



**CANADA MORTGAGE AND HOUSING CORPORATION**

**REQUEST FOR PROPOSAL  
FOR  
SECURITY RATINGS SERVICES**

**Request for Proposal No:** RFx002378

**Date Issued:** October 18th, 2023

**Submission Deadline:** November 13<sup>th</sup>, 2023 – 2:00 pm Ottawa local time

**Bid Submission Email:** [EBID@cmhc-schl.gc.ca](mailto:EBID@cmhc-schl.gc.ca)

**Address Inquiries to:**

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## **SECTION 1 SUBMISSION INSTRUCTIONS**

### **1.1 OBJECTIVE OF THIS RFP**

Canada Mortgage and Housing Corporation (CMHC) is seeking proposals from suppliers, the “Proponents”, for the provision of a security ratings service(s) that provides a third-party, independent view of security behaviours and practices within CMHC and its business partners, collectively the “Services”. CMHC will enter into an agreement with the successful Proponent for three year plus two optional renewal years. The proposed implementation date is December 18<sup>th</sup>, 2023.

### **1.2 CMHC OVERVIEW**

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, Infrastructure and Communities. CMHC has approximately 2,300 employees located at its National Office in Ottawa, and at various business centres throughout Canada.

### **1.3 RFP CONTACT**

For the purposes of this procurement process, the “RFP contact” will be:

**Christine Brown, Sr. Procurement Advisor**

CMHC Procurement

[ccbrown@cmhc-schl.gc.ca](mailto:ccbrown@cmhc-schl.gc.ca) (Business e-mail)

[procurementsourcingteam@cmhc-schl.gc.ca](mailto:procurementsourcingteam@cmhc-schl.gc.ca) (Group mailbox)

Please ensure e-mails are sent to both e-mail addresses noted above.

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.

### **1.4 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, or “Draft Agreement” (APPENDIX D) are to form the basis for the agreement between CMHC and the selected Proponent. CMHC reserves the right to add, delete or revise terms and conditions during contract negotiations.

The Proponent’s proposal and all associated correspondence from the Proponent, where relevant, shall to the extent desired by CMHC, also form part of the resulting Agreement.

Submission of a proposal constitutes acknowledgement that the Proponent has read and agrees to be bound by the terms and conditions in the Draft Agreement, in the event that the Proponent is selected by CMHC to enter into such Agreement. The Proponent may propose changes (additions or deletions) to the Draft Agreement, which must be identified in Proponent’s proposal, and will be, at CMHC’s sole discretion, either accepted or rejected.

### **1.5 RFP TIMETABLE**

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.

Issue Date of RFP	October 18, 2023
Deadline for Questions	November 1, 2023
Deadline for Addendums	November 6, 2023
<b>Submission Deadline for Proposals</b>	<b>November 13, 2023 – 2:00 pm EST</b>
Anticipated Timeline for Completion of Proposal Evaluations	November 13 - 26, 2023
Vendor Demonstrations	November 26 – 30, 2023
Winning Proponent Selected	December 1, 2023
Anticipated Contract Negotiation Period	December 1 – December 6, 2023
Anticipated Execution of Agreement	December 12, 2023
Implementation Date	December 18, 2023

## 1.6 SUBMISSION OF PROPOSALS

### 1.6.1 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://canadabuys.canada.ca>

### 1.6.2 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:

- (a) Email Address: EBID@cmhc-schl.gc.ca (“Submission Location”) and procurementsourcingteam@cmhc-schl.gc.ca
- (b) The subject line of the transmission must state: **RFx002378** and company name.
- (c) 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 compatible applications, i.e., Word, PowerPoint, Excel and/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.

### **1.6.3 PROPOSALS TO BE SUBMITTED ON TIME**

Proposals must be submitted pursuant on or before the submission deadline: **November 13, 2023, on or before 2:00 PM EST ("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 are electronically entered into EBID system. For the purposes of this Section, the time of delivery is deemed to be the time recorded by CMHC's systems.

### **1.6.4 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.

### **1.6.5 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 SECTION 1**

## **SECTION 2 EVALUATION, NEGOTIATION AND CONTRACT AWARD**

### **2.1 STAGES OF EVALUATION AND NEGOTIATION**

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

#### **2.2 STAGE I - MANDATORY SUBMISSION REQUIREMENTS**

The Mandatory Submission Requirements will be reviewed to determine which proposals comply with all of the Mandatory Submission Requirements due at the time of submitting the proposal, such as licenses or certificates. 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 all the Submission Requirements will move on to the Evaluation of Proposal(s) as outlined in the remainder of this Section 2.

#### **2.3 STAGE II - EVALUATION OF PROPOSAL(S)**

Stage II will consist of the following:

##### **(A) MANDATORY SPECIFICATIONS**

CMHC will review the proposals to determine whether the mandatory specifications of the RFP “Mandatory Criteria” set out in APPENDIX C – RFP SPECIFICATIONS have been met. The Mandatory Criteria must be met (assessment on a pass/fail basis) before the Rated Criteria will be considered.

Questions or queries on the part of CMHC as to whether a proposal has met the Mandatory Criteria will be subject to the verification and clarification process set out in Sub- SECTION 3.2.4 of SECTION 3.

##### **(B) RATED SPECIFICATIONS**

CMHC will evaluate the rated specifications of this RFP “Rated Criteria” also set out in APPENDIX C, by the scoring methodology described 2.8 of SECTION 2. Proponents must score 70% or higher to move onto the Presentation stage.

##### **(C) PRESENTATION (DEMO)**

The purpose of the presentation is to allow: (a) the qualified Proponents to address the major elements of their proposal; (b) for the CMHC “Evaluation Team” to obtain any required clarification based on a set of pre-defined questions, which will be issued by CMHC; and (c) the members of the Evaluation Team to interact directly with key representatives of the Proponent’s proposed team; (d) demonstrate that the criteria and requirements as set out in APPENDIX C Statement of Work have been met.

In advance of the presentation, each Proponent invited to make the presentation will receive in writing: (i) the agenda for the presentation and (ii) a set of pre-defined questions that they will be required to address in their presentation. The presentation is estimated to take one hour via video conferencing.

##### **(D) PRICING EVALUATION**

The scoring of the submitted pricing shown in the Pricing Form will be evaluated for each qualified proposal by the scoring methodology described in this section.

Proponents must complete the Pricing Form attached as APPENDIX B.

### **2.4 RANKING AND CONTRACT NEGOTIATIONS**

#### **2.4.1 SCORING BY THE EVALUATION TEAM**

The scoring matrix Table 1 below was developed to assist the Evaluation Team in the scoring process of the Rated Criteria and the Presentation as detailed 2.3 (B) and (C) above.

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 below.

**TABLE 1 – SCORING MATRIX TABLE**

SCORE	EVALUATION CONCLUSION	DESCRIPTION
10	<u>Complete and clear</u> description provided that <u>exceeds</u> 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	<u>Complete and clear</u> 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	<u>Above average description</u> 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	<u>Average description</u> 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	<u>Weak information</u> was provided with only a <u>partial description</u> 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	<u>Very limited</u> 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	<u>Little or no</u> information was provided to assess the Proponent’s ability to meet the criteria.	No Response

**2.4.2 RANKING OF PROPOSALS**

The proposals will be ranked as follows:

- (a) The scores for the Rated Criteria for each responsive proposal will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 40%. Only those proposals which score a minimum of 70 points will advance to the Presentation stage.

- (b) The overall Presentation score will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 50%.
- (c) To establish the Pricing score, the overall price over five years for each responsive proposal will be prorated against the lowest evaluated price at a ratio of 10%. The pricing score will be based on the overall price for five years based on the rates set out by the Proponent in the Pricing Form. Each Proponent will receive a percentage of the total possible points allocated to price calculated as follows:  

$$\text{Lowest price} \div \text{Proponent's price} \times \text{weighting} \times \text{overall weighting} = \text{Proponent's pricing points.}$$
- (d) For each responsive proposal, the total of 1, 2 and 3 in Table 3 above will be added to determine its combined total score.
- (e) Neither the responsive proposal obtaining the highest score on Rated requirements nor the one with the lowest evaluated price will necessarily be accepted. The responsive proposal with the highest combined rating overall will be recommended for the award of a contract.

**TABLE 1 – OVERALL WEIGHTS**

RANKING DESCRIPTION		WEIGHTING(%)
1	Overall Rated Criteria Rated Criteria will have sub-weightings assigned to each category. Please refer to Appendix C - RFP Specifications.	40%
2	Pricing	10%
3	Presentation	50%
	TOTAL	100%

**2.5 CONTRACT NEGOTIATION**

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.

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP process (SECTION 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 of the agreement between CMHC and the selected Proponent. Proponents may include redline changes to the draft Agreement in their proposals, and CMHC, in its sole discretion, may accept, reject or negotiate these changes or as 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.



**2.6 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 1.5 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 the RFP Specifications (APPENDIX C), (ii) provide requested information in a timely fashion, and (iii) conduct negotiations expeditiously.

**2.7 FAILURE TO ENTER INTO AGREEMENT**

If the pre-conditions of award listed in the RFP Specifications (APPENDIX C) are not satisfied or if the parties cannot finalize the agreement for the Deliverables within the contemplated Contract Negotiation Period, pursuant to 1.5 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.

**2.8 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 SECTION 2.**

**SECTION 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 may 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) and the Canada-UK Trade Agreement are subject to the applicable trade agreement(s) 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 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 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 1.5 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 essential information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by CMHC. In the Submission Form (APPENDIX A), 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 it is necessary to issue an addendum after the Deadline for Issuing Addenda, CMHC may extend the Submission Deadline for a reasonable 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 requirements set out in 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 procurement process's outcome. 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 may be provided verbally or 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. 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:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) 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:

- (a) is the sole property of CMHC and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed to third parties without prior written authorization from the RFP Contact; and
- (d) 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 federal legislation regarding 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:

- (a) 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
- (b) 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 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 OFFERING PERIOD**

It is a deemed condition of every proposal that the terms of the proposal, including all terms relating to pricing, must remain valid and binding on the Proponent until such time as a contract is negotiated and executed, not to exceed ninety (90) days following the closing date unless extended by mutual consent of the Proponent and CMHC.

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 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:

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) 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
- (c) 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 SECTION 3.**

**APPENDIX A – SUBMISSION FORM**

Each proposal must include this Submission Form completed and signed by an authorized representative of the proponent.

**1.1 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 BusinessNumber (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 ContactName and Title:	
Proponent Contact Phone:	
Proponent Contact Email:	

**1.2 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.

**1.3 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.

**1.4 PRICING ACCURACY**

The Proponent has submitted 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.

### **1.5 ADDENDA**

The Proponent is deemed to have read and considered 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” in the covering letter. Proponents who fail to complete this Section will be deemed to have received all posted addenda.

### **1.6 NO PROHIBITED CONDUCT**

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

### **1.7 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:

- (a) 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
- (b) 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 1.8, 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:



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**1.8 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.

**1.9 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 the Form of Agreement (APPENDIX D).

Proponent Representative

Witness

Signature:

Signature:

Name & Title:

Name & Title:

Date:

Date:

---

I have the authority to bind the proponent.

## **APPENDIX B – PRICING FORM**

### **1.1 PRICING SUBMISSION FORM**

Proponents must complete a Pricing Form and attach it as a separate document to their proposal.

### **1.2 INSTRUCTIONS ON HOW TO COMPLETE PRICING FORM**

Prices must be provided in Canadian funds. All applicable duties and taxes should be itemized separately.

Prices 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.

## **APPENDIX C – RFP SPECIFICATIONS**

### **1. STATEMENT OF WORK**

Security ratings are an objective, data-driven, quantifiable measurement of an organization’s overall cybersecurity performance. Security ratings provide businesses and government agencies with a third-party, independent view into the security behaviors and practices of their own organization as well as that of their business partners. Security ratings are a useful tool in evaluating cyber risk and facilitating collaborative, risk-based conversations.

The Proponent must be able to provide, at a minimum, the security ratings services, the “Services” and the deliverables, the “Deliverables”, described in this Statement of Work.

### **2. BACKGROUND**

CMHC is considered a critical financial service that has a responsibility to maintain the spirit of The Office of the Superintendent of Financial Institutions’ (OSFI) Guideline B10 which outlines industry best practices in the area of cyber security. Guideline B10 provides the following third-party risk management framework (TPRMF) related to cyber security:

- a) The TPRMF establishes accountabilities, policies and processes for identifying, monitoring and managing third-party risk, including, as appropriate: processes and systems for identifying, assessing, managing, monitoring, measuring, and reporting on third-party risks introduced by individual arrangements (including, among others, technology, cyber, information security, concentration, business continuity, strategic and financial risks)
- b) Level of risk of third-party arrangements are assessed. In determining the level of risk, the federally regulated financial institutions (FRFI) should consider, as deemed appropriate: the information management, data, cyber security and privacy practices of the third party and its subcontractors.
- c) Third parties comply with the FRFI’s technology and cyber standards. Where necessitated by risk and/or criticality, the FRFI should establish processes to ensure that third parties with elevated levels of technology and cyber risk comply with FRFI standards—or recognized industry standards—for mitigating risk, notably in the areas of access management, and data security and protection.

### **3. PROJECT DESCRIPTION**

There is a growing need for CMHC to understand external cybersecurity threats and security postures as its reliance on third party vendors increases. Traditional approaches, such as the use of security questionnaires, on-site reviews, leveraging of attestations and certifications for assessments, have resource limitations, especially when dealing with hundreds of third parties. This growing dependency on third parties, and the need to constantly understand CMHC’s risk exposure to loss of services and data assets, is making it increasingly important to understand the cyber risk exposure that exists through these relationships.

Traditionally, cyber risk assessment questionnaires have been used and are generally a one-time effort that are subjective, and quickly become outdated after being submitted. To ensure continuous monitoring of its critical services, CMHC must be able to monitor its exposure and to accurately assess the risk it is accepting.

### **4. THE SERVICES AND DELIVERABLES**

CMHC requires a continuous monitoring, cyber security ratings service that must provide, at a minimum, the following:

- 4.1 Independent assessments of a third party externally observable cyber security profile based on publicly available information.
- 4.2 The ability to gather data from public and private sources via nonintrusive and legal means.
- 4.3 The ability to analyze the data and rate cyber security posture using industry accepted scoring methodologies.
- 4.4 Reports and alerts on a regular basis as well as on demand (adhoc).
- 4.5 Actionable recommendations for CMHC’s third parties to improve their cybersecurity on detailed information about observed strengths and shortcomings.
- 4.6 A library and mechanism to create and disseminate vendor security questionnaires based on industry accepted standards that must allow for customization of questionnaires that CMHC can modify as required.
- 4.7 A working cloud-based solution to gather data, analyse the data and produce reporting on a continuous basis.
- 4.8 A working cloud-based solution to create, disseminate, collate and store vendor security questionnaires.
- 4.9 Documented instructions for the running and use of the solution and/or ratings services.
- 4.10 Support as needed.

Please describe any additional information or functions that your ratings services may provide.

**5. MATERIAL DISCLOSURES**

CMHC has approximately 40 vendors that would require scanning at any given time and would have approximately another 60 that many be rotate in on an adhoc basis.

**6. MANDATORY CRITERIA**

The Proponent’s responses to the Mandatory Criteria must allow for an assessment on a pass/fail basis and should not be confused with performance requirements that the successful proponent must perform if awarded the contract. Failure to adequately meet these requirements will result in disqualification.

The Proponents must have or be able to provide all items listed in the Table 1 below:

**TABLE 1 – MANDATORY CRITERIA**

ITEM NO.	DESCRIPTION OF CRITERIA	CONFIRMATION (MUST SAY “YES”)	EXPLAIN HOW CRITERIA HAS BEEN MET AND INCLUDE PAGE NUMBER IN PROPOSAL, IF APPLICABLE
1	At least 5 years in providing security ratings services.		
2	A cloud-based service provisioning.		
3	The ability to dynamically add/remove vendors.		

4	The ability for continuous scanning.		
5	Use of industry accepted ratings.		

**7. RATED CRITERIA**

Proponents who do not meet a minimum threshold score of 70 for the total evaluated rated criteria will not proceed to the next stage of the evaluation process.

**TABLE 2**

ITEM NO.	CATEGORY	SUB WEIGHTING	OVERALL WEIGHTING	DETAILS AND PAGE NO. IN PROPOSAL
<b>1</b>	<b>Company Profile And Experience</b>		30%	
<b>1.1</b>	<b>Experience</b>	5%		
	(i) Years of experience in the industry (ii) Ability to customize their approach to match CMHC's needs. (iii) Tools and technology of solution			
<b>1.2</b>	<b>Scope of Services</b>	10%		
	(i) Clarity on the range of services the vendor will provide. (ii) Whether the vendor can handle the adding/removing vendors as needed (iii) Reporting on deficiencies with recommendations including retention of reports (iv) Workflows to allow CMHC to work with our vendors to remediate deficiencies			
<b>1.3</b>	<b>Risk Management and Compliance</b>	10%		
	(i) Approach to identifying and recommending the mitigation of risks associated with			

	<p>vendor’s publicly exposed security posture.</p> <ul style="list-style-type: none"> <li>• Rate vulnerabilities</li> <li>• Prioritize deficiencies</li> <li>• Recommending mitigating strategies</li> </ul> <p>(ii) Understanding of relevant best practices, frameworks and compliance requirements associated with cybersecurity .</p>			
<b>1.4</b>	<b>Vendor Onboarding and support</b>	5%		
	<p>(i) Methodology/processes for vendor onboarding and run support.</p> <p>(ii) Timeframe for implementing services.</p>			
<b>2</b>	<b>Additional Services</b>		10%	
	<b>TOTAL RATED</b>		40%	

**8. REFERENCES**

CMHC may contact the references provided under Rated Criteria above as per Part 3 of the RFP-Terms and Conditions.

**APPENDIX D  
DRAFT AGREEMENT**

Proponents may include redline changes to the draft Agreement in their proposals, and CMHC, in its sole discretion, may accept, reject or negotiate these changes or as part of the agreement negotiation process.

CMHC FILE No. [NUMBER]

THIS SaaS AGREEMENT (“Agreement”) dated \_\_\_\_\_ is executed

**BETWEEN:**

**CANADA MORTGAGE AND HOUSING CORPORATION**

[ADDRESS]

(Hereinafter referred to as "CMHC")

- and -

**FULL LEGAL NAME OF CONTRACTOR**

[ADDRESS]

(Hereinafter referred to as 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:

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**Article I. Definitions**

**“Authorized User”** means any individual or entity authorized by CMHC to access and use the SaaS Services through CMHC’s account under this Agreement, each of which shall be identified by CMHC’s written notice to the Contractor as set forth in Schedule A of this Agreement.

**“CMHC Content”** means any content, materials, data, and information that CMHC, its Authorized Users, or authorized Contractor personnel or subcontractors, may enter into the SaaS Services or is otherwise uploaded by or on behalf of CMHC. For clarity, CMHC Content will not include any component of the SaaS Services or Contractor’s Intellectual Property.

**“CMHC Information”** refers to any and all information of a confidential nature that is transferred, directly or indirectly, to the Contractor or for which access is provided to the Contractor including all Personal Information, that is in the care or control of CMHC, and is managed, accessed, collected, used, disclosed, retained, received, created or disposed of in relation to the provision of the SaaS Services, including CMHC Content, whether or not it is marked as confidential. Without limiting the generality of the foregoing, CMHC Information includes data in any format, whether or not marked as confidential.

**“Confidential Information”** means “collectively the following categories of information: (i) the terms of this Agreement (except to the extent that the disclosure of this Agreement or parts thereof is permitted or required pursuant to applicable Laws); (ii) all proprietary business, financial, and technical information of the disclosing Party that is disclosed under circumstances reasonably implying that such information should be treated confidentially, including without limitation CMHC lists and associated CMHC information, know-how, methods, processes, analyses, framework, strategies, marketing plans, designs, specifications, development plans, business plans, prices, sales projections, and trade secrets of the other Party; (iii) any employee-related information or similar information provided by one Party to the other Party; (iv) for the purposes of CMHC, CMHC Content and CMHC Information; and (v) the SaaS Services and Documentation.

**“Documentation”** means all generally available documentation relating to the SaaS Services, including all user manuals, operating manuals and other instructions, specifications, documents and materials, in any form or media, that describe any component, feature, requirement or other aspect of the SaaS Services, including any functionality, testing, operation, or use thereof.

**“Harmful Code”** means any software, hardware or other technologies, devices, or means, the purpose or effect of which is to: (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner, any (i) computer, software, firmware, hardware, system or network, or (ii) any application or function of any of the foregoing or the integrity, use, or operation of any data processed thereby; or (b) prevent CMHC or any Authorized User from accessing or using the SaaS Services as intended by this Agreement, and includes any virus, bug, Trojan horse, worm, backdoor, malware or other malicious computer code, and any time bomb or drop-dead device.

**“Intellectual Property Rights”** means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how



and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature.

**“Laws”** means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement of any federal, provincial, territorial, municipal or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

**“Losses”** means any and all losses, damages, liabilities, deficiencies, claims, 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.

**“Personal Information”** means information about an identifiable individual or other information that is subject to Canadian privacy Laws. Personal information to be disclosed under this Agreement may include but is not limited to:

**SaaS Services”** means a hosted solution made available by the Contractor for CMHC’s access and use on a subscription basis, as detailed in Schedule A. The term “SaaS Services” includes any modifications, enhancements, additions, extensions, translations, and derivative works thereof and any configuration and related services. The SaaS Services do not include CMHC Information or any CMHC-provided third party software.

## **Article II. SaaS Services**

### **Section 2.01 Description of SaaS Services**

- (a) This Agreement sets out the general terms and conditions for the provision of the SaaS Services by the Contractor to CMHC, as further defined in Schedule A of this Agreement.
- (b) The capitalized terms as used in this Agreement have the meanings set out in the body of this Agreement or Article I Definitions.

## **Article III. Representations and Warranties**

### **Section 3.01 The Contractor represents and warrants that:**

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;

- (a) It has obtained, and will maintain at all times during the term of this Agreement, all necessary registrations, licenses and consents and comply with all relevant Laws applicable to the provision of the SaaS Services;
- (b) The execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Contractor;
- (c) It shall comply with all applicable rules, regulations, and policies of CMHC, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by CMHC to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures;
- (d) The Contractor warrants that the SaaS Services provided to CMHC pursuant to this Agreement will comply in all material respects with the terms of this Agreement;
- (e) the SaaS Services are and will remain free of Harmful Code;
- (f) It shall provide the SaaS Services using personnel of required skill, experience, and qualifications;

- (g) It shall provide the SaaS Services in a timely, workmanlike and professional manner and in accordance with the applicable industry standards in the Contractor's field;
- (h) It shall ensure that all of its equipment and/or software used in the provision of the SaaS Services is in good working order and suitable for the purposes for which it is used; and
- (i) Subject to CMHC's direction, it will comply with CMHC's vaccination requirements, as may be amended from time to time.
- (j) The warranties set forth in this Section are cumulative and in addition to any other warranty provided by law or equity.

#### **Article IV. Term and Termination**

##### **Section 4.01 Term**

The term of the Agreement shall be for a period of [NUMBER] 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").

##### **Section 4.02 Renewal**

This Agreement may be extended, Choose an item., for an additional [Number (numeral)] Choose an item (the "Extension Term"), not to exceed a cumulative five (5) years including the Initial Term. The Initial Term and any Extension Term herewith collectively referred to as the "Term".

##### **Section 4.03 Termination**

###### **(1) No fault termination**

Notwithstanding Section 4.01 and Section 4.02 above, CMHC may terminate the Agreement for any reason with no penalty or charge by giving sixty (60) days prior written notice at any time during the Term.

###### **(2) Termination for Default of the Contractor**

CMHC may terminate this Agreement without penalty or charge and without notice for the following reasons:

- (a) 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 and indemnifies CMHC for any resulting damage or loss, both in a manner satisfactory to CMHC in its sole, absolute and non-reviewable discretion, within twenty (20) calendar days of receipt of written notice of breach from CMHC;
- (b) If there is a change in control of the Contractor 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, unless the Contractor demonstrates to the satisfaction of CMHC that such event will not adversely affect its ability to perform the SaaS Services under this Agreement;
- (c) If 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.
- (d) If CMHC has reason to believe that the Contractor has committed gross misconduct, fraud or other unlawful acts, a breach of its Representation and Warranties under Article III, or a breach of its obligations with regard to Article VII (Confidentiality and Privacy), or Article VIII (Intellectual Property).

**Section 4.04 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 SaaS Services performed to the date of the notice, as determined in accordance with the rate(s) specified in Schedule B of this Agreement. CMHC shall make payment within thirty (30) days as of (i) the date of the notice; or (ii) receipt of an invoice submitted by the Contractor, whichever is later. Upon such payment, it shall have no further obligation or liability of any kind to the Contractor.

**Section 4.05 Contractor's Obligations upon Termination**

Upon the effective date of expiration or termination of this Agreement:

The Contractor shall, at CMHC's option and upon its written request return or destroy CMHC Information in the manner set forth in Article VII and Schedule D of this Agreement;

at CMHC's option and upon its written request, the Contractor shall: (1) continue to retain the CMHC Information, or solely such specific databases or other collections or articles of CMHC Information as CMHC may request, as though this Agreement were still in force, for a period to be agreed to by the Parties in writing, but that in no event will be shorter than [forty five (45)/[OTHER NUMBER]] days or longer than [one hundred and eighty (180)/[OTHER NUMBER]] days after the effective date of such expiration or termination, as applicable, provided that CMHC pays in full all undisputed fees due to the Contractor as of the effective date of such expiration or termination and pays monthly data storage fees to the Contractor for its retention of such CMHC Information at no additional cost to CMHC; and (2) immediately upon the conclusion of such CMHC Information retention period, return such CMHC Information by taking all steps required or reasonably requested to assist CMHC in migrating such CMHC Information to CMHC systems in both the Contractor's data format and a platform-agnostic format.

If, exercising its rights under Section 4.03(a) or Section 4.03(b), CMHC elects to terminate this Agreement, the Contractor shall refund to CMHC all fees paid to the Contractor for SaaS Services that were not provided under this Agreement. All refunds payable under this Section 4.05(c) shall be paid within thirty (30) days of CMHC's written notice of termination.

**Article V. Price and Payment****Section 5.01 Pricing**

Subject to the terms and conditions of this Agreement, CMHC shall pay the fees set forth in Schedule B of this Agreement plus applicable taxes. Notwithstanding any other provision in this Agreement, CMHC's total financial obligation for the SaaS Services provided under the Agreement shall not exceed [Dollars CAD] inclusive of taxes, assessment, duties, levies and expenses during the [Initial Term OR Term] of the Agreement. No other taxes, assessments, duties or other levies shall be payable to the Contractor unless specifically agreed to in writing by the Contractor and CMHC.

**Section 5.02 Invoicing**

The Contractor shall submit, where applicable, detailed invoices to CMHC during the Term. The Contractor must allow thirty (30) days from delivery of invoice for payment without interest charges. [The Contractor cannot invoice prior to performance of the SaaS Service.] CMHC may, if applicable, issue an annual Purchase Order (PO) Number for invoices to be processed in the applicable year under this Agreement.

All invoices of the applicable year must make reference to the corresponding PO number and shall be sent electronically to [accountspayable@cmhc-schl.gc.ca](mailto:accountspayable@cmhc-schl.gc.ca)

GST/HST or Provincial sales taxes, as applicable, shall be collected by the Contractor 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 SaaS Services.

### **Section 5.03 Verification of performance**

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

- (a) requiring the Contractor to refund the portion of fees related to the SaaS Services that do not meet the standards set out in this Agreement;
- (b) withholding payment;
- (c) setting off any expenses incurred by CMHC in remedying the default of the Contractor against payment for payment due to the Contractor; and/ or
- (d) terminating the Agreement for default.

### **Section 5.04 Withholding Taxes**

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 Contractor to make any such withholdings, remittances or registration, or to file any information required by any law.

### **Section 5.05 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 Section 5.08 to allow EFT to be effected and keeping the information up to date. In the event that CMHC or the Contractor is unable to make/accept payment by EFT, the Contractor agrees to accept payment by cheque or another mutually agreeable method of payment.

### **Section 5.06 Timing of Payment**

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

### **Section 5.07 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. Travel costs are to be estimated based on eligible travel costs which will be incurred directly by the Contractor to

perform the SaaS Services, which are reasonable and comparable to costs allowed under CMHC Travel Policy.

In support of the travel costs included in the contract value, the Contractor shall complete the Estimate Form attached hereto as Schedule 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.

#### **Section 5.08 Direct Deposit and Income Tax Reporting Requirement**

Under the Income Tax Act, CMHC must report payments to contractors to the Government of Canada by issuing a 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 the 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 shall provide contact information to CMHC to allow for payment by EFT including a void cheque.

#### **Section 5.09 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. Contractor shall continue performing its obligations under this Agreement notwithstanding any such dispute.

#### **Section 5.10 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 SaaS Service and withholding of payment due to the Contractor for SaaS 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 VI. Conflict of Interest**

#### **Section 6.01 No Bribe or Conflict of Interest**

The Contractor and its principals, employees, agents and subcontractors declare that no bribe, gift, benefit, or other inducement has been or will be received or paid, given, promised or offered directly or indirectly to any official or employee of CMHC and shall declare any real, potential or apparent conflict of interest to CMHC immediately upon becoming aware of the conflict. The Contractor must not influence, seek to influence or otherwise take part in a decision of or about CMHC knowing that the decision might

further its private interest. Conflict of interest means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may or may appear to impair the ability of the Contractor to perform the work under this Agreement diligently and independently.

#### **Section 6.02 Third Party Conflicts of Interests**

The Contractor must have no financial interest in the business of a third party that causes or appears to cause a conflict of interest in connection with the performance of its obligations under the Agreement. If such an interest is acquired during the Term of the Agreement, the Contractor must immediately declare it to CMHC.

#### **Section 6.03 Warranty of Diligent Inquiry**

The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Agreement. In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the Contractor's performance under the Agreement, the Contractor must immediately disclose such matter to CMHC in writing.

#### **Section 6.04 Termination for Conflict of Interest**

In the event that a conflict of interest, real, potential or perceived, cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate the Agreement.

#### **Section 6.05 Transfer of Work Product upon Termination**

If CMHC terminates the Agreement, all work product (partial or completed) at the date of termination shall be forwarded to CMHC and CMHC shall be liable for payment to the Contractor of an amount, which, in the sole opinion of CMHC, constitutes reasonable payment for the performance of the Contractor's obligations under the Agreement. Upon such payment, CMHC shall have no further obligation of any nature or kind to the Contractor.

#### **Section 6.06 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* in order to derive a direct benefit from any Agreement which may arise from this request for proposal.

### **Article VII. Confidentiality and Privacy**

#### **Section 7.01 Confidentiality and Non-Disclosure of CMHC Information**

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.

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 SaaS Services and who are bound by an obligation of confidentiality that is 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 SaaS Services are sensitive in nature, CMHC may require that the Contractor provide an oath of secrecy for each of its employees or persons engaged in performing the SaaS Services.

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

The Contractor further 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.

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

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 D (“Privacy and Security Requirements”) attached hereto. The Contractor will also implement information management and governance tools and controls, as further described in SCHEDULE D. The requirements of SCHEDULE D will be binding on any third party to whom the Contractor outsources any of its information technology or information management functions or who is managing such functions on behalf of the Contractor. In addition to the requirements set forth in SCHEDULE D, the Contractor shall, to the extent the information contains Personal Information, comply with applicable Canadian privacy Laws.

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

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

Any CMHC Information provided to the Contractor in the performance of the SaaS 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 with 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 required 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.

The Contractor shall ensure that employees, sub-contractors and/or service providers who have a need to know to CMHC’s Information are made aware of the confidentiality, data handling and security requirements set forth in this Agreement.

Without limiting the generality of the foregoing, the Contractor shall not and shall ensure that any subcontractor, reseller, agent or any other entity engaged to perform any portion of the SaaS Services does not release, share or otherwise divulge CMHC Information to any other entity including subsidiaries, branch offices, partners of the Contractor or subcontractors without the prior written consent of CMHC.

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 Contractor shall: (1) notify CMHC promptly so that CMHC has the opportunity to seek a protective order

or other appropriate remedy; (2) provide information and other assistance in order for CMHC to take appropriate legal action against disclosure; and (3) ensure that disclosure is strictly limited to the information lawfully requested.

## **Section 7.02 Privacy**

Contractor acknowledges and agrees that all Personal Information collected or accessible to Contractor in the course of providing the SaaS Services, including CMHC Personal Information constitutes Confidential Information of CMHC to which the provisions of Section 7.01 apply, except to the extent such provisions are inconsistent with this Section 7.02, which prevails with respect to CMHC Personal Information. In addition to the foregoing obligations, Contractor will:

Handle all CMHC Personal Information in accordance with Canadian privacy Laws;

Subject to Section 7.02(a), perform its obligations under this Agreement in a manner that will facilitate CMHC's compliance with Canadian privacy Laws;

Comply with such privacy measures as further described in SCHEDULE "D" ("Privacy and Security Requirements"), attached hereto;

- (a) if requested by CMHC, within five business days from the date upon which the request was made by CMHC, to the extent the Contractor has possession or control of CMHC Personal Information, either:
  - (i) update, correct or delete CMHC Personal Information or modify the individual's choices with respect to the permitted use by CMHC of such CMHC Personal Information; or (ii) provide access to CMHC or to its other service providers to enable it to perform the activities described in clause (i) itself;
- (b) if the Contractor receives a request for access to CMHC Personal Information that is under the possession or control of the Contractor immediately refer such request to CMHC, and respond to any such request only by making reference to such referral; and, if CMHC is required by any Canadian privacy Laws to provide CMHC Personal Information to an individual that is in the Contractor's possession or control, at CMHC's request, provide such CMHC Personal Information to CMHC on or before the deadlines for such provision required to enable CMHC to comply with any deadlines applicable under such Canadian privacy Laws to the provision of such CMHC Personal Information, provided that CMHC has given the Contractor sufficient notice to meet such deadlines;
- (c) if not legally prohibited (or has received a request from a law enforcement official to refrain) from doing so, notify CMHC of any subpoena, warrant, order, demand, requirement or request (including any national security letter) made by a governmental or regulatory authority for the disclosure of CMHC Personal Information, and, to the maximum extent permitted by applicable Laws, reasonably cooperate with CMHC in its efforts to oppose, seek judicial relief of and appeal any such subpoena, warrant, order, demand, requirement or request;
- (d) immediately notify CMHC if the Contractor receives notice from any governmental or regulatory authority alleging that CMHC or the Contractor has failed to comply with Canadian privacy Laws in connection with the performance of this Agreement, or if the Contractor otherwise becomes aware and reasonably believes that the Contractor or CMHC may have failed or may in the future fail to comply with Canadian privacy Laws in connection with the performance of this Agreement;



- (e) at CMHC's direction, cooperate and comply with any requests or instructions issued by any privacy or data protection authority, including any governmental or regulatory authority applicable to CMHC or CMHC Personal Information;
- (f) provide reasonable assistance to CMHC in responding to and addressing any complaint relating to the handling of CMHC Personal Information in the course of the performance of the SaaS Services; and
- (g) upon CMHC's written request, provide CMHC with an updated list of all the Contractor personnel that have handled CMHC Personal Information. In addition to the attestations to be provided by the Contractor elsewhere in this Agreement, the Contractor agrees that within one and hundred eighty (180) days following the execution of this Agreement and, on an annual basis thereafter, it shall cause a duly authorized senior executive of the Contractor and of the Contractor's subcontractors, as applicable, to provide CMHC with a letter attesting that the Contractor and the Contractor's subcontractors have complied with the requirements of the Agreement.

### **Section 7.03 Privacy Breach Notification**

Upon becoming aware of the occurrence of any potential or confirmed security breach or privacy breach, the Contractor will do the following, subject to applicable Laws.

- (a) Immediately notify CMHC by telephone and in writing;
- (b) take all steps necessary to enforce against any person that is or may be engaging in such unauthorized handling any rights that the Contractor has to require such person to comply with any obligation of confidence to the Contractor and to cease such unauthorized activities;
- (c) do all things, execute all documents and give all assistance reasonably required by CMHC to enable CMHC to enforce against any person that is or may be engaging in such unauthorized handling any rights that CMHC must require such person to comply with any obligation of confidence to CMHC and to cease such unauthorized activities; and
- (d) If the security breach involves CMHC Personal Information, then, if requested by CMHC, reasonably cooperate with and assist CMHC in CMHC's communication with the media, any affected persons (by press release, telephone, letter, call centre, website, or any other method of communication) and any governmental or regulatory authorities to explain the occurrence of the security breach and the remedial efforts being undertaken. The content and method of any such communications will be determined by CMHC and the Contractor, to the extent such content refers to the Contractor, acting reasonably. Additionally, the Contractor shall assist CMHC in mitigating any potential damage and take such commercial steps as are directed by CMHC to assist in the investigation, mitigation and remediation of each such security breach. As soon as reasonably practicable after any such security breach, the Contractor shall conduct a root cause analysis and, upon request, will share the results of its analysis and its remediation plan with CMHC. The Contractor shall provide updated information to CMHC should additional details be discovered regarding the cause, nature, consequences, or extent of the security breach.

### **Section 7.04 Access to Information**

The Contractor acknowledges that the Access to Information Act applies to CMHC and may require the disclosure of information. 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”).

If an Access to Information Act Request is made to the Contractor (rather than to CMHC) for access to any CMHC Information, the Contractor will: (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’s 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.

**Section 7.05 Data Residency and Data Access -  
Protocol of storing CMHC Information Outside of Canada**

The Contractor agrees that if any CMHC Information is to be located outside of Canada for any period of time, it shall do the following:

- (a) Obtain CMHC written authorization before the information is transferred to any location outside Canada;
- (b) Inform CMHC where the information will be located outside of Canada, and for what period of time;
- (c) Ensure that CMHC Information is segregated from all other information in a database or other repository physically independent from all other databases or repositories; and
- (d) Inform CMHC of the measures in place to protect CMHC Information from disclosure.
- (e) CMHC’s right to Request Canadian Residency .
- (f) CMHC reserves the right to request that such any or all CMHC Information reside in Canada at any time.

**Section 7.06 Review of Agreement**

CMHC may, from time to time, require a review of the privacy and security clauses set forth in the Agreement and Contractor shall collaborate with CMHC in such review, and, where appropriate, will agree to update such privacy and security clauses to ensure CMHC remains compliant with regulatory requirements or direction.

**Article VIII. Intellectual Property**

**Section 8.01 License of SaaS Services**

Subject to the terms and conditions of this Agreement, Contractor hereby grants to CMHC a non-exclusive, irrevocable right and license to permit its Authorized Users to access and use the SaaS Services.

**Section 8.02 Ownership of CMHC Information.**

CMHC may, but is not required to, provide CMHC Information to the Contractor in connection with this Agreement. CMHC is and will remain the sole and exclusive owner of all right, title, and interest in and to all CMHC Information, including all Intellectual Property Rights relating thereto, subject only to the limited licence granted in Section 8.03.

**Section 8.03 Ownership of Contractor Materials.**

The Contractor (and its licensors, where applicable) own all right, title and interest, including all Intellectual Property Rights, in and to the systems, software and other content and materials used in the provision of the SaaS Services.

**Section 8.04 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 IX. Audit**

The Contractor shall keep complete and accurate records and statements relating to this Agreement during the Term and for a period of seven (7) years following the end of the Term and any renewals thereof. Subject to reasonable prior notice, The Contractor shall 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 the Contractor personnel in connection with the provision of the SaaS Services at its own expense. 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 X. Contingency Planning****Section 10.01 Business Continuity Planning**

The Contractor shall maintain its own business continuity plan, disaster recovery plan and procedures and will cause any affiliates or approved subcontractors performing in the delivery of services under this Agreement to likewise maintain business continuity plans, disaster recovery plans and procedures. The Contractor shall supply a copy of its business continuity policies and complete a CMHC Business Continuity Management Attestation Form prior to the execution of the Agreement and thereafter within thirty (30) days of CMHC's request.

**Article XI. Indemnification****Section 11.01 Indemnification by Contractor**

The Contractor (the "Indemnifying Party") 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.

Exceptions. Notwithstanding anything to the contrary in this Agreement, the Contractor is not obligated to indemnify or hold harmless CMHC against any Claim if such Claim or the corresponding Losses arise out of or result from CMHC's:

- (a) gross negligence or wilful misconduct; [or]
- (b) bad faith failure to materially comply with any of its material obligations set forth in this Agreement.

**Section 11.02 Mitigation**

- (a) If the Contractor receives or otherwise learns of any threat, warning or notice alleging that all, or any component or feature, of the SaaS Services violates a third party's rights, the Contractor shall promptly notify CMHC of such fact in writing and take all commercially reasonable actions necessary to ensure CMHC's continued right to access and use such SaaS Services and otherwise protect CMHC from any Losses in connection therewith.
- (b) Subject to the exclusions set forth in Section 11.02(a) through Section 11.02(e), if any of the SaaS Services or any component or feature thereof is ruled to infringe or otherwise violate the rights of any third party by any court of competent jurisdiction, or if any use of any SaaS Services or any component thereof is threatened to be enjoined, or either Party's opinion, is likely to be enjoined or otherwise the subject of an infringement or misappropriation claim, the Contractor shall, at the Contractor's sole cost and expense:
- i. procure for CMHC the right to continue to access and use the SaaS Services to the full extent contemplated by this Agreement; or
  - ii. modify or replace all components, features, and operations of the SaaS Services that actually, or are likely or alleged to, infringe or otherwise violate the rights of any third party ("Allegedly Infringing Features") to end and avoid such infringement or violation while providing equally or more suitable features and functionality, which modified, and replacement services shall constitute SaaS Services and be subject to the terms and conditions of this Agreement.
  - iii. If neither of the remedies set forth in Section 11.02(b) is reasonably available with respect to the Allegedly Infringing Features, then the Contractor may direct CMHC to cease any use of any materials that have been enjoined or finally adjudicated as infringing, provided that the Contractor shall: refund to CMHC any prepaid fees for SaaS Services that have not been provided; and in any case, at its sole cost and expense, secure the right for CMHC to continue using the Allegedly Infringing Features for a transition period of up to [NUMBER] (numeral) month[s] to allow CMHC to replace the affected SaaS Services or Allegedly Infringing Features without disruption.
- (c) The remedies set forth in this Section 11.03 are in addition to, and not in lieu of, all other remedies that may be available to CMHC under this Agreement or otherwise, including CMHC's right to be indemnified pursuant to Section 11.01 and Section 11.02.

**Section 11.03 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.

**Section 11.04 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 XII. No Limitation of Liability**

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

## **Article XIII. Insurance Obligations**

### **Section 13.01 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 13.02 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.

### **Section 13.03 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 Network and Privacy liability;

### **Section 13.04 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 twenty million dollars (\$20,000,000) 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. If the policy is subject to an aggregate limit, replacement insurance will be

required if it is likely such aggregate will be exceeded. 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:

- (a) 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);
- (b) Policy allows for reporting of circumstances or incidents that might give rise to future claims; and
- (c) 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.

Losses arising from or relating to a Party's violation of Laws.

### **Section 13.05 Other Conditions**

If there are material changes in the scope of SaaS 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 SaaS 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 XIV. General Terms**

### **Section 14.01 Dispute Resolution**

The Parties will make good faith efforts to first resolve internally within thirty (30) days any dispute, including over an invoice, in connection with this Agreement by escalating it to higher levels of management. Disputes will be governed by the jurisdiction of the applicable courts set forth in Section 14.16.

**Section 14.02 Notice**

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

1. To CMHC at the following address:
2. To the Contractor at the following address:
3. CMHC Representatives

CMHC may appoint one or more CMHC employees or other personnel employed by CMHC as its Technical Representatives. The Contractor will be entitled to rely on all oral and written orders and instructions issued by any Contractor's Representative including, without limitation, instructions to initiate work, incur expenses and in management functions related to this Agreement on CMHC's behalf. CMHC reserves the right to select and reassign any CMHC Technical Representative. Furthermore, CMHC will remain responsible for its CMHC Technical Representative's performance of such services to the same extent as though such CMHC Technical Representatives were employees of CMHC.

**Section 14.03 Survival**

Provisions of these terms which by their nature should apply beyond the Term will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Article III (Representations and Warranties), Section 4.04 (CMHC's Obligations upon Termination), Section 4.05 (Contractor's Obligations upon Termination), Article VII (Confidentiality and Privacy), Article VIII (Intellectual Property), Article IX (Audit), Article XI (Indemnification), Article XII (Limitation of Liability), Article XIII (Insurance), Section 14.01 (Dispute Resolution), Section 14.16 (Choice of Law), and this Section 14.03 (Survival).

**Section 14.04 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, provision of this Agreement, invalidate, or render unenforceable such term or provision in any other jurisdiction.

**Section 14.05 Waiver**

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

**Section 14.06 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 seek 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.

**Section 14.07 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.

**Section 14.08 Assignment**

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.

**Section 14.09 Successors and Assigns**

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

**Section 14.10 Changes to the Agreement****(a) Amendments**

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

**Section 14.11 Independence of the Parties**

It is understood by the Parties that the Contractor shall act as an independent contractor for the purposes of the Agreement. It and its employees, officers, agents and contractors are not engaged as employees of CMHC. The Contractor agrees to so advise its employees, officers, agents and contractors.

Without limiting the generality of the foregoing, the Contractor shall retain complete control of and accountability for its employees, agents and contractors. The Contractor shall prepare and process the payroll for its employees directly and shall withhold and/or pay all applicable employment taxes and statutory payroll deductions required in respect of its employees. All personnel employed by the Contractor at the beginning of the Term shall, at all times, and for all purposes, remain solely in the employment of the Contractor.

**Section 14.12 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.

**Section 14.13 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.

**Section 14.14 Subcontractors**

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 SaaS Services to CMHC. Each such approved subcontractor or other third party, a "Permitted Subcontractor".

CMHC's approval shall not relieve the Contractor of its obligations under the Agreement, and the Contractor shall remain fully responsible for the performance of each such Permitted Subcontractor and



its employees and for their compliance with all of the terms and conditions of this Agreement as if they were the Contractor's own employees.

Nothing contained in this Agreement shall create any contractual relationship between CMHC and any of the Contractor's subcontractor, supplier, employee, officer, director, or agent;

The Contractor shall require each Permitted Subcontractor to be bound in writing by the 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 SaaS Services;

The Contractor shall ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Contractor, are properly licensed, certified, or accredited as required by applicable Laws and are suitably skilled, experienced, and qualified to perform the SaaS Services.

#### **Section 14.15 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.

#### **Section 14.16 Choice of Law**

This Agreement shall be governed by and construed in accordance with the Laws of the Province of Ontario and the Laws of Canada as applicable. The Parties attorn to the jurisdiction of the Federal Court or the courts of the Province of Ontario as appropriate in the circumstances. The Contractor shall give all notices and obtain all licenses, permits and authorizations required to perform the SaaS 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.

#### **Section 14.17 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).

#### **Section 14.18 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 SaaS Services without further compensation, penalty or obligation to the Contractor.

#### **Section 14.19 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.

#### **Section 14.20 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.

#### **Section 14.21 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 any inconsistency between this Agreement, the related Schedules, exhibits, attachments and appendices and any other documents incorporated herein by reference, the following order of precedence governs: (i) the terms and conditions of this Agreement; and (ii) any Schedules, exhibits, attachments and appendices and any other documents incorporated herein by reference to this Agreement.

#### **Section 14.22 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.

#### **Section 14.23 No Shrink-Wrap**

Only terms which are presented in full and directly described herein will form part of this Agreement. Any terms or conditions that are purported to be incorporated by reference through URLs, read me files or otherwise, shall not form part of this Agreement. CMHC is not bound by and does not accept any "shrink-wrap" or "click-wrap" conditions or any other conditions, express or implied, that are contained in or on the SaaS Service provided under the service packaging or conditions that may accompany the SaaS Service in any manner, regardless of any notification to the contrary from the Contractor or any associated third

party. For greater clarity, the Contractor agrees that CMHC is not bound by and does not accept any "shrink-wrap" or "click-wrap" conditions or any other conditions, express or implied, that are contained on the Contractor's Internet site or conditions that may accompany the SaaS Service in any manner, regardless of any notification to the contrary.

**IN WITNESS WHEREOF:**

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

**[CONTRACTOR LEGAL NAME]**

**CANADA MORTGAGE AND  
HOUSING CORPORATION**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

I have the authority to bind the Contractor.

## SCHEDULE A

### SAAS SERVICES

Capitalized terms used but not defined in this Schedule A have the meaning ascribed to them in the Agreement.

- (a) Description of SaaS Services and Specifications
- (b) Documentation
- (c) Authorized User(s): [NUMBER]
- (d) Service Levels [and Support]

## SCHEDULE D

### PRIVACY AND SECURITY REQUIREMENTS

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

“**Data Custodian**” means the Contractor or the Contractor subcontractor who is granted access to CMHC Information and assumes the responsibilities set out in Exhibit 1 to this **SCHEDULE D** 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:

- (a) individual user accounts;
- (b) complex passwords eight (8) characters minimum, lower and upper case, numbers, special characters);
- (c) access-based on role (privileged vs. non-privileged); and
- (d) 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 the 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, the Contractor shall, as required by the provisions of Article VII of this Agreement, comply with the security requirements described below at all times:

**Physical Access:**

- (a) 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.
- (b) Access to CMHC Information is limited to Identified Persons. The duties of the Data Custodian, as stated in Exhibit 1 to this SCHEDULE D, 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:**

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.

- (e) 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.
- (f) Physical Storage:
- (g) When not in use, PSDs containing CMHC Information will be stored in secure containers. This applies equally to backups of CMHC Information.
- (h) 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 D. When not in use, printed documents containing CMHC Information will always be stored in secure containers.
- (i) Information Copying and Retention & Record Management:
- (j) 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 Article VII of this Agreement (as applicable).
- (k) 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 Article VII of this Agreement (as applicable).
- (l) 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 D.

**Privacy Program:**

The Contractor shall ensure that it has appointed a Chief Privacy Officer (or equivalent) who is accountable for the Contractor’s privacy program and compliance with its privacy requirements and who shall be promptly available to address privacy questions or concerns raised by CMHC.

The Contractor shall ensure it has implemented a privacy policy that addresses its compliance with privacy requirements under applicable privacy legislation.

The Contractor shall ensure it provides mandatory privacy awareness training and education to any individuals who may be involved in the delivery of services to CMHC under this Agreement. Such training must be periodically reviewed and updated, as required.

The Contractor shall conduct regular privacy assessments to ensure it is meeting its privacy requirements under applicable privacy legislation. Upon CMHC’s request, these assessments will be made available to

CMHC, and the Contractor shall address any gaps in its privacy program related to the performance of this Agreement as may be reasonably required by CMHC.

The Contractor shall assist CMHC, as reasonably required, in any Privacy Impact Assessment (PIA) or other similar privacy assessment undertaken by CMHC related to the services provided to CMHC under this Agreement.

#### **“EXHIBIT 1 TO SCHEDULE D”**

##### **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:
  - a) Confidentiality of CMHC’s Confidential Information, as specified in the Agreement;
  - b) Use of CMHC’s Confidential Information, as specified in the Agreement;
  - c) Access to CMHC’s Confidential Information, as specified in the Agreement; and
  - d) Security Requirements as specified in the Agreement.

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.

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.



**CMHC Business Continuity and Disaster Recovery Attestation Form**

**PART A**

Please identify your Business Continuity & Disaster Recovery Contact Person. (Primary and alternate).

Name (Primary) Title Mailing Address Telephone number E-mail Address	Name (Alternate) Title Mailing Address Telephone number E-mail Address
--	--

	Please confirm (and where possible provide documentation) that the Business Continuity and Disaster Recovery Plans for the business functions/services you provide to CMHC is current and meets the following requirements:	Yes	No
A.	The plans are developed to maintain the current service level agreement/contract in any circumstances which may have a significant impact on your organization;		
B.			
C.	The plans address worst case scenario(s), including drastic reductions (up to 50%) of your workforce;		
D.	The plans are scoped to include technology failures such as prolonged outages (this should change in accordance with the Recovery Time Objective (RTO) in the contract), loss of systems such as hardware failures, computer viruses, etc.		
E.	The plans are scoped to include natural disasters, terrorist attacks, etc.		
F.	The plans include a comprehensive Business Impact Analysis (BIA);		
G.	The plans include communication strategies and critical contact names and telephone numbers;		
H.	The plans include notification mechanism to CMHC, should these changes impact your ability to perform the contracted business functions;		
I.	The plans are maintained, reviewed, and approved at least annually at an appropriate management level		
J.	The plans are exercised at least annually;  If yes, please provide the following information about the latest exercise:  <b>Business Continuity:</b> Date: Type: Result:		



	<b>Disaster Recovery:</b> Date: Type: Result:		
2)	Please confirm (and where possible provide documentation) whether the business functions/services you provide to CMHC have been sub-contracted.		
3)	Please confirm that the sub-contractor’s Business Continuity and Disaster Recovery Plans meets the requirements outlined in 1. above.		
4)	I identify and attest that all dependencies including our 3rd party service providers support the current service level agreements/contracts with CMHC and recognize that full compliance must be maintained at all times.		

If the above response is ‘No,’ please provide justification:

Completed by Service Provider Senior Executive Officer (or delegated authority)

Executive Officer Name *(Printed)*:

Executive Officer Title *(Printed)*:

Signature Executive Officer:

Date:

**PART B**

**Validation** (to be completed by CMHC)

Based on the results noted in this Report on Outsourcing Compliance dated [insert date], [insert provider name] asserts the following compliance status (check one):

- Compliant (All CMHC requirements are met)**
- Non-Compliant (Some CMHC requirements are met)**
- Target Date for Compliance:** \_\_\_\_\_

Completed by CMHC BCM Lead (or delegated authority)

CMHC BCM Name *(Printed)*: \_\_\_\_\_

CMHC BCM Title *(Printed)*: \_\_\_\_\_

Signature BCM Lead: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX E – PRIVACY RISK MANAGEMENT QUESTIONNAIRE**

### **1 PRIVACY MANAGEMENT STRUCTURE**

Please provide:

- a) An organizational chart indicating the privacy functions within your organization.
- b) Position descriptions of the senior privacy management function.
- c) Terms of Reference for Board committees responsible for oversight of the privacy function.

### **2 POLICY/PROCESS MANAGEMENT**

Provide copies of existing privacy and information security policies.

Please describe:

- a) How your firm develops, approves, and implements privacy policies that cover the service to be provided.
- b) How such policies are communicated to employees, agents, and sub-contractors.
- c) How your firm develops and approves privacy -related processes that cover the service to be provided.
- d) The process and timetable for the review/updating of such policies and processes.
- e) How will you align to CMHC's records and data retention requirements, and records management-related policies?
- f) Where your firm uses agents or sub-contractors (or other third party service providers), please describe:
- g) How your firm ensures adherence to your privacy obligations to CMHC.
- h) How your firm provides personal information to such third parties for the performance of services to the Service Provider on behalf of CMHC.
- i) Describe how your firm actively manages privacy risks (i.e., do you have a Risk Management Program?).

### **3 TRAINING AND AWARENESS**

Please describe:

- a) What privacy training your firm provides to employees, agents and sub-contractors that will be involved in providing the service to, or on behalf of, CMHC.
- b) How does it provide general privacy training for new employees, agents, and subcontractors?
- c) How does your firm document who receives privacy training?
- d) How does your firm update its training to reflect changes in technology, policy, or processes?

### **4 MONITORING / CONTROLS**

Describe how your firm monitors compliance with privacy-related policies and processes.

More specifically:

- a) What applications/processes are monitored?
- b) What is the frequency of monitoring?
- c) What kinds of anomalies are noted for review?
- d) Who conducts the monitoring?
- e) How are paper records, if any, audited/monitored for deficiencies, gaps, or lost records?
- f) How are audit/monitoring efforts reflected in changes to policy or processes?
- g) Does your firm obtain periodic independent audit reports about its operations?
- h) If yes, are third party security standards used in the preparation of such reports in addition to your firm's security policies?

Please describe:

- a) Which categories of employees, agents or sub-contractors are provided access to CMHC personal information?
- b) How such employees, agents or sub-contractors are provided access to CMHC personal information, including the circumstances for access and the limitations, if any, on access?
  - Where CMHC personal information data is stored in electronic databases, what processes are used to:
  - Authenticate authorized users?
  - Terminate access when users change roles or leave the Service Provider?

Describe your firm's processes related to the destruction of: Information technology equipment (e.g., server hard drives, mobile devices);

- a) Records;
- b) Where electronic systems are used, please describe the change management process used to ensure that changes in software configurations or versions do not adversely affect the availability and integrity of CMHC personal information.

## 5 DATA STORAGE

- a) Where CMHC personal information data stored in electronic databases?
- b) Where are the databases located?
- c) Are the databases accessible outside of Canada?
- d) Are you able to provide an inventory or data map of where CMHC records and personal information will be stored within your IT environment (i.e., including backup servers)?
- e) Where CMHC personal information data is stored in paper records:
  - Where are the records located?

## 6 INCIDENT RESPONSE

"Incident" is defined simply as an event that adversely affects the confidentiality, integrity, or availability of CMHC personal information held by a Service Provider during the course of providing the contracted service(s).

Has your firm:

- a) Had any privacy breaches with respect to client information?
- b) Been the subject of any investigation by a governmental or regulatory authority responsible for the enforcement of personal information or data protection laws (e.g., the Office of the Privacy Commissioner of Canada, etc.)?
- c) Has any agent or subcontractor been the subject of any investigation by a governmental or regulatory authority responsible for the enforcement of personal information or data protection laws (e.g., the Office of the Privacy Commissioner of Canada, etc.)?
- d) Does your firm carry any insurance with respect to breaches?

Please describe how your firm identifies, investigates, and manages privacy incidents.

More specifically, please describe:

What triggers your firm's incident response plan?

- a) Who is involved in incident response?
- b) How your firm decides to notify CMHC?
- c) How your firm decides to notify any individuals affected by the incident?
- d) How your firm incorporates "lessons learned" from incidents into policy or process improvements?

## **7 REQUESTS FOR ACCESS/CORRECTION TO PERSONAL INFORMATION**

Please describe your firm's processes for the handling of requests:

- a) For access to personal information by individuals to whom the information belongs
- b) To correct or rectify information about individuals?
- c) Who is responsible for responding to access and correction requests?
- d) How are individuals advised about their right to access and correct personal information?
- e) How does your firm inform people about decisions to grant or refuse access/corrections?

Please describe your firm's process where requests for access to CMHC personal information are received from law enforcement or other government authorities?

## **8 SECURITY/PRIVACY COMPLIANCE**

- a) What security standards do you ascribe to (i.e., NIST, ISO, ANSI etc.)?
- b) How often do you perform security checks, assessments, audits, and access reviews?
- c) How often do you perform privacy impact assessments?
- d) How will you assist CMHC during a PIA or security review (e.g., are you able to provide requirements, process documentation, participate in interviews etc.)?
- e) Can you provide proof of compliance with privacy and security requirements (i.e., copies of PIA, ISO certifications, independent audit reports)?

**APPENDIX F**  
**CMHC Business Continuity and Disaster Recovery Attestation Form**

**PART A**

**Company Name:** XXXXXXXX

1. Please identify your Business Continuity & Disaster Recovery Contact Person. (Primary and alternate).

Name (Primary):	Name (Alternate):
Title:	Title:
Mailing Address:	Mailing Address:
Telephone number:	Telephone number:
E-mail Address:	E-mail Address:

2. Please confirm (and where possible provide documentation) that the Business Continuity and Disaster Recovery Plans for the business functions/services you provide to CMHC is current and meets the following requirements:

a) The plans are developed to maintain the current service level agreement/contract in any circumstances which may have a significant impact on your organization:

Yes / No

b) The plans address worst case scenario(s), including drastic reductions (up to 50%) of your workforce:

Yes / No

c) The plans are scoped to include technology failures such as prolonged outages (this should change in accordance with the Recovery Time Objective (RTO) in the contract), loss of systems such as hardware failures, computer viruses, etc.

Yes No

d) The plans are scoped to include natural disasters, cyber-attacks, terrorist attacks, etc.

Yes / No

e) The plans include a comprehensive Business Impact Analysis (BIA):

Yes / No

f) The plans include communication strategies and critical contact names and telephone numbers:

Yes / No

g) The plans include notification mechanism to CMHC, should these changes impact your ability to perform the contracted business functions:

Yes / No

h) The plans are maintained, reviewed, and approved at least annually at an appropriate management level:

Business Continuity: Yes / No Disaster Recovery: Yes / No

If any of the above responses are 'No,' please explain: \_\_\_\_\_

i) The plans are exercised at least annually:

Business Continuity: Yes / No

Disaster Recovery: Yes / No

j) If yes, please provide the following information about the latest exercise:

Date Type Result:

Business Continuity:

Disaster Recovery:

**Please attach copies of the latest exercise results.**

k) Please confirm (and where possible provide documentation) whether the business functions/services you provide to CMHC have been sub-contracted.

Yes / No

l) Please confirm that the sub-contractor's Business Continuity and Disaster Recovery Plans meet the requirements outlined in the two above.

Yes No Not Applicable

If the above response is 'No,' please explain: \_\_\_\_\_

m) I identify and attest that all dependencies including our 3<sup>rd</sup> party service providers support the current service level agreements/contracts with CMHC and recognize that full compliance must be maintained at all times.

Yes / No

**Completed by Service Provider Senior Executive Officer (or delegated authority)**

Executive Officer Name *(Printed)*:

Executive Officer Title *(Printed)*:

Signature Executive Officer:

Date:

**PART B**

**Validation** (to be completed by CMHC)

Based on the results noted in this Report on Outsourcing Compliance dated [insert date], [insert provider name] asserts the following compliance status (check one):

**Compliant (All CMHC requirements are met)**

**Non-Compliant (Some CMHC requirements are met)**

**Target Date for Compliance:**

Completed by CMHC BCM Lead (or delegated authority)

CMHC BCM Name *(Printed)*:

CMHC BCM Title *(Printed)*:

Signature BCM Lead:

Date: