



CANADA MORTGAGE AND HOUSING CORPORATION

REQUEST FOR PROPOSAL FOR TRAVEL MANAGEMENT SERVICES

Request for Proposal No: RFP 002697 – Travel Management Services for CMHC

Date Issued: February 14, 2024

Submission Deadline: **March 25, 2024 – 2:00 pm Ottawa local time**

Bid Submission Email: 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 for travel management services. CMHC wishes to enter into a five (5) year contract with one two (2) year option to renew, with a vendor (hereafter referred to as the “Proponent”) for the provision of “Travel Management Services”. The proposed date of implementation is July 1, 2024, providing CMHC staff with high quality and cost-effective travel services for CMHC.

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 and Diversity and Inclusion. CMHC has approximately 2,200 employees located at its National Office in Ottawa, and at various business centres throughout Canada.

It is a priority for CMHC to employ a diverse and balanced workforce and to provide opportunities to contractors and suppliers with similar attributes, whenever possible.

CMHC’s corporate strategy outlines actions being taken to address issues that are important to Canadians, such as climate change, reconciliation with Indigenous peoples, and anti-racism and equity. These important issues guide CMHC’s choices and investment decisions and how CMHC’s policies and programs are developed and implemented. Importantly, CMHC’s aspiration is that Canadians will have a home that they can afford and that meets their needs.

1.3 RFP CONTACT

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

Ryan Lemay, Sr. Procurement Advisor

CMHC Procurement

rlemay@cmhc-schl.gc.ca

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

1.4 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.

RFP Milestone	RFP Dates (2024)
Issue Date of RFP	February 14
Deadline for Questions	February 28
Anticipated response to proponent submitted Questions	March 6
Submission Deadline for Proposals	March 25 at – 2:00 pm EDT
Notification of shortlisted proponents	April 24
Presentation from shortlisted proponents	April 30 – May 7
Anticipated Contract Negotiation Period	May
Anticipated Execution of Agreement	May
Implementation Date Go-live Date (Jul. 1, 2024)	June 1 to 30

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**”)
- (b) The subject line of the transmission must state: **RFP 002697** 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: **March 25, 2024, on or before 2:00 PM EDT ("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 Technical 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 2.4 of this SECTION 2. Proponents must score 70% or higher to move onto the Presentation stage.

Proponents who do not meet a minimum threshold score of 70% for the RATED SPECIFICATIONS will not proceed to the next stage (Stage II (C) Presentation (Demo)) of the evaluation process.

(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 – RFP SPECIFICATIONS 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 weighting 50. Only those proposals which score a minimum of 70% 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 weighting of 20.
- (c) To establish the Pricing score, the overall price over five years for each responsive proposal will be prorated against the lowest evaluated price by the weighting of 30. 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:

$$\text{Lowest price} \div \text{Proponent's price} \times \text{weighting} = \text{Proponent's pricing points.}$$
- (d) For each responsive proposal, the total of Ranking Descriptions 1, 2 and 3 in Table 1 – Overall Weights below will be added to determine its combined total score. Proponents will be ranked based on their 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 (%)	Minimum Threshold
1	Overall Rated Criteria*	50	70%
2	Presentation	20	n/a
3	Pricing	30	n/a
	TOTAL	100	

*The Rated Criteria will have sub-weightings assigned to each question. Please see Annex 1 - Mandatory and Rated Criteria of Appendix C - – RFP SPECIFICATIONS.

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. As a part of the negotiation process, CMHC may request supplementary information from the Proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation and CMHC may include requests for improved pricing or performance terms from the Proponent.

2.6 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.

Notwithstanding the foregoing, CMHC reserves the right to waive or revise any Mandatory Requirements/Criteria during the RFP process if a waiver or revision is necessary to meet the CMHC's intent in issuing the RFP, or to ensure that CMHC receives best value from the process. In the event that CMHC elects to waive a Mandatory requirement, all Proponents will be advised of the change in requirements and provided with an opportunity to revise their proposals.

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:

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).

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

APPENDIX B – PRICING FORM

1.1 PRICING SUBMISSION FORM

Proponents must complete the Pricing Form in Annex 1 to this Appendix B 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

1.0 STATEMENT OF WORK

The Proponent must be able to provide, at a minimum, all the Services and Deliverables described in this Statement of Work.

1.1 BACKGROUND

Canada Mortgage and Housing Corporation is the Government of Canada's National Housing Agency with a mandate to help Canadians gain access to a variety of affordable housing options. It is a Crown Corporation, with a Board of Directors, reporting to Parliament through the Minister of Housing and Diversity and Inclusion. CMHC has approximately 2,200 employees located at its National Office in Ottawa, and at various business centres throughout Canada.

CMHC is seeking high-quality, cost-effective Travel Management Services including a user-friendly online booking tool.

1.2 THE SERVICES AND DELIVERABLES

The Proponent must be able to provide all, but not be limited to, the items listed below:

- (1) Providing a dedicated team of bilingual (EN/FR) counsellors set up to handle only calls related to CMHC business, staffed by a minimum of two (2) travel counsellors, one of whom must have a minimum of 5 years' experience including experience with VIP travellers,
- (2) Providing a dedicated phone line and email address for CMHC travellers as well as a separate dedicated line and email for CMHC VIP travellers,
- (3) Providing the booking of all domestic, transborder and international air, hotel, train, car, bus, boat, chartered flight travel reservations (including reservations to remote northern communities not commonly found in reservation systems),
- (4) Providing detailed research into the lowest domestic, transborder and international fare options as to ensure lowest fare being booked as per CMHC corporate policy and Treasury Board guidelines, and including any applicable government/agency/promotional rates,
- (5) Providing advice on alternative pricing and schedule options, and
- (6) Providing 24 hour in-transit and emergency travel assistance service ensuring duty of care for CMHC travellers
- (7) Providing intuitive, dynamic, user friendly self-service online booking tool
- (8) Providing data reporting as needed and liaison with preferred airlines to maintain sales volumes discount agreements
- (9) Providing management and reporting of unused ticket credits as to ensure recovery of potential losses
- (10) Protection of the security of traveler's data and information
- (11) Providing Payment Card Industry Data Security Standard (PCI DSS) compliance
- (12) Providing travellers detailed fees and charges related to online airline tickets, hotel bookings, car rental booking, and transaction costs. Both invoice and reporting clearly itemizing the services processed by the Travel Management company include ancillary fees, airline fare and taxes, air charge fee, air additional collection ("adcol"), agent fee or agent change fee if applicable, online fee, seat fee, prepaid fees for meals or bags, and applicable taxes (GST and/or HST)
- (13) Providing testers access to the OBT for evaluation
- (14) OBT implementation support, via training sessions and/or user guide

1.3 LOCATION OF WORK

Remote

1.4 MATERIAL DISCLOSURES

CMHC Travel Volumes – see Annex 2 to this Appendix C.

1.5 MANDATORY CRITERIA

Please refer to Annex 1 to this Appendix C. 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 may result in disqualification.

1.6 RATED CRITERIA

Please refer to Annex 1 to this Appendix C which sets out the categories, weightings, and descriptions of the Rated Criteria of the RFP.

Proponents who do not meet a minimum threshold score of 70% for the Rated Criteria/Specifications will not proceed to the next stage of the evaluation process.

1.7 PRESENTATION

The purpose of the Presentation is to allow: (a) the qualified proponents to address the major elements of their proposal, (b) the 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. 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 will take place in person on-site CMHC or, unless otherwise noted, may be held via video conferencing.

1.8 References

CMHC may contact the references provided under Rated Criteria above as per Part 3 of the RFP-Terms and Conditions of the RFP Process and/or as per Section 1.9 of this Appendix C - Pre-conditions of Award.

1.9 Pre-Conditions of Award

A proponent invited to enter into direct contract negotiations should be prepared to: (i) satisfy the preconditions of award listed in this Section I. If the pre-conditions of award are not satisfied within the contemplated Contract Negotiation Period, pursuant to Section 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.

A. References: CMHC may conduct a reference check. The references provided must be deemed successful by CMHC. If the proponent fails, such reference check it may be disqualified from further consideration.

B. Proof of Insurance: In accordance with Article 13 (Insurance Obligations) outlined in Appendix D – Form of Agreement, the selected proponent shall procure and maintain, at its own expense, insurance coverage in force for the duration of the Agreement, as evidenced by the Certificate of Insurance.

The selected proponent shall furnish CMHC with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by Article 13) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to CMHC before work begins. CMHC reserves the right to require certified copies of all insurance coverage and endorsements.

If the selected proponent is not able to comply with the insurance requirements, it may not be awarded an agreement.

APPENDIX D - FORM OF AGREEMENT

The terms and conditions found in this Form of Agreement are to form the basis of the agreement between CMHC and the selected Proponent. The Proponent must agree to these terms and conditions and may propose changes in their proposal which will be at CMHC’s discretion whether to accept or reject.

The term “Contractor” refers to the successful proponent with whom CMHC enters into an agreement.

CMHC FILE No. [NUMBER]

THIS AGREEMENT (“Agreement”) is executed

BETWEEN:

CANADA MORTGAGE AND HOUSING CORPORATION
700 Montreal Road, Ottawa, Ontario K1A 0P7
(Hereinafter called "CMHC")

- and -

FULL LEGAL NAME OF CONTRACTOR
[ADDRESS]
(Hereinafter called the "Contractor")

(Each individually a “Party” and collectively the “Parties”)

RECITALS

WHEREAS the Contractor is in the business of marketing and offering (*description of the services*) the “Services,” CMHC wishes to procure the Services from the Contractor pursuant to the Contractor’s selection following procurement process number RFX (*include number*), and the Contractor is willing to perform such Services under the terms and conditions of this Agreement.

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

ARTICLE 1. DEFINITIONS

Section 1.01 Definitions

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

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

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

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

CMHC Property means as defined in Section 8.12.

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

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

Deliverables means deliverables as defined in

SCHEDULE A.

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

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

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

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

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

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

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

Term means the Initial Term and any Extension Term collectively.

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

ARTICLE 2. SERVICES**Section 2.01 Description of Services**

The Contractor covenants and agrees to provide [*Description of the Services*] described in

SCHEDULE A.**ARTICLE 3. Representations and Warranties****Section 3.01 Contractor’s Representations and Warrantees**

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

- (a) It is validly incorporated (or formed), it continues to be in valid existence and, if applicable, good standing in the jurisdiction of its incorporation or formation in.
- (b) It maintains all necessary registrations, licenses and consents and complies with all relevant laws applicable to the provision of the Services.
- (c) It complies with the rules, regulations, and policies of CMHC, including security procedures, or such other policies as CMHC may provide, as amended from time to time.
- (d) It shall provide the Services in a timely, skillful, and professional manner, to the satisfaction of the CMHC, and in accordance with industry standards applicable to the Contractor's field including the latest editions of the following:
 - Enter name and version number of standards
 - Enter name and version number of standards
 - Enter name and version number of standards

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

ARTICLE 4. TERM AND TERMINATION**Section 4.01 Term**

The term of the Agreement shall be for a period of five (5) years commencing on (*enter date*), the “Effective Date” and ending on (*enter date*) the “**Initial Term**”.

Section 4.02 Renewal

This Agreement may be extended in writing at the sole option of CMHC for an additional two (2) year renewal term (the “**Extension Term**”), not to exceed a cumulative total of seven (7) years including the Initial Term and any Extension Term herewith, shall be collectively referred to as the “**Term**”.

Section 4.03 No fault termination

Notwithstanding Section 4.01 and Section 4.02 above, CMHC may terminate the Agreement for any reason, without penalty, charge, or liability, by giving thirty (30) days written notice at any time during the Term.

Section 4.04 Termination for Cause with Notice

CMHC may immediately terminate this Agreement without penalty charge or liability by giving five (5) calendar days' written notice to the Contractor, for any of 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 to the satisfaction of CMHC in CMHC's sole and absolute discretion and indemnifies CMHC for any resulting damage or loss within five (5) calendar days of receipt of written notice of breach.
- (b) There is a Change in Control, unless the Contractor demonstrates to the satisfaction of CMHC, that such event will not adversely affect its ability to perform the Services under this Agreement; or
- (c) 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.

Section 4.05 Termination for Cause without Notice

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

- (a) CMHC has reason to believe that the Contractor has committed gross misconduct, fraud or other unlawful acts, a breach of its Representations and Warrantees under Article 3, or terms related to Conflict of Interest under Article 6, Confidentiality and Privacy under Article 7 Assets, and Intellectual Property under Article 8, under this Agreement.
- (b) CMHC does not have sufficient appropriations from Parliament to fulfill its payment obligations.

Section 4.06 CMHC's Obligations upon Termination

In the event that a notice of termination is given, and subject to the deduction of any Claim which CMHC may have against the Contractor arising out of the Agreement or its termination, CMHC will make payment for the value of all Services performed to the date of the notice, as determined in accordance with the rate(s) specified in the Agreement. CMHC shall make payment within thirty (30) calendar days as of the later of (i) the date of the notice; or (ii) receipt of an invoice submitted by the Contractor. Upon such payment, it shall have no further obligation or liability of any kind to the Contractor. Notwithstanding the above, in the case of lack of appropriations described in Section 4.05(b), CMHC shall have no liability for breach of its payment obligations.

Section 4.07 Contractor's Obligations upon Termination

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

Section 4.08 Termination Assistance

Commencing six (6) months prior to expiration of the Term or on such earlier date as CMHC may request, the Contractor shall provide CMHC with reasonable termination assistance to allow the Services to

continue without interruption or adverse effect and to facilitate the orderly transfer of the Services to CMHC or its designee. Assistance to transition from the Services beyond the reasonable scope shall be charged Choose an item. Any amount payable under this section will not cause CMHC to exceed the Total Financial Liability amount set out in Section 5.01 unless otherwise agreed by CMHC in writing.

ARTICLE 5. PRICE AND PAYMENT

Section 5.01 Pricing

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

Section 5.02 Most Favoured Nation Clause

If the Contractor charges any buyer a lower price for similar Services under similar quantity and delivery conditions, the Contractor shall immediately apply the lower price to the Services under this Agreement. If the Contractor fails to meet the lower price, CMHC may, at its option, terminate this Agreement without liability pursuant to this Agreement's termination provisions.

Section 5.03 Invoicing

- (a) The Contractor shall submit detailed invoices to CMHC for every phase and/or milestone completed during the Term, describing the Services provided during the period covered by the invoice and in accordance with the Purchase Order (PO).
- (b) Notwithstanding article Section 5.01 above, GST/HST or Provincial sales taxes, as applicable, shall be collected by the Contractor on all consideration payable under this agreement including fees, disbursements and any other charges and shown as a separate item on each invoice, showing the Contractor's GST/HST/QST or other provincial tax numbers, as applicable. The Contractor shall duly remit to the Canada Revenue Agency or the appropriate provincial taxing authorities all taxes payable on the Services.
- (c) CMHC will issue a Purchase Order (PO) for every purchase under this Agreement. All invoices must refer to the PO number and this Agreement and shall be sent electronically to accountspayable@cmhc-schl.gc.ca.
- (d) The Contractor cannot invoice prior to performance of the Service or as outlined in B of this Agreement.

Section 5.04 Verification of performance

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

- (a) directing the Contractor to redo the work that was not completed in accordance with the Agreement.

- (b) withholding payment.
- (c) setting off any expenses incurred by CMHC in remedying the default of Contractor against payment for payment due to the Contractor; and/ or
- (d) terminating the Agreement for default.

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. If either party is unable to make or accept payments by EFT, the Contractor agrees to accept payment by cheque or another mutually agreeable method of payment.

Section 5.06 Timing of Payment

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

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, and that are more than the Total Financial Liability amount set out in Section 5.01 unless otherwise agreed by CMHC in writing. Travel costs are to be estimated based on eligible travel costs which will be incurred directly by the Contractor to perform the Work, that are reasonable and comparable to costs allowed under CMHC Travel Policy. CMHC Travel Policy available upon request if travel costs are applicable to the Agreement.

Section 5.08 Direct Deposit and Income Tax Reporting Requirement

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

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

Section 5.09 Withholding Taxes

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

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

Section 5.10 Payment Dispute

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

The Contractor shall continue performing its obligations under this Agreement notwithstanding any such dispute.

ARTICLE 6. CONFLICT OF INTEREST

Section 6.01 Avoid and Eliminate Conflict of Interest

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

Section 6.02 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*.

ARTICLE 7. CONFIDENTIALITY

Section 7.01 Confidentiality and Non-Disclosure of CMHC Information

- (a) The Contractor understands the sensitive nature of the CMHC Information and agrees to treat all CMHC Information as proprietary, confidential, and sensitive during the Term and following termination of the Agreement, unless otherwise specifically agreed to in writing by CMHC.
- (b) The Contractor further agrees to restrict access to CMHC Information to those persons who have a need to know this information in order to perform the Services and who are bound by an obligation of confidentiality that is at least as strict as that contained in this Agreement provided such persons meet the appropriate security screening as per Government of Canada security screening classification prior to CMHC granting any such access. Where the Services are sensitive in nature, at the request of CMHC, the Contractor shall provide an Oath of Secrecy for each of its Contractor Personnel.
- (c) If the Contractor experiences a breach of confidentiality with respect to the CMHC Information, the Contractor will immediately notify CMHC and co-operate with CMHC to the extent required to remedy the breach.

- (d) The Contractor acknowledges and understands that CMHC considers all CMHC Information to, and that all information in the care and control of CMHC is subject to federal laws on privacy and access to information.
- (e) The Contractor shall, always, ensure to transmit information between the Contractor and CMHC through secure means of transmission.
- (f) In addition, when CMHC Information is stored, the Contractor will always 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
- (g) SCHEDULE D (“Privacy and Security Requirements”) attached hereto. The Contractor will also implement information management and governance tools and controls, as further described in
- (h) SCHEDULE DD The requirements of
- (i) SCHEDULE D will be binding on any third party to whom the Contractor outsources any of its IT or information management functions or who is managing such functions on behalf of the Contractor. In addition to the requirements set forth in SCHEDULE DD the Contractor shall, to the extent the information contains Personal Information, comply with applicable Canadian privacy laws.
- (j) The Contractor shall conduct regular security assessments to ensure safeguards are working effectively.
- (k) The Contractor shall execute any further actions to enhance the security controls as may be reasonably required by CMHC.
- (l) The Contractor shall ensure all CMHC Information is encrypted while in transit and at rest at a minimum 128-bit encryption throughout the Term.
- (m) Any CMHC Information provided to the Contractor in the performance of the Services shall be either (i) returned, uncopied to CMHC; or (ii) destroyed by the Contractor immediately following the termination of this Agreement, upon the request of CMHC. For documents not returned to CMHC, the Contractor shall proceed to the destruction of such documents in accordance with CMHC’s reasonable instructions and provide specific proof under oath of their destruction. Where personal health information is concerned, such information shall not be transferred to CMHC, instead the Contractor shall proceed to destroy the information in accordance with (ii) of this section, unless CMHC advises otherwise, by prior written instruction. Notwithstanding the foregoing, the Contractor shall be permitted to maintain copies of such documentation as it reasonably requires in accordance with records retention or other regulatory requirements, provided that such retained documentation shall always remain subject to the other provisions of this Agreement.
- (n) Without limiting the generality of the foregoing, the Contractor shall not and shall ensure that any Contractor Personnel or any other entity engaged to perform any portion of the Services does not release, share, or otherwise divulge CMHC Information to any other entity including subsidiaries, branch officers, partners of the Contractor or subcontractors without the prior written consent of CMHC.
- (o) The Contractor may disclose CMHC Information where required to do so pursuant to a lawful requirement or for the purposes of complying with a subpoena, warrant or other legal compulsion lawfully made by a court or other competent authority. When the Contractor discovers that it may

potentially be required to disclose CMHC Information for the reasons described in the immediately foregoing sentence, the Contract shall: (i) notify CMHC promptly so that CMHC has the opportunity to seek a protective order or other appropriate remedy; (ii) provide information and other assistance in order for CMHC to take appropriate legal action against disclosure; and (iii) ensure that disclosure is strictly limited to the information lawfully requested.

- (p) CMHC requires the Contractor Personnel and its facilities to be security cleared with Government of Canada Reliability at the start date of this Agreement.

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

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

Section 7.02 Data Residency

CMHC Information to remain in Canada

The Contractor agrees that the CMHC Information shall always remain and be accessed from/within Canada and by individuals who have obtained the appropriate security screening as per Government of Canada security screening classification and expressly agrees to logically segregate CMHC Information in electronic format and physically segregate physical documents. Without limiting the generality of the foregoing, the Contractor shall not relocate the equipment, databases or documents containing any data (including any redundant or back-up environments) anywhere outside of Canada

Section 7.03 Privacy

(1) The Contractor's Personal Information Obligations

The Contractor acknowledges and agrees that all Personal Information collected or accessible to the Contractor while providing the 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, which prevails with respect to CMHC Personal Information. In addition to the foregoing obligations, the Contractor will:

- (a) Handle all CMHC Personal Information in accordance with Canadian federal and provincial privacy laws to which the Contractor is subject;
- (b) Perform its obligations under this Agreement in a manner that will facilitate CMHC's compliance with Canadian privacy laws.
- (c) 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.
- (d) 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.
- (e) 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 Law, reasonably cooperate with CMHC in its efforts to oppose, seek judicial relief of and appeal any such subpoena, warrant, order, demand, requirement or request.
- (f) 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.
- (g) 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.
- (h) provide reasonable assistance to CMHC in responding to and addressing any complaint relating to the handling of CMHC Personal Information during the performance of the Services; and
- (i) upon CMHC's written request, provide CMHC with an updated list of all Contractor Personnel that have handled CMHC Personal Information.

(2) Privacy and/or Security Breach

- (a) Upon becoming aware of the occurrence of any security breach or privacy breach, the Contractor shall, at a minimum, and subject to Applicable Law:
- (b) immediately, but in any event not later than two (2) business days from the date the Contractor becomes aware of the occurrence of such security breach or privacy breach, notify CMHC by telephone and in writing:
- (c) take all steps necessary to enforce against any person that is or may be engaging in such unauthorized handling or exercise all rights that the Contractor must require such person to comply with any obligation of confidence to the Contractor and to cease such unauthorized activities.
- (d) 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, or

exercise any rights that CMHC must require such person to comply with any obligation of confidence to CMHC and to cease such unauthorized activities; and

- (e) 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.

- (f) 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.
- (g) 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 Requests under the Access to Information Act

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 shall: (a) not communicate with or respond to the person making the *Access to Information Act* Request, except as directed by CMHC in writing; (b) promptly, but in any event, within seven calendar 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*.

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

ARTICLE 8. INFORMATION ASSETS AND INTELLECTUAL PROPERTY

Section 8.01 Ownership

All Works or Derivative Work shall be owned exclusively by CMHC.

Section 8.02 Assignment

The Contractor hereby irrevocably and perpetually/ [Insert term of license] assigns and shall cause its Contractor Personnel to irrevocably and perpetually/ [Insert term of license] assign to CMHC, in each case without additional consideration, all right, title and interest throughout the world in and to the Works, in whole or in part.

Section 8.03 Waiver of Moral Rights

The Contractor shall waive and cause Contractor Personnel to irrevocably waive, to the extent permitted by Applicable Law, any moral rights that the Contractor or Contractor Personnel may have with respect to the Works now or in the future in any jurisdiction.

Section 8.04 Further Actions

Upon CMHC's request, the Contractor shall, and shall cause Contractor Personnel to, promptly take such further actions, including execution and delivery of all instruments of conveyance, as may be necessary or desirable to assist CMHC to prosecute, register, perfect or record its rights in or to any Deliverables, and to acknowledge CMHC's right to its Intellectual Property including its Pre-existing IP.

Section 8.05 Pre-Existing IP Rights

Each Party shall remain, the sole and exclusive owners of all right, title, and interest in its Pre-existing IP. The Contractor hereby grants CMHC a license to any Pre-existing IP to the extent incorporated in, combined with or otherwise necessary for the use of the Intellectual Property for all purposes. Subject to this paragraph, nothing in this Agreement shall affect the ownership of any Pre-existing IP rights in any tools, methodologies, databases, and materials used to produce the Works.

Section 8.06 No Disposition without Consent

The Contractor shall not divulge, release, copy, modify or publish the Works without the prior written consent of CMHC.

Section 8.07 No Additional Rights in Works

The Contractor shall have no right in the Works except as may be granted in writing by CMHC.

Section 8.08 Ownership

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

Section 8.09 License

Without restricting the scope of any license or other right that CMHC may otherwise hold, the Contractor hereby grants to CMHC an exclusive, perpetual, irrevocable, transferable, sublicensable, royalty-free license to use all or part of the Works, in whole or in part, produced under the Agreement world-wide, with the right to modify the information or materials for any purpose related to the current or future operations of CMHC. The license so granted shall survive the termination of the Agreement.

Section 8.10 No other acquisition of rights

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

Section 8.11 Pre-existing IP Rights

Nothing in this section is intended to affect either Party's rights in the Pre-existing IP.

Section 8.12 CMHC Property

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

- (a) all CMHC Information.
- (b) all tangible and intangible copies of information provided by CMHC pursuant to this Agreement or otherwise in connection with the Services, including all such records, and any tangible or intangible copies thereof made by the Contractor in the performance of the Services.
- (c) all hardware, software, systems, documentation, content, trade-marks, Confidential Information or other information or intellectual property (including business rules and business processes) that is or has been procured, created or developed by CMHC (whether alone or jointly with one or more persons, including other Contractors, but excluding the Contractor or its subcontractors, and whether such activities occurred prior to or after the Effective Date, and independent of or in connection with the Deliverables or the Services) or created or developed for, or licensed to, CMHC by another Person;
- (d) all Works authored or produced by the Contractor Click or tap here to enter text.;
- (e) all reports or summaries relating to the Service; and
- (f) all modifications to any of the foregoing.

Section 8.13 Third Party Intellectual Property

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

Section 8.14 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 9. AUDIT

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

ARTICLE 10. Contingency Planning

Section 10.01 Business Continuity Planning

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

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

ARTICLE 11. INDEMNIFICATION

Section 11.01 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless CMHC and its directors, officers, employees, and agents (each an “Indemnified Party”) from and against all Claims and Losses. The indemnification applies whether such Claims are suffered or brought in the name of CMHC or in the name of the Contractor or Contractor Personnel. The Contractor, as the case may be, shall have the right to assume control of its own defense at any time, provided that it assumes the costs of its defense, 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 willful misconduct; [or]
- (b) bad faith failure to materially comply with any of its material obligations set forth in this Agreement.

Section 11.02 Indemnification Procedure

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

The failure to give such prompt written notice shall not, however, relieve the Party required to indemnify under Section 11.01 of its indemnification obligations.

Section 11.03 Participation in Defense

The Indemnified Party shall have the right to participate in the defense with counsel selected by it subject to the Indemnifying Party's right to control the defense. The fees and disbursements of such counsel shall be at the expense of the Indemnified Party, provided that, if in the reasonable opinion of counsel to the Indemnified Party, (A) there are legal defenses available to an Indemnified Party that are different from, or additional to, those available to the Indemnifying Party; or (B) there exists a Conflict of Interest between the Indemnifying Party and the Indemnified Party that cannot be waived, the Indemnifying Party shall be liable for the reasonable fees and expenses of counsel to the Indemnified Party in each jurisdiction for which the Indemnified Party determines counsel is required.

Section 11.04 Cooperation

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

ARTICLE 12. LIMITATION OF LIABILITY

Section 12.01 No Limitation of Liability

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

Section 12.02 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 13. Insurance Obligations

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

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 Professional Errors & Omissions Liability

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

Section 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 ten million dollars (\$10,000,000) per claim and aggregate, covering actual or alleged acts, errors or omissions committed by the Contractor, its agents, or employees. The policy shall also extend to include the intentional, fraudulent, or criminal acts of the Contractor, its agents, or employees. The policy shall expressly provide, but not be limited to, coverage for the following perils:

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

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

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

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

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);

- (a) Policy allows for reporting of circumstances or incidents that might give rise to future claims; and
- (b) Not less than a three (3) year extended reporting period with respect to events which occurred but were not reported during the term of the policy or ongoing coverage is maintained.

Section 13.05 Workers Compensation

Worker's compensation coverage for all employees engaged in the Services in accordance with the statutory requirement of the province, territory, or state in which the Services are being performed.

Section 13.06 Other Conditions

If there are material changes in the scope of the Services provided under this Agreement, CMHC may request changes to the minimum insurance coverages set out above. All required insurance policies shall extend to North America with suits brought back to Canada. All insurance policies required to be maintained by the Contractor pursuant to this insurance clause shall be primary with respect to this Agreement and any valid and collectible insurance of CMHC shall be excess of the Contractor's insurance and shall not contribute to it. All Certificate of Insurance shall mention that insurers will provide CMHC with at least thirty (30) days' written notice prior to cancellation of any insurance referred to under this insurance clause. In addition, the Contractor shall provide written notice to CMHC forthwith upon learning that an insurer described in this insurance clause intends to cancel or intends to make or has made a material change to, any insurance referred to in this insurance clause. A Certificate of Insurance meeting the above requirements shall be delivered to CMHC upon execution of this Agreement and for each renewal thereafter.

Without in any way restricting CMHC's discretion to grant or withhold its consent to a request to subcontract pursuant to this Agreement or any other contract, the Contractor agrees that it shall contractually obligate any subcontractor or independent contractor retained in connection with this Agreement and any other contract to maintain insurance against such risks and in such amounts that having regard to such subcontractor's or independent contractor's involvement in the provision of the Services could reasonably be expected to be carried by persons acting prudently and in a similar business to that of such subcontractor or independent contractor. It shall be the sole responsibility of the Contractor to decide whether 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 14. DISPUTE RESOLUTION

Section 14.01 Dispute Resolution

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

Section 14.02 Negotiations

A party shall send written notice to the other party of any Dispute ("Dispute Notice"). The parties shall first attempt in good faith to resolve any Dispute set forth in the Dispute Notice by negotiation and consultation between themselves, including without limitation not fewer than three (3) negotiation sessions. In the event that such Dispute is not resolved on an informal basis within thirty (30) Business Days after one party delivers the Dispute Notice to the other party, either party may, by written notice to the other party ("Escalation to Executive Notice"), refer such Dispute to the executives of each party set forth below (or to such other person of equivalent or superior position designated by such party in a written notice to the other party, "Executive(s)").

Executive of CMHC:

- (a) Canada Mortgage and Housing Corporation
- (b) Executive of Contractor:

For purposes of clarification, the Party sending the Dispute Notice and the Escalation to Executive Notice shall send such notices in compliance with this Agreement's notice provisions below, provided that the party sending an Escalation to Executive Notice shall also send a copy of such notice to the Executives designated above.

Section 14.03 Litigation as a Final Resort

Litigation or Arbitration as a Final Resort. If the Parties cannot resolve for any reason, including, but not limited to, the failure of either Party to agree to enter into mediation or agree to any settlement proposed by the mediator, any Dispute within thirty (30) business days after the Escalation to Mediation Date, either Party may file suit in a court of competent jurisdiction in accordance with the provisions of its governing laws.

ARTICLE 15. GENERAL TERMS

Section 15.01 Notice

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

To CMHC at the following address:

- (a) Canada Mortgage and Housing Corporation
- (b) To the Contractor at the following address:

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

hours; and (d) on the fifth 5th day after the date mailed by certified or registered mail by the Canada Post Corporation.

Section 15.02 Further assurances

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

Section 15.03 Survival

Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Article 3 Representations and Warranties, Article 7 CONFIDENTIALITY, Article 8 INFORMATION ASSETS AND INTELLECTUAL PROPERTY, Article 11 INDEMNIFICATION, Article 12 LIMITATION OF LIABILITY, Article 13 Insurance Obligations, Article 15 GENERAL TERMS, or any provision which by its nature is intended to survive the termination of this agreement.

Section 15.04 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 15.05 Equitable Remedies

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

Section 15.06 Remedies for non-compliance

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

Section 15.07 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 15.08 Waiver

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

Section 15.09 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.

If specific individuals are identified in the Agreement to perform the Services or any part thereof, those individuals shall provide the Services unless they are unable to do so for reasons beyond Contractor's reasonable control.

If Contractor is unable to provide any specific individual identified in the Agreement, it shall, as soon as possible, give notice to CMHC of the reason rendering it is unable to do so and submit the name, qualifications, and experience of a proposed replacement for CMHC's review and approval.

Contractor shall not, in any event, allow performance of the Services by unauthorized replacement persons. CMHC may order that any individual identified in the Agreement to perform the Services or any part thereof or, if applicable, a replacement, stop performing the Services. In such a case, the Contractor shall immediately comply with the order and submit the name, qualifications, and experience of a proposed replacement for CMHC's review and approval.

The fact that CMHC does not order that any individual stop performing the Services does not relieve the Contractor from its responsibility to meet the requirements of the Agreement.

Section 15.10 Successors and assigns

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

Section 15.11 Changes to the Agreement

NOTE: No amendments, including Change Orders may be made to any agreement without consultation with Procurement.

(a) Amendments

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

(b) Change Orders

Change Orders. CMHC may at any time, by written instructions and/or drawings issued to the Contractor (each a "Change Order"), order changes to the Services. The Contractor shall within Five (5) business days of receipt of a Change Order submit to CMHC a firm cost proposal for the Change Order. If CMHC accepts such cost proposal, the Contractor shall proceed with the changed Services subject to the cost proposal and the Terms and conditions of this Agreement. The Contractor acknowledges that a Change Order may or may not entitle the Contractor to an adjustment in the Contractor's compensation or the performance deadlines under this Agreement.

Section 15.12 Independence of the Parties

It is understood by the Parties that the Contractor shall act as an independent contractor for the purposes of this Agreement, the Contractor and its Contractor Personnel are not engaged as employees of CMHC.

The Contractor agrees to so advise its Contractor Personnel. Without limiting the generality of the foregoing, the Contractor shall retain complete control of and accountability for its Contractor Personnel.

Section 15.13 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 15.14 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 15.15 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 Services to CMHC.

The Contractor shall remain fully responsible for the performance of each Contractor Personnel including any Permitted Subcontractor and for their compliance with all 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 Contractor Personnel.

The Contractor shall require Contractor Personnel to be bound in writing by the Security and Confidentiality provisions of this Agreement, and, upon CMHC's written request, to enter into a non-disclosure or Intellectual Property assignment or license agreement in a form that is reasonably satisfactory to CMHC before sharing any information with relation to the Services.

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

Section 15.16 Time is of the essence

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

Section 15.17 Exclusivity

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

Section 15.18 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 15.19 Choice of Law and Forum

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 either the Federal Court or the courts of the Province of Ontario as appropriate. The Contractor shall give all notices and obtain all licenses, permits and authorizations required to perform the Services. The Contractor shall comply with all the laws applicable to the Services or the performance of this Agreement.

Section 15.20 Counterparts

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be 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 15.21 Force Majeure

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

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

Section 15.22 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 15.23 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 15.24 Order of Precedence

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

SECTION 15.25 Entire Agreement

This Agreement, including any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties, and supersedes all prior or contemporaneous understandings, written or oral.

These Terms prevail over any terms and conditions contained in any other documentation and expressly exclude any of the Contractor's general terms and conditions or any other document issued by the Contractor in connection with this Agreement, not incorporated herein. In case of conflicts between the Contractor's documents and CMHC's documents, CMHC's shall govern.

IN WITNESS WHEREOF:

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

NAME OF CONTRACTOR

CANADA MORTGAGE AND HOUSING CORPORATION

Date: _____

Date: _____

I have the authority to bind the Contractor.

SCHEDULE A - THE SERVICES (SCOPE OF WORK)

DESCRIPTION OF THE SERVICES including key elements to be provided, Definition of “Deliverables,” Project Milestones, Timing Requirements, Completion Standards, Service Level Agreements, Etc.

SCHEDULE B – PRICING AND BASIS OF PAYMENT

SCHEDULE C - BUSINESS CONTINUITY MANAGEMENT ATTESTATION FORM

SCHEDULE D - PRIVACY AND SECURITY REQUIREMENTS

“Affiliate” means any legal entity controlling, controlled by, or under common control with a Party to this Agreement. Control shall exist through direct ownership of more than fifty percent (50%) of the nominal value of the issued equity share capital or of more than fifty percent (50%) of the shares entitling the holders to vote for the election of directors or persons performing similar functions or to rights by any other means to elect or appoint directors or persons who collectively may exercise such control or through indirect ownership of all of the issued equity share capital.

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

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

“Data Custodian” means Contractor or Contractor subcontractor who is granted access to CMHC Information and assumes the responsibilities set out in Exhibit 1 to this SCHEDULE 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 severe injury to an individual, organization or government.

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

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

Privacy and Security Requirements

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

As such, the Contractor agrees: (i) to protect any Personal Information that it may access from CMHC Information provided through this Agreement in a manner that is compatible with provisions of ATIP Legislation; and (ii) will ensure that it has in place appropriate privacy protection measures to safeguard all CMHC Information that it has access to under this Agreement. More specifically, Contractor shall, as required by the provisions of Article 7 of this Agreement, comply with the security requirements described below at all times:

(1) **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 always be escorted by an Authorized Person. 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.

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.

(2) **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) The Contractor shall ensure that CMHC Information is stored in a data center located in Canada. Only the Contractor Personnel located in one of the approved locations in Exhibit 2 to Schedule D (*insert if applicable*) to the Agreement shall access CMHC Information to the extent permitted by Exhibit 2 to Schedule D and in accordance with the controls set forth in such Exhibit 2 to Schedule D. The Contractor shall prevent access to CMHC Information by any Contractor Personnel and/or subcontractor personnel: (i) where such persons are in countries other than those locations listed in Exhibit 2 to Schedule D (*insert if applicable*) to the Agreement and/or (ii) where such access goes beyond the scope and requirements of Exhibit 2 to Schedule D.

- (c) 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
 - (d) Servers storing and transmitting unencrypted data, where used, will be 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.
 - (e) 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.
 - (a) 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.
- (3) **Physical Storage:**
- (b) When not in use, PSDs containing CMHC Information will be stored in secure containers. This applies equally to backups of CMHC Information.
 - (c) 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.
- (4) **Information Copying and Retention & Record Management:**
- (a) Copies and extracts of CMHC Information may only be made for the purposes of carrying out the permitted purposes as covered by this Agreement. When no longer needed, any such copies or extracts will be destroyed in a secure manner as required under this Agreement).
 - (b) 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, PSDs, photocopiers and other electronic media where CMHC Information has been electronically stored, will be sanitized, or destroyed, in accordance with the latest communications security establishment standards for “Protected B” information when disposing of such media, or when return or destruction of CMHC Information is required pursuant to this Agreement.
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.

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
- (2) 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.
- (3) Acknowledge receipt of each data file received from CMHC pursuant to this Agreement, and maintain a register of all such files, containing the following information:
- a. Date received.
 - b. File name and reference period.
 - c. Employee of Contractor who received the file.
 - d. Employee of CMHC who sent the file.
 - e. Employee of Contractor responsible for safekeeping of the file; and
 - f. Date the file was destroyed or returned to CMHC (if applicable).
- (4) Maintain a register of all Identified Persons who have been granted access to the data files received from CMHC by the Contractor, containing the following information:
- a. File name and reference period.
 - b. Name of employee or/and contractors engaged by the Contractor to whom access is given.
 - c. Justification for access.
 - d. Name of delegated manager who authorized access and date of authorization; and
 - e. Start and end dates of period for which access is authorized.

APPENDIX E – PRIVACY & SECURITY CONTROLS QUESTIONNAIRE

	PRIVACY PRINCIPLE	PRIVACY / SECURITY CONTROLS	RESPONSE/CONFIRMATION OF EXISTING CONTROLS <i>***Please provide detailed responses***</i>
1.	Accountability	<p>1.1 Designated Privacy team:</p> <p>Responsibility and accountability are assigned to a person or group for developing, documenting, implementing, enforcing, monitoring, and updating the organization’s privacy policies and procedures. Demonstrate adherence to leading industry frameworks such as PIPEDA</p>	
		<p>1.2 Internal Oversight:</p> <p>Describe your internal processes for monitoring adherence to your privacy policies and procedures.</p>	
		<p>1.3 Training & Awareness:</p> <p>Describe your privacy and security training and privacy awareness / upskilling programs for staff.</p>	
		<p>1.4 Third-Party / Vendor Management:</p> <p>How do you oversee third-party / vendors or subcontractors for privacy adherence and ensure compliance to CMHC’s terms, agreements, and requirements?</p>	
		<p>1.5 Communicate Changes:</p> <p>Is there a process for notifying CMHC if there are new or changed arrangements with third parties or sub-contractors accessing Personal Information?</p>	
		<p>1.6 History of Sharing:</p> <p>How do you maintain a history of Personal information sharing – including dates and categories of information</p>	

		transferred, to whom and where it was transferred, and the purpose?	
		1.7 Global Compliance: Do you adhere to other jurisdictional privacy laws (e.g., GDPR, CCPA)? Provide evidence or certifications of compliance.	
2.	Identifying Purposes	2.1 Purpose Determination & Documentation: Describe the processes and criteria your organization uses to determine and document the purposes for which personal information is collected, used, or disclosed.	
3.	Consent	3.1 Obtaining Consent: Describe how you obtain consent for the collection, use, or disclosure of personal information. Include processes for both implicit and explicit consents.	
4.	Limiting Collection	4.1 Data Minimization: Describe your measures to ensure that only the necessary personal information is collected.	
5.	Limiting Use, Disclosure, and Retention:	5.1 Use & Disclosure: How do you ensure personal information is only used or disclosed for the purposes initially intended?	
		5.2 Retention and Storage: Explain your retention policies, processes, schedule, and monitoring.	
		5.3 Secure Disposition: How do you securely return, dispose of, destroy or de-identify personal information that is no longer required?	
6.	Accuracy	6.1 Data Quality:	

		Describe how you ensure the personal information you hold is accurate, complete, and up-to-date.	
7.	Safeguards	<p>7.1 Security in Privacy Policies:</p> <p>The organization’s privacy policies (including any relevant security policies), address the security of Personal Information.</p>	
		<p>7.2 Protection Measures:</p> <p>Describe the technical, physical, and administrative security measures protecting personal information. Please detail mechanisms such as:</p> <ul style="list-style-type: none"> - Biometrics - Firewalls & Intrusion detection systems - VPNs - Session time-out securities - Data encryption methods - Audit trails 	
		<p>7.3 Security Assessments:</p> <p>Explain how you meet security controls for up to and including Protected A or B as per Government of Canada standards, such as or equivalent to:</p> <ul style="list-style-type: none"> - ISO27001:2013 - ITSG-33 - SOC 1 Report - SOC 2 Report - CSEA 3416 - SSAE 18 <p>Alternatively, if you are using a third-party provider to manage your network (such as Bell Canada or Rogers or Microsoft), SOC reports are available through your provider and will satisfy this requirement.</p>	

		<p>7.4 Logical Access to Personal Information:</p> <p>Explain how Logical access to Personal Information is restricted by procedures that address the following matters:</p> <ul style="list-style-type: none"> a) Authorizing and registering internal personnel and individuals; b) Identifying and authenticating internal personnel and individuals; c) Making changes and updating access profiles; d) Granting privileges and permissions for access to IT infrastructure components and Personal Information; e) Preventing individuals from accessing anything other than their own personal or sensitive information; f) Limiting access to Personal Information to only authorized internal personnel based upon their assigned roles and responsibilities using techniques such as access management, de-identification ; g) Distributing output only to authorized internal personnel; h) Restricting logical access to offline storage, backup data, systems, and media; i) Restricting access to system configurations, super user functionality, master passwords, powerful utilities, and security devices (for example, firewalls); and j) Preventing the introduction of viruses, malicious code, and unauthorized software. k) Preventing co-mingling of personal information collected from this initiative with that of other organizations. 	
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		<p>7.5 Physical Access Controls: How physical access to Protected A or B information is restricted</p>	
		<p>7.6 Environmental Safeguards: Explain how personal information, in all forms, is protected against accidental Disclosure due to natural disasters and environmental hazards.</p>	
		<p>7.7 Incident Management: Does your organization have an incident management policy and process that includes defined processes for problem identification, risk mitigation, remediation, and timely notification to CMHC upon discovery? Have you had any data breaches (material breaches with a risk of harm and that were reported to TBS or OPC) in the past 24 months? If so, provide details on the incident and corrective measures taken.</p>	
		<p>7.8 Data Residency Do you have the infrastructure to store Personal Information collected as part of the CMHC initiative inside Canada? Protected Information must reside in Canada at all times.</p>	
		<p>7.9 Testing Security Safeguards How do you test the effectiveness of the key administrative, technical, and physical safeguards protecting Personal Information are conducted periodically including a Threat and Risk assessment (TRA) Penetration testing, or similar security assessment.</p>	
8.	Openness	<p>8.1 Policy Availability: Can you ensure that information about an organization’s privacy policies and procedures, including the name of the</p>	

		Privacy Officer and their responsibilities, are user-friendly, communicated and made readily available to the public, internal personnel and third parties who need them. Please share them with CMHC.	
9.	Individual Access	9.1 Access & Correction: Describe the process for individuals to access their personal information in your organization and correct inaccuracies.	
10.	Challenging Compliance	10.1 Complaints Process: Describe the process in place for individuals to challenge your organization's compliance with privacy principles.	

**APPENDIX F - CMHC BUSINESS CONTINUITY AND DISASTER RECOVERY
ATTESTATION FORM**



PART A

Company Name: XXXXXXXXX

Contract #: XXXXXXXXX

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:		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.	The plans address worst case scenario(s), including drastic reductions (up to 50%) of your workforce;		
c.	The plans are scoped to include technology failures such as prolonged outages (<u>this should change in accordance with the Recovery Time Objective (RTO) in the contract</u>), loss of systems such as hardware failures, computer viruses, etc.		
d.	The plans are scoped to include natural disasters, terrorist attacks, etc.		
e.	The plans include a comprehensive Business Impact Analysis (BIA);		
f.	The plans include communication strategies and critical contact names and telephone numbers;		
g.	The plans include notification mechanism to CMHC, should these changes impact your ability to perform the contracted business functions;		
h.	The plans are maintained, reviewed, and approved at least annually at an appropriate management level		
i.	The plans are exercised at least annually; If yes, please provide the following information about the latest exercise: Business Continuity:		

	Date: Type: Result: Disaster Recovery: Date: Type: Result:		
3.	Please confirm (and where possible provide documentation) whether the business functions/services you provide to CMHC have been sub-contracted.		
4.	Please confirm that the sub-contractor’s Business Continuity and Disaster Recovery Plans meets the requirements outlined in two, above.		
5.	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 time.		

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)

1. 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: _____