



# TalentMap Service Agreement

002-17-451-25

**Client Name:** Memorial University of Newfoundland

**Address** P.O. Box 4200, St. John's, NL A1C 5S7 Canada

**Contact:** Susan Brown susanb@mun.ca

TalentMap, your survey measurement partner, is pleased to supply the Memorial University of Newfoundland (Client) with the following service(s):

s. 29 (1) (a)

Service Offering	Agreement Start Date	Agreement End Date	Target Launch Date	Target No. of Participants
Managed Service (Engagement Assessment)	3Oct25	3Oct26	24Nov25	[REDACTED]
Compass Platform	3Oct25	3Oct26	N/A	[REDACTED]
30-60-90 Action Planning	3Oct25	3Oct26	[REDACTED]	[REDACTED]

Service Description	Licenses	Fees
Engagement Survey (service details outlined on page 2)	Included	Included
30-60-90 Action Planning (service details outlined on page 2)	10	Included
Compass: Survey Creator	1	Included
Compass: Site Administrator (Admin)	2	Included
<b>TOTAL Fees (CAD):</b>		<b>\$75,950</b>

*\*Invoices are due and payable net 30 days + 4% for administrative charges, as outlined in the terms and conditions.*

**By the signature of its duly authorized representative, the Client irrevocably contracts with and agrees to receive TalentMap's product and services according to the terms and conditions outlined herein.**

Signed by: [REDACTED]	s. 40 (1)	Emily Wooley Name & Title	Oct 3, 2025 Agreement Date
Signed by: [REDACTED]	s. 40 (1)	Braydon Williamson TalentMap Representative	Sep 26, 2025 Date

Client No.	16190
Project:	Engagement-Oct25
PM:	[REDACTED] s. 40 (1)



Your Managed Service Program Details:	Included in your Program:
<b>Dedicated Project Management Support Management</b> Includes full project support from your dedicated Project Manager	Client support is available via chat, email, or phone, with access to TalentMap's Help Portal for FAQs, checklists, and how-to videos.
<b>Pre-Survey Executive Alignment</b> Includes a prep meeting with the survey sponsor and a 60-minute follow-up session with the executive team.	Key outcomes include alignment on survey goals, executive role expectations, and an overview of the approach, best practices, key dates, and milestones.
<b>Questionnaire Customization</b> Includes collaboration with a TalentMap Executive Consultant to align the survey with your business goals using proven design principles.	Starting with TalentMap's Core Employee Engagement Questionnaire, we will review and discuss each section for purpose and alignment, make any changes, and prepare the final questionnaire for sign-off.
<b>Pre-Survey Communication Package</b> Includes email templates, best practice checklists, FAQs, and strategies to boost response rates.	
<b>Online Deployment</b> Includes programming the final English questionnaire using responsive design for all devices, and customizing and sending invitation and reminder emails with secure unique links. It also includes a collaboration meeting to structure the Participant Information File for optimal reporting and confidentiality, firewall testing, email management, and final survey close-out with cleaning of incomplete responses.	Scope and pricing are based on the Email List Method. Other options—Open Link, PIN access, and paper—are available; paper may involve extra postage and data entry costs.
<b>Online Reporting</b> Includes two designated Site Administrator licenses with the ability to view, configure (slice and dice), and export both qualitative and quantitative reports in PowerPoint, PDF, and Excel formats. It also includes one benchmark norm and comparisons to up to two previous periods, if applicable. Live online training is provided for both Site Administrators, with the session recorded for future reference.	Includes the ability to create, edit, and remove users with Report Viewer permissions. The client is responsible for supporting these users. All reports maintain a minimum threshold of five respondents to ensure confidentiality.
<b>Executive Survey Report (PowerPoint)</b> Includes intro & methodology, segmented results with top box scores, key driver analysis, benchmark & past comparisons, plus consultant recommendations.	
<b>HR Preview of the Survey Results</b> One 60–90-minute online preview and discussion of the Executive Report	The preview date is targeted to be booked five (5) business days after the survey close date.
<b>Executive Presentation of the Survey Results</b> Includes One 90-minute online or on-site presentation with your Executive Team. Travel costs are additional.	This includes observations, recommendations, and guidance on the next steps.

30-60-90 Action Planning Coaching - Program Details:	Target Outcomes Program Outcomes
<b>Ten Coaching Seats: 30-60-90 Post-Survey Rollout with Guidance</b> Ten coaching seats for 30-60-90 post-survey rollout includes understanding organizational and team results, communicating findings to all leadership levels, developing an action planning framework, setting clear expectations and timelines, selecting key organizational priorities, facilitating initiative planning with leadership, establishing ownership and tracking progress, and regularly communicating updates.	Includes unlimited expert coaching sessions (30 minutes each unless specified), weekly 30-minute check-ins with a project manager, the program running up to 90 days post-survey, and an 'action pulse' deployment via TalentMap's Compass Platform to build accountability.



Compass Platform Access Includes:	Additional Description
<b>One Survey Creator License</b> Ability to create, design unlimited surveys such as Pulse Surveys as well as upload and deploy to Target Participants	Includes up to 2 hours of phone, email, or chat support for initial onboarding. Licenses are disabled 12 months from the Service Start Date or as specified in the License Extension Agreement.
<b>Two Site Admin. Licenses</b> Includes the ability to configure reporting, monitor response rates, and view all reports (with minimum thresholds), as well as create, edit, and remove Report Viewer users. The client is responsible for supporting Report Viewer users.	
<b>Deployment Tools and Assets</b> Includes a license for internal use of digital communication assets such as email templates, FAQs, checklists, training videos, and web content for pre- and post-survey deployment.	Includes 4 hours of support for the initial Pulse Survey: 1 hour with an Executive Consultant and 3 hours with a Project Manager.
<b>Compass Help Portal Access</b> Includes access to the Help to download FAQs, checklists, and view training videos on topics like programming surveys, sending email campaigns, managing response rates, setting up previous period results, and more.	

## Out-of-Scope Services

Managed Service Optional (if requested):	Fees
<b>Additional Executive Report(s) of Survey Results:</b>	\$2,500/ Report
<b>Additional Executive Presentation(s) of Survey Results:</b> One 60–90-minute online presentation with our Executive Consultant of your survey findings with your Executive Team and delivery of the final Executive Report. Cost assumes no changes are made to the Executive Report.	\$2,500 /Presentation
<b>Focus Groups and Recommendations Report:</b> Conduct three online/onsite focus groups and a detailed PowerPoint report summarizing issues, key findings, recommendations and guidance on the next step	\$14,950
<b>One Additional Site Admin License</b>	\$1,500 per month
<b>Additional Consulting Services:</b> Services may include Webcast of survey results for employees, Leadership Training, Action Planning Workshops and more.	Request a quote

## TERMS & CONDITIONS

- Termination:** This service agreement (SA) for the survey and related services (the "Services") is non-cancellable and may be terminated only for material breach by either party upon 30 days prior written notice if the breach is not cured within the notice period.
- Survey Postponement:** The Client agrees to launch the survey within four (4) months of the "Target Launch Date". In the event the Client delays the survey launch beyond this four-month period, a rescheduling fee of \$2,500 will apply. This fee reflects the administrative and operational costs associated with reallocating resources and adjusting project timelines. The rescheduling fee must be paid in full prior to establishing a new survey launch date.
- Privacy & Security:** The TalentMap standard "Privacy & Security" statement is located at [www.TalentMap.com/privacy](http://www.TalentMap.com/privacy). Any modifications to the TalentMap Privacy & Security statement following the Effective Date of this Agreement shall not apply to this Agreement unless by an amendment to this Agreement. Should there be a conflict between the Terms and Conditions of Service and the TalentMap Privacy and Security Statement, the Terms and Conditions of Service shall prevail. TalentMap is a member of the Insights Association (previously CASRO) and the Marketing Research and Intelligence Association (MRI). TalentMap subscribes to Insight's Code of Standards and MRI's Good Practice. As an active member of Insight and MRIA, TalentMap agrees to be bound by its code of ethics in its survey and research work.
- General Data Protection Regulation (GDPR):** TalentMap also represents and warrants that it is compliant with the Personal Information Protection and Electronic Documents Act (PIPEDA) and the EU General Data Protection Regulation (GDPR). TalentMap also represents and warrants it is ISO/IEC 27001:2013 certified. ISO/IEC 27001:2013 specifies the requirements for establishing, implementing, maintaining and continually improving an information security management system within the context of the organization.
- Confidentiality of Individual TalentMap Survey Responses:** Each TalentMap survey response collected from any respondent shall be kept strictly confidential and not divulged by TalentMap to the Client or any third party.
- Confidentiality of Aggregated Client Survey Data:** The Client survey data comprising all TalentMap survey responses received from Client respondents, and any tabulation, reporting, or analysis thereof, is the property of the Client, shall be kept strictly confidential and shall not be divulged by TalentMap to any third party for any purpose whatsoever except with the written consent of the Client notwithstanding paragraph 9.
- Transfer Raw Data Files:** To protect respondent anonymity and confidentiality, TalentMap does not provide its Clients with their raw survey data or related files. However, TalentMap may transfer its Client's raw survey data and related files to a bona fide, third-party survey research firm, in full



accordance with Industry Standards and Practices, including any contracts written or implied with survey respondents. TalentMap will provide a Client's raw survey data files if provided written, duly executed authorization from the Client and the third-party organization. The cost to provide one raw survey data file and data dictionary to a designated third-party organization start at \$2,675 survey.

8. **Approval of Final Questionnaire:** TalentMap requires five (5) full business days upon final approval of the questionnaire to program, quality check and launch the online questionnaire. The contracted target launch date will be extended in circumstances where final approval is not obtained five (5) days in advance and an additional two days (2) for each additional survey language. The translation is the client's responsibility.
9. **Open Participation (if applicable):** Custom demographics items such as tenure, function and geography may be added. TalentMap is not responsible for respondents misidentifying themselves. This misidentification may lead to inaccurate counts in the self-reporting demographic section. TalentMap will categorize all self-report data as provided by the respondent. TalentMap will accept the Client's request(s) to make manual database adjustment(s) to the self-reported data for an additional cost.
10. **TalentMap Benchmark:** Notwithstanding paragraph 3, the Client survey data may be aggregated and averaged with survey data collected from other TalentMap Clients to create a TalentMap benchmark. TalentMap hereby warrants that any TalentMap benchmark shall include the survey data of not less than five different Clients to protect the confidentiality of any one client's survey data. The TalentMap benchmark may be divulged to third parties or used for promotional purposes.
11. **Client Support:** TalentMap shall provide the Client with phone, email and chat support throughout the service period from Monday to Friday, 9 am to 5 pm (EST). The maximum response time is one (1) Business Day. Clients will be notified when they have reached 90% of their support hours.
12. **Target Number of Participants:** this is the number of targeted people invited to complete the questionnaire. If the Target Number of Participants, as stated on page one of this agreement, is 5% greater, the Client will be charged an additional deployment fee of \$50 per employee.
13. **Change Order:** A documented Change Order is required for any change in scope to this Agreement or to purchase additional services. It must be agreed to in writing and include a description of products & services and related fees.
14. **Cost of Service and Payment:** TalentMap services provided hereunder shall be due and payable by the Client as follows:
  - a. 50% of total project fees are invoiced upon execution of the contract and payable net 30 days.
  - b. 50% of the balance of total project fees are invoiced upon survey deployment, net 30 days.
  - c. Additional and out-of-scope work will be billable upon the start of the work.
  - d. Out-of-pocket costs are due and payable upon remittance of the receipts.
15. **Compass License Period:** Client Compass access will remain active for 12 months from the Survey Close Date. All Site Administrator licenses and User permission will be disabled, and access to online reporting shall terminate. Extensions are available at an additional cost.
16. **Out-of-Pocket Expenses:** TalentMap invoices will include actual travel expenses (e.g., travel, hotel) and a per diem rate for meals and incidentals according to the current published government rates. In addition, a 4% charge will apply for administrative expenses (exclusive of any paper survey-related costs) in lieu of specific charges for printing, conference calls, courier, telephone etc. The Client must notify TalentMap of any travel policies and restrictions that must be abided by prior to the survey start date. Out-of-pocket costs are due and payable upon remittance of the receipts.
17. **Product Updates:** Standard reporting and survey questions may change from time to time and without notice.
18. **Currency:** All monetary amounts specified in this Agreement are in currency per address indicated on page 1.
19. **Contract quotation:** Unless otherwise stated in writing or withdrawn, this contract quote is valid for 45 days from the date signed by TalentMap.
20. **Assignment:** This agreement and the rights granted herein may not be assigned by either party, whether directly or indirectly and whether by operation of law or otherwise, without the express written consent of the other.
21. **Applicable Law:** This Agreement shall be governed by and construed in accordance with the laws of Ontario and all federal laws applicable therein. The parties hereto irrevocably attorn to the jurisdiction of the courts of Ontario in connection with all matters and actions arising from the present Agreement.
22. **Entire Agreement:** The present Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no representations, warranties, covenants, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as set forth in the present Agreement.

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## MEMORIAL UNIVERSITY'S DATA PROTECTION SCHEDULE

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This Schedule forms part of the agreement between Memorial University (the "University")

And TalentMap (the "Contractor") respecting

TalentMap Service Agreement (ISI Employee Engagement Framework Agreement) (the "Agreement").

### DEFINITIONS

1. In this Schedule,

(a) "Acts" means the *Access to Information and Protection of Privacy Act of Newfoundland and Labrador, 2015*, (ATIPPA, 2015) as amended from time to time and the *Management of Information Act (MIA)*;

(b) "Contact Information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;

(c) "Personal Information" means recorded information about an identifiable individual, other than Contact Information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the University and the Contractor dealing with the same subject matter as the Agreement.

(d) "University Data" means any information received by the Contractor pertaining to the Agreement that (i) is not generally known in the industry in which the University is engaged, (ii) is "personal information" within the context of the Access to Information and Protection of Privacy Act, 2015 (ATIPPA 2015), S.N.L. 2015, c. A-1.2, as amended from time to time, or such other provincial legislation as is applicable, (iii) would logically be considered confidential and/or proprietary, (iv) would do the University harm if divulged, or (v) is marked "Confidential" or "Proprietary", and shall include all reporting documentation provided by the Contractor in accordance with this Agreement.

### PURPOSE

2. The purpose of this Schedule is to:

(a) enable the University to comply with its statutory obligations under the Acts with respect to University Data; and

(b) ensure that, as a service provider, the Contractor is aware of and complies with its statutory obligations under the Acts with respect to University Data.

(c) ensure the Contractor acknowledges that University is subject to the ATIPPA, 2015 and any records Contractor supplies to University, including the terms and conditions of this Agreement, may be subject to requests under the ATIPPA, 2015. In the event of a request to University for third party business information in

its custody and control, information can be withheld only if it meets all parts of the 3-part harms test for non-disclosure as stated in section 39 of the *ATIPPA, 2015*.

#### **COLLECTION OF PERSONAL INFORMATION**

3. Unless the Agreement otherwise specifies or the University otherwise directs in writing, the Contractor may only collect or create Personal Information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the University otherwise directs in writing, the Contractor must collect Personal Information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the University otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects Personal Information:
  - (a) the purpose for collecting it;
  - (b) the legal authority for collecting it; and
  - (c) the title, business address and business telephone number of the person designated by the University to answer questions about the Contractor's collection of Personal Information.

#### **ACCURACY OF PERSONAL INFORMATION**

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any Personal Information to be used by the Contractor or the University to make a decision that directly affects the individual the information is about.

#### **COMPLIANCE WITH ATIPPA, 2015 AND DIRECTIONS**

7. The Contractor must in relation to Personal Information comply with:
  - (a) the requirements of *ATIPPA, 2015* applicable to the Contractor as a service provider, and
  - (b) any direction given by the University under this Schedule.
8. The Contractor acknowledges that it is familiar with the requirements of *ATIPPA, 2015* governing Personal Information that are applicable to it as a service provider.

#### **COLLECTION, USE, DISCLOSURE AND RELEASE OF UNIVERSITY DATA**

9. If the Contractor receives a request for access to University Data from a person other than the University, the Contractor must promptly advise the person to make the request to the University unless the Agreement expressly requires the Contractor to provide such access and, if the University has advised the Contractor of the name or title and Contact Information of an official of the University to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and Contact Information to the person making the request.

10. The Contractor agrees that if there is an access to information request (on behalf of an individual) pursuant to any access to information legislation that applies to the Contractor, the Contractor will provide notice of such request to the University and the University shall work with the Contractor to compile the appropriate response. Any work required on behalf of the Contractor shall be at no additional charge to the University.

11. Unless the University otherwise directs in writing, the Contractor may only use University Data if that use is:

(a) for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement and

(b) in accordance with *ATIPPA, 2015*.

12. The Contractor agrees that it will not directly or indirectly use, collect, disclose or release University Data for any purpose, including sale of the University Data, which use, collection, disclosure and release is not authorized by the University and that agrees that access, use, collection, disclosure or release of the University Data for any purpose not related to the agreement is strictly prohibited.

13. The Contractor agrees to limit access, use and disclosure of the University Data to only those who need it within its organization for purposes of the agreement.

14. If the Contractor is legally required or compelled through the service of a subpoena or warrant to disclose any of the University Data belonging to the University, it must provide the University with prompt notice of the compelled disclosure to allow the University to seek a protective order or other appropriate remedy to prevent or limit such disclosure.

#### **CORRECTION OF PERSONAL INFORMATION**

15. Within 5 business days of receiving a written direction from the University to correct or annotate any Personal Information, the Contractor must annotate or correct the information in accordance with the direction.

#### **PROTECTION OF UNIVERSITY DATA**

16. The Contractor must protect University Data by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

17. The Contractor will implement and maintain industry security best practices to protect University Data from security attacks/vulnerabilities. Contractor will conduct regular security assessments to ensure its environment is properly maintained and protected against known vulnerabilities.

18. Contractor agrees that to the extent that the service or software has access to or uses University Data, Contractor and its employees and agents will keep that information confidential and exercise the same degree of care, diligence and skill that it would use to safeguard Contractor's own confidential information.

19. Contractor has implemented and will maintain administrative, physical, and technical safeguards designed to:

(a) protect against anticipated threats or hazards to the security of Confidential Information, and

(b) protect against unauthorized access to or use of University Data that could materially harm the University or violate the privacy, integrity or security of the University Data.

## **RETENTION OF UNIVERSITY DATA**

20. Unless the Agreement otherwise specifies, the Contractor must retain University Data until directed by the University in writing to dispose of it or deliver it as specified in the direction. Upon termination of the Agreement or should the Contractor cease operations, retention of University Data shall be in accordance with Section 24 below.

## **INSPECTION OF UNIVERSITY DATA**

21. In addition to any other rights of inspection the University may have under the Agreement or under statute, the University may, audit compliance with this Schedule at any time.

## **NOTICE OF NON-COMPLIANCE**

22. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the University of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

## **TERMINATION OF AGREEMENT**

23. In addition to any other rights of termination which the University may have under the Agreement or otherwise at law, the University may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

24. No later than thirty (30) days prior to termination of Agreement or should the Contractor cease operations, University may request a copy of all University Data. University Data will be provided by Contractor to University in an agreed upon and usable format. Contractor shall make University Data available for download by University and will notify University of the availability of University Data via email within ten (10) days of termination of Service. Contractor will make University Data available for download for thirty (30) days after notifying University of the availability of University Data, after which University Data shall be permanently deleted, including backups, by Contractor and provide written confirmation.

## **GENERAL TERMS**

25. The Contractor will provide the University with a completed Cloud Assessment, which may include HECVAT.
26. In the event that the Cloud Assessment is contained in the response to Request for Proposal (RFP) requirements, the Contractor's RFP response will be appended to the main Contract.
27. The Contractor agrees that any University Data collected from the University on behalf of the University is wholly owned and managed by the University during the tenure of the agreement and upon expiration or termination of the Agreement.
28. Contractor agrees to add Memorial University as an additional insured as evidenced by the Certificate of Insurance. If there are any changes to the coverage, the Contractor agrees to send an updated certificate to the

University. In the event of a security breach as outlined above caused by Contractor's service or software, Contractor agrees to indemnify and save University harmless from any such breach, up to a maximum of \$1,000,000.

29. If the Contractor is processing and/or storing credit data on behalf of the University, the Contractor warrants and represents that it will maintain the appropriate PCI compliance level and that the Contractor will immediately notify the University of any change to its PCI compliance status.

#### **UNIVERSITY DATA BREACH PROTOCOL**

30. The Contractor acknowledges that it is responsible for any security incident or breach related to University Data, which is not caused by any act, omission or negligence of the University. The Contractor shall notify the University in writing within seventy-two (72) hours whenever the Contractor reasonably believes that there has been an unauthorized acquisition, destruction, modification, use, disclosure of or access to the University Data ("Security Breach"). Such notification shall summarize the details of the Security Breach and any corrective action taken or to be taken by the Contractor. After providing the required notice, the Contractor will investigate the Security Breach and promptly take all necessary and advisable corrective action to eliminate or contain the exposure or situation that led to the Security Breach, and will keep the University apprised of the status of the Security Breach and all corrective measures taken, and all matters related thereto.

#### **INTERPRETATION**

31. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

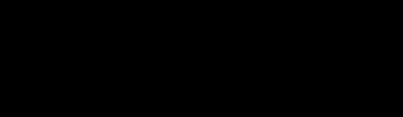
32. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.

33. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

34. If a provision of the Agreement (including any direction given by the University under this Schedule) conflicts with a requirement of the Act or an applicable order of the Commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

35. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or the law of any jurisdiction outside Canada.

**As an authorized representative of TalentMap, I agree to terms of this Data Protection Schedule and confirm that this form will become a part of the contract signed between TalentMap and Memorial University on October 3, 2025.**

 s. 40 (1)

Signature

Braydon Williamson, VP of Sales

Name and Title

November, 12, 2025

Date



# Amendment to Scope of Services – Change Order

**Client Name:** Memorial University

**Contact:** Emily Wooley, Associate Vice-President (People & Culture)  
ebenson@mun.ca

**Delivery Date:** 11/20/2025

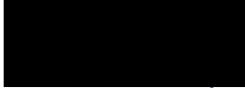
In reference to the original contract signed on **October 3, 2025**, with a contract start date of **October 3, 2025** and an end date of **October 3, 2026**, this Amendment serves as a formal change to the Scope of Services.

Details	Costs
<b>Additional employees:</b> 627 additional employees at ISI pre-negotiated price of \$13.93 for a total cost of \$8,734.11, discounted to \$5,000	\$5,000
<b>TOTAL Fees:</b> <small>*All services are payable upon delivery of services except for Consulting Services, where 50% is billable upon execution of change order and the balance upon delivery of services.</small>	<b>\$5,000</b>

## Effect on Other Terms:

All other terms and conditions of the original contract remain in full force and effect, except as expressly modified by this Change Order.

## Authorization By:

 s. 40 (1)

AVP, People and Culture

Nov 26/25

Signature

Name & Title

Date

CO No.	01
Project:	Engagement-Nov25
PM:	SAP