

RFSA file no. 201402377

Responses to the questions received are as follows:

Question 14:

Reference 4.15 Intellectual Property Rights. In the this section you indicate the following: “ All Material, reports and other work product produced under the supply Arrangement and any resulting contract will become the sole property of CMHC upon coming into existence and CMHC will hold all intellectual property rights therein.” Can we assume that this provision applies to all course content/materials created and/or customized specifically for this contract and **does not apply** to those Commercial Off The Shelf (COTS) courses that may be delivered to CMHC that are also delivered to multiple clients around the globe?

Answer 14:

Section 4.15 "Intellectual Property Rights" of the template contract is replaced with the following:

4.15 Intellectual Property Rights

All information and materials produced under the Supply Arrangement and any resulting contract shall be the exclusive property of the Supply Arrangement Holder and the Supply Arrangement Holder shall have copyright therein. Without restricting the scope of any license or other right that CMHC may otherwise hold, the Supply Arrangement Holder hereby grants to CMHC an exclusive, perpetual, irrevocable, fully-paid and royalty-free right and license to use all or part of the information and materials produced under any contracts resulting from this Supply Arrangement world-wide, with the right to modify the information or materials for any purpose related to the current or future operations of CMHC. The license so granted shall survive the termination of the Supply Arrangement. The Supply Arrangement Holder represents and warrants that it has sufficient rights to satisfy this term, and that any necessary waivers of moral rights have been obtained, as provided for in the law of copyright.

Nothing in this Supply Arrangement is intended to affect the pre-existing intellectual property rights of the parties, and all personal information, whether or not it is marked as confidential.

Question 15:

Intellectual Property Rights – Please confirm that all pre-existing contractor materials will remain the property of the contractor and that CMHC will have no rights to these materials.

Answer 15:

As per section 2.17: All information and materials produced under any contracts resulting from this Supply Arrangement shall be the exclusive property of the Offeror and the Offeror shall have copyright therein. Without restricting the scope of any license or other right that CMHC may otherwise hold, the Offeror hereby grants to CMHC an exclusive, perpetual, irrevocable, fully-paid and royalty-free right and license to use all or part of the information and materials produced under any contracts resulting from this SA world-wide, with the right to modify the information or materials for any purpose related to the current or future operations of CMHC. The license so granted shall survive the termination of the Supply Arrangement.

Question 16:

On page 28, we are asked to sign the Supply Arrangement in confirmation that we agree with the terms and conditions. We have some concerns in agreeing with the following conditions:

Page 23 no. 4.15 Intellectual Property Rights: All material, reports and other work product produced under the Supply Arrangement and any resulting contract will become the sole property of CMHC upon coming into existence and CMHC will hold all intellectual property rights therein.

Page 33 no. 11 agrees that, all the materials produced under the terms of any Contract resulting from this RFSA shall be the exclusive property of CMHC, that CMHC shall have copyright therein; ...

Page 24 no. 4.19 Publication ii) has the right to edit or publish the work, in part or in its entirety; iii) shall be the sole judge of those parts of the work, or those materials and reports, that it considers for publication.

If one of our workshops is modified to meet a client need and we develop some new material (such as role plays), the rights to the workshop remains our own and clients cannot publish the work. If we design a new workshop for a client, then the material belongs to the client. How can we handle this situation? Will it be acceptable if we indicate "proprietary" (this workshop and any modifications applied to this workshop are proprietary to (firm name) – as per indicated on page 6 no. 2.11?

Answer 16:

The RFSA has been amended as follows:

- Section 4.15 "Intellectual Property Rights" of the template contract is replaced with the following:

4.15 Intellectual Property Rights

All information and materials produced under the Supply Arrangement and any resulting contract shall be the exclusive property of the Supply Arrangement Holder and the Supply Arrangement Holder shall have copyright therein. Without restricting the scope of any license or other right that CMHC may otherwise hold, the Supply Arrangement Holder hereby grants to CMHC an exclusive, perpetual, irrevocable, fully-paid and royalty-free right and license to use all or part of the information and materials produced under any contracts resulting from this Supply Arrangement world-wide, with the right to modify the information or materials for any purpose related to the current or future operations of CMHC. The license so granted shall survive the termination of the Supply Arrangement. The Supply Arrangement Holder represents and warrants that it has sufficient rights to satisfy this term, and that any necessary waivers of moral rights have been obtained, as provided for in the law of copyright.

Nothing in this Supply Arrangement is intended to affect the pre-existing intellectual property rights of the parties, and all personal information, whether or not it is marked as confidential.

- Section 4.19 "Publication" of the template contract is deleted and replaced with "4.19 Intentionally deleted".

-Appendix B - Certificate of submission of the RFSA: Item 11 is deleted and the numbering adjusted.

Any additional requested changes to the template contract must be indicated directly in the offer.

Question 17:

Reference 3.1 (under Article 3.0 Financial): in this section you state “in consideration of the performance of the Services, as described in Article 1.0, CMHC agrees to pay the contractor amount based on the Contractors rates attached as Schedule B.” In section 4.7 Pricing Scenarios you indicate that any supplied pricing will not be evaluated. Does not the preceding clause (3.1) indicate otherwise? As well 3.1 references Schedule B – Schedule B is identified in the document as “Method Of Payment” – how does that relate to the provision of firm pricing given pricing to support 3.1?

Answer 17:

Information provided by offerors in response to Section 4.7 Pricing Scenarios will not be evaluated.

Please refer to 6.1 Overview of Section 6, for information on terms and conditions of the Supply Arrangement and resulting contracts from this SA.

Question 18:

Do you currently have a pool of pre-qualified suppliers for Learning and Development Services? If so, how many firms currently hold a SA with you for these services?

Answer 18:

CMHC currently has a Supply Arrangement for learning and development services that expires in November 2014. Approximately 50 firms currently hold an SA for these services.