

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement is made as of _____, 2013, between

Canada Mortgage and Housing Corporation
("CMHC")

and

[confirm full legal name]
(the "Proponent").

WHEREAS, in connection with a Request for Proposal that has been issued by CMHC with respect to the provision of absence management services (the "RFP"), CMHC will make available to the Proponent certain confidential and proprietary information regarding CMHC, its employees and its absence management practices in order to allow the Proponent to make decisions with respect to the preparation and submission of a proposal;

NOW THEREFORE, FOR VALUE RECEIVED, the parties agree as follows:

ARTICLE 1: CONFIDENTIAL INFORMATION

1.1 "Confidential Information" means all non-public information of CMHC and the Absence Management Services, and all personal information of CMHC employees, disclosed to the Proponent in aggregate or otherwise, including, without limitation, any functional, technical, operational and business information relating to CMHC or its Absence Management Program including, but not limited to, demographics, policies, procedures, absence management details, financial data, product/service specifications and designs, data models, member data, medical data, return to work plans and communication plans. It also includes information orally disclosed if the disclosing party indicates at the time of disclosure the confidential or proprietary nature of the information.

ARTICLE 2: RESTRICTIONS ON USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION

2.1 Confidentiality. The Proponent shall hold the Confidential Information in the strictest of confidence, and shall not disclose, directly or indirectly, any Confidential Information to any person or entity outside of the Proponent without the prior written consent of CMHC. The Proponent shall employ such precautions as are necessary to prevent unauthorized use, access to and disclosure of Confidential Information, including but not limited to, ensuring that Confidential Information is disclosed only to those of its and its affiliates' officers and employees who: (a) have a need to know the same; (b) have been advised of the proprietary and confidential nature of the information, and the confidentiality obligations set out in this Agreement; and (c) who are bound by a similar duty of confidentiality.

2.2 Use. The Proponent agrees to use the Confidential Information solely for the purpose of making decisions related to the preparation and submission of a proposal in response to the RFP and not for any other purpose.

2.3 Return of Documents. The Proponent agrees that all originals, copies, records, notes and summaries (paper or electronic) of any nature provided by CMHC, including the Confidential Information, and all copies thereof, shall be surrendered or, at CMHC's option, certified destroyed, to CMHC immediately upon request. The Proponent shall notify CMHC immediately upon discovery of any unauthorized use or disclosure of the Confidential Information.

ARTICLE 3: REMEDIES

3.1 The Proponent agrees that a breach by it of any term or condition of this Agreement would result in serious and irreparable harm to CMHC which could not be completely compensated by monetary damages. The Proponent expressly agrees that CMHC shall be entitled to secure an appropriate legal remedy, including injunction or declaratory judgment, in the event of a breach or threatened breach of any term of this Agreement to enable CMHC to protect its rights hereunder.

3.2 All rights and remedies conferred under this Agreement or by any other instrument or law shall be cumulative, and may be exercised singularly or concurrently. Failure by CMHC to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

3.3 The Proponent agrees to indemnify and hold harmless CMHC from and against all losses, expenses, claims and liability arising out of any breach by the Proponent or its affiliates, or their respective officers, employees or representatives of this Agreement.

ARTICLE 4: GENERAL

4.1 Notices. All notices required under this Agreement shall be in writing and shall be deemed to have been given on the next day by fax or other electronic means or upon personal delivery, or in ten (10) days upon delivery in the mail, first class, with postage prepaid. Notices shall be sent to the addresses indicated below unless written notification of change of address shall have been given.

If to CMHC: CANADA MORTGAGE AND HOUSING CORPORATION
700 Montreal Road
Ottawa, Ontario K1A 0P7

Attention: [insert name]
Fax: [insert fax no]

If to Proponent: [insert details as above]

4.2 Amendment. Except as otherwise provided herein, this Agreement shall not be amended or modified, nor shall any waiver of any right hereunder be effective, unless set forth in a document executed by both parties.

4.3 Access to Information Legislation. The Proponent expressly acknowledges that as a federal crown corporation, CMHC is subject to access to information legislation. Nothing herein is intended to restrict the application of access to information legislation.

4.4 Entire Agreement. This Agreement constitutes the entire agreement with respect to the subject matter hereof and supersedes any other agreement or discussion, oral or written. This Agreement shall inure to the benefit of and be binding upon the parties and their respective permitted successors and assigns.

4.5 Severability. If any part of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.

4.6 Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Ontario, to which jurisdiction the parties attorn notwithstanding their current or future domicile.

4.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or faxed form and the parties adopt any signatures received by a receiving fax machine as original signatures of the parties.

4.8 Continuing Obligations. The Confidential Information provided to the Proponent shall retain its confidential nature and the requirements of use and confidentiality shall survive termination of this Agreement and the return of any Confidential Information.

4.9 Assignment. This Agreement may not be assigned or transferred in whole or in part by the Proponent without CMHC's prior written consent.

IN WITNESS WHEREOF this Agreement has been executed on the date first written above by the parties hereto under the hands of their duly authorized signing officers.

PROPONENT [Confirm full legal name]

Per: _____

Name:

Title:

Per: _____

Name:

Title:

**CANADA MORTGAGE AND HOUSING
CORPORATION**

Per: _____

Name:

Title: