

## Schedule #1

### CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

**THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT** (the “**Agreement**”) is made as of **[INSERT DATE]** (the “**Effective Date**”) between:

**CANADA MORTGAGE AND HOUSING CORPORATION**, a corporation having its principal place of business located at 700 Montreal Road, Ottawa, Ontario, Canada, K1A 0P7 (hereinafter referred to as “**CMHC**”)

and:

**[NAME OF COMPANY]**, a corporation incorporated under the laws of **[SPECIFY]** whose address is at **[ADDRESS]** (“**Company**”)

**WHEREAS** it is necessary for the Company to receive or have access to certain CMHC confidential and proprietary information;

**AND WHEREAS** CMHC is willing to disclose, or permit the disclosure of certain Confidential Information (as defined below) to the Company subject to the terms of this Agreement, in order to permit the Company to consider the RFP for doccentre Services for CMHC (hereinafter the “**Purpose**”);

**NOW THEREFORE** in consideration of the mutual agreements herein by which the parties intend to be legally bound, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. For the purposes of this Agreement, “**Confidential Information**” includes, but is not limited to, any non-public information that has been or will be disclosed in any form to the Company by CMHC, any of CMHC’s contractors or any third party. It includes without limitation all information and data relating to CMHC and any of its clients, including without limitation any personal information as well as any information disclosed by third parties to the Company, any financial information, strategic information, business plans, whether communicated in written form, orally, visually, demonstratively, technically or by any other electronic form or other media, or committed to memory, and whether or not designated, marked, labelled or identified as confidential or proprietary. Confidential Information includes without limitation all analyses, compilations, records, data, reports, correspondence, memoranda, specifications, materials, applications, technical data, studies, derivative works, reproductions, copies, extracts, summaries or other information or documents containing or based upon, in whole or in part, any of the information listed in this definition. Confidential Information does not include information or data that the Company can show is or became publicly known to the Company without breach of this Agreement. Confidential Information shall not lose its confidential nature merely because it is mixed with non-confidential information.
2. The Company shall hold all Confidential Information in trust and in the strictest confidence, using efforts and a standard of care fully commensurate with those which the Company employs for protection of its own confidential information but not less than reasonable care and shall employ such precautions as are necessary to prevent unauthorized use, access to and disclosure of Confidential Information. The Company shall not disclose, directly or indirectly, the Confidential Information (or any part of it) to any third party. The Company will implement appropriate security measures consistent with best practices or otherwise take necessary precautions in order to secure the Confidential Information and ensure that appropriate technical and organizational means are in place to protect the Confidential Information against unauthorized or unlawful access

or processing and against accidental loss, destruction or damage. Use of Confidential Information by, or disclosure of Confidential Information to, any person that is not a party to this Confidentiality Agreement that results from a breach of the electronic security of the computers and data storage and retrieval systems or network of the Company will be treated as a disclosure by the Company contrary to the terms of this Agreement. Company agrees to notify CMHC immediately upon discovery of an unauthorized use or disclosure of Confidential Information or any breach of this Agreement.

3. The Company agrees to use the Confidential Information solely for the Purpose, and not for any other purpose or for the benefit of any third party. The CMHC may, in its sole discretion, provide any Confidential Information to the Company as CMHC determines is required for the Purpose.
4. All Confidential Information shall be disclosed only to those employees of the Company with a need to know the Confidential Information for the Purpose and who the Company represents, warrants and covenants are bound in writing by obligations of confidentiality no less restrictive than this Agreement. The Company shall advise the Company's employees of the confidential nature of the Confidential Information, and shall require them to agree in writing to comply with the terms contained herein on the same conditions as contained herein; and the Company shall be responsible for the failure of its employees to do so.
5. Upon request of CMHC, the Company shall return to CMHC all Confidential Information or, at CMHC's option destroy the originals and any copies of any of the Confidential Information within the possession or under the control of the Company, except where (i) the Company is required by law to retain such information, and then only for so long as the Company is so obligated, or (ii) the Company requires such information to fulfil an ongoing obligation to CMHC as acknowledged and agreed to by CMHC.
6. All Confidential Information shall remain the property of CMHC and neither the execution of this Agreement nor the disclosure of any Confidential Information to the Company shall be construed as granting to the Company any right in or license to any present or future Confidential Information.
7. Confidential Information may be disclosed by the Company solely to the extent required by court or regulatory order or as otherwise required by law or regulation, provided, however, that the Company notifies CMHC immediately upon learning of the possibility of any such requirement and has given CMHC a reasonable opportunity (and co-operated with CMHC) to contest or limit the scope of such required disclosure (including application for a protective order or other remedy).
8. The Company shall comply with all applicable legal requirements and, without limiting the generality of the foregoing, nothing in this Agreement shall be construed in a manner that would contravene the *Access to Information Act* (Canada) or the *Privacy Act* (Canada). For the purposes of access to information legislation, Confidential Information shall always be considered to be in the care and control of CMHC.
9. The Company agrees that CMHC may suffer serious and irreparable harm in the event that the Company uses or discloses the Confidential Information in violation of this Agreement or otherwise breaches this Agreement. The Company expressly agrees that CMHC is entitled to an interim and permanent injunction to prevent continuing harm.
10. 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.

11. NA
12. The Confidential Information shall retain its confidential nature and this Agreement and the restrictions on use and the obligations of confidentiality set out in this Agreement shall survive termination of this Agreement and shall continue to apply to all Confidential Information, including following the return of any such Confidential Information.
13. This Agreement shall be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein. Any proceedings initiated with respect to the Agreement will be initiated in the province of Ontario, provided that this Section shall not prevent CMHC from seeking injunctive relief in another jurisdiction.
14. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement.
15. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes any and all prior agreements, discussions or understandings, whether oral or written, pertaining to such subject matter. No amendment or waiver of any provision of this Agreement shall be binding unless made in writing and signed by the party against whom enforcement is sought. No single or partial exercise of any right or remedy under this Agreement shall preclude any other or further exercise of any other right or remedy in this Agreement or as provided at law or in equity. Rights and remedies provided in this Agreement are cumulative and not exclusive of any right or remedy provided at law or in equity.
16. The Agreement shall not be assigned in whole or in part by the Company without the prior written consent of CMHC, which may be withheld for any reason. CMHC may assign all of its rights and obligations under this Agreement without the consent of the Company. Upon any such assignment, CMHC shall provide the Company with written notice of the assignment and CMHC shall be fully released from its obligations hereunder and the assignee shall assume the rights and obligations of CMHC as if the assignee were an original party to this Agreement.
17. The parties hereto have requested that this Agreement and all correspondence and all documentation relating to this Agreement, be written in the English language. Les parties aux présentes ont exigé que la présente entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en langue anglaise.
18. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Counterparts may be executed either in original, faxed, PDF or other electronic form and the parties will adopt any signatures received electronically as original signatures of the parties; provided, however, that any party providing its signature in such manner will, if requested, promptly forward to the other party an original of the signed copy of this Agreement which was so faxed.

**IN WITNESS WHEREOF** the parties have executed this Agreement under seal as of the Effective Date first written above.

**COMPANY**

Signature: \_\_\_\_\_  
Name:  
Title:

Signature: \_\_\_\_\_  
Name:  
Title:

I/we have authority to bind the company.

**CANADA MORTGAGE AND HOUSING CORPORATION**

Signature: \_\_\_\_\_  
Name:  
Title:

Signature: \_\_\_\_\_  
Name:  
Title:

I/we have authority to bind the company.

OTT\_LAW\ 5602185\2