REQUEST FOR PROPOSAL (RFP)

For

Data Quality Management & Collibra Configuration Services

Request for Proposal (RFP) No.:	**RFP001562**
Issued:	**September 30, 2022**
Submission Deadline**:**	**2:00 PM EDT on October 21, 2022**
Address Inquiries to RFP Contact:	**David LaBerge**
Email:	**dlaberge@cmhc-schl.gc.ca**

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PART 1 – SUBMISSION INSTRUCTIONS

1.1 OBJECTIVE OF THIS RFP

Canada Mortgage and Housing Corporation ("CMHC") is the Government of Canada's National Housing Agency, with a mandate to help Canadians gain access to a variety of affordable housing options. It is a Crown Corporation, with a Board of Directors, reporting to Parliament through the Minister of Housing and Diversity and Inclusion,

CMHC has 2,000 employees located at its National Office in Ottawa, and at various business centres throughout Canada. The business centre areas are divided into five regions: Atlantic; Quebec; Ontario; British Columbia; and Prairies & Territories.

With this RFP, CMHC is seeking prospective proponents to submit proposals for Data Quality Operating Model & Collibra Configuration Service, as further described in Section A and B of the RFP Specifications (Appendix C).

It is CMHC's intention to enter into an agreement on a non-exclusive basis with the successful proponent. The term of the agreement resulting from this RFP is to be for an initial period of one (1) year, with the option to extend the agreement on the same terms and conditions for an additional period of up to two (2) years.

1.2 RFP CONTACT

For the purposes of this procurement process, the "RFP Contact" will be:
dlaberge@cmhc-schl.gc.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, appointed officials or other representatives of CMHC, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent's proposal.

1.3 TYPE OF CONTRACT FOR DELIVERABLES

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with CMHC for the provision of the scope of work and deliverables (collectively the "Deliverables"). The terms and conditions found in the Form of Agreement (Appendix D) are to form the basis for the agreement between CMHC and the selected proponent.

1.4 RFP PROCESS TIMETABLE

Issue Date of RFP	September 30, 2022
Deadline for Questions	2:00 PM EDT on October 7, 2022
Deadline for Issuing Addendum	October 11, 2022
Submission Deadline of proposals	2:00 PM EDT on October 21, 2022
Evaluation Deadline	October 2022
Anticipated Contract Negotiation Period	November 2022
Anticipated Execution of Agreement	November 2022

The RFP timetable is tentative only, and may be changed by CMHC at any time. Changes will be communicated in accordance with Section 3.2.2.

1.5 SUBMISSION OF PROPOSALS

1.5.1 PROCUREMENT BUSINESS NUMBER

CMHC utilizes the Supplier Registration Information ("SRI") database maintained by Public Services and Procurement Canada ("PSPC") as the official CMHC source list. All proponents should be registered with PSPC prior to submitting a proposal. The Procurement Business Number ("PBN") provided by this registration must be included with the proponent's proposal. If proponents are not registered and wish to do so, please access https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier

1.5.2 PROPOSALS TO BE SUBMITTED AT THE PRESCRIBED LOCATION IN PRESCRIBED MANNER

Proposal submissions must be emailed to CMHC's electronic bid submission system ("EBID") to the address indicated below:

Email Address**:** **EBID@cmhc-schl.gc.ca** ("Submission Location")

Proposals sent to any other e-mail address will not be considered.

Please be advised that EBID has a size limitation of 10 MB. Proponents may submit their proposal in multiple smaller files indicating the number of emails submitted (for example: email 1/3, 2/3, 3/3) in the body of the email. Individual files are to be submitted in Microsoft Word, PowerPoint, Excel or pdf format.

Note: Rich Text formatted or compressed (zipped) documents cannot be opened by CMHC.

Upon receipt of proposals, an automated confirmation will be issued by EBID to the sender's e-mail address. It is strongly recommended that proponents follow up with the RFP Contact should they not receive said confirmation within thirty (30) minutes of their submission.

1.5.3 PROPOSALS TO BE SUBMITTED ON TIME

Proposals must be submitted pursuant to Section 1.5.2 above and on or before the submission deadline: October 21 at 2:00 PM Ottawa **local time** ("Submission Deadline")

Proposals submitted after the Submission Deadline will be rejected. CMHC does not accept any responsibility for proposals delivered to any other location or by any other means by the proponent. Proponents are advised to make submissions well before the Submission Deadline. Proponents making submissions near this deadline do so at their own risk. Proponents will be deemed to be received when they enter into CMHC's systems and CMHC accepts no responsibility for proposals sent prior to this deadline that fail to enter into CMHC's systems by the Submission Deadline. For the purposes of this section, the time of delivery is deemed to be the time recorded by CMHC's systems.

1.5.4 AMENDMENT OF PROPOSALS

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment by email prominently marked with the RFP title and number and the full legal name and return address of the proponent to the email address set out above. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace. CMHC will assess the proposal “as is” and CMHC will not correct or accept any responsibility for errors submitted by the proponent.

1.5.5 WITHDRAWAL OF PROPOSALS

At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent. CMHC is under no obligation to return withdrawn proposals.

[End of Part 1]

PART 2 – EVALUATION, NEGOTIATION AND AWARD

2.1 STAGES OF EVALUATION AND NEGOTIATION

CMHC will conduct the evaluation of proposals and negotiations in the following stages:

2.1.1 STAGE I – MANDATORY SUBMISSION REQUIREMENTS

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements due at time of submitting the proposal, such as licences or certificates, and detailed in Section H of the RFP Specifications (Appendix C). Should a proponent not include a submission requirement with its proposal, the proponent will be notified by CMHC and will have forty eight (48) hours from the time of notification to meet this requirement. Only proponents who meet the mandatory submission requirements will move on to the next stage 2.1.2 A.

2.1.2 STAGE II – EVALUATION

Stage II will consist of the following two (2) sub-stages:

A. MANDATORY TECHNICAL REQUIREMENTS

CMHC will review the proposals to determine whether the mandatory technical requirements of the Deliverables, as detailed in Section I of the RFP Specifications (Appendix C), have been met. The mandatory technical requirements must be met (assessment on a pass/fail basis) before the rated criteria can be considered. Questions or queries on the part of CMHC as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Section 3.2.4 of Part 3. Only proponents who meet the mandatory technical requirements will move on to the next sub-stage 2.1.2 B.

B. RATED CRITERIA

CMHC will evaluate each qualified proposal on the basis of the rated criteria as set out in Section K of the RFP Specifications (Appendix C).

2.1.3 STAGE III – PRICING

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in the Pricing Form (Appendix B).

2.2 RANKING AND CONTRACT NEGOTIATIONS

2.2.1 SCORING BY THE EVALUATION TEAM

The following scoring matrix has been developed to assist the Evaluation Team in the scoring process of the rated criteria and the presentation detailed in Appendix C, Section K.

Score	Evaluation Conclusion	Description

10	Complete and clear description provided that exceeds the requirements of the criteria. No weaknesses or deficiencies that would pose any risk to the proponent's ability to satisfy the requirement.	Outstanding
9	Complete and clear description provided of the proponent's ability to meet the criteria. No evident weaknesses or deficiencies that would pose any risk to the to the proponent's ability to satisfy the requirement.	Excellent
7-8	Above average description provided of the proponent's ability to consistently meet key criteria. Minimal weaknesses and/or deficiencies could exist, but would not pose any significant risk to the proponent's ability to satisfy the requirement.	Very Good
5-6	Average description provided of the proponent's ability to meet key criteria. Minimal weaknesses and/or deficiencies could exist, but would not pose any significant risk to the proponent's ability to satisfy the requirement.	Good
3-4	Weak information was provided with only a partial description of the proponent's ability to meet the criteria. There are discrepancies and/or deficiencies that pose some risks to the proponent's ability to satisfy the requirement.	Fair
1-2	Very limited information was provided to assess the proponent's ability to meet the criteria. There are serious discrepancies and/or deficiencies that pose important risks to the proponent's ability to satisfy the requirement.	Unsatisfactory
0	Little or no information provided to assess the proponent's ability to meet the criteria.	No Response

Partial scores (for example 1.5, 2.5, 3.5 and so on) may be assigned. Individual proponent scores will be reviewed and tabulated to reach an average score multiplied by the percentage weighting for each rated criteria except for pricing, which will be evaluated as described in Appendix B – Pricing Form.

2.2.2 RANKING OF PROPONENTS

After the completion of Stage III, all scores from Stage II (B) and Stage III will be added together, and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with CMHC. In the event of a tie, the successful proponent will be the proponent selected by way of negotiations, requiring proponents to answer additional questions, provide supplementary information or make additional presentations such that CMHC may revisit and re-evaluate the proponent's proposal or ranking on the basis of any such information in an effort to select a top-ranked proponent.

2.2.3 CONTRACT NEGOTIATION PROCESS

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP process (Part 3). The negotiation process will not constitute a legally binding offer to enter into a contract on the part of CMHC or the proponent and there will be no legally binding relationship created with any proponent prior to the execution by both CMHC and the proponent of a written agreement. The terms and conditions found in the Form of Agreement (Appendix D) are to form the basis for commencing negotiations between CMHC and the selected proponent. As a part of the negotiation process, CMHC may request supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation and CMHC may include requests for improved pricing or performance terms from the proponent.

2.2.4 TIME PERIOD FOR NEGOTIATIONS

CMHC intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, in accordance with the timeframe outlined under Section 1.4 of this RFP. A proponent invited to enter into direct contract negotiations should therefore be prepared to: (i) satisfy the pre-conditions of award listed in Section J of the RFP Specifications (Appendix C), (ii) provide requested information in a timely fashion, and (iii) conduct negotiations expeditiously.

2.2.5 FAILURE TO ENTER INTO AGREEMENT

If the pre-conditions of award listed in Section J of the RFP Specifications (Appendix C) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the contemplated Contract Negotiation Period, pursuant to 1.4 of this RFP, then CMHC may discontinue negotiations with the top-ranked proponent and invite the next-best-ranked proponent to enter into negotiations. This process will continue until: (i) an agreement is finalized, (ii) there are no more proponents remaining that are eligible for negotiations or (iii) CMHC elects to cancel the RFP process.

2.2.6 NOTIFICATION OF NEGOTIATION STATUS

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 GENERAL INFORMATION AND INSTRUCTIONS

3.1.1 PROPONENTS TO FOLLOW INSTRUCTIONS

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.1.2 PROPOSALS IN ENGLISH OR FRENCH

Proposals can be submitted in English or French.

3.1.3 NO INCORPORATION BY REFERENCE

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

3.1.4 REFERENCES AND PAST PERFORMANCE

In the evaluation process, CMHC may include information provided by the proponent's references and may also consider the proponent's past performance or conduct on previous contracts with CMHC or other institutions.

3.1.5 INFORMATION IN RFP ONLY AN ESTIMATE

CMHC and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.6 PROPONENTS TO BEAR THEIR OWN COSTS

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 PROPOSAL TO BE RETAINED BY CMHC

All proposals and related materials provided by the proponent shall, as of the Submission Deadline, become the sole property of CMHC and will not be returned to the proponent.

3.1.8 TRADE AGREEMENTS

Proponents should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement and/or Chapter 19 of the Canada-European Union (EU) Comprehensive Economic and Trade Agreement (CETA) are subject to that trade agreement but that the rights and obligations of the parties will be governed by the specific terms of this RFP.

3.1.9 NO GUARANTEE OF VOLUME OF WORK OR EXCLUSIVITY OF CONTRACT

CMHC makes no guarantee of the value or volume of Deliverables to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. In its sole discretion, CMHC may contract with others for goods and services that are the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 COMMUNICATION AFTER ISSUANCE OF RFP

3.2.1 PROPONENTS TO REVIEW RFP

Proponents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions, pursuant to Section 1.4 of this RFP. No such communications are to be directed to anyone other than the RFP Contact. CMHC is under no obligation to provide additional information, and CMHC is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. CMHC is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2 ALL NEW INFORMATION TO PROPONENTS BY WAY OF ADDENDA

This RFP may be amended only by addendum in accordance with this section. If CMHC, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by CMHC. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 POST-DEADLINE ADDENDA AND EXTENSION OF SUBMISSION DEADLINE

If CMHC determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, CMHC may extend the Submission Deadline for a reasonable period of time.

3.2.4 VERIFY, CLARIFY AND SUPPLEMENT

When evaluating proposals, CMHC may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section I of the RFP Specifications (Appendix C). CMHC may revisit and re-evaluate the proponent's proposal or ranking on the basis of any such information.

3.3 NOTIFICATION AND DEBRIEFING

3.3.1 NOTIFICATION TO OTHER PROPONENTS

Once an agreement is executed by CMHC and a proponent, the other proponents will be notified of the outcome of the procurement process.

3.3.2 DEBRIEFING

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of such notification. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome. The debriefing will be provided in writing.

3.3.3 PROCUREMENT PROTEST PROCEDURE

If a proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with the applicable trade agreement. The notice must provide a detailed explanation of the proponent's concerns with the procurement process or its outcome.

3.4 CONFLICT OF INTEREST AND PROHIBITED CONDUCT

3.4.1 CONFLICT OF INTEREST

CMHC may disqualify a proponent for any conduct, situation or circumstances, determined by CMHC, in its sole and absolute discretion, to constitute a "Conflict of Interest", as defined in the Submission Form (Appendix A).

3.4.2 DISQUALIFICATION FOR PROHIBITED CONDUCT

CMHC may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if CMHC determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.3 PROHIBITED PROPONENT COMMUNICATIONS

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix A).

3.4.4 PROPONENT NOT TO COMMUNICATE WITH MEDIA

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

3.4.5 NO LOBBYING

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

3.4.6 ILLEGAL OR UNETHICAL CONDUCT

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying (as described above) or other inappropriate communications; offering gifts to any employees, officers, agents, appointed officials or other

representatives of CMHC; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process.

3.4.7 PAST PERFORMANCE OR PAST CONDUCT

CMHC may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process with CMHC or any other organization, including but not limited to the following:

illegal or unethical conduct as described above;
the refusal of the supplier to honour its submitted pricing or other commitments; or
any conduct, situation or circumstance determined by CMHC, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5 CONFIDENTIAL INFORMATION

3.5.1 CONFIDENTIAL INFORMATION OF CMHC

All information provided by or obtained from CMHC in any form in connection with this RFP either before or after the issuance of this RFP:

is the sole property of CMHC and must be treated as confidential;

is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;

must not be disclosed to third parties without prior written authorization from the RFP Contact; and

must be returned by the proponent to CMHC immediately upon the request of CMHC.

3.5.2 CONFIDENTIAL INFORMATION OF PROPONENT

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by CMHC. The confidentiality of such information will be maintained by CMHC, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that as a Crown Corporation, CMHC is subject to the federal legislation with respect to access to information and privacy. Information submitted by third parties will be protected or may be required to be disclosed in specific circumstances pursuant to the federal legislation. Proponents are also advised that their proposals may, as necessary, be disclosed on a confidential basis, to CMHC's advisers retained to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

3.6 PROCUREMENT PROCESS NON-BINDING

3.6.1 NO CONTRACT A AND NO CLAIMS

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- this RFP will not give rise to any Contract A–based concept or any other similar legal concepts or principles that may be applicable to the procurement process; and

- neither the proponent nor CMHC will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the selection of proponents, a decision to reject a proposal or disqualify a proponent, or a decision of the proponent to withdraw its proposal.

Notwithstanding the foregoing or anything to the contrary herein, CMHC's total liability to proponents for any cause of action arising out of or in relation to this RFP process, giving rise to liability, whether in contract or in tort, shall be limited to the reasonable costs incurred by proponents in preparing its proposal for matters relating to this RFP process. In no event, whether in contract or in tort shall CMHC be liable for any indirect, consequential, exemplary, punitive, incidental, or special damages or lost profits, even if CMHC has been advised of the possibility of such damages in advance.

3.6.2 NO CONTRACT UNTIL EXECUTION OF WRITTEN AGREEMENT

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any goods or services will be created between the proponent and CMHC through this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 NON-BINDING PRICE ESTIMATES

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely affect the evaluation or ranking or the decision of CMHC to enter into an agreement with the proponent for the Deliverables.

3.6.4 CANCELLATION

CMHC may cancel or amend the RFP process without liability at any time.

3.7 GOVERNING LAW AND INTERPRETATION

These Terms and Conditions of the RFP Process:

- are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision).
- are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – SUBMISSION FORM

1. PROPONENT INFORMATION

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Procurement Business Number (PBN):	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Email:	

2. ACKNOWLEDGMENT OF NON-BINDING PROCUREMENT PROCESS

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any goods or services will be created between CMHC and the proponent unless and until CMHC and the proponent execute a written agreement for the Deliverables.

3. ABILITY TO PROVIDE DELIVERABLES

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and

warrants its ability to provide the Deliverables in accordance with the requirements of this RFP.

4. NON-BINDING PRICING

The proponent has submitted its pricing in accordance with the instructions in the RFP and in the Pricing Form (Appendix B). The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work with CMHC.

5. ADDENDA

The proponent is deemed to have read and taken into account all addenda issued by CMHC prior to the Deadline for Issuing Addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line:_____. Proponents who fail to complete this section will be deemed to have received all posted addenda.

6. NO PROHIBITED CONDUCT

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

7. CONFLICT OF INTEREST

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

> in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of CMHC in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
>
> in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

For the purposes of section 7 (a)(i) above, proponents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (1) participated in the preparation of the proposal; **AND** (2) were employees of CMHC within twelve (12) months prior to the Submission Deadline. Any former public office holder must be in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (2012) in order to derive a direct benefit from any contract which may arise from this RFP.

If the box below is left blank, the proponent will be deemed to declare that (1) there was no Conflict of Interest in preparing its proposal; and (2) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

8. DISCLOSURE OF INFORMATION

The proponent warrants that neither the proponent nor one or more of the proponent's directors, officers or employees have been convicted or sanctioned for an offence involving bribery, corruption or workplace safety at any time. If such convictions exist, the details of such convictions or sanctions are to be disclosed in the proponent's proposal.

It is understood that CMHC will have the sole discretion to determine whether such convictions are grounds for removing the proponent from further consideration in the RFP process or requiring that the proponent exclude certain employees from involvement in the provision of goods and/or services contemplated herein.

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by CMHC to the advisers retained by CMHC to advise or assist with the RFP process, including with respect to the evaluation this proposal.

9. SECURITY CLEARANCE

The proponent agrees that it and any other persons for which it is responsible, who are to perform the work as stated in this RFP, at the request of CMHC will comply with security screening as outlined in Section E. Security of the RFP Specifications (Appendix C).

Signature of Witness	Signature of Proponent Representative
Name of Witness	Name of Proponent Representative
	Title of Proponent Representative
	Date

I have the authority to bind the proponent.

APPENDIX B – PRICING FORM

1. INSTRUCTIONS ON HOW TO COMPLETE PRICING FORM

Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST**,** which should be itemized separately.

Rates quoted by the proponent must be all-inclusive and must include all labour and material costs, on-going maintenance costs, all travel and carriage costs, all insurance costs, all costs of delivery (including any on-boarding/training costs, if not listed separately in the pricing form), all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

Travel expenses are considered separate expenses and will be reimbursed in accordance with CMHC's Travel Policy outlined in the Form of Agreement included in Appendix A of this RFP.

2. EVALUATION OF PRICING

Pricing is worth 15 points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Form. Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated in accordance with the following formula:

Lowest price ÷ proponent's price x weighting = proponent's pricing points

3. PRICING FORM

Stream 1

Resource Title	Resource Name	Resource Level (junior, intermediate, senior, advanced etc.)	Level of effort (e.g. hours or days etc.)	Rate per Hour or Day	Total
				Total excluding tax	
				HST 13%	

Total including tax	

Stream 2

Resource Title	Resource Name	Resource Level (junior, intermediate, senior, advanced etc.)	Level of effort (e.g. hours or days etc.)	Rate per Hour or Day	Total
				Total excluding tax	
				HST 13%	
				Total including tax	

Stream 3

Resource Title	Resource Name	Resource Level (junior, intermediate, senior, advanced etc.)	Level of effort (e.g. hours or days etc.)	Rate per Hour or Day	Total
				Total excluding tax	

HST 13%	
Total including tax	

The blanks rows are provided in the table above for the proponent populate with their proposed resources.

In addition, the proponent must indicate the following:

- Detail what is included in the above fixed rate per hour
- Identify any expected value associated with project accelerators
- Detail any scope assumptions impacting the above costs

APPENDIX C – RFP SPECIFICATIONS

BACKGROUND

The objective of the Enterprise Data Governance Office (EDGO) is to align to enterprise and business strategy to enhance the value of our data by ensuring the policies, standards, processes, and tools are in place and reflect a strong commitment to data governance practices and acts as an enabler for all data driven activities.

Over the last five years, CMHC has established an Enterprise Data Governance Program supported by a multitude of reference materials to support its development and its operations. In the first half of this year, EDGO has invested in developing a new policy and guidelines. Our CMHC Corporate Information Governance Policy provides, from a high level, the overall direction for all directives and guidelines.

In continuation of this work, EDGO wishes to continue maturing by configuring it's Collibra and Informatica IDQ (Informatica Data Quality) implementation to reflect the new Corporate Information Governance policy, Data Classification, Metadata Management and Data Quality guidelines in addition to a new data domain model.

THE DELIVERABLES

With this RFP CMHC is seeking proposals from Proponents with a proven track record in providing professional services to stand-up a Data Quality Management Framework, Configure Informatica Data Quality and Collibra Data Catalogue in a SAAS (Software as a Service) environment which connects with our Microsoft Azure Data Lake and Warehouse. Additionally, CMHC is seeking proponents that can offer technical expertise on configuring Collibra Workflows, Business Term Workflows, Ensure connectivity between Collibra and ServiceNow.

The objective of this RFP is to select up to one (1) Proponent per stream. Proponents may respond to one (1) or multiple streams.

The terms of the agreement(s) resulting from this RFP process will be as follows:

Stream 1: One (1) year initial term with two (2) one (1) – year options to extend

Stream 2: One (1) year initial term with two (2) one (1) – year options to extend

Stream 3: One (1) year initial term with two (2) one (1) – year options to extend

Stream 1: Define a Data Quality Management Framework and Implementation Timeline
This will include the definition of a Data Quality Management directive and a Data Integration Directive, together with standards and guidelines that will guide its implementation in the organization. This will also include the procedures required at a tactical level to define the "how-to" implement data quality guidelines and standards leveraging the Data Quality (IDMC) technology and support on developing any other artifacts required for it (i.e.: SharePoint, excel templates, service now, etc.).

EDGO is also committed to a targeted implementation pilot project and use cases as defined in Appendix N that will start operationalizing Data Quality Management, leading to business value. To achieve this, the team has produced a high-level roadmap included in the DG (Data

Governance) program charter. This needs to be more detailed in order to explain how Data Quality Management will be deployed in CMHC starting with use cases stated in Appendix N and taken to an organization level.

Stream 2: Operationalize Data Quality Management
This stream will execute on the guidelines and procedures in the scope of the use cases to start operationalization of DQM (Data Quality Management) within EDGO and the business. This will include activities such as Data Quality Assessments (inc. Profiling), definition and configuration of data quality rules, KPIs (Key Performance indicators) and dashboards for monitoring. Kick off DQ (Data Quality) monitoring within the Stewardship network and DQ risks and issues management.

The proponent will leverage CMHC Informatica Data Quality tool capabilities (IDMC) as well as any artifacts created by Stream 1. The team will work together with the EDGO DQ resources associated to this mandate.

Stream 3: Operationalize our Information Governance Policy, Standards and Guidelines (Non DQM)
This stream will transform standards and guideline into procedures on “how-to” implement this using Collibra. It will also perform end-user configurations required in Collibra to be aligned with new guidelines and procedures, as well as new data domains to be defined by the EDGO team in the scope of the use cases (Appendix N) selected.
This stream of work will focus on Data Classification, Metadata Management (Data Catalog and Business Glossary) procedures.

The Proponent will leverage CMHC’s Informatica Data Quality and Collibra infrastructure to attain the use case benefits. Both applications are managed from a system, security, and database administration perspective by our IT (Information Technology) partner in addition to each one of the vendors (Collibra and Informatica).

Collibra has already been used at CMHC for the last 6 years, having started with an on-prem implementation and completing our cloud SaaS (Software as a Service) migration in 2021.

IDQ has been used at CMHC for the last 6 years, having started with an on-prem implementation and starting our IDMC implementation this year. The IDMC technical enablement project includes security and integration of informatica SaaS environment to CMHC data sources, and it is planned to be completed by Q4-2022).

Steam 1: Define a Data Quality Management Framework and Implementation Timeline

ID	Category	Requirement
DQM-1	Must Have	Develop a Data Quality Directive that conforms to the CMCH Policy Framework. The directive which consists of a set of instructions intended to authoritatively guide, govern, or influence operational processes as well as how to perform an action or reach a goal which is aligned with the Corporate Information Governance Policy and Data Classification. The directive should address the roles and responsibilities of all employees who use or create data.
DQM-2	Must Have	Develop a Data Integration Directive that conforms to the CMHC Policy Framework. The directive will specify instructions on how best to integrate new data into the CMHC Azure Data Lake and Data Warehouse and specify the norms and actions to follow for development and test environment and what standards to conform to in lower environments. The directive should address the roles and responsibilities of all employees who use or create data or are working with the Data Lake or Warehouse.
DQM-3	Must Have	Develop Data Quality Standards and Guidelines that guide the operationalization of the Data Quality Directive.
DQM-4	Must Have	Develop a Data Quality Management framework and timeline that explains how Data Quality will be implemented from a strategic perspective and demonstrate the value of the Data Quality Management framework as to risk mitigation and data valorisation.
DQM-5	Must Have	The Data Quality Management framework should include an operating model, processes and RACI that is aligned with our DG Operating Model. RACI should cover all key stakeholders in the data stewardship network The aim of the organization is to implement a hub-spoke model, where business stakeholders (data stewards, business support groups and business operation teams) are guided and supported by the data governance team on the execution of data quality initiatives. The DQM framework should cover all phases of Data Quality Management: Data Quality Assessment/Discovery, Data Quality Rules, DQ Risk and Issues Management, Data Quality KPISs and Monitoring) and identifying and defining new data quality controls. This framework will need to be presented and agreed to by stakeholders in the compliance and IT teams, as well as communicated to business stakeholders.
DQM-6	Must Have	The Data Quality Implementation timeline aim is to explain the implementation timeline for the operationalization of the data quality framework within a 3 years timeframe, with higher detail for 2022-2024. It should be used as an input for our corporate data program roadmap as well as our Data Governance Program Charter.

		The Data Quality Implementation timeline should be done from a people, process, and technology perspective. Explaining what, how and when data quality capabilities will be deployed into the business lines.
DQM-7	Must Have	Develop data quality management procedures at a tactical level that will explain the "how-to" follow the data quality guidelines and standards using technology (Informatica Data Quality SAAS and Integration IDMC-Collibra) and any other artifacts required (i.e.: SharePoint, excel templates, service now). Lead and support development of artifacts.
DQM-8	Must Have	Capture lessons learned from the operationalization use cases defined in Appendix N to efficiently evolve Data Quality guidelines into a standard that define specific and explicit operational requirements, including performance thresholds that are deemed necessary to support the achievement of the specific outcomes set out by the Corporate Information Governance Policy. Provide a methodology to conduct post mortems and operationalize feedback loops for continuous improvement.
DQM-9	Must Have	DQ Technology Capabilities Strategy. Define target state capability and application architecture for Data Quality tools usage at CMHC, explaining when and where to use each type of DQ tool. This should consider source systems capabilities required for data deduplication and validation. Focus on property, borrower, and lender data. This information will be reviewed with enterprise architecture and proposed to be added to the architecture principles or guidelines.
DQM-10	Must Have	Support definition of role base security access to IDMC DQ tools, considering current and future usage of the tool indicated in the new DQ Operating model. This includes: - Definition of personas for usage of DQ tools - Estimation of number of users per persona, aligned with DQ implementation timeline - Provide best practices and recommendation for securing highly sensitive data during profiling activities
DQM-11	Must Have	Support EDGO on the definition of a support model for data quality management tools, that is included into the new DQ Operating Model.
DQM-12	Must Have	Operationalize the management of risk and issues related to data quality for the organization and provide guidelines to evaluate the success of mitigation measures put in place
DQM-13	Must Have	Prepare and execute a change management and communications strategy and detailed plan that supports the operationalization of the DQM framework. This should include a training plan (IT and business) leveraging training provided by the vendor and any other artifacts developed as part of this mandate (Stream 1 and 2)

DQM-14	Nice to have	Contribute to documenting requirements for a data quality dashboard

Stream 2: Operationalize Data Quality Management

ID	Category	Requirement
OPDQ-1	Must Have	Following the technical enablement of Informatica SAAS data quality tools. Support the EDGO team on approval of it by conducting validation of IDMC Data Quality Components such as but not limited to: • Address Doctor • Other data cleansing functions included in Informatica IDMC license • Other tools required in the data quality and MDM ecosystem (dashboard, processes framework, conformity tools, etc.)
OPDQ-2	Nice to Have	Support the EDGO team in completing the profiling of data for the Property Valuation use case (Appendix N), up to 5 data sources: Homeowner Portfolio, CRM (Client Relationship Management) Location, Property Sales Assessment Database (PSAD), Enterprise Property Service Database (EPS), Survey Homeowner Data. The EDGO team has already profiled 75% of this data in the current IDQ-On Premise application.
OPDQ-3	Must Have	Support the EDGO team on the evaluation of migration from current On-Prem IDQ to new IDMC DQ tools and integration with Collibra. Conduct and provide results of an analysis of the current Informatica Data Quality environment and existing connections. The analysis will provide insights into the following: • What is utilized and not utilized form the current data quality tools • Provide insights into areas of improvement and recommendations to decommission certain components • Strategy to migrate to a Informatica DQ Cloud Based SaaS offering (IDMC)
OPDQ-4	Nice to Have	Conduct Migration from current IDQ implementation to the Cloud based IDQ. (This will be confirmed after the impact analysis and migration plan has been completed)
OPDQ-5	Must Have	Conduct and operationalize a Phase 1 pilot which has the following applications in scope: CRM, Homeowner Application, Survey data Scope of Data: Property Data (data subject identification has already been performed by the MDM (Master Data Management) team and can be utilized to complete all other DQ activities).

OPDQ-6	Must Have	Conduct and operationalize a Phase 1 pilot for Property data which consists of the following but not limited to activities: • Identification of critical data elements • Data classification • Business glossary • DQ assessment: profiling & recommendations • Data quality improvement plan / strategy on how to leverage data quality tools and internal resources for data cleansing and-or implementation of quality controls • Develop Data quality rules, key performance indicators and Monitoring Dashboards.
OPDQ-7	Nice to Have	Prepare the following documents: • Conceptual and logical data model for Party data (using as input data domain and subdomains identified on the business information model)
OPDQ-8	Must Have	Any development for IDMC should go through the cycles: development, QA (Quality Assurance), SIT, UAT (User Acceptance Testing) and production. Dev Ops will be worked in conjunction of our IT partner and will need to complete all service introduction steps required by the operations support team.
OPDQ-9	Nice to Have	Develop a user interface for data stewards in IDMC to identify data quality issues (exceptions), that can be used as an inbox.
OPDQ-10	Must Have	Conduct and operationalize a Phase 2 pilot which has the following applications in scope: CRM, Homeowner Application, ERP, Survey data Scope of Data: Party Data: Borrower, Lender, Contact, Organization
OPDQ-11	Must Have	Conduct and operationalize a Phase 2 pilot for Party data which consists of the following but not limited to activities: • Identification of critical data elements • Data classification • Business glossary • DQ assessment: profiling & recommendations • Data quality improvement plan / strategy on how to leverage data quality tools and internal resources for data cleansing and-or implementation of quality controls • Develop Data quality rules, key performance indicators and Monitoring Dashboards.
OPDQ-12	Must Have	Provide documentation on all developed components and training to the EDGO and IT partner support team (if required).

OPDQ-13	Nice to Have	Include BPMN documentation of processes for DQM

Stream 3: Operationalize our Information Governance Policy, Standards and Guidelines (Non DQM)

ID	Category	Requirement
CONFIG-1	Must Have	Conduct an impact analysis outlining risks and recommendations on CMHC current Collibra implementation. The analysis will provide insights into the following: • Develop configuration requirements based on the impact analysis and recommendation. • Configuring Collibra to newly approved Data Classification guideline and standard. • Impacts that new metadata guideline and standard have on the data catalogue, business term workflows or any deployed Collibra component. • Impact of implementing a revised data domain approach. • Any impacts that new data classification and metadata guidelines and standards have on Collibra Shopping Cart and its associated workflows and integration points with ServiceNow. • Ability to implement newly approved data classification and metadata standards in the Collibra Policy Manager to measure adoption, compliance, and risks with metrics. • Change on RACI for DG business stakeholders. Impact on data access approval process. (Shopping cart)
CONFIG-2	Must have	Build requirements with EDGO stakeholders and Configure Collibra production, development, and test environments through the creation of workflows or changes to the asset model to adhere to newly revised metadata guideline and standard. Provide best practices on the environment landscape for DQM/metadata functions
CONFIG-3	Must Have	Build requirements and configure Collibra production, development, and test environments through the creation of workflows or changes to the asset model to adhere to newly revised data classification guideline and standard. Provide best practices on the environment landscape for DQM/metadata functions
CONFIG-4	Must Have	Perform an assessment and document recommendation with requirements on how to configure Collibra to store data governance policies, directives and standards and monitor compliance.
CONFIG-5	Must Have	Develop and configure metrics pages in PowerBI and/or Collibra to measure compliance to data governance policy, directives and standards related to data classification and metadata standards. Reports must be consumable by business stakeholders.

CONFIG-6	Must Have	Build requirements and configure Collibra environment through the creation of workflows or changes to the asset model to adhere to the newly developed data domains and their but not limited to the following associated data assets. Data Dictionary Business Glossary Data Lineage Business Term Workflows Shopping Cart Workflows Data Quality Metrics Business Rules Policy Manager
CONFIG-7	Must Have	Configure Collibra and Informatica Data Quality to display data quality results within Collibra. For integration with Informatica Data Quality, evaluate if integration is preferred with new SAAS version or needs to be maintained with current On-Prem version.
CONFIG-8	Must Have	Ensure that Data Domains identified within the use cases in Appendix N are appropriately configured within Collibra.
CONFIG-9	Must Have	Configure Business glossary to include business terms, KPIs, reports, synonyms and acronyms as needed for the business cases specified in Appendix N.
CONFIG-10	Nice to Have	Build requirements and configure Assessment's module to support Privacy Impact Assessments.
CONFIG-11	Must Have	Build requirements and configure PowerBI connector in the Production environment.
CONFIG-12	Nice to Have	Change management, communication, training materials to support all configurations to support use cases as identified in Appendix N.
CONFIG-13	Nice to Have	Develop procedural documents that can be leveraged by data custodians and data stewards on how to complete the following:

		• Conduct Data Classification in Collibra according to approved data classifications standards. • Document all required metadata within Collibra as outlined by CMHC metadata standards.
CONFIG-14	Must Have	Conduct knowledge transfer sessions with editable documentation written in Microsoft Office with EDGO operational staff.
CONFIG-15	Nice to Have	Provide recommendations on the current Collibra configuration and the need for multiple instances. Evaluate the need to migrate current data to a new "enterprise wide" instance of Collibra or keep and evolve the current existing instance and provide an impact analyses for both options

WORK LOCATION

The work will be performed at CHMC National Office located at 700 Montreal Road, Ottawa, ON, K1A 0P7.

Remote work done by the contractor must be done from within Canada or a country that has bilateral security agreement with Canada.

TRAVEL

If applicable, travel costs will be paid by CMHC based on CMHC Travel Policy which covers expenses such as flight, hotel, three meals per day and miscellaneous expenses for incidentals.

SECURITY

Employees of the proponent and, if applicable, subcontractors may be required to undergo a criminal records check and/or hold a valid personnel security screening at the level of **RELIABILITY** prior to commencement of any work under the Agreement and must provide the results of the check to CMHC's corporate security department. CMHC reserves the right to disallow any person to carry out work under the Agreement on the basis of the results of the criminal records check/security clearance. Each of the proponent's proposed staff or subcontractors, who do not hold a valid clearance, will be required to complete a "Security Clearance Form" (67934) upon request from CMHC.

CMHC DATA

The purpose of this section is to set out the proponent's obligations in respect of the technology, the property, CMHC intellectual property rights, CMHC developments and/or CMHC confidential information ("CMHC Data") residing on the proponent's network or for which the proponent has access, custody or control.

The proponent shall store CMHC Data in Canada at all times and data in transit shall not cross any international borders for any reason including the United States. Data at rest and in transit shall be protected and encrypted at all times. If CMHC data is being transmitted outside Canada, encryption-during-transit details should be provided to CMHC, including all geographical locations/countries where it is possible for the encrypted traffic to transit in.

In addition to being security cleared, each of the proponent's staff or subcontractors who work on this project must access CMHC data (including access for the purpose of technical, implementation and operational support) from Canada or countries where Canada has a bilateral agreement on security.

Furthermore, the proponent agrees to CMHC's security provisions set out in this Appendix D, Form of Agreement, Schedule "E" Privacy and Security Requirements.

MATERIAL DISCLOSURES

N/A

MANDATORY SUBMISSION REQUIREMENTS

SUBMISSION FORM (APPENDIX A)

Each proposal must include a Submission Form (Appendix A) completed and signed by an authorized representative of the proponent.

PRICING FORM (APPENDIX B)

Each proposal must include a Pricing Form (Appendix B) completed according to the instructions contained in the form.

OTHER MANDATORY SUBMISSION REQUIREMENTS

N/A

MANDATORY TECHNICAL REQUIREMENTS

The following will be assessed on a pass/fail basis:

Mandatory Technical Requirement (MTR)	**MTR Description**
MTR. 1	**Data Residency.** Proponents must confirm compliance with the following: CMHC Data, while at rest or in transit must stay within the geographical boundaries of Canada and accessed from within Canada.
MTR. 2	**Data Security.** Proponents must demonstrate that they have the required IT infrastructure in place to safeguard CMHC Data classified Protected B or higher, including personal information.

Proponents must provide a statement per each MTR as to how the proponent is in compliance with the mandatory technical requirement(s) outlined above.

PRE-CONDITIONS OF AWARD

Security Clearance Verification of Proposed Resources

In accordance with Appendix C, Section E – Security, the selected proponent shall provide the following for CMHC's Security department to verify the proposed resources:

Personnel Security Clearance

Resource Name	Security Clearance Level	Security Clearance Number	Security Clearance Validity Period

RATED CRITERIA

The following sets out the categories, weightings and descriptions of the rated criteria of the RFP.

Rated Criteria Category	Weighting (%)
R.1 Vendor Profile & Market Positioning	10%
R.2 Response to Requirements	30%
R.3 Team Experience & Qualifications	30%
R.4 Service Quality	15%
R.5 Cost & Benefits of Services (See Appendix B for details)	15%
Total	100%

Submission requirements (proposal content) for each rated criteria category

Note:
Each proponent should provide the following in its proposal in the <u>same order</u> as listed below. Page limitations are per single-sided pages, minimum font size 11.

R. 1 Vendor Profile & Market Positioning

R.1.1 Vision for data quality management industry and Collibra configuration impacts on CMHC
- Vendor has a deep understanding of the data quality industry in addition to Collibra implementation, including challenges and success factors specific to CMHC

R.1.2 Canadian market positioning for data quality and Collibra implementations
- Vendor can demonstrate a position of leadership on the Canadian market, specifically for data quality and/or Collibra services

R.1.3 Overall data quality and Collibra service catalog deployed in Canada
- Vendor can demonstrate the breadth and depth of its data quality and/or Collibra configuration - Canadian-based advisory services

R. 2 RESPONSE TO REQUIREMENTS

R.2.1 Leverage of existing operating models and positioning

- Vendor clearly demonstrates its ability to leverage existing operating models, positioning documents, practices in place and historical learnings to position its analysis. The vendor can clearly demonstrate best practices guidance in documenting data quality standards with a proven track record of adoption.

R.2.2 Cost-benefit analysis and DQM Roadmap3) Estimated efforts and associated assumptions.

- Vendor has a clear and relevant approach to demonstrate the benefits to further invest in Data Quality Management (advanced and self-services) and the pre-requisites and cost to do so

R.2.3 Target Operating Model

- Vendor has a clear methodology to deliver an integrated target operating model, compatible with all existing models (EDGO, 3rd Party Data Sharing, Informatica Data Quality, ITOM, etc.) with proper adoption of standards and guidelines.

R.2.4 DQM Reference Architecture

- Vendor has a clear methodology to deliver a reference architecture to detail the capabilities required to support the target operating model, taking into consideration existing data quality assets, platforms and architectures (SAS, R, Python, Matlab, AIP, Microsoft Azure (Data Platforms Evolution - DPE), including PowerBI, Collibra, Informatica MDM, Informatica Data Quality, etc.)

R. 3 TEAM EXPERIENCE & QUALIFICATIONS

R.3.1 Confirmed resources' experience the name of the person, their credentials, and their function as per below and include a summary of the work completed by each resource.

- Resources confirmed for the mandate have at least 10 years of experience in the industry and at least 3 similar mandates successfully completed

R.3.2 Confirmed resources' expertise

- Resources confirmed for the mandate demonstrate their major expertise in data quality management specifically leveraging Informatica Data Quality , from BI to data science, and a strong understanding of Collibra and its features.

R.3.3 Proposed resources' facilitation & communication skills

- Resources confirmed for the mandate demonstrate their ability to facilitate meetings, listen to the audience and orient discussions toward the objective

R. 4 SERVICE QUALITY

R.4.1 Financial stability and compliance

- Vendor demonstrates financial stability and compliance with CMHC's contracting requirements, including providing a complete response to this RFP on time

R.4.2 Result-driven delivery

- Vendor demonstrates its ability to track the engagement to deliver on CMHC's expectations, with realistic and realized timelines, budgets and outcomes

R.4.3 Customer references

- Vendor presents 2 (or 3 if no past experience with CMHC) qualified customer references that demonstrate its ability to successfully deliver the mandate

R.4.4 Relationship with CMHC, including Procurement

- Vendor demonstrates a positive historical relationship with CMHC (or other crown corporations or federal institutions), including with the procurement team

R.5 COST & BENEFITS OF SERVICES

R.5.1 Cost of services

- Vendor proposes competitive pricing that matches CMHC's budget

R.5.2 Accelerators availability

- Vendor proposes accelerators and solutions to maximize the outcome and lower the overall efforts and costs

R.5.3 Risk of exceeding costs

- Vendor demonstrates clear assumptions aligned with CMHC's context and has defined specific measures to avoid exceeding budgeted cost of services

REFERENCES

[If project examples and reference details were requested in the rated criteria above, use the following:

CMHC may contact the references provided under rated criteria R.4.3 above as per Section 3.1.4 References and past performance (Part 3 -Terms and Conditions of the RFP Process).

APPENDIX D – FORM OF AGREEMENT

CMHC SERVICES PURCHASE AGREEMENT

CMHC FILE No. [NUMBER]

THIS AGREEMENT ("Agreement") is executed

BETWEEN:

CANADA MORTGAGE AND HOUSING CORPORATION

[ADDRESS]

(Hereinafter called "**CMHC**")

- and -

FULL LEGAL NAME OF CONTRACTOR

[ADDRESS]

(Hereinafter called the "**Contractor**")

(Each individually a "**Party**" and collectively the "**Parties**")

RECITALS

WHEREAS, the Contractor is in the business of marketing and offering Services Insert short description of Services OR insert "defined below" (the "**Services**");

WHEREAS, CMHC wishes to procure the Services from the Contractor [pursuant to the Contractor's selection following procurement process No. X], and the Contractor is willing to perform such Services under the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set out herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I. DEFINITIONS

Article II. DEFINITIONS

Applicable Law means all applicable provisions of constitutions, laws, statutes, ordinances, rules, treaties, regulations, permits, licenses, approvals, interpretations and orders of courts or governmental authorities in Canada and all orders and decrees of all courts and arbitrators.

Change in Control means where such control is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of the assets of the Contractor are acquired by any entity, or the Contractor is merged with or into another entity to form a new entity.

Claim(s) means all demands, actions, suits or other proceedings of any nature and kind.

CMHC Information means any and all information or data of a confidential nature in any format that is made available, directly or indirectly, to the Contractor, or which the Contractor or Contractor Personnel acquire in the course of its performance of the Service. CMHC Information also includes, but is not limited to all personal information that is in the care or control of CMHC, or is managed, accessed, collected, used, disclosed, retained, received, created or disposed of in relation to the provision of the Services, whether or not it is marked as confidential.

CMHC Property means as defined in Article XLIII.

Conflict of Interest means any matter, circumstance, interest, or activity affecting the Contractor or Contractor Personnel, which may impair or appear to impair, the ability of the Contractor or Contractor Personnel to perform the work diligently and independently.

Contractor Personnel means the Contractor's and its subcontractor's principals, directors, suppliers, employees, agents and/or subcontractors, or any person engaged by the Contractor to perform the Services.

Deliverables means deliverables as defined under SCHEDULE A

Derivative Works means any work developed by CMHC or on CMHC's behalf based on the Works.

Intellectual Property (or "IP") means copyright works, trade-marks, industrial designs, design rights, inventions (whether patentable or not), unpublished patent applications, inventive ideas, discoveries, innovations, developments, or improvements thereto, or any other work relating to any of the foregoing, whether registered or non-registered, whether or not reduced to written form or practice.

Losses means any and all losses, damages, liabilities, deficiencies, Claims, demands, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers.

Permitted Subcontractor means any subcontractor or affiliate of the Contractor which has been approved by CMHC at its sole discretion in writing to provide any service to CMHC on the Contractor's behalf under this agreement.

Personal Information means information about an identifiable individual or other information that is subject to Canadian privacy Laws.

Pre-existing IP means, for each Party, intellectual property that is owned, or licensed or sublicensed by such Party, prior to or independent of this Agreement.

Third-Party Claim means any Claim made or brought by any person who is not a party to this Agreement.

Term means the Initial Term and any Extension Term collectively.

Works means all Intellectual Property and all documents, work product and other materials that are delivered to CMHC under this Agreement or prepared by or on behalf of the Contractor in the course of performing the Services.

Article III. SERVICES

Article IV. DESCRIPTION OF SERVICES

The Contractor covenants and agrees to provide [Description of Nature of the Agreement, i.e. Research, Actuarial, Construction etc.] Services described in SCHEDULE A "the Services".

Article V. REPRESENTATIONS AND WARRANTIES

Article VI. CONTRACTOR'S REPRESENTATIONS AND WARRANTEES

The Contractor represents and warrants that at all times during the term of the Agreement:

Article VII. IT IS VALIDLY INCORPORATED (OR FORMED), IT CONTINUES TO BE IN VALID EXISTENCE AND, IF APPLICABLE, GOOD STANDING IN THE JURISDICTION OF ITS INCORPORATION OR FORMATION IN;

Article VIII. IT MAINTAINS ALL NECESSARY REGISTRATIONS, LICENSES AND CONSENTS AND COMPLIES WITH ALL RELEVANT LAWS APPLICABLE TO THE PROVISION OF THE SERVICES;

Article IX. IT COMPLIES WITH THE RULES, REGULATIONS, AND POLICIES OF CMHC, INCLUDING SECURITY PROCEDURES, OR SUCH OTHER POLICIES AS CMHC MAY PROVIDE, AS AMENDED FROM TIME TO TIME;

Article X. SUBJECT TO CMHC'S DIRECTION, IT WILL COMPLY WITH CMHC'S VACCINATION REQUIREMENTS, AS MAY BE AMENDED FROM TIME TO TIME;

Article XI. IT SHALL PROVIDE THE SERVICES IN A TIMELY, WORKMANLIKE AND PROFESSIONAL MANNER, TO THE SATISFACTION OF THE CMHC, AND IN ACCORDANCE WITH INDUSTRY STANDARDS APPLICABLE TO THE CONTRACTOR'S FIELD.

The warranties set forth in this Section are cumulative and in addition to any other warranty provided by law or equity.

Article XII. TERM AND TERMINATION

Article XIII. TERM

The term of the Agreement shall be for a period of three (3) years commencing on Click or tap to enter a date. (the "Effective Date") and ending on Click or tap to enter a date. (the "**Initial Term**").

Article XIV. RENEWAL

This Agreement may be extended in writing, Choose an item., for an additional two (2) one-year renewal periods (the "**Extension Term**"), not to exceed a cumulative total of five (5) years including the Initial Term. The Initial Term and any Extension Term herewith, shall be collectively referred to as the "**Term**".

Article XV. TERMINATION

(A) NO FAULT TERMINATION

Notwithstanding Article XIII and Article XIV above, CMHC may terminate the Agreement for any reason, without penalty, charge, or liability, by giving five (5) calendar days' written notice at any time during the Term.

(B) TERMINATION FOR CAUSE WITH NOTICE

CMHC may immediately terminate this Agreement without penalty charge or liability by giving twenty (20) calendar days' written notice to the Contractor, for any of the following reasons:

i. The Contractor commits a material breach of its duties under this Agreement, numerous breaches of its duties under this Agreement that collectively constitute a material breach, unless the Contractor cures such breach to the satisfaction of CMHC in CMHC's sole and absolute discretion, and indemnifies CMHC for any resulting damage or loss within twenty (20) calendar days' of receipt of written notice of breach;

ii. There is a Change in Control, unless the Contractor demonstrates to the satisfaction of CMHC, that such event will not adversely affect its ability to perform the Services under this Agreement; or

iii. The Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or any assignment is made for the benefit

of the creditors, or if an order is made or a resolution passed for the winding up of the Contractor.

(C) TERMINATION FOR CAUSE WITHOUT NOTICE

CMHC may immediately terminate this Agreement without penalty or charge without notice to the Contractor, for any of the following reasons:

i. CMHC has reason to believe that the Contractor has committed gross misconduct, fraud or other unlawful acts, a breach of its Representations and Warrantees under Article V, or terms related to Conflict of Interest under Article XXIX, Confidentiality and Privacy under Article XXXII, Information Assets and Intellectual Property under Article XXXVIII, under this Agreement.

ii. CMHC does not have sufficient appropriations from Parliament to fulfill its payment obligations.

Article XVI. CMHC'S OBLIGATIONS UPON TERMINATION

In the event that a notice of termination is given, and subject to the deduction of any Claim which CMHC may have against the Contractor arising out of the Agreement or its termination, CMHC will make payment for the value of all Services performed to the date of the notice, as determined in accordance with the rate(s) specified in the Agreement. CMHC shall make payment within thirty (30) calendar days as of the later of (i) the date of the notice; or (ii) receipt of an invoice submitted by the Contractor. Upon such payment, it shall have no further obligation or liability of any kind to the Contractor. Notwithstanding the above, in the case of lack of appropriations described in Article XV(c)ii, CMHC shall have no liability for breach of its payment obligations.

Article XVII. CONTRACTOR'S OBLIGATIONS UPON TERMINATION

Upon termination of this Agreement or upon delivery of notice of intent to terminate this Agreement, the Contractor shall promptly, and at latest five (5) business days following termination of this Agreement, review all work in progress and report the status of all work in progress to CMHC. The Contractor shall upon CMHC's written request, complete or arrange for the completion of any and all work in process at the time of termination.

Article XVIII. TERMINATION ASSISTANCE

Commencing six (6) months prior to expiration of the Term or on such earlier date as CMHC may request, the Contractor shall provide CMHC with reasonable termination assistance to allow the Services to continue without interruption or adverse effect and to facilitate the orderly transfer of the Services to CMHC or its designee. Assistance to transition from the Services beyond the reasonable scope shall be charged in accordance the with fee stated at Schedule B of this Agreement Any amount

payable under this section will not cause CMHC to exceed the Total Financial Liability amount set out in Article XX unless otherwise agreed by CMHC in writing.

Article XIX. PRICE AND PAYMENT

Article XX. PRICING

In consideration of the performance of the Services, CMHC agrees to pay the Contractor an amount based on the Contractor's rates attached as SCHEDULE B of this Agreement. CMHC's total financial liability under the terms and conditions of this Agreement shall not exceed [Amount in words (numerals)] dollars CAD] inclusive of taxes, assessment, duties, levies and expenses for Services provided during the Initial Term of the Agreement (the "Total Financial Liability"). No other taxes, assessments, duties or other levies shall be payable to the Contractor unless specifically agreed in writing by the Contractor and CMHC.

Article XXI. INVOICING

(a) The Contractor shall submit detailed invoices to CMHC for every phase and/or milestone completed during the Term, describing the Services provided during the period covered by the invoice and in accordance with the Purchase Order (PO).
(b) Notwithstanding article Article XX above, GST/HST or Provincial sales taxes, as applicable, shall be collected by the Contractor on all consideration payable under this agreement including fees, disbursements and any other charges and shown as a separate item on each invoice, showing the Contractor's GST/HST/QST or other provincial tax numbers, as applicable. The Contractor shall duly remit to the Canada Revenue Agency or the appropriate provincial taxing authorities all taxes payable on the Services.
(c) CMHC will issue a Purchase Order (PO) for every purchase under this Agreement. All invoices must make reference to the PO number and this Agreement and shall be sent electronically to accountspayable@cmhc-schl.gc.ca.
(d) The Contractor cannot invoice prior to performance of the Service or as outlined in SCHEDULE AB of this Agreement.

Article XXII. VERIFICATION OF PERFORMANCE

Before advancing any amount to the Contractor, CMHC reserves the right to determine, in its sole and absolute discretion, whether the Services were performed in accordance with the terms and conditions of the Agreement. In the event that the Services do not meet the standards set out in the Agreement, CMHC may take such action as reasonably necessary to require the Contractor to correct its default, including, without limitation, the following:

(a) directing the Contractor to redo the work that was not completed in accordance with the Agreement;
(b) withholding payment;
(c) setting off any expenses incurred by CMHC in remedying the default of Contractor against payment for payment due to the Contractor; and/ or
(d) terminating the Agreement for default.

Article XXIII. METHOD OF PAYMENT

All payments due under the Agreement will be made by means of Electronic Funds Transfer ("EFT"). The Contractor shall provide CMHC with all information set out in Article XXVI to allow EFT to be effected and keeping the information up to date. In the event that either party is unable to make or accept payments by EFT, the Contractor agrees to accept payment by cheque or another mutually agreeable method of payment.

Article XXIV. TIMING OF PAYMENT

The Contractor shall allow CMHC thirty (30) calendar days from delivery of invoice for payment without interest charges, except for any amounts disputed by CMHC in good faith.

Article XXV. DISBURSEMENTS AND TRAVEL COSTS

The Contractor is not entitled to seek reimbursement from CMHC for any extra or separate travel expenses whatsoever under this Agreement that have not been pre-approved and authorized, and that are in excess of the Total Financial Liability amount set out in Article XX unless otherwise agreed by CMHC in writing. Travel costs are to be estimated based on eligible travel costs which will be incurred directly by the Contractor to perform the Work, that are reasonable and comparable to costs allowed under CMHC Travel Policy, attached hereto as Vendor Information Form to be attached under SCHEDULE B

SCHEDULE C.

In support of the travel costs included in the contract value, the Contractor shall complete the Estimate Form attached hereto as SCHEDULE D and provide it to the designated CMHC Authority for pre-approval. CMHC may, at its sole discretion, not reimburse the Contractor for the travel costs where the Contractor has not completed the Estimate Form and obtained a pre-approval. The Contractor must also provide appropriate receipts that are satisfactory to CMHC in support of travel costs.

Article XXVI. DIRECT DEPOSIT AND INCOME TAX REPORTING REQUIREMENT

Under the *Income Tax Act*, CMHC must report payments made to Contractors to the Government of Canada by issuing T1204 supplementary slip. The Contractor shall provide CMHC the necessary information to complete any forms to comply with its obligation under the *Income Tax Act* or any law, including the Contractor's business number, in order to allow CMHC to make payment by EFT and to complete the T1204 supplementary slip. In the event that the Contractor is an individual and does not have a Business Number issued by the CRA, the Contractor must provide their Social Insurance Number.

The Contractor shall complete a Vendor Information Form under SCHEDULE B prior to commencement of the Term. Throughout the Term, the Contractor shall ensure that the information provided remains accurate and up to date. The Contractor assumes full responsibility for any errors in payments or tax reporting that arise because the information supplied is inaccurate or out of date. In addition, the Contractor is requested to provide contact information to allow for payment by EFT including a void cheque.

Article XXVII. WITHHOLDING TAXES

(a) Any payments made to the Contractor by CMHC pursuant to Section 5.01 in respect of Services rendered in Canada will be subject to a 15% withholding tax as required pursuant to Regulation 105 of the *Income Tax Act*. If any such withholding taxes are required to be withheld from any amounts payable to the Contractor, CMHC shall make such withholdings and duly and promptly remit the amount withheld to the Canada Revenue Agency. The Contractor must identify the value of Services provided in Canada within its invoice. Otherwise, CMHC will withhold taxes on the full consideration amount.

(b) CMHC shall have no liability or responsibility for withholding or remitting any taxes or payments, including but not limited to employment insurance remittances, Canada Pension Plan contributions or employer health tax, or worker's compensation insurance premiums for Contractor and Contractor Personnel. The Contractor is responsible for these withholding, remitting and registration obligations, and shall indemnify CMHC from and against any order, penalty, interest, taxes or contributions that may be assessed against CMHC due to the failure or delay of the Contactor to make any such withholdings, remittances or registration, or to file any information required by any law.

Article XXVIII.PAYMENT DISPUTE

In the event of a payment dispute, CMHC shall deliver a written statement to the Contractor listing all disputed items and providing an explanation of each disputed item. Amounts not so disputed are deemed accepted and must be paid, notwithstanding disputes on other items, within the period set forth in this Section. The parties shall seek to resolve all such disputes expeditiously and in good faith. The Contractor shall continue performing its obligations under this Agreement notwithstanding any such dispute.

Article XXIX. CONFLICT OF INTEREST

Article XXX. AVOID AND ELIMINATE CONFLICT OF INTEREST

The Contractor and Contractor Personnel shall avoid any real, potential or apparent Conflict of Interest during the Term and shall declare any Conflict of Interest to CMHC immediately upon becoming aware of the Conflict of Interest. The Contractor shall, take steps to eliminate any real, potential or apparent Conflict of Interest, to the satisfaction of CMHC. In the event that a Conflict of Interest cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate the Agreement.

Article XXXI. COMPLIANCE WITH CONFLICT OF INTEREST ACT

Any public office holder or former public office holder must be in compliance with the provisions of the *Conflict of Interest Act S.C. 2006, c. 9, s. 2*.

Article XXXII. CONFIDENTIALITY

Article XXXIII. CONFIDENTIALITY AND NON-DISCLOSURE OF CMHC INFORMATION

(a) The Contractor understands the sensitive nature of the CMHC Information and agrees to treat all CMHC Information as proprietary, confidential and sensitive during the Term and following termination of the Agreement, unless otherwise specifically agreed to in writing by CMHC.

(b) The Contractor further agrees to restrict access to CMHC Information to those persons who have a need to know this information in order to perform the Services and who are bound by an obligation of confidentiality that is at least as strict as that contained in this Agreement provided such persons meet the appropriate security screening as per Government of Canada security screening classification prior to CMHC granting any such access. Where the Services are sensitive in nature, at the request of CMHC, the Contractor shall provide an Oath of Secrecy for each of its Contractor Personnel.

(c) In the event that the Contractor experiences a breach of confidentiality with respect to the CMHC Information, the Contractor will immediately notify CMHC and co-operate with CMHC to the extent required to remedy the breach.

(d) The Contractor acknowledges and understands that CMHC considers all CMHC Information to be under its custody and control at all times, and that all information in the care and control of CMHC is subject to federal laws on privacy and access to information.

(e) The Contractor shall, at all times, ensure to transmit information between the Contractor and CMHC through secure means of transmission.

(f) In addition, when CMHC Information is stored, the Contractor will, at all times, use reasonable administrative, physical and technological security measures to ensure that the information remains confidential where applicable, and that the information is not lost or otherwise accessed without authority, as further described in SCHEDULE "X" ("Privacy and Security Requirements") attached hereto. The Contractor will also implement information management and governance tools and controls, as further described in SCHEDULE "X". The requirements of SCHEDULE "X" will be binding on any third party to whom the Contractor outsources any of its IT or information management functions or who is managing such functions on behalf of the Contractor. In addition to the requirements set forth in SCHEDULE "X", the Contractor shall, to the extent the information contains Personal Information, comply with applicable Canadian privacy laws.

(g) The Contractor shall conduct regular security assessments to ensure safeguards are working effectively.

(h) The Contractor shall execute any further actions to enhance the security controls as may be reasonably required by CMHC.

(i) The Contractor shall ensure all CMHC Information is encrypted while in transit and at rest at a minimum 128 bit encryption throughout the Term.

(j) Any CMHC Information provided to the Contractor in the performance of the Services shall be returned, uncopied to CMHC or destroyed by the Contractor immediately following the termination of this Agreement or upon the request of CMHC. For documents not returned to CMHC, the Contractor shall proceed to the destruction of such documents in accordance with CMHC's reasonable instructions and provide specific proof under oath of their destruction. Notwithstanding the foregoing, the Contractor shall be permitted to maintain copies of such documentation as it reasonably requires in accordance with records retention or other regulatory requirements, provided that such retained documentation shall at all times remain subject to the other provisions of this Agreement.

(k) Without limiting the generality of the foregoing, the Contractor shall not and shall ensure that any Contractor Personnel or any other entity engaged to perform any portion of the Services does not release, share or otherwise divulge CMHC Information to any other entity including subsidiaries, branch officers, partners of the Contractor, or subcontractors without the prior written consent of CMHC.

(l) The Contractor may disclose CMHC Information where required to do so pursuant to a lawful requirement or for the purposes of complying with a subpoena, warrant or other legal compulsion lawfully made by a court or other competent authority. When the Contractor discovers that it may potentially be required to disclose CMHC Information for the reasons described in the immediately foregoing sentence, the Contract shall: (a) notify CMHC promptly so that CMHC has the opportunity to seek a protective order or other appropriate remedy; (b) provide information and other assistance in order for CMHC to take appropriate legal action against disclosure; and (c) ensure that disclosure is strictly limited to the information lawfully requested.

(m) ***NOTE: If the security clearance requirement is known at time of contract drafting/start date include the following sentence and identify either Reliability or Secret: [*****CMHC requires the Contractor Personnel and its facilities to be security cleared with Government of Canada [Reliability or Secret] status at the start date of this Agreement.*****]*** **Contractor Personnel may be required to undergo a criminal records check or hold a valid personnel security screening at the level required in writing by CMHC prior to commencement of any Services and must provide the results of the check to CMHC's corporate security department. CMHC reserves the right to disallow any person to carry out work under the Agreement on the basis of the results of the criminal records check/security clearance. Each of the Contractor's proposed staff, who do not hold a valid clearance, will be required to complete a "Security Clearance Form" (67934) upon request from CMHC.**

(n) This Agreement does not provide automatic security clearance and or access to CMHC's property to the Contractor or Contractor Personnel. Security clearance and /or access to the property will be granted, at CMHC's request and in accordance with CMHC's security requirements for the purpose of fulfilling its obligations as per the terms of this Agreement. CMHC reserves the right to refuse or revoke security clearance and / or access to property at any time.

Article XXXIV. DATA RESIDENCY

Article XXXV. CMHC INFORMATION TO REMAIN IN CANADA

The Contractor agrees that the CMHC Information shall always remain and be accessed from/within Canada and by individuals who have obtained the appropriate security screening as per Government of Canada security screening classification and expressly agrees to logically segregate CMHC Information in electronic format and physically segregate physical documents. Without limiting the generality of the foregoing, the Contractor shall not relocate the equipment, databases or documents

containing any data (including any redundant or back-up environments) anywhere outside of Canada without CMHC prior written consent.

Article XXXVI. PRIVACY

(a) The Parties acknowledge that this agreement does not entail the disclosure or access to Personal Information. To the extent that there is any inadvertent disclosure or access to Personal information, the Parties agree to take immediate action to: (i.) mitigate the damages that may arise from the disclosure or access, including the immediate deletion of the Personal Information; (ii.) notify the disclosing Party of the disclosure or access by telephone and in writing; (iii.) take any further action as the disclosing party may require to investigate, and remedy the matter; and (iv.) to the extent permitted by law, maintain strict confidentiality of the inadvertent disclosure or access.

Article XXXVII. REQUESTS UNDER THE ACCESS TO INFORMATION ACT

(a) The Parties will comply with the provisions of the Access to Information Act, including in connection with a request under the Access to Information Act by a third party for access to information ("Access to Information Act Request").

(b) If an *Access to Information Act* Request is made to the Contractor (rather than to CMHC) for access to any CMHC Information, the Contractor shall: (a) not communicate with or respond to the person making the *Access to Information Act* Request, except as directed by CMHC in writing; (b) promptly, but in any event, within seven days (or such other period of time as may be agreed by the Parties) of the receipt of such *Access to Information Act* Request, forward that *Access to Information Act* Request to CMHC; and (c) without detracting from CMHC's responsibilities and The Contractor' rights under the *Access to Information Act*, reasonably cooperate with CMHC as necessary to enable CMHC to respond to each *Access to Information Act* Request or otherwise comply with the *Access to Information Act*.

(c) CMHC will make commercially reasonable efforts to notify the Contractor of a request under any *Access to Information Act* Request that involves confidential commercially sensitive information of the Contractor.

Article XXXVIII. INFORMATION ASSETS AND INTELLECTUAL PROPERTY

Article XXXIX. OWNERSHIP

All Works produced under this Agreement shall be the exclusive property of the Contractor.

Article XL. LICENSE

Without restricting the scope of any license or other right that CMHC may otherwise hold, the Contractor hereby grants to CMHC an exclusive, perpetual, irrevocable, transferable, sublicensable, royalty-free license to use all or part of the Works, in whole or in part, produced under the Agreement 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 Agreement.

Article XLI. PRE-EXISTING IP RIGHTS

Each Party shall remain, the sole and exclusive owners of all right, title and interest in its Pre-existing IP.

Article XLII. NO OTHER ACQUISITION OF RIGHTS

The Contractor will acquire no rights to any CMHC Property other than the rights expressly granted in herein or any license rights expressly granted in any Services Order.

Article XLIII. CMHC PROPERTY

As between CMHC and the Contractor, CMHC is and will be the exclusive owner of all of the following and all Intellectual Property Rights therein (collectively, the "**CMHC Property**"):

(i) all CMHC Information;

(ii) all tangible and intangible copies of information provided by CMHC pursuant to this Agreement or otherwise in connection with the Services, including all such records, and any tangible or intangible copies thereof made by the Contractor in the performance of the Services;

(iii) all hardware, software, systems, documentation, content, trade-marks, Confidential Information or other information or intellectual property (including business rules and business processes) that is or has been procured, created or developed by CMHC (whether alone or jointly with one or more persons, including other Contractors, but excluding the Contractor or its subcontractors, and whether such activities occurred prior to or after the Effective Date, and independent of or in connection with the

Deliverables or the Services) or created or developed for, or licensed to, CMHC by another Person;

(iv) all Works authored or produced by the Contractor;

(v) all reports or summaries relating to the Service; and

(vi) any and all modifications to any of the foregoing.

Article XLIV. DERIVATIVE WORKS

CMHC shall have the right to develop Derivative Works and shall own and retain all rights, including all Intellectual Property rights, over such Derivative Works. CMHC hereby grants to the Contractor an exclusive, perpetual, irrevocable, fully-paid and royalty-free license to the freely use, and dispose of the Derivative Works.

Article XLV. THIRD-PARTY INTELLECTUAL PROPERTY

In the event the Contractor has or intends to incorporate Intellectual Property belonging to a third party, or derivatives thereof, into the Works, the Contractor represents and warrants that it has secured all necessary rights and waivers of moral rights to grant CMHC the right to copy, publish, modify, create derivatives of, the third party information, to grant any licenses described herein and to carry on any other activities described or contemplated in this Agreement.

SECTION 45.01 CORPORATE IDENTIFICATION AND BRANDING

It is agreed that the Contractor shall make no use whatsoever of CMHC's name, logo or other official marks without the express written consent of CMHC.

Article XLVI. AUDIT

The Contractor shall keep complete and accurate records and statements relating to this Agreement and the delivery of the Services ("Records") during the Term and for a period of two (2) years following the end of the Term or such shorter period as permitted by Applicable Law. The Contractor shall at all reasonable times, in the event of an audit, permit inspection of such records and statements by CMHC's internal or external auditors. The Contractor shall provide CMHC and/or its auditors with sufficient original documents in order to conduct the audit and allow CMHC to inspect and make copies of such records and interview Contractor Personnel in connection with the provision of the Services at its own expense. An audit may be conducted without prior notice, however, CMHC agrees to cooperate with the Contractor in the course of conducting any audit in order to avoid disruption in day-to-day operations.

Article XLVII. CONTINGENCY PLANNING

Article XLVIII. BUSINESS CONTINUITY PLANNING

The Contractor shall have in place a business continuity plan and disaster recovery plan and will cause any affiliates or Permitted Subcontractors performing in the delivery of Services under this agreement to likewise maintain business continuity plans, disaster recovery plans. The Contractor shall be required, upon CMHC's request, to supply a copy of its business continuity policies and complete a CMHC Business Continuity Management Attestation Form (SCHEDULE E) prior to the execution of the Agreement and thereafter within 30 calendar days of CMHC's request/ on a yearly basis.

The Contractor shall cover all costs associated with performance of their contingency plans.

Article XLIX. INDEMNIFICATION

Article L. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold harmless CMHC and its directors, officers, employees, and agents (each an "Indemnified Party") from and against all Claims and Losses. The indemnification applies whether such Claims are suffered or brought in the name of CMHC or in the name of the Contractor or Contractor Personnel. The Contractor, as the case may be, shall have the right to assume control of its own defence at any time, provided that it assumes the costs of its defence, however the Contractor shall not enter into a settlement without the applicable Indemnified Party's consent. This clause shall survive the termination of the Agreement.

Article LI. INDEMNIFICATION PROCEDURE

If any Party entitled to indemnification receives notice of the assertion or commencement of any Third-Party Claim that Party shall give the other reasonably prompt written notice thereof, but in any event not later than thirty (30) calendar days after receipt of notice of such Third-Party Claim. Such notice shall (i) describe the Third-Party Claim in reasonable detail, (ii) include copies of all material written evidence thereof and (iii) indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Party.

The failure to give such prompt written notice shall not, however, relieve the Party required to indemnify under Article L of its indemnification obligations.

Article LII. PARTICIPATION IN DEFENSE

The Indemnified Party shall have the right to participate in the defence with counsel selected by it subject to the Indemnifying Party's right to control the defence. The fees and disbursements of such counsel shall be at the expense of the Indemnified Party, provided that, if in the reasonable opinion

of counsel to the Indemnified Party, (A) there are legal defences available to an Indemnified Party that are different from, or additional to, those available to the Indemnifying Party; or (B) there exists a Conflict of Interest between the Indemnifying Party and the Indemnified Party that cannot be waived, the Indemnifying Party shall be liable for the reasonable fees and expenses of counsel to the Indemnified Party in each jurisdiction for which the Indemnified Party determines counsel is required.

Article LIII. COOPERATION

CMHC and the Contractor shall co-operate with each other in all reasonable respects related to this agreement and in connection with the defence of any Third-Party Claim.

Article LIV. LIMITATION OF LIABILITY

Article LV. NO LIMITATION OF LIABILITY

Nothing in this Agreement shall exclude or limit the Contractor's liability under this Agreement.

Article LVI. CMHC LIABILITY DISCLAIMER

CMHC, its employees, directors or affiliates and their employees or directors shall have no liability arising out of or relating to the provision of Services by the Contractor, Contractor Personnel or its affiliates, except for causes arising from its gross negligence or willful misconduct. This provision applies to the fullest extent permitted by law.

Article LVII. NO CONSEQUENTIAL DAMAGES

In no event shall CMHC be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits arising out of or relating to any Services provided by the Contractor or its affiliates. This provision applies to the fullest extent permitted by law.

Article LVIII. INSURANCE OBLIGATIONS

Note: Contact Corporate Insurance for your specific scope to determine appropriate coverages.

SECTION 58.01 INSURANCE REQUIREMENTS

The Contractor shall procure, supply and maintain, at its own expense, the designated insurance, or cause to be procured and maintained such insurance in force for the duration of this Agreement. On the Effective Date, all insurance coverage(s) of the Contractor shall be issued by financially sound and responsible regulated insurance companies and shall have

an A.M. Best Company, Inc. rating of "A-" or better (or such other debt rating agencies and/or rating as approved at the sole discretion of CMHC).

SECTION 58.02 **COMMERCIAL GENERAL LIABILITY INSURANCE**

Commercial General Liability insurance with an insurer licensed to do business in Canada with a limit of not less than five million dollars ($5,000,000) inclusive for personal injury, bodily injury (including death) and property damage for any one occurrence or series of occurrences arising from one cause. The policy shall provide coverage for, but not be limited to, all premises and operations of the Contractor, liability for products and completed operations, broad form coverage, contractor's liability, non- owned automobile, employer's liability, contractual liability and liability specifically assumed under this Agreement. Canada Mortgage and Housing Corporation shall be added to the policy as an additional insured and the policy shall contain cross liability, and severability of interest clauses.

(There are two options for E&O, pick the applicable)

SECTION 58.03 **TECHNOLOGY ERRORS & OMISSIONS LIABILITY**

Technology Errors & Omissions Liability insurance with an insurer licensed to do business in Canada with a limit of not less than five million dollars ($5,000,000) per claim, providing coverage for, but not limited to, economic loss due to actual or alleged acts, errors or omissions or wrongful acts committed by the Contractor, its agents or employees in the performance of services. The Contractor shall ensure that the policy is renewed continuously for a minimum period of three (3) years following the expiration or early termination of this Agreement and/or if the Contractor does not have Computer Security and Privacy liability;

SECTION 58.03 **PROFESSIONAL ERRORS & OMISSIONS LIABILITY**

Professional Errors & Omissions Liability insurance with an insurer licensed to do business in Canada with a limit of not less than five million dollars ($5,000,000) per claim, providing coverage for, but not limited to, economic loss due to actual or alleged acts, errors or omissions or wrongful acts committed by the Contractor, its agents or employees in the performance of services. The Contractor shall ensure that the policy is renewed continuously for a minimum period of three (3) years following the expiration or early termination of this Agreement.

SECTION 58.04 **COMPUTER SECURITY AND PRIVACY LIABILITY (ALSO KNOWN AS CYBER LIABILITY)**

Computer Security and Privacy Liability with an insurer licensed to do business in Canada with a limit of not less than ten million dollars ($10,000,000) per claim and aggregate, covering actual or alleged acts, errors or omissions committed by the Contractor, its agents or employees. The policy shall also extend to include the intentional, fraudulent or criminal acts

of the Contractor, its agents or employees. The policy shall expressly provide, but not be limited to, coverage for the following perils:

a) unauthorized use/access of a computer system;
b) defense of any regulatory action involving a breach of privacy or transmission of malicious code;
c) failure to protect Confidential Information (personal and commercial information) from disclosure; and
d) notification costs, whether or not required by statute.

The policy shall be renewed continuously for a minimum period of three (3) years following expiration or early termination of this Agreement.

The Contractor shall be responsible for all claims expenses and loss payments within the policy deductible or self-insurance retention. Such insurance shall be subject to the terms and conditions and exclusions that are usual and customary for this type of insurance.

If this insurance is provided on a claims-made basis, the Contractor shall maintain continuous insurance coverage during the term of this Agreement and in addition to the coverage requirements above, such policy shall provide that:

1. Policy retroactive date coincides with or precedes the insureds' initial services under the Agreement and shall continue until the termination of the Agreement (including subsequent policies purchased as renewals or replacements);
2. Policy allows for reporting of circumstances or incidents that might give rise to future claims; and

Not less than a three (3) year extended reporting period with respect to events which occurred but were not reported during the term of the policy or ongoing coverage is maintained.

SECTION 58.05 **OTHER CONDITIONS**

If there are material changes in the scope of the Services provided under this Agreement, CMHC may request changes to the minimum insurance coverages set out above. All insurance policies required to be maintained by the Contractor pursuant to this insurance clause shall be primary with respect to this Agreement and any valid and collectible insurance of CMHC shall be excess of the Contractor's insurance and shall not contribute to it. All Certificate of Insurance shall mention that insurers will provide CMHC with at least thirty (30) days' written notice prior to cancellation of any insurance referred to under this insurance clause. In addition the Contractor shall provide written notice to CMHC forthwith upon learning

that an insurer described in this insurance clause intends to cancel, or intends to make or has made a material change to, any insurance referred to in this insurance clause. A Certificate of Insurance meeting the above requirements shall be delivered to CMHC upon execution of this Agreement and for each renewal thereafter.

Without in any way restricting CMHC's discretion to grant or withhold its consent to a request to subcontract pursuant to this Agreement or any other contract, the Contractor agrees that it shall contractually obligate any subcontractor or independent contractor retained in connection with this Agreement and any other contract to maintain insurance against such risks and in such amounts that having regard to such subcontractor's or independent contractor's involvement in the provision of the Services could reasonably be expected to be carried by persons acting prudently and in a similar business to that of such subcontractor or independent contractor. It shall be the sole responsibility of the Contractor to decide whether or not any other insurance coverage, in addition to the insurance requirements stipulated herein, is necessary for its own protection or to fulfill its obligation under the Agreement.

Article LIX. GENERAL TERMS

Article LX. DISPUTE RESOLUTION

If any dispute arises between the Parties relating to the application, interpretation, implementation or validity of this agreement that cannot be resolved by mutual agreement, the Parties agree that they will make efforts to resolve the latter internally before resorting to litigation.

Article LXI. NOTICE

All notices or other communication issued under this Agreement shall be in writing and shall be forwarded via mail, courier or e-mail:

i. To CMHC at the following address:

Canada Mortgage and Housing Corporation

Att: Click here to enter text.
Title: Click here to enter text.
Address: Click here to enter text.
700 Montreal Road
Ottawa, Ontario
K1A 0P7

Phone: Click here to enter text.

Email: Click here to enter text.

ii. To the **Contractor** at the following address:

Click here to enter text.

Att: Click here to enter text.
Title: Click here to enter text.
Address: Click here to enter text.

Phone: Click here to enter text.
E-mail: Click here to enter text.

Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or email in each case, with confirmation of transmission if sent on a day in which CMHC is open for business ("Business Day") between 9 a.m. and 5 p.m. EST, and on the next Business Day if sent after the addressee's normal business hours; and (d) on the fifth 5th day after the date mailed by certified or registered mail by the Canada Post Corporation.

Article LXII. FURTHER ASSURANCES

Each Party shall execute, deliver, furnish such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated herein.

Article LXIII. SURVIVAL

Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Article V Representations and Warranties, Article XXXII Confidentiality, Article XXXVIII Information Assets and Intellectual Property, Article XLIX Indemnification, Article LIV Limitation of Liability, Article LVIII Insurance Obligations, Article LIX General Terms, or any provision which by its nature is intended to survive the termination of this agreement.

Article LXIV. SEVERABILITY

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Article LXV. EQUITABLE REMEDIES

The Parties agree that irreparable damage would occur if any provision of this Agreement was not performed in accordance with the Terms hereof and that the parties are entitled to equitable relief, including injunctive relief or specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Article LXVI. REMEDIES FOR NON-COMPLIANCE

If the Contractor fails to comply with a direction or decision of CMHC properly given under the terms of the Agreement, CMHC may take such actions and incur such costs that are reasonably required to implement its direction, including, without limitation, the engagement of another person or entity to perform the Services and withholding of payment due to the Contractor for Services rendered, which moneys may be set off by CMHC against any expenses that it may incur in remedying a default or failures as described above.

Article LXVII. CUMULATIVE REMEDIES

The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

Article LXVIII. WAIVER

Failure by either party to assert any of its rights under the Agreement shall not be construed as a waiver thereof.

Article LXIX. ASSIGNMENT

(A) THIS AGREEMENT SHALL NOT BE ASSIGNED IN WHOLE OR IN PART BY THE CONTRACTOR WITHOUT THE PRIOR WRITTEN CONSENT OF CMHC. NO PURPORTED ASSIGNMENT OF THIS AGREEMENT SHALL RELIEVE THE CONTRACTOR FROM ANY OBLIGATION UNDER THIS AGREEMENT OR IMPOSE ANY LIABILITY UPON CMHC.

(B) IF SPECIFIC INDIVIDUALS ARE IDENTIFIED IN THE AGREEMENT TO PERFORM THE SERVICES OR ANY PART THEREOF, THOSE INDIVIDUALS SHALL PROVIDE THE SERVICES UNLESS THEY ARE UNABLE TO DO SO FOR REASONS BEYOND CONTRACTOR'S REASONABLE CONTROL.

(C) IF CONTRACTOR IS UNABLE TO PROVIDE ANY SPECIFIC INDIVIDUAL IDENTIFIED IN THE AGREEMENT, IT SHALL, AS SOON AS POSSIBLE, GIVE NOTICE TO CMHC OF THE REASON RENDERING IT IS UNABLE TO DO SO AND SUBMIT THE NAME, QUALIFICATIONS AND EXPERIENCE OF A PROPOSED REPLACEMENT FOR CMHC'S REVIEW AND APPROVAL.

(D) CONTRACTOR SHALL NOT, IN ANY EVENT, ALLOW PERFORMANCE OF THE SERVICES BY UNAUTHORIZED REPLACEMENT PERSONS. CMHC MAY ORDER THAT ANY INDIVIDUAL IDENTIFIED IN THE AGREEMENT TO PERFORM THE SERVICES OR ANY PART THEREOF OR, IF APPLICABLE, A REPLACEMENT, STOP PERFORMING THE SERVICES. IN SUCH A CASE, THE CONTRACTOR SHALL IMMEDIATELY COMPLY WITH THE ORDER AND SUBMIT THE NAME, QUALIFICATIONS AND EXPERIENCE OF A PROPOSED REPLACEMENT FOR CMHC'S REVIEW AND APPROVAL. THE FACT THAT CMHC DOES NOT ORDER THAT ANY INDIVIDUAL STOP PERFORMING THE SERVICES DOES NOT RELIEVE THE CONTRACTOR FROM ITS RESPONSIBILITY TO MEET THE REQUIREMENTS OF THE AGREEMENT.

Article LXX. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the Parties, their heirs, executors, administrators, successors and assigns.

Article LXXI. CHANGES TO THE AGREEMENT

(E) AMENDMENTS

This Agreement may only be amended or modified in a writing that specifically states that it amends this Agreement and is signed by an authorized representative of each party.

(F) CHANGE ORDERS

Change Orders. CMHC may at any time, by written instructions and/or drawings issued to the Contractor (each a "Change Order"), order changes to the Services. The Contractor shall within [NUMBER IN WORDS] ([NUMBER]) [business] days of receipt of a Change Order submit to

CMHC a firm cost proposal for the Change Order. If CMHC accepts such cost proposal, the Contractor shall proceed with the changed Services subject to the cost proposal and the Terms and conditions of this Agreement. The Contractor acknowledges that a Change Order may or may not entitle the Contractor to an adjustment in the Contractor's compensation or the performance deadlines under this Agreement.

Article LXXII. INDEPENDENCE OF THE PARTIES

It is understood by the Parties that the Contractor shall act as an independent contractor for the purposes of this Agreement. Contractor and its Contractor Personnel are not engaged as employees of CMHC. The Contractor agrees to so advise its Contractor Personnel. Without limiting the generality of the foregoing, the Contractor shall retain complete control of and accountability for its Contractor Personnel.

Article LXXIII. CONTRACTOR'S AUTHORITY

The Contractor agrees that it has no authority to give any guarantee or warranty whatsoever expressed or implied on behalf of CMHC and that it is in no way the legal representative or agent of CMHC and that it has no right or authority to create any obligation on behalf of CMHC or to bind CMHC in any way.

Article LXXIV. NO PUBLIC ANNOUNCEMENTS.

No party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party

Article LXXV. SUBCONTRACTORS

(a) The Contractor must obtain CMHC's written consent, which may be given or withheld in CMHC's sole discretion, prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of the Contractor, other than the Contractor's employees, to provide any Services to CMHC.

(b) The Contractor shall remain fully responsible for the performance of each Contractor Personnel including any Permitted Subcontractor and for their compliance with all of the terms and conditions of this Agreement as if they were the Contractor's own employees.

(c) Nothing contained in this Agreement shall create any contractual relationship between CMHC and any Contractor Personnel.

(d) The Contractor shall require Contractor Personnel to be bound in writing by the Security and Confidentiality provisions of this Agreement, and, upon CMHC's written request, to enter into a non-disclosure or Intellectual Property assignment or license

agreement in a form that is reasonably satisfactory to CMHC before sharing any information with relation to the Services;

(e) The Contractor shall ensure that all Contractor Personnel or anyone acting for or on behalf of the Contractor, are properly licensed, certified, or accredited as required by Applicable Law and are suitably skilled, experienced, and qualified to perform the Services.

Article LXXVI. TIME IS OF THE ESSENCE

The Contractor acknowledges that time is of the essence with respect to the Contractor's obligations hereunder and that prompt and timely performance of all such obligations, including all performance dates, timetables, project milestones and other requirements in this Agreement is strictly required.

Article LXXVII. EXCLUSIVITY

CMHC preserves the right in its sole and absolute discretion to perform itself or acquire Services from any other providers that are similar to or identical to the Services, and CMHC shall not be liable to the Contractor in any way for exercising this right.

Article LXXVIII. NO THIRD-PARTY BENEFICIARIES

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Article LXXIX. CHOICE OF LAW AND FORUM

This Agreement shall be governed by and construed in accordance with the laws of the Province of [PROVINCE] and the laws of Canada as applicable. The Parties attorn to the jurisdiction of either the Federal Court or the courts of the Province of [PROVINCE] as appropriate. The Contractor shall give all notices and obtain all licenses, permits and authorizations required to perform the Services. The Contractor shall comply with all the laws applicable to the Services or the performance of this Agreement, as well as any sanction regimes applicable to the Contractor, Services or industry of work concerning the Contractor’s business under Canadian law, whether in Canada or outside of Canada

Article LXXX. COUNTERPARTS

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement, if the party sending the facsimile, email or

other means of electronic transmission has received express confirmation that the recipient party received the Agreement (not merely an electronic facsimile confirmation or automatic email reply).

Article LXXXI. FORCE MAJEURE

In the event that a Party is prevented from fulfilling its obligations under the terms of this Agreement by a force majeure or act of God (an event or effect that cannot be reasonably anticipated or controlled), the impacted Party shall notify the other Party in writing as soon as reasonably possible. The written notice shall be sent by registered mail or email and shall outline the circumstances that constitute a force majeure or an act of God, which may include, but are not limited to, war, serious public disturbances, epidemic, impediments arising from orders or prohibitions of public authority, actions of public enemies, strikes, lockouts and other labour disputes, riots, flooding, hurricane, fire, explosion or any other natural disasters over which the Party has no reasonable control. The Contractor's economic hardship or changes in market conditions are not force majeure events. The Contractor shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any force majeure event are minimized and resume performance under this Agreement.

Where CMHC concludes, in its sole discretion, that the Contractor will not be able to fulfill its obligations under this Agreement, CMHC may terminate this agreement and, or secure the services of other Contractors to perform the Services without further compensation, penalty or obligation to the Contractor.

Article LXXXII. Headings

The clause headings used herein are inserted only as a matter of convenience and for reference and shall not affect the construction or interpretation of the Agreement.

Article LXXXIII. LANGUAGE

CMHC as a federal crown corporation is governed by the Official Languages Act and as such must provide services to the public in both official languages, English and French. Therefore, if the Contractor, acting on behalf of CMHC, is required to communicate with, or provide services or products to CMHC clients or the public, it must do so in the official language chosen by the person receiving the communication, service, or product in a timely and equivalent manner. The Contractor must also be capable of providing services in both official languages to CMHC employees in a timely and equivalent manner. All complaints received by the Service Provider pursuant to the *Official Languages Act R.S.C. , 1985, c. 31* shall be forwarded to CMHC within one (1) business day of receipt. CMHC shall have the right to monitor the Services provided by the Service Provider in both official languages.

Article LXXXIV. ORDER OF PRECEDENCE

The documents comprising the Agreement are complementary and what is called for in any one shall be binding as if called for by all. The Agreement documents shall be interpreted as a whole and the intent of the whole shall govern. In the event of a conflict between them, the Agreement documents shall have following order of precedence the order of precedence is: (a) this Agreement as amended from time to time; (b) Any schedules, work orders, to this Agreement that are duly executed by both parties, as amended from time to time, to the extend of the inconsistency between the terms.

Article LXXXV. ENTIRE Agreement

This Agreement, including any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties, and supersedes all prior or contemporaneous understandings, written or oral. These Terms prevail over any terms and conditions contained in any other documentation and expressly exclude any of the Contractor's general terms and conditions or any other document issued by the Contractor in connection with this Agreement, not incorporated herein. In case of conflicts between the Contractor's documents and CMHC's documents, CMHC's shall govern.

IN WITNESS WHEREOF:

This Agreement has been executed by duly authorized officers of the Parties as follows:

NAME OF CONTRACTOR	**CANADA MORTGAGE AND HOUSING CORPORATION**
Click here to enter text.	
_____	_____
Click here to enter text.	Click here to enter text.

_____

_____

Click here to enter text.

Click here to enter text.

Date: _____

Date: _____

I have the authority to bind the Contractor.

1) SCHEDULE A

THE SERVICES (I.E. THE SCOPE OF WORK)

KEY ELEMENTS OF SERVICES TO BE PROVIDED, DEFINITION OF "DELIVERABLES", PROJECT MILESTONES, TIMING REQUIREMENTS, COMPLETION STANDARDS, SERVICE LEVEL AGREEMENTS, AND OTHER IMPORTANT ITEMS

2) SCHEDULE B

Contractor's rates and payment scheduled with the payments tied to Deliverables. If there is a deposit, please amend Article 3.1 as needed

Vendor Information Form to be attached under SCHEDULE B

3) SCHEDULE C

CMHC TRAVEL POLICY

Applicable to contractors

(include most up to date version)

4) SCHEDULE D

TRAVEL ESTIMATES

(include most up to date version)

5) SCHEDULE E

BUSINESS CONTINUITY MANAGEMENT ATTESTATION FORM

(include most up to date version)

6) SCHEDULE "X"

PRIVACY AND SECURITY REQUIREMENTS

"Affiliate" means any legal entity controlling, controlled by, or under common control with a Party to this Agreement. Control shall exist through direct ownership of more than fifty percent

(50%) of the nominal value of the issued equity share capital or of more than fifty percent (50%) of the shares entitling the holders to vote for the election of directors or persons performing similar functions or to rights by any other means to elect or appoint directors or persons who collectively may exercise such control or through indirect ownership of all of the issued equity share capital.

"**Authorized Person**" means officers, employees and contractors of the Contractor who have a need to know to the Information.

"**Contractor Personnel**" means all personnel who provide Services to CMHC that: (i) are employed by the Contractor; or (ii) are employed by an Affiliate of the Contractor.

"**Data Custodian**" means Contractor or Contractor subcontractor who is granted access to CMHC Information and assumes the responsibilities set out in Exhibit 1 to this **SCHEDULE A** of this Agreement

"**Identified Person**" means an Authorized Person whose current work-related responsibilities require access to the CMHC Information.

"**Logical Access Controls**" means the process of enforcing proper identification, authentication and accountability with respect to access to a computer system, based on the latest information technology (IT) security guidance. These include:

- individual user accounts;
- complex passwords eight (8) characters minimum, lower and upper case, numbers, special characters);
- access-based on role (privileged vs. non-privileged); and
- auditing.

"**Portable Storage Devices (PSDs)**" means devices that are portable and contain storage or memory into which users can store information, including, but not limited to, laptops, CD-ROMs, flash memory sticks, backup media and removable hard disks.

"**Protected B**" means a security level assigned to information or assets that, if compromised, could cause serious injury to an individual, organization or government.

"**System**" means a single IT-related device, a component of such a device or a group of IT-related devices that may be used to receive, store, process or transmit information. This includes, but is not limited to, personal computers, servers, laptops, tablets, smart phones, virtual computers and cloud based virtual systems.

"**Visitor**" means an individual, other than an Authorized Person, who has been invited into the secure area by an Authorized Person, as permitted by Contractor's access policies.

Privacy and Security Requirements

The Parties are required to protect the CMHC Information in accordance with applicable direction and guidelines from the Treasury Board of Canada ("TBS"), or their equivalent in the case of the Contractor, with respect to the protection of "Protected B" data, including guidance from CSE (ITSG-33) which aligns with the ISO 27001 framework. Further as a federal government institution, the Contractor acknowledges that CMHC is subject to the *Access to Information Act* (Canada) and the *Privacy Act* (Canada) and therefore the Contractor agrees to submit to whatever measures are necessary in order to ensure that CMHC can comply with these laws and their related regulations, policies, and directives ("ATIP Legislation").

As such, the Contractor agrees: (i) to protect any Personal Information that it may access from CMHC Information provided through this Agreement in a manner that is compatible with provisions of ATIP Legislation; and (ii) will ensure that it has in place appropriate privacy protection measures to safeguard all CMHC Information that it has access to under this Agreement. More specifically, Contractor shall, as required by the provisions of Article XXXII of this Agreement, comply with the security requirements described below at all times:

Physical Access:

1. CMHC Information will be accessed within a secure location that allows unescorted access only to Authorized Persons. All Visitors to the secure location will be escorted by an Authorized Person at all times. The secure location can be within a series of buildings, one entire building, an entire floor within a building, or a single room. Once the perimeter of the secure location is defined, these requirements apply to all areas within the perimeter. Where a series of buildings is involved, a secure perimeter will be defined for each building. CMHC may approve other secure environments that provide a similar level of protection to CMHC Information.

2. Access to CMHC Information is limited to Identified Persons. The duties of the Data Custodian, as stated in **Exhibit 1 to this SCHEDULE X**, include maintaining an auditable trail on access to CMHC Information by Identified Persons. Under no circumstances may Visitors be permitted to access CMHC Information.

IT Storage and Transmission:

3. The Contractor shall ensure that CMHC Information remain in Canada and expressly agrees to logically segregate CMHC Information that is in electronic form and physically segregate CMHC Information in physical form. All Systems with access to CMHC Information will employ Logical Access Controls at the device and network level and will have functional and current antivirus software.

4. Where CMHC Information is held on PSDs, complex passwords with encryption will be used. The encryption level will meet the latest communications security establishment standards for Protected B" information which aligns with the ISO 27001 framework. This applies equally to backups of CMHC Information stored on PSDs.

5. Servers storing and transmitting unencrypted data, where used, will be located in a secure, controlled-access area, preferably in the same area where CMHC Information is accessed. If located in a separate area, controls will be in place to ensure that only Identified Persons can access the server. Unless CMHC Information is encrypted continuously while outside the secure area, a conduit will be used for all cabling and all cross-connect areas will be physically secured.

6. Network firewall rules will be in place such that no System processing CMHC Information can communicate at the network layer with any system that can be accessed by non-Identified Persons.

   Network firewall rules will also be in place such that no System processing CMHC Information can be accessed at the network layer by a System outside of the secure area. CMHC Information may be stored on and transmitted over networks not meeting these requirements, provided that it is encrypted, except when at rest and in use by an Identified Person. Alternatively, CMHC Information may be stored on a stand-alone computer in a secure area with no external connections, or on a closed network within the secure area. When the network transmits information that leaves a secure area (for example, when a series of buildings house employees within a single organization), the CMHC Information will be encrypted whenever it is outside the secure area.

Physical Storage:

7. When not in use, PSDs containing CMHC Information will be stored in secure containers. This applies equally to backups of CMHC Information.

8. CMHC Information will not be removed from the secure area (as described in point 1 above) in any format (e.g., printouts, PSDs, etc.), and in accordance with this **SCHEDULE A**. When not in use, printed documents containing CMHC Information will always be stored in secure containers.

Information Copying and Retention & Record Management:

9. Copies and extracts of CMHC Information may only be made for the purposes of carrying out the permitted purposes as covered by this Agreement. When no longer needed, any such copies or extracts will be destroyed in a secure manner as required under this Agreement.

10. Paper documents containing CMHC Information will be destroyed (shredded) in a secure manner before disposal. All electronic storage media used in the processing of CMHC Information, including all back-up, PDSs, photocopiers and other electronic media where CMHC Information has been electronically stored, will be sanitized or

destroyed, in accordance with the latest communications security establishment standards for “protected B” information when disposing of such media, or when return or destruction of CMHC Information is required pursuant to this Agreement.

11. The Contractor’s Data Custodian agrees to establish and maintain an inventory of all data files received from CMHC, as stated in “EXHIBIT 1 TO SCHEDULE X”**.**

"EXHIBIT 1 TO SCHEDULE X"

RESPONSIBILITIES OF THE DATA CUSTODIAN

The Data Custodian, designated by the Contractor will implement the following requirements:

1. Prepare a document for the use of the Contractor's employees and contractors engaged by the Contractor, outlining the terms and conditions governing the use of CMHC Confidential Information, as well as the procedures to send, receive, handle and store CMHC Confidential Information (hereinafter the "Confidentiality Document"). The Confidentiality Document will include the following terms and conditions of this Agreement
   i. Confidentiality of CMHC's Confidential Information, as specified in the Agreement;
   ii. Use of CMHC's Confidential Information, as specified in the Agreement**;**
   iii. Access to CMHC's Confidential Information, as specified in the Agreement; and
   iv. Security Requirements, as specified in the Agreement

1. Prior to granting access, the Data Custodian will ensure that every employee and every contractor engaged by the Contractor who accesses CMHC Information has agreed in writing to comply with confidentiality terms no less strict than this Agreement.

2. Acknowledge receipt of each data file received from CMHC pursuant to this Agreement, and maintain a register of all such files, containing the following information:

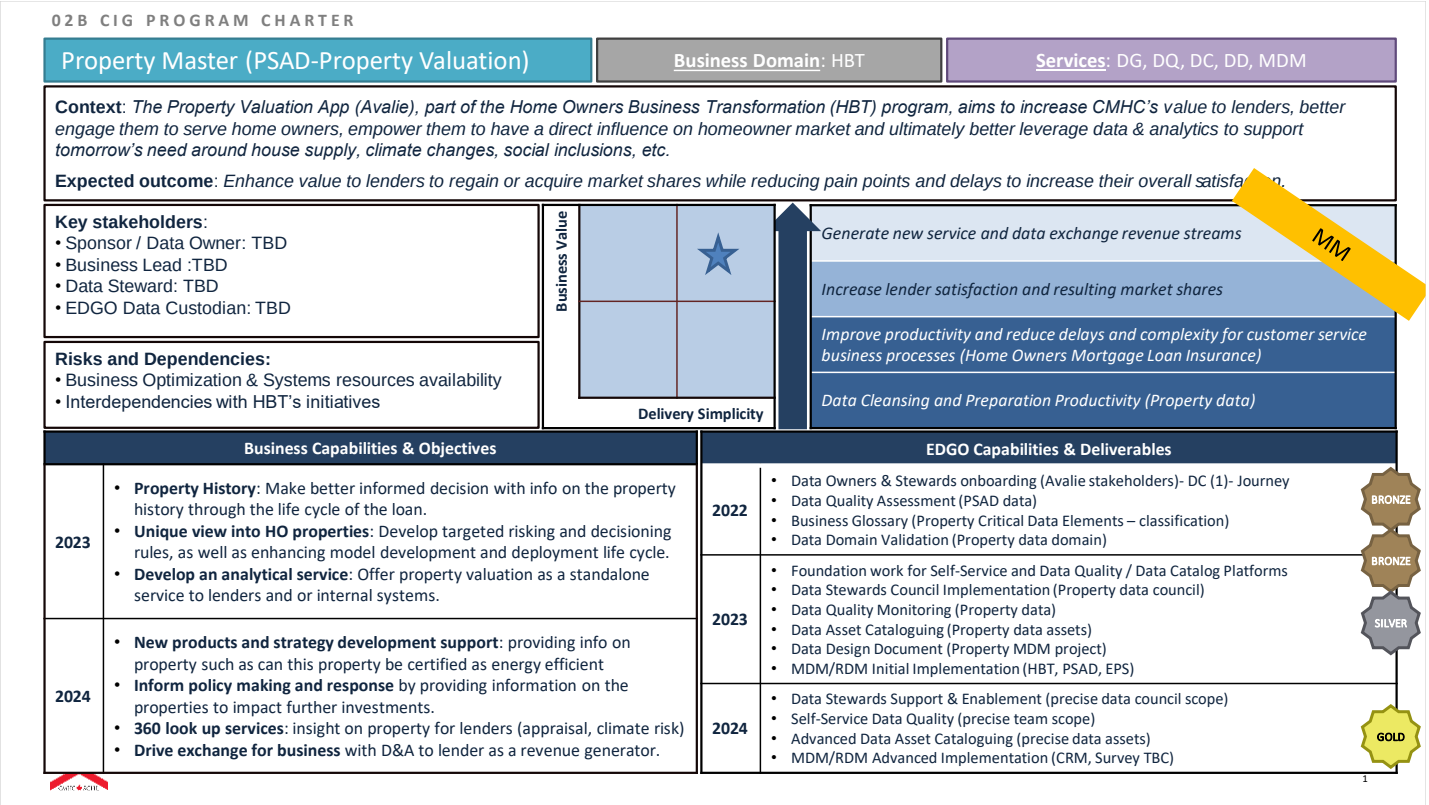
   - Date received;
   - File name and reference period;
   - Employee of Contractor who received the file;
   - Employee of CMHC who sent the file;
   - Employee of Contractor responsible for safekeeping of the file; and
   - Date the file was destroyed or returned to CMHC (if applicable).

3. Maintain a register of all Identified Persons who have been granted access to the data files received from CMHC by the Contractor, containing the following information:

   a) File name and reference period;
   b) Name of employee or/and contractors engaged by the Contractor to whom access is given;

c) Justification for access;
d) Name of delegated manager who authorized access and date of authorization; and
e) Start and end dates of period for which access is authorized.

APPENDIX N – USE CASES



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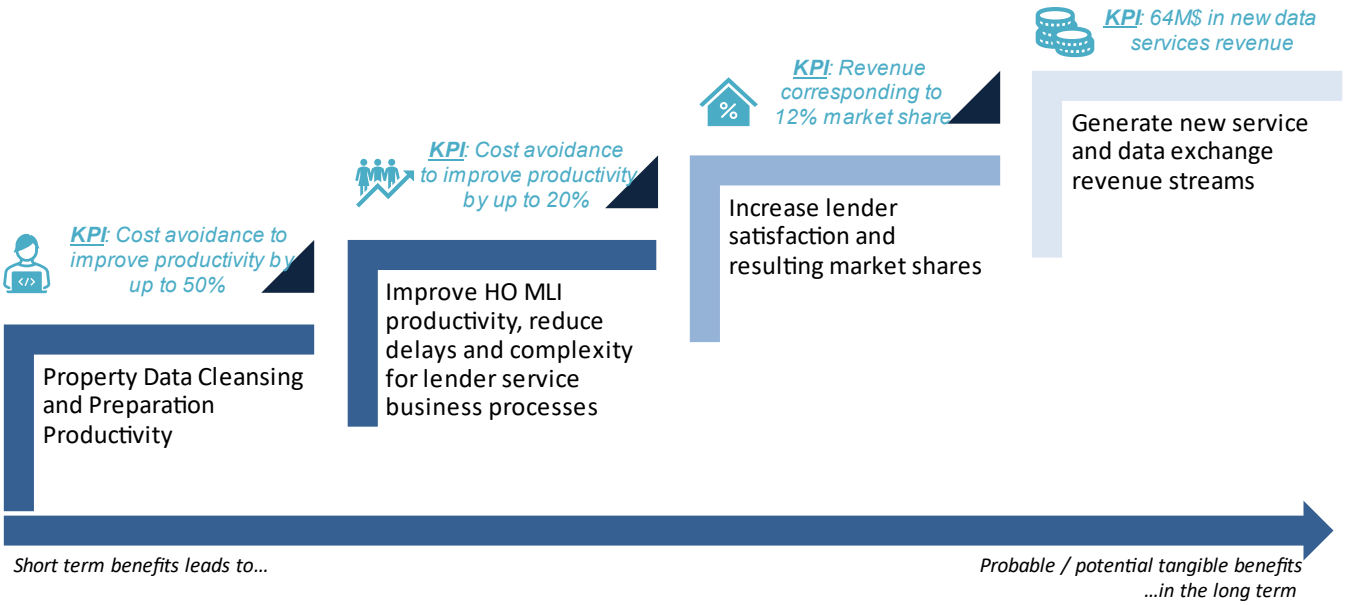

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02B CIG PROGRAM CHARTER

Property Master

Business Domain : HBT

Services: MDM, Data Quality, Data Modeling, Data Catalog, Data Governance &Self -Service Analytics Enablement

Benefit	Benchmark Industry KPI	Proposed CMHC KPI	Benefit Owner	Benefit Prob. %	Monetary / Financial Benefit Value
Generate new service and data exchange revenue streams	*25% potential data service revenue increase**	*64M$ new revenue* *(5% of CMHC's Mortgage Insurance Activity net income as per 2022 annual report)*	*VP / Director inheriting new data service*	*Potential 1%*	
Increase lender satisfaction and resulting market shares	*15% lender churn rate reduction*** *20% lender marketing productivity increase***	*Revenue corresponding to 12% market share* *(current: 33%, target: 45%)*	*VP / Director overseeing the lender retention*	*Probable 10%*	
Improve productivity and reduce delays and complexity for lender service business processes (Home Owners Mortgage Loan Insuranc	*15% lender service costs reduction*** *40% lender inquiries handling time reduction***	*Cost avoidance corresponding to staff that would be required to improve productivity by 20%*	*VP / Director overseeing the lender service*	*Realizable 100%*	*Nesrin Isabelle Vives Sam Carnavale StephanieLand*
Data Cleansing and Preparation Productivity (Property data)	*40% data preparation productivity**** *80% faster data preparation****	*Cost avoidance corresponding to staff that would be required to improve productivity by 50%*	*VP / Director overseeing the data work*	*Realizable 100%*	*Nesrin*

Supporting Reference: * Slide 23, ** Slide 24, *** Slide 25

3

02B CIG PROGRAM CHARTER

DRAFT

Lender Service Enhancement

Business Domain : MU MLI

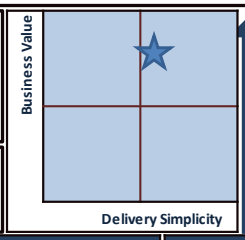
Services: MDM, Data Quality, Data Modeling, Data Catalog, Data Governance &Self -Service Analytics Enablement

Context: *CMHC's MLI business has been impacted with an important increase in the processing delays for commercial requests credit assessment and underwriting. This situation is mainly due to the complexity of analyzing data submitted by lenders in order to proceed with approval without incurring incremental risks for CMHC.*

Expected outcome: *Solve the processing time challenge while reducing risks and limit impacts on HBT and CMHC's risk exposure and potential financial impacts.*

Key stakeholders:
- Sponsor: TBD
- Business Lead / Data Steward: TBD
- Business SME: TBD
- EDGO Delivery Lead: TBD

Risks and Dependencies:
- Business Optimization Planning resources availability
- Interdependencies with Lenders' Portal & HBT



Reduce costs & risks related to increasing commercial business market shares

Increase lender satisfaction and resulting market shares

Improve productivity and reduce delays and complexity for customer service business processes (Multi-Unit Mortgage Loan Insurance)

Data Cleansing and Preparation Productivity (Contacts data)

Business Capabilities & Objectives	
2022	Q3 : Complete data profiling & Contact data quality dashboard to scope data issues and take appropriate actions Q4 : Identify full scope for lenders' portal enhancement and underlying data elements and capabilities requirements
2023	• Deploy lenders' portal to enhance credit assessment service productivity • Deploy prescriptive models to automate underwriting decisions automation
2024	• Increase CMHC's market share and monitor / control related risks

EDGO Capabilities & Deliverables	
2022	• Data Owners & Stewards onboarding (Lender portal stakeholders) • Data Quality Assessment (Lender contact data / 1 process) • Business Glossary (Lender Critical Data Elements) • Data Domain Validation (Lender data domain)
2023	• Data Stewards Council Implementation (Lender data council) • Data Quality Monitoring (Lender data) • Data Asset Cataloguing (Lender data assets)
2024	

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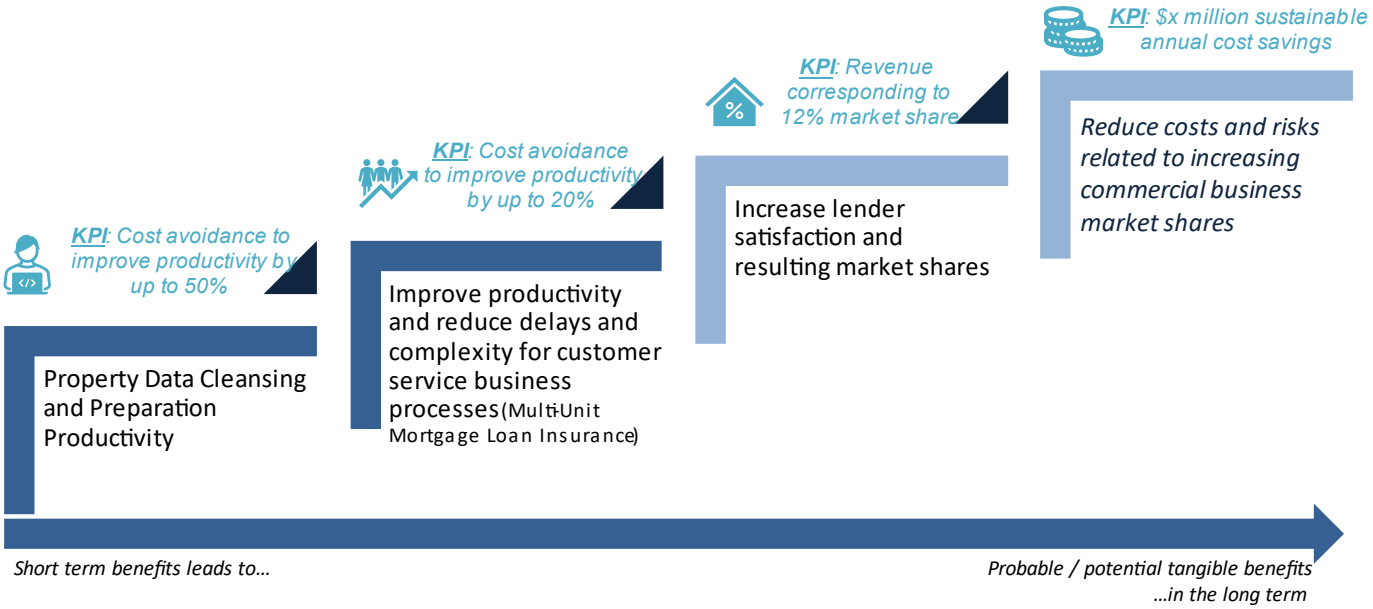
Value Structure for Lender Service Enhancement



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02B CIG PROGRAM CHARTER

DRAFT

Lender Service Enhancement

Business Domain : MU MLI

Services: MDM, Data Quality, Data Modeling, D
Data Governance &Self -Service Analytics Enable

Benefit	Benchmark Industry KPI	Proposed CMHC KPI	Benefit Owner	Benefit Realization %	Monetary / Financia Benefit Value
Reduce costs and risks related to increasing commercial business market shares				Potential 1%	
Increase lender satisfaction and resulting market shares				Probable 10%	
Improve productivity and reduce delays and complexity for customer service business processes (Multi -Unit Mortgage Loan Insurance)				Realizable 100%	
Data Cleansing and Preparation Productivity (Contacts data)	40% data worker productivity[1]	60%	CRM	Realizable 100%	

Supporting Reference: * Slide 23, ** Slide 24, *** Slide 26

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02B CIG PROGRAM CHARTER

VERSION 07-06

Reporting Accuracy (Parked)

Business Domain : HO (& MU?) MLI

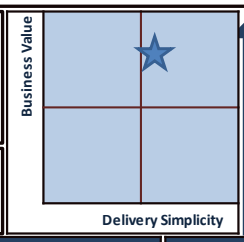
Services:

Context: *CMHC is producing different types of reporting for compliance purpose, internal planning and forecasting and reporting to different authorities such as OSFI*

Expected outcome: *Support the enhancement of reporting data sources quality, identification of errors and actions to take, ultimately resulting in additional reporting capacity for lender reporting*

Key stakeholders:
- Sponsor: David Charron, TBD
- Business Lead / Data Steward: TBD
- Business SME: TBD
- EDGO Delivery Lead: TBD

Risks and Dependencies:
- …



Reduce costs and risks related to regulation, compliance and reputation

Increase lender satisfaction and resulting market shares

Improve productivity and reduce delays to produce reports for authorities and lenders (Homeowners & Multi-Unit Mortgage Loan Insurance)

Data Cleansing and Preparation Productivity (reporting data)*

	Business Capabilities & Objectives

2022	• IIF Data Set Quality enhancement (Parked) is this part of operations log?
	• Automation of lender reports preparation and issuance
	  • Auto-cancellation (ACE) reports
	  • Over/Under payment reports

2023	• Financial data in preparation for the DPE migration work (Operations as usual) • Lender reporting accounts receivable data clean up
2024	

	EDGO Capabilities & Deliverables	
2022	• Data Owners & Stewards onboarding (IIF stakeholders) 140 hr Data Custodian • Data Quality Assessment (IIF data / 1 process) • Business Glossary (IIF Critical Data Elements) • Data Domain Validation (IIF data domain)	BRONZ
2023	• Data Owners & Stewards onboarding (Financial data stakeholders) • Data Quality Assessment (D365 financial data sets) • Business Glossary (Financial Critical Data Elements for migration to DPE) • Data Domain Validation (Financial D365 data domain) • 2x additional bronze delivery (Lender reporting)	BRONZ
2024	• Data Stewards Council Implementation (TBD data council) • Data Quality Monitoring (TBD data) • Data Asset Cataloguing (TBD data assets)	SILVER

*clarify scope of data

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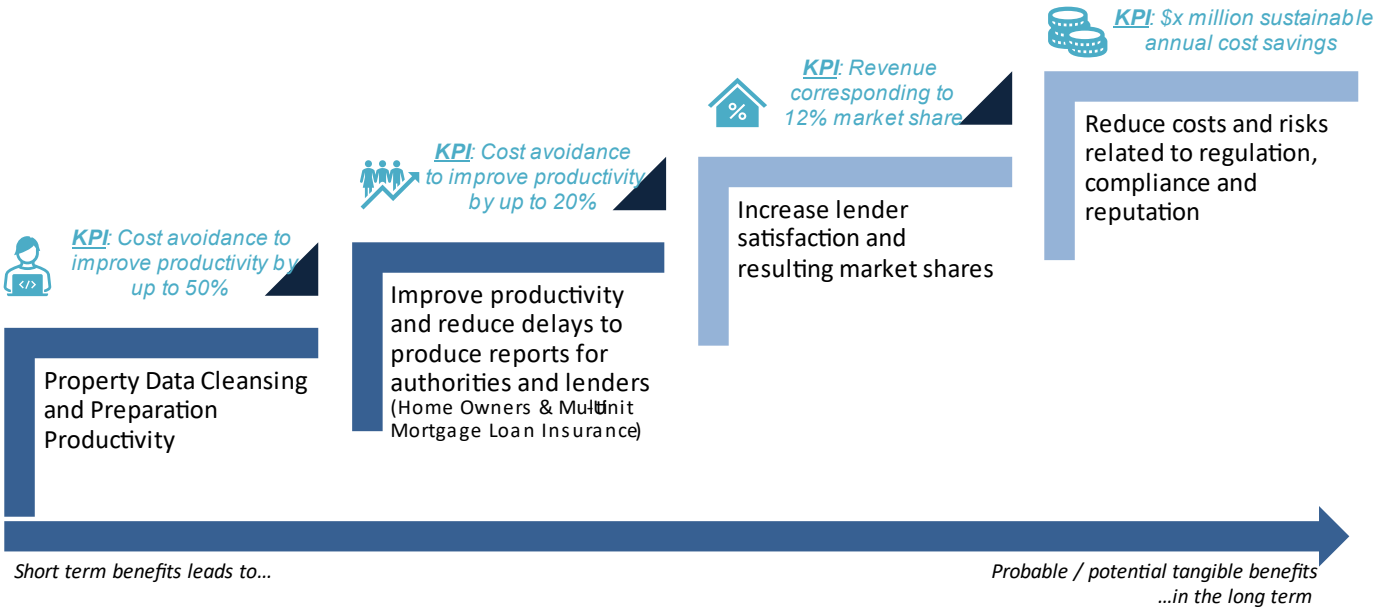
Value Structure for Reporting Accuracy



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Reporting Accuracy

Business Domain : HBT

Services: MDM, Data Quality, Data Modeling, Data Catalog, Data Governance &Self -Service Analytics Enablement

Benefit	Benchmark Industry KPI	Proposed CMHC KPI	Benefit Owner	Benefit Prob. %	Monetary / Financial Benefit Value
Reduce costs and risks related to regulation, compliance and reputation	*$1 million sustainable annual cost savings* *30% reduction in false positive cases*	*$x million sustainable annual cost savings*	*VP Risk*	*Probable 10%*	
Increase lender satisfaction and resulting market shares	*15% lender churnrate reduction*** *20% lender marketing productivity increase***	*Revenue corresponding to 12% market share (current: 33%, target: 45%)*	*VP / Director overseeing the lender retention*	*Probable 10%*	
Improve productivity and reduce delays to produce reports for authorities and lenders (Home Owners & Multi-Unit Mortgage Loan Insurance)	*15% lender service costs reduction*** *40% lender inquiries handling time reduction***	*Cost avoidance corresponding to staff that would be required to improve productivity by 20%*	*Director CRO*	*Realizable 100%*	
Data Cleansing and Preparation Productivity (Reporting data)	*40% data preparation productivity**** *80% faster data preparation****	*Cost avoidance corresponding to staff that would be required to improve productivity by 50%*	*VP / Director overseeing the data work*	*Realizable 100%*	

Supporting Reference: * Slide 23, ** Slide 24, *** Slide 26

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02B CIG PROGRAM CHARTER

DRAFT

Climate Changes

Business Domain :

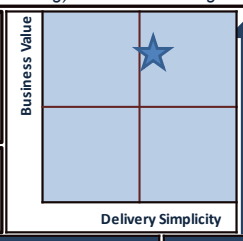
Services :

Context: *To reach its 4 long-term missions to address climate compatibility of the housing system and achieve 2030 and 2050 targets, CMHC has initiated a Climate Change program to ensure housing decisions, solutions, and programs are underpinned by robust climate data on Canadian residential properties*

Expected outcome: *This program aims to have positive impacts on real estate values, reduce operating costs from adaptation and mitigation efforts, increase access to housing finance (e.g., property insurance, mortgages, refinancing) and facilitate migration into/out of communities during changing housing and economic conditions*

Key stakeholders:
- Sponsor: …
- Business Lead / Data Steward: Anne-Marie Markley
- Business SME: Roberto Figueroa
- EDGO Delivery Lead: Angela Lastra

Risks and Dependencies:
- Climate-related data is costly, vast & poor quality
- 3rd party data requires data sharing directive (incl. PII)



- *Increased positive impacts of climate change on housing (e.q.*, Increased valuation of homes in climate resilient geographies)*
- *Reduce operating costs from adaptation and mitigation efforts (e.g.*, Expenditures on elevating properties, (Un)insured losses, etc.)*
- *Improve productivity, reduce delays, and complexity for climate -related processes** (e.g., Investment & lending decisions, financial disclosures, etc.)*
- *Data Cleansing & Preparation Productivity (Climate data, e.g., emissions, physical hazards, asset locations, characteristics and values, etc.)*

	Business Capabilities & Objectives
2023	**Strengthen internal climate data & analytics capabilities** • Execute on CMHC's climate data & analytics program, and roadmap • Mature data & analytics capabilities incl. people, processes, technology • Embed climate -related decisioning into CMHC programs and products
2024	**Work with federal partners to advance mission outcomes** • Expand and deepen climate data and analytics partnerships • Policy advocacy to remove barriers to sharing climate data and info to Canadians incl. via digital public utility platform
2025 - 2027	**Work with private sector and civil society to advance mission outcomes** • Create public -private housing finance consortium for climate data and analytics, set priorities and action a sector roadmap • Design/co-create climate data, metrics, standards for industry use/adoption

	EDGO Capabilities & Deliverables	
2023	• Data Owners & Stewards onboarding (Climate change stakeholders) • Data Quality Assessment (Climate data / 1 process) • Business Glossary (Climate Critical Data Elements) • Data Domain Validation (Climate data domain) • Foundation work for Advanced Analytics and Data Sharing • Data Stewards Council Implementation (Climate data council) • Data Quality Monitoring (Climate data) • Data Asset Cataloguing (Climate data assets) • Data Design Document (Advanced Analytics / MLOps)	BRONZE SILVER
2024	• Data Stewards Support & Enablement (Climate data council) • Self-Service Data Quality (Climate change stakeholder) • Advanced Data Asset Cataloguing (Advanced Analytics / MLOps) • Data Platforms Assessment (Advanced Analytics / MLOps)	GOLD

* See benefits on slide 3 | ** See processes impacted on slide 4

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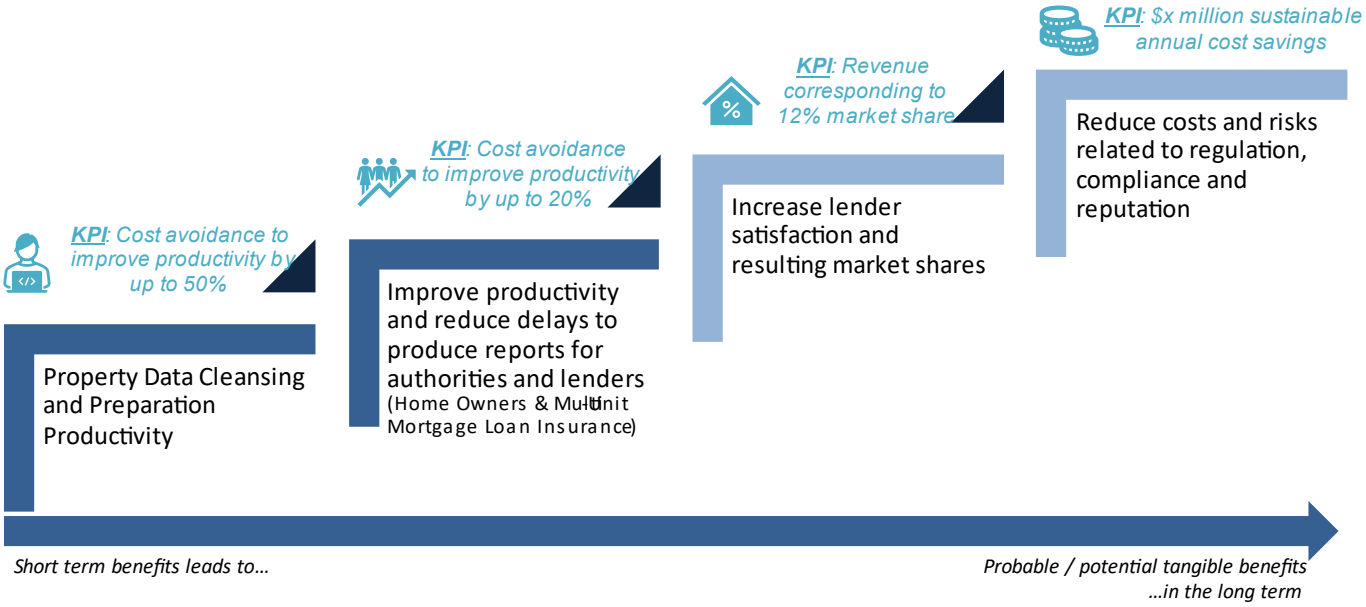
Value Structure for Reporting Accuracy



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02B CIG PROGRAM CHARTER

DRAFT

Climate Changes	Business Domain :	Services:

Benefit	Benchmark Industry KPI	Proposed CMHC KPI	Benefit Owner	Benefit Realization %	Monetary / Financ Benefit Value
Increased positive impacts of climate change on housing (e.g., Increased valuation of homes in climate resilient geographies)*				Potential 1%	
Reduce operating costs from adaptation and mitigation efforts (e.g., Expenditures on elevating properties, (Un)insured losses, etc.)*				Probable 10%	
*Improve productivity, reduce delays, and complexity for climate -related processes** (e.g., Investment & lending decisions, financial disclosures, etc.)*	*15% climaterelated service costs reduction** 40% lender inquiries handling time reduction***	*Cost avoidance corresponding to staff that would be required to improve productivity by 20%*	*Director CRO*	*Realizable 100%*	
Data Cleansing & Preparation Productivity (Climate data, e.g., emissions, physical hazards, asset locations, characteristics & values, etc.)	*40% data preparation productivity*** 80% faster data preparation****	*Cost avoidance corresponding to staff that would be required to improve productivity by 50%*	*VP / Director overseeing the data work*	*Realizable 100%*	

Supporting Reference: * Slide 23, ** Slide 24, *** Slide 27

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