For additional information on economic sanctions, refer to the following website:

https://www.international.gc.ca/world-monde/international_relations-relations_internationales/sanctions/legislation-lois.aspx?lang=eng

The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with clause 21.2.

22. Dispute Resolution.

22.1. Discussion and Negotiation.

If a dispute arises out of, or in connection with this Contract, the parties shall meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation.

ANNEX A - STATEMENT OF WORK

I. TITLE

Assessment of U.S. Social Media Landscape and Optimizing Social Media Impact

II. BACKGROUND

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The Embassy and Consulates of Canada in the United States (hereinafter referred to as the "U.S. network") manage 68 social media accounts across Facebook, X, Instagram and LinkedIn. While the Embassy in Washington, D.C., assists in coordinating U.S.-wide campaigns, Consulates retain control over their own social media accounts and digital diplomacy efforts.

The U.S. network relies on effective digital engagement to support public diplomacy and strategic communications objectives. Given the size, diversity, and complexity of the U.S. digital environment, a clear understanding of social media platform dynamics, target audiences, and effective engagement strategies is essential.

An internal audit of all the social media accounts has been completed to assess activity, current audience and performance. The U.S. network has also been surveyed to identify current challenges and goals. Evolving resource constraints, shifting platform algorithms and the ever-growing problem of echo chambers on certain platforms have highlighted the need to reassess how the U.S. network uses social media to maximize reach and influence. As a result, the use of social media is being re-evaluated to ensure the most effective use of platforms.

II. OBJECTIVE

The Embassy of Canada in the United States seeks the services of a Social Media Consultant (hereafter referred to "Consultant") to carry out an assessment of the social media landscape U.S. and provide data-driven and actionable recommendations for how the U.S. network can most effectively leverage social media platforms and tools to reach targeted audiences and advance advocacy objectives.

III. SCOPE OF WORK

The Consultant shall fulfill the Scope of Work as defined below:

Social Media Landscape and Audience Assessment

- Map how targeted U.S. audiences (i.e., government officials, policymakers, journalists and media outlets, think tanks and academics, policy influencers, investors, trade associations, and companies) across both national and subnational levels consume information online including:
 - o Which platforms they rely on
 - o Differences in platform relevance for national level audiences versus subnational or regional audiences
 - § Where national level messaging is more effective
 - § Where subnational or region specific messaging is more effective
 - o How AI driven content discovery influences message reach
- This assessment will identify where limited resources can have the greatest strategic impact.

Platform Prioritization Framework

- Develop a structured approach to existing U.S. network social media platforms based on:
 - o Current resource levels and staffing capacity
 - o The distinct needs of national versus subnational messaging
 - o The relative value of each platform for reach, influence, and audience alignment
- This framework will outline which platforms should be prioritized for national messaging, which are best suited for subnational engagement, and where efforts should be scaled back or discontinued.

Strategic Recommendations

- Provide actionable recommendations that:
 - o Tailor platform specific strategies to U.S. audience behaviour and the mission's operational capacity
 - o Maximize impact within existing resources, including guidance on where to concentrate effort and where to streamline
 - o Clarify the division of labour between national and subnational messaging streams
 - o Offer direction on content themes, tone, design, and format to optimize engagement across prioritized platforms



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IV. LANGUAGE

All deliverables must be submitted in English.

ANNEX B - BASIS OF PAYMENT

Total amount of the contract:\$25,000 USD

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$25,000 USD, payable in two installments as follows:

=> \$12,500 USD due upon execution of this Contract; and

=> \$12,500 USD due upon completion and delivery of the Work to the satisfaction of Canada.

All payments will be made in USD.

Ontario, Canada