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IFRS Foundation

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Invitation to Tender—Market research services for reputation review.

The IFRS Foundation (the Foundation) is seeking to engage the services of a research agency to conduct a fixed-scope survey project to ascertain stakeholders' perceptions of the organisation in key areas. This letter is to invite you to put forward a proposal for the work outlined below.

About the IFRS Foundation

The IFRS Foundation is an independent, not-for-profit organisation incorporated in the State of Delaware, USA, with its primary operations based in London. The principal objectives of the IFRS Foundation are:

- (a) to develop, in the public interest, a single set of high quality, understandable, enforceable and globally accepted financial reporting standards based upon clearly articulated principles. These IFRS Standards are issued through the Foundation's standard-setting body the International Accounting Standards Board (the Board);
- (b) to promote the use and rigorous application of the IFRS Standards;
- (c) in fulfilling the objectives associated with points (a) and (b), to take account of, as appropriate, the needs of a range of sizes and types of entities in diverse economic settings; and
- (d) to promote and facilitate adoption of IFRS Standards through the convergence of national accounting standards and IFRS Standards.

The Foundation's main office is located at Cannon Street in London. The Foundation also has a liaison office in Tokyo, which opened in October 2012.

For further information on the Foundation's structure please refer to our website:

<http://www.ifrs.org/About-us/Pages/How-we-are-structured.aspx>

Copies of recent financial statements and reports can also be found on the website:

<http://www.ifrs.org/About-us/IFRS-Foundation/Oversight/Annual-reports/Pages/2015-Annual-Report.aspx>

Scope of services required

The Foundation is seeking a market research agency for a fixed-scope survey project, the objective of which is:

To undertake a review of the organisation's reputation for fulfilling its public interest mission by gathering stakeholders' perceptions of our success in this area.

The review will gather views about the organisation itself and its perceived success in achieving its mission and objectives; it will not gather views about the specific products of the organisation. The review will not re-cover topics that have already been investigated by other recent IFRS Foundation consultations, in particular the 2015 Agenda Consultation (<http://www.ifrs.org/Current-Projects/IASB-Projects/IASB-agenda-consultation/2015-agenda-consultation/Pages/default.aspx>) and the 2015 Review of Structure and Effectiveness (<http://www.ifrs.org/About-us/IFRS-Foundation/Oversight/Trustees/Trustee-reviews-of-structure-and-effectiveness/2015-Review-of-Structure-and-Effectiveness/Pages/2015-Review-introduction.aspx>).

The review contains three strands:

1. interviews with stakeholders;
2. an online survey of stakeholders (different stakeholders to those in strand 1); and
3. an online survey of Foundation staff.

The research services being tendered for are concerned primarily with strand 1. We are also seeking advice and guidance on strands 2 and 3 in that the interview question set agreed for strand 1, in association with the successful bidder, will be repurposed for use as an online survey during strands 2 and 3. The creation, dissemination, and analysis of the online survey for strands 2 and 3 will be conducted by Foundation staff and so is not open to tender.

The research services required under this tender will include but are not limited to the following requirements:

- Devising a set of interview questions, the answers to which will assist the Foundation in understanding its reputation for effectiveness as an organisation, primarily focussed on the achievement of its public interest mission;
- Devising both open-ended questions which require narrative answers, and ratings scale format questions which provide numerical data;
- Working in partnership with the Foundation's research staff to compose a set of questions which is appropriate to achieve the project's objectives and of an appropriate level for the sample of senior policy level respondents;
- Conducting telephone interviews with 30 senior policy-level individuals globally using the agreed question set;
- Conducting telephone interviews with 20 Chief Accountants (or equivalent role eg Head of Accounting Policy) at large public companies or public/regulatory bodies using the same agreed question set;
- Interviewing respondents in a professional manner taking account of the way in which this reflects on the Foundation;
- Transcribing and analysing interviews to ascertain key messages;
- A conclusions report to include key quotes, numerical analysis, and themes. This report will be largely text but is also expected to include numerical and graphical data; and
- Providing advice on redesigning the interview questions to suit an online survey format.

Length of project

The project is anticipated to take 4 months from initial appointment to receipt of the final report. The project may be repeated in future years to track trend data however this will be determined at a later date and the company that is successful in winning this tender will not necessarily be re-appointed.

The first milestone for strand 1 will be the approval of the question set for interviews. This question set will be included in an agenda paper for a meeting of the IFRS Foundation Trustees in January 2017 so should be ready quickly after the preferred bidder is selected. The Trustees will have input and final approval of the question set so further revisions may be needed after that meeting.

Tender process

Each firm is asked to submit a written proposal setting out how they will meet the requirements outlined below by 16 December 2016. Between the date of publication of this tender and 16 December 2016 we have made provision for each bidding firm to arrange a conference call with the Foundation staff responsible for this project to obtain further information about the Foundation and the scope of the research. Please contact Samantha Sergeant ssergeant@ifrs.org (020 7246 0564) if you would like to arrange a call.

After the proposals have been received, a shortlist of firms will be invited to a short meeting with the Foundation's project staff and it is anticipated that these meetings will take place during the week commencing 2 January 2017. It may then be necessary to invite agencies back for a second meeting if there is no clear preferred bidder; these meetings would follow shortly after the first if required. Precise timings will be confirmed in due course.

Proposal requirements and criteria for assessment

(1) Details of firm and experience

- Information regarding relevant experience conducting primary research with senior policy-level individuals;
- experience of conducting similar research projects such as reputation audits or stakeholder sentiment analysis;
- experience of clients comparable to the Foundation in organisational status and size;
- experience of working with not-for-profit clients;
- summary of potential benefits to the Foundation of selecting your firm;
- information with regard to global presence of your firm to be able to assist the Foundation around the world; and
- details of internal processes used for quality assurance.

(2) Understanding the business

- Demonstrate a clear understanding of the nature of the Foundation's business and the structure of the organisation;
- demonstrate an understanding of financial accounting and capital markets of a sufficient level to be able to effectively interview respondents who are experts on these topics;
- demonstrate a clear understanding of, and empathy with, the Foundation's public interest mission.

(3) Resourcing

- Names of the staff who will work on the review;
- name of the person who will oversee the work, their location and relevant experience.

(4) Approach

- Explanation of the approach your firm will take to the research the Foundation requires;
- an indication of the timescales you anticipate being able to conduct the work in; and
- the end product you will provide.

(5) Governance and independence

- Confirm whether your company has any potential conflicts of interest;
- confirm that your company will take all necessary steps to ensure its independence.

(6) Fees

- Provide a competitive quote that should provide the Foundation with value for money; and
- provide a detailed breakdown of the services included in your quote.

(7) Other

- Please also provide details of up to three clients that we can contact for references; and
- Return a completed mutual non-disclosure agreement (Appendix 3).

Please send your proposal document to Samantha Sergeant either by email or post to IFRS Foundation, 30 Cannon Street, London EC4M 6XH. The deadline for receipt of the proposal is 5pm on 16 December 2016. For any further information or clarification please contact Samantha Sergeant by email or telephone (details as above under the 'Tender Process')

Confidentiality

By accepting this invitation to take part in the tender process, you agree to keep confidential all information provided to you, whether written or oral, in relation to the tender process and/or in relation to the Foundation's business generally that is not already in the public domain, to use it only for the purposes of this tender and for no other reason and not to disclose any of the said information to any third party.

You will bear any costs and expenses incurred by you in relation to this tender and the said information shall be kept confidential unless it lawfully becomes public knowledge.

Yours sincerely,

Richard Thorpe

Director of Trustee Activities

Appendix 1

Sample interview questions

The following sample questions are for illustrative purposes and will be used as a starting point to work with the selected agency to formulate a final question set.

1. The organisation aims to serve the public interest “by fostering trust, growth and long-term financial stability in the global economy”. How successful has the organisation been in meeting this objective? (Interviewer to ensure a full answer to this question with the respondent explaining their reasoning in depth)
 - a) Please rate this success on a scale of 1-10
2. What does the organisation do well, and what could it do better in order to achieve its public interest mission?
3. Are there lessons that can be learned from similar public interest focussed organisations?
4. Do you see the organisation as being independent and therefore free to serve the public interest without the undue influence of special interest groups?
 - a) Please rate our independence on a scale of 1-10
5. Do you perceive the Foundation’s status as a private organisation to have any effect on its ability to fulfil its public interest mission?
6. What is the organisation like to deal with? Is it accessible and receptive to different views?
7. Does the organisation consult effectively and are its consultation documents well researched and written?
8. Does the organisation consult with all those parties it should consult? Does it give appropriate consideration to the feedback it receives?
9. Is the IFRS Foundation an efficient, well-run organisation?
 - a) Please rate the efficiency of the organisation on a scale of 1-10
10. Has the work of the IFRS Foundation led to improvements in your ability to regulate financial markets/the information available to investors to make investment decisions/the ability of preparers to produce transparent and informative financial statements which are comparable with their peers? (Question tailored to respondent)

Appendix 2

IFRS Mission Statement

Our mission is to develop IFRS Standards that bring transparency, accountability and efficiency to financial markets around the world. Our work serves the public interest by fostering trust, growth and long-term financial stability in the global economy.

- IFRS Standards bring **transparency** by enhancing the international comparability and quality of financial information, enabling investors and other market participants to make informed economic decisions.
- IFRS Standards strengthen **accountability** by reducing the information gap between the providers of capital and the people to whom they have entrusted their money. Our Standards provide information that is needed to hold management to account. As a source of globally comparable information, IFRS Standards are also of vital importance to regulators around the world.
- IFRS Standards contribute to economic **efficiency** by helping investors to identify opportunities and risks across the world, thus improving capital allocation. For businesses, the use of a single, trusted accounting language lowers the cost of capital and reduces international reporting costs.

We are a not-for-profit, public interest organisation with oversight by a Monitoring Board of public authorities. Our governance and due process are designed to keep our standard-setting independent from special interests while ensuring accountability to our stakeholders around the world.

IFRS Foundation Primary Strategic Goals

1. to develop, in the public interest, a single set of high quality, understandable, enforceable and globally accepted financial reporting standards based upon clearly articulated principles;
2. to pursue the global adoption of IFRS;
3. to support the consistent application and implementation of IFRS globally; and
4. to ensure that the IFRS Foundation, as an organisation, is independent, stable and accountable.

Appendix 3

MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on _____ of _____ 2016

Between:

1. **INTERNATIONAL FINANCIAL REPORTING STANDARDS FOUNDATION** (the "**Foundation**") a not-for-profit corporation incorporated in the state of Delaware USA having its registered office at 1209 Orange Street, Wilmington, New Castle County, Delaware 19801, USA and its principal office at First Floor, 30 Cannon Street, London, EC4M 6XH, United Kingdom.

AND

2. **[Insert Party]** of **[Insert Address]** (hereafter referred to as the "**Consultant**").

(together, the Parties)

IT IS AGREED HEREIN:

1. SCOPE

- 1.1 The Foundation has agreed to disclose Confidential Information relating to the Foundation's business and its intellectual property assets to the Consultant for the purposes of a tender process (the "Tender") subject to the terms and conditions of this Agreement.
- 1.2 The Consultant has also agreed to disclose Confidential Information relating to its business practices to the Foundation for the purposes of the Tender subject to the terms and conditions of this Agreement.

2. DEFINITIONS

The definitions and rules of interpretation set out in this Clause apply in this Agreement:

Confidential Information: Non-public information that is shared between the Parties (i) in written or other tangible form and clearly marked as "Confidential", or (ii) in oral, visual or electronic manner and designated as confidential at the time of the such disclosure, or by its nature would be understood by the Parties to be Confidential Information; and (iii) "Confidential Information" includes, without limitation, information relating to, the marketing or promotion of either of the Party's products, either Party's business policies or practices, and information received from others that the Parties are obligated to treat as confidential.

Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without a breach of any obligation by a Recipient; (ii) became known to a Recipient prior to the disclosure of such information to the Recipient; (iii) became known to the Recipient from an external source and without a breach of any obligation by the Recipient; or (iv) is independently developed by either Party.

Disclosing Party: a party to this Agreement which discloses or makes available directly or indirectly Confidential Information.

Intellectual Property Rights: Any and all registered and unregistered trademarks, copyright, rights in the nature of copyright, know-how or other intellectual property rights which subsist now or will subsist in the future in any part of the world.

Recipient: A Party to this Agreement which receives or obtains directly or indirectly Confidential Information.

3. RESTRICTIONS

- 3.1 The Parties shall not disclose any Confidential Information to third parties, except to their contracted advisors regarding the Tender (such advisors to have been thoroughly vetted in the case of the Consultant by it beforehand). However, the Parties may disclose Confidential Information in accordance with judicial or other governmental order if reasonable written notice of such disclosure is provided and both Parties shall co-operate to comply with any applicable protective order or equivalent.
- 3.2 The Recipient shall take reasonable security precautions to keep confidential the Confidential Information being at least those precautions that the Recipient applies to its own Confidential Information and the Consultant shall ensure that its advisors takes such security precautions and shall enforce such a requirement against the advisors where necessary and shall be responsible for their breaches as if they were its own breaches. The Parties may disclose Confidential Information only to directors, employees or advisors on a need-to-know basis. Where a Party is a Recipient it will have executed or shall execute appropriate written agreements with its employees and advisors sufficient to enable it to comply with all the provisions of this Agreement.
- 3.3 Confidential Information may be disclosed, reproduced, summarised or distributed only in pursuance of the Parties' business relationship set out in this Agreement, and only as otherwise provided hereunder. The Parties agree to segregate all Confidential Information from the confidential materials of others in order to prevent commingling.
- 3.4 The Parties may not reverse engineer, decompile or disassemble any software disclosed to either Party.

4. RIGHTS AND REMEDIES

- 4.1 Each Party agrees to notify the other immediately upon discovery of any unauthorised use or disclosure of Confidential Information or any other breach of this Agreement by a Recipient, and will co-operate with the Disclosing Party in every reasonable way to help the relevant Party regain possession of the Confidential Information and prevent its further unauthorised use.
- 4.2 The Parties shall return all originals, copies, reproductions and summaries of Confidential Information at the Disclosing Party's request, or at the Disclosing Party's option, certify destruction of the same.
- 4.3 The Parties acknowledge that monetary damages may not be a sufficient remedy for unauthorised disclosure of Confidential Information and that either Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

5. WARRANTY

- 5.1 Each Party warrants that it has the right to disclose its Confidential Information to the Recipient and to authorise the Recipient to use such Confidential Information for the Tender.

6. INTELLECTUAL PROPERTY

- 6.1 The Consultant hereby assigns to the Foundation all Intellectual Property Rights in the materials generated during the course of and relating to the Tender. For the avoidance of doubt, the assignment shall apply only to material created for the Tender specification incorporating the Foundation's Confidential Information and shall not apply to any pre-existing Intellectual Property Rights owned by the Consultant.
- 6.2 The assignment in Clause 6.1 shall include all rights that might seek to limit the use of materials generated during the Tender by the Foundation or its clients.
- 6.3 The Consultant expressly waives, and shall procure that its employees and contractors waive, all moral rights in the materials generated during the course of the Tender unconditionally.
- 6.4 Save as otherwise provided in this clause 6 all Confidential Information is and shall remain the property of the Disclosing Party. By disclosing information to the Recipient, the Disclosing Party does not grant any express or implied rights to the Recipient under its patents, copyright, trademarks, or any other proprietary Intellectual Property Rights.

7. GENERAL TERMS

- 7.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both Parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of the Foundation, its agents, or employees, but only by an instrument in writing signed by an authorised office of the Foundation. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- 7.2 This Agreement shall be governed by, and construed in accordance with, the laws of the England & Wales and both parties further consent to the exclusive jurisdiction of the UK Courts. Notice may be served on either party by mail, postage prepaid, certified or registered, return receipt requested.
- 7.3 Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- 7.4 If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 7.5 This Agreement shall protect the Confidential Information disclosed hereunder for a period of no less than five (5) years after the date of execution or such longer period as may be agreed by the Parties in writing.

8. EXECUTION

This Agreement shall be of no force and effect until signed by all parties hereto.

AS WITNESS whereof the parties have executed this Agreement.

Signed for:
**International Financial Reporting Standards
Foundation (Foundation)**

Signed for:
[Insert party] (Consultant)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____