

**REQUEST FOR PROPOSAL (RFP)**  
**For**  
**PENSION ADMINISTRATION SERVICES**

Request for Proposal (RFP) No.: **RFP002628**  
Issued: **June 26, 2024**  
Submission Deadline: **August 6, 2024, at 2:00 pm Ottawa local time**  
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## **PART 1 – SUBMISSION INSTRUCTIONS**

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

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

CMHC has approximately 2,300 employees located at its National Office in Ottawa, and at various business centres throughout Canada. The business centre areas are divided into five regions: Atlantic; Quebec; Ontario; British Columbia; and Prairies & Territories.

With this RFP, CMHC is seeking prospective proponents to submit proposals for Pension Administration Services, as further described in Section A and B of the RFP Specifications (Appendix C).

It is CMHC’s intension to enter into an Agreement on a non-exclusive basis with the successful proponent. The term of the Agreement resulting from this RFP is to be for a period of five (5) years, with two (2) options to extend the Agreement on the same terms and conditions for an additional three (3) years and two (2) years respectively for a total term of up to ten (10) years.

### **1.2 RFP CONTACT**

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

David LaBerge

[dlaberge@cmhc-schl.gc.ca](mailto:dlaberge@cmhc-schl.gc.ca)

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

### **1.3 TYPE OF CONTRACT FOR DELIVERABLES**

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

### **1.4 RFP PROCESS TIMETABLE**

Issue Date of RFP	June 26, 2024
Return Signed NDA	July 4, 2024
Deadline for Questions	July 14, 2024
Deadline for Issuing Addendum	July 28, 2024
Submission Deadline of Proposals	August 6, 2024
Evaluation Deadline	August 30, 2024
Presentations	Week of September 23-27, 2024
Anticipated Contract Negotiation Period	21 calendar days
Anticipated Execution of Agreement	October, 2024
Transition Period (Implementation and Testing)	January 2025 – December 2025
Anticipated Service Commencement Date (“Go Live Date”)	January 1, 2026

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

### **1.5 SUBMISSION OF PROPOSALS**

#### **1.5.1 PROCUREMENT BUSINESS NUMBER**

CMHC utilizes the Supplier Registration Information (“SRI”) database maintained by Public Services and Procurement Canada (“PSPC”) as the official CMHC source list. All proponents should be registered with PSPC prior to submitting a proposal. The Procurement Business Number (“PBN”) provided by this registration must

be included with the proponent's proposal. If proponents are not registered and wish to do so, please access <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier>

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

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

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

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

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

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

Proposals must be submitted pursuant to Section 1.5.2 above and on or before the submission deadline: **July 26, 2024, at 2:00 pm Ottawa local time** ("Submission Deadline")

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

#### **1.5.4 AMENDMENT OF PROPOSALS**

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

#### **1.5.5 WITHDRAWAL OF PROPOSALS**

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

[End of Part 1]



**PART 2 – EVALUATION, NEGOTIATION AND AWARD**

**2.1 STAGES OF EVALUATION AND NEGOTIATION**

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

**2.1.1 STAGE I – MANDATORY SUBMISSION REQUIREMENTS**

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

**2.1.2 STAGE II – EVALUATION**

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

**(A) MANDATORY TECHNICAL REQUIREMENTS**

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

**(B) Rated criteria**

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

**2.1.3 STAGE III – PRICING**

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

**2.1.4 STAGE IV – PRESENTATION**

Stage IV will consist of a presentation (the "Presentation") to a committee of CMHC employees with the right to vote (the "Evaluation Team") as set out in Section L of the RFP Specifications (Appendix C). Proponents selected to participate in the Presentation phase will be notified upon completion of evaluations.

**2.2 RANKING AND CONTRACT NEGOTIATIONS**

**2.2.1 SCORING BY THE EVALUATION TEAM**

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

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	Very Good

	could exist, but would not pose any significant risk to the proponent's ability to satisfy the requirement.	
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 provided to assess the proponent's ability to meet the criteria.	No Response

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

#### 2.2.2 RANKING OF PROPONENTS

After the completion of Stage III, all scores from (i) Stage II (B) and (ii) Stage III will be added together, and the proponents will be ranked based on their total scores. The three (3) top ranked proponent(s) will receive a written invitation to Stage IV. After completion of Stage IV, all scores from (i) Stage II (B), (ii) Stage III, and (iii) Stage IV will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with CMHC. In the event of a tie, the successful proponent will be the proponent selected by way of negotiations, requiring proponents to answer additional questions, provide supplementary information or make additional presentations such that CMHC may revisit and re-evaluate the proponent's proposal or ranking on the basis of any such information in an effort to select a top-ranked proponent.

#### 2.2.3 CONTRACT NEGOTIATION PROCESS

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

#### 2.2.4 TIME PERIOD FOR NEGOTIATIONS

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

#### 2.2.5 FAILURE TO ENTER INTO AGREEMENT

If the pre-conditions of award listed in Section J of the RFP Specifications (Appendix C) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the contemplated Contract Negotiation Period, pursuant to 1.4 of this RFP, then CMHC may discontinue negotiations with the top-ranked proponent and invite the next-best-ranked proponent to enter into

negotiations. This process will continue until: (i) an agreement is finalized, (ii) there are no more proponents remaining that are eligible for negotiations or (iii) CMHC elects to cancel the RFP process.

**2.2.6 NOTIFICATION OF NEGOTIATION STATUS**

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

[End of Part 2]



## **PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS**

### **3.1 GENERAL INFORMATION AND INSTRUCTIONS**

#### **3.1.1 PROPONENTS TO FOLLOW INSTRUCTIONS**

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

#### **3.1.2 PROPOSALS IN ENGLISH OR FRENCH**

Proposals may be submitted in either Official Language (French/English).

#### **3.1.3 NO INCORPORATION BY REFERENCE**

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

#### **3.1.4 REFERENCES AND PAST PERFORMANCE**

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

#### **3.1.5 INFORMATION IN RFP ONLY AN ESTIMATE**

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

#### **3.1.6 PROPONENTS TO BEAR THEIR OWN COSTS**

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

#### **3.1.7 PROPOSAL TO BE RETAINED BY CMHC**

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

#### **3.1.8 TRADE AGREEMENTS**

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

#### **3.1.9 NO GUARANTEE OF VOLUME OF WORK OR EXCLUSIVITY OF CONTRACT**

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

### **3.2 COMMUNICATION AFTER ISSUANCE OF RFP**

#### **3.2.1 PROPONENTS TO REVIEW RFP**

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

the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. CMHC is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

### **3.2.2 ALL NEW INFORMATION TO PROPONENTS BY WAY OF ADDENDA**

This RFP may be amended only by addendum in accordance with this section. If CMHC, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by CMHC. In the Submission Form (Appendix 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 that it is necessary to issue an addendum after the Deadline for Issuing Addenda, CMHC may extend the Submission Deadline for a reasonable period of time.

### **3.2.4 VERIFY, CLARIFY AND SUPPLEMENT**

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

## **3.3 NOTIFICATION AND DEBRIEFING**

### **3.3.1 NOTIFICATION TO OTHER PROPONENTS**

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

### **3.3.2 DEBRIEFING**

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

### **3.3.3 PROCUREMENT PROTEST PROCEDURE**

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

## **3.4 CONFLICT OF INTEREST AND PROHIBITED CONDUCT**

### **3.4.1 CONFLICT OF INTEREST**

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

### **3.4.2 DISQUALIFICATION FOR PROHIBITED CONDUCT**

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

### **3.4.3 PROHIBITED PROPONENT COMMUNICATIONS**

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

#### **3.4.4 PROPONENT NOT TO COMMUNICATE WITH MEDIA**

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

#### **3.4.5 NO LOBBYING**

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

#### **3.4.6 ILLEGAL OR UNETHICAL CONDUCT**

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying (as described above) or other inappropriate communications; offering gifts to any employees, officers, agents, appointed officials or other representatives of CMHC; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process.

#### **3.4.7 PAST PERFORMANCE OR PAST CONDUCT**

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

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

### **3.5 CONFIDENTIAL INFORMATION**

#### **3.5.1 CONFIDENTIAL INFORMATION OF CMHC**

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

- is the sole property of CMHC and must be treated as confidential;
- is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- must not be disclosed to third parties without prior written authorization from the RFP Contact; and
- must be returned by the proponent to CMHC immediately upon the request of CMHC.

#### **3.5.2 CONFIDENTIAL INFORMATION OF PROPONENT**

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

### **3.6 PROCUREMENT PROCESS NON-BINDING**

#### **3.6.1 NO CONTRACT A AND NO CLAIMS**

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

- (1) 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
- (2) neither the proponent nor CMHC will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the selection of proponents, a decision to reject a proposal or disqualify a proponent, or a decision of the proponent to withdraw its proposal.

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

#### **3.6.2 NO CONTRACT UNTIL EXECUTION OF WRITTEN AGREEMENT**

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

#### **3.6.3 NON-BINDING PRICE ESTIMATES**

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

#### **3.6.4 CANCELLATION**

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

### **3.7 GOVERNING LAW AND INTERPRETATION**

These Terms and Conditions of the RFP Process:

- (1) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision).
- (2) 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
- (3) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

**APPENDIX A – SUBMISSION FORM**

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

**1. PROPONENT INFORMATION**

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

**2. ACKNOWLEDGMENT OF NON-BINDING PROCUREMENT PROCESS**

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

**3. ABILITY TO PROVIDE DELIVERABLES**

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of this RFP.

**4. NON-BINDING PRICING**

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

**5. ADDENDA**

The proponent is deemed to have read and taken into account all addenda issued by CMHC prior to the Deadline for Issuing Addenda. The proponent is requested to confirm that it has received all addenda by

listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line: \_\_\_\_\_ . Proponents who fail to complete this section will be deemed to have received all posted addenda.

**6. NO PROHIBITED CONDUCT**

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

**7. CONFLICT OF INTEREST**

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

- (1) 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
- (2) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

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

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

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

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

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

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**8. DISCLOSURE OF INFORMATION**

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

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

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

**9. SECURITY CLEARANCE**

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

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Proponent Representative

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name of Proponent Representative

\_\_\_\_\_  
Title of Proponent Representative

\_\_\_\_\_  
Date

I have the authority to bind the proponent.

## APPENDIX B – PRICING FORM

### 1. INSTRUCTIONS ON HOW TO COMPLETE PRICING FORM

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

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

Travel expenses will not be considered for this engagement.

### 2. EVALUATION OF PRICING

Pricing is worth **25 points of the total score**.

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

$$\text{Lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$



### 3. PRICING FORM

The following table must be used to provide the pricing information.

Component	
Implementation Fees - Pension administration system - Employee self-service portal - Administrator site	One Time Fee
Database maintenance - Treatment of the bi-weekly interfaces - Data validation and update	Annual Fees
Annual Activities - Pension Adjustment calculation - Indexation for retirees and deferred vested members - Production of the valuation file - Preparation of required reports for the Annual Information Return - Annual statements - Preparation of information required by the auditors - Preparation of various reports - Financial reconciliation and reports - Processing members reaching milestones (deferred members reaching normal retirement age 60/65 and active members reaching age 71)	Annual Fees
Transactions: - Termination calculation - Retirement calculation - Recalculations - Termination and retirement estimate - Pre-retirement death calculation - Post-retirement death calculation - Post retirement spouse addition calculation - Reciprocal Transfer Agreement processing - Buy-back calculation - Marriage breakdown calculation - Payment authorization - PAR calculation and production of T10 forms - PSPA calculation	Fee per transaction
Call Centre: - Member call - Member email.	Fee per call/email
Management: - Quarterly stewardship meetings and performance measurement reports - Annual planning meeting	Annual Fees
Employee Self-Service & Administrator Site: - Hosting and maintenance.	Annual Fees
Other components - Proof of life audit for deferred vested members and retirees (every three years) - Pension Plan education material (webinars, videos, documents, etc.) - List any other components included in services	Annual fees

Proponents must list all assumptions used in establishing the pricing.

## APPENDIX C – RFP SPECIFICATIONS

### A BACKGROUND

Canada Mortgage and Housing Corporation (CMHC) is Canada's national housing agency. At CMHC, we are driven by our belief that everyone in Canada should have a roof over their head, and that the world-leading housing system can be the cornerstone of a thriving and inclusive society.

We work with community organizations, the private sector, non-profit agencies, and all levels of government to contribute to the stability of the financial system, facilitate access for Canadians in housing need, and offer objective housing research and advice to government, individuals and the housing industry.

The successful proponent is expected to demonstrate excellence in the services they provide and in a manner that closely aligns with CMHC's current business practices, corporate values, and culture.

CMHC strives to achieve business excellence and provides inclusive and diverse services to all employees. We exercise the highest standards of competence, trustworthiness, and prudence in conducting our business relationships and in managing the financial, physical and human resources entrusted to our care. We encourage learning, innovation, and personal initiative to continuously improve the way we do business and achieve the best possible results for Canadians.

At CMHC, we are committed to creating and sustaining an inclusive workplace culture where our people have a sense of belonging within our company and are fully enabled to bring their most authentic, productive, innovative, and collaborative selves to work; ultimately providing a wider range of programs and services that address the diverse housing needs of Canadians.

CMHC fully supports the principle of sustainable development. Economic development and the preservation of the environment are each given consideration in the RFP process to help ensure that the actions of one generation do not compromise the ability of future generations to have an equal quality of life by helping Canadians and the housing system be more resilient to climate change. To this end, CMHC is dedicated to integrating sound environmental practices into its procurement practices.

CMHC is committed to providing their employees with a competitive and sustainable total compensation package that supports the Corporation's efforts in attracting, retaining, and motivating a highly qualified workforce. An important part of the total compensation package is the benefits offered from the CMHC Pension Plan.

The CMHC Pension Plan is a federally regulated private pension plan subject to the Pension Benefits Standard Act, 1985 (PBSA), and to the Income Tax Act (ITA) and its Regulations. The Office of the Superintendent of Financial Institutions (OSFI) is the primary regulator and supervisor of federally regulated private pension plans.

The CMHC Pension Plan is a Defined Benefit (DB) pension plan and provides pension benefits in accordance with ITA limits applicable to registered pension plans, and the CMHC Supplemental Pension Plan (SPP) provides benefits in excess of ITA limits. Additional benefits are also provided for the corporation's executives.

On April 3, 2013, the DB Plan was closed to new entrants. CMHC employees who became members of the CMHC Pension Plan on or after April 4, 2013, participated in a Defined Contribution (DC) component of the CMHC Pension Plan. The DC component was closed December 31, 2017, and subsequently terminated.

On January 1, 2014, some provisions of the plan were amended for service accrued starting January 1, 2014. These changes applied from January 1, 2014 to December 31, 2017.

On January 1, 2018, the DB Plan was reopened for all employees. A new DB Plan design (post-2017) was implemented and applies only to the part of the pension associated with the service starting January 1, 2018. For eligible employees who participated in the DB Plan prior to January 1, 2018, the pension plan provisions remain unchanged for the part of the pension associated with the pre-2018 service.

Consequently, the pension and related benefits are considered in three parts:

- Service Pre-2014 (up to and including December 31, 2013)
- Service Post-2013 to 2017 (from January 1, 2014, to December 31, 2017)
- Service Post-2017 (from January 1, 2018).

Under the Post-2017 Plan design, pension plan participants are able to choose between two pension benefit options (option A and option B). The option they choose affects how much they have to contribute to the Plan and how much they receive from the Plan when they leave or retire from CMHC. Each fall, participants have an opportunity to change their pension benefit option for the coming year.

The CMHC Pension Plan provides indexation, but the application differs depending on the date the service is accrued.

- For service accrued before January 1, 2018, benefits are indexed to the Consumer Price Index (CPI) in accordance with the Pension Plan Rules.
- For service accrued on or after January 1, 2018, indexation of the benefits to the CPI is conditional on the financial position of the plan in accordance with the Pension Plan Rules and approval from the Board of Directors.

According to the latest actuarial valuation as of December 31, 2022, the CMHC Pension Plan was fully funded on a going concern basis, and on a solvency basis.

The CMHC Pension Plan and the Defined Benefits Supplemental Pension Plan and Executive Pension Plan (DB SPP/ESPP) are currently administered by a pension administration third party service provider.

CMHC's Retirement Compensation Arrangements (RCA) related to the service accrued prior to January 1, 2018, for the DB SPP/ESPP, are secured with annual letters of credit; there is no further funding. The closed DC Supplemental Plans are secured with a RCA.

The following table provides the membership as of December 31, 2022.

CMHC pension plans	Registered Pension Plan	Supplemental Plans
Actives	2,193	122
Retirees and Survivors	2,552	118
Deferred	549	14
Transfer Restriction Annuities*	64	N/A

*\*Transfer Restriction Annuities: Up to January 1, 2014, if upon termination of membership, the value of a member's benefit exceeded the maximum transfer value as prescribed by the Income Tax Act, the excess was used to provide a temporary pension typically from age 60 up to age 65.*

Additional details on the CMHC Pension Plans are available in the CMHC Pension Plan Rules, the CMHC Pension Plan Booklet, the Supplemental Pension Plan and Executive Supplemental Pension Plan Rules and

the SPP/ESPP overview. Unless otherwise explicitly stated, CMHC Plans refer to the registered Defined Benefit (DB) Pension Plan and the Supplemental Pension Plans (SPP/ESPP). Details regarding pension governance at CMHC and the CMHC Pension Plan Annual Reports can be viewed by visiting CMHC's website.

Furthermore, we have enclosed a MS Excel spreadsheet listing the data requested by the actuaries for actuarial valuations. This includes details of certain elements (e.g. breakdown of pre and post 1.1.2018 pensions and commuted values paid out) that must be maintained by the Administrator and communicated to the actuary to allow them to notionally split out the pension plan assets in two (pre and post 1.1.2018) for governance of conditional indexation for service accrued on or after January 1, 2018.

## B THE DELIVERABLES

CMHC requires the services listed below for the administration of its Plans.

### Data Management

- Maintain a pension administration database for active and inactive plan members
- By-weekly update of the pension administration database for active plan members (e.g. demographic changes, earnings, contributions, etc.)
- Maintain member communication and documents (e.g. benefit statements, signed election forms, pension beneficiary forms, etc.)

Commented [JM1]: Mercer, please confirm what this is.

### Pension Administration Services

- Prepare and mail termination, retirement, pre- and post-retirement death (including post-retirement spouse addition) pension packages
- Review completed forms and follow-up on missing information or incomplete forms
- Prepare payment authorization and send to custodian
- Monthly reconciliation of all pension payments
- Calculate past service buy-back and communicate to plan members
- Process Reciprocal Transfer Agreements
- Marriage breakdown calculations
- Calculate Pension Adjustments
- Calculate Pension Adjustment Reversals and T10 forms, mail to plan members and file on behalf of CMHC
- Calculate Past Service Pension Adjustments, communicate to plan members and file on behalf of CMHC
- Prepare required reports for Annual Information Return
- Prepare annual statements for active and inactive members
- Annual data extraction for actuarial valuations <sup>(1)</sup>
- Calculate indexation for retirees and deferred vested members and update pensions in payment
- Financial reconciliation and reporting
- Prepare information for plan auditors
- Prepare various reports required by CMHC
- Process members reaching milestone ages
- Proof of life audit for retirees and deferred vested members (every three years)
- Call center services for active and inactive members
- Generic email inbox for member inquiries

Commented [PB2]: Johane/Fred, I think this was missing. I'll let you determine if it s/b here or in the next sub-section.

Commented [JO3R2]: I would put in the other section.

Commented [JO4R2]: And I would put the details as a note.

Commented [JM5R2]: Agreed.

### Tools

- Employee and retiree self-service portal, including for active members:
  - o Functionality to perform pension estimates
  - o Functionality to annually elect between Option A and Option B;
  - o Functionality to calculate cost of buying back service
  - o Post annual statements
- Administrator portal

**Client Relationship Management**

- Quarterly stewardship meetings and report on SLA and services delivered (quarterly and monthly breakdown)
- Bi-monthly meeting with CMHC and provider to discuss the day-to-day administration
- Annual planning meeting

(1) Note that actuarial valuations are prepared at December 31st based on data provided to the actuary around the prior October 1st, based on pensionable earnings extrapolated to the end of the year assuming no salary increase and all benefit services and credited services projected to December 31st.

The following annual volume of transactions can be assumed:

- Terminations	115
- Retirements	75
- Pre-retirement deaths	5
- Post-retirement deaths	100
- Service buybacks	15
- RTA (In & Out)	35
- Member calls	2450
- Trust payments (new pension & CV)	250

**C WORK LOCATION**

The work will be performed at CHMC National Office.

**D TRAVEL**

No travel is required in the course of the contract and no compensation will be awarded to the selected proponent for any travel cost incurred.

**E SECURITY**

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

**F CMHC DATA**

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

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

**G MATERIAL DISCLOSURES**

N/A

**H MANDATORY SUBMISSION REQUIREMENTS**

**SUBMISSION FORM (APPENDIX A)**

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

**PRICING FORM (APPENDIX B)**

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

**OTHER MANDATORY SUBMISSION REQUIREMENTS**

Each proposal must include the:

- Completed Appendix E – Privacy and Risk Questionnaire
- Appendix F - Signed Non-Disclosure Agreement

**I MANDATORY TECHNICAL REQUIREMENTS**

The Mandatory Technical Requirements (“MTR”) are attached as Appendix G and will be assessed on a pass/fail basis:

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

**J PRE-CONDITIONS OF AWARD**

**a. Information Security Assessment (Appendix E - Privacy and Security Controls Questionnaire)**

Proponents must demonstrate that they have the required IT infrastructure in place to safeguard third-party personal information (such as personal information from CMHC employees, former employees and retirees) and any CMHC Data. Therefore, proponents must review and be able to adhere to CMHC’s Security Standards outlined in *Appendix D – Form of Agreement*.

The proponent must complete and provide to CMHC with its proposal the questionnaire in *Appendix E – Privacy/Security Controls Questionnaire*.

The assessment of the security measures is a pass/fail evaluation to determine whether the selected proponent has the measures required to provide CMHC with reasonable assurance that it will be able to meet its obligations if it enters into an agreement with CMHC.

**b. Security Clearance Verification of Proposed Resources**

In accordance with Appendix C, Section E. Security, the selected proponent shall provide the following for CMHC’s Security department to verify the proposed resources hold valid security clearances:

Personnel Security Clearance:

Resource Name	Security Clearance Level	Security Clearance Number	Clearance Validity Period

**c. Business Continuity Management Attestation**

In accordance with Appendix D, Article 10. Contingency Planning, the selected proponent shall complete the Business Continuity Management Attestation Form.

- d. **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.

**K RATED CRITERIA**

Rated Technical Criteria are attached as Appendix G.

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

**Submission requirements (proposal content) for each rated criteria category**

**Note:**

Each proponent should provide the following in its proposal in the same order as listed in Appendix G.

**L 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. The Presentation has an assigned weighting of 100% and will be evaluated as per the following:

<b>Presentation Rated Criteria</b>		<b>Weighting (100%)</b>
1.0	<p><b>INTRODUCTIONS/ACCOUNT MANAGEMENT (10 MINUTES)</b></p> <ul style="list-style-type: none"> <li>i) Introduction of company (company strategy, etc.)</li> <li>ii) Team to be included at the finalist presentation should include at a minimum the account executive, implementation manager, service lead.</li> <li>iii) Discuss approach to account management, including team assigned to CMHC.</li> <li>iv) Describe service delivery model, including any joint services from multiple vendors.</li> <li>v) Discuss time commitment to CMHC and total case load of proposed team.</li> </ul>	20%
2.0	<p><b>LIVE DEMO – EMPLOYEE SELF-SERVICE WEBSITE (10 MINUTES)</b></p> <ul style="list-style-type: none"> <li>i) Review enrolment flow for new participants and annual pension benefit option election</li> <li>ii) Access to estimate calculator tools (pension/buyback), decision tools, plan information and ancillary support.</li> <li>iii) Capability to communicate with members, e.g., email, text, live chat</li> <li>iv) Indicate which administration processes are not fully automated, and where manual intervention is required.</li> </ul>	30%

3.0	<b>LIVE DEMO – ADMINISTRATOR WEBSITE (10 MINUTES)</b> <ul style="list-style-type: none"> <li>i) Review employer access to administration (and explain when this may be required)</li> <li>ii) Access to on-demand reporting capability</li> <li>iii) Method of interface with CMHC's HR system and insurer/payroll provider (flat file, API, security, validation of data).</li> <li>iv) Data required from HR system and data delivered to insurer/payroll provider</li> <li>v) Ongoing file maintenance (notification of errors, failures, and down time) and support (service desk to service desk or single point of contact).</li> </ul>	20%
4.0	<b>TRANSITION AND IMPLEMENTATION (15 MINUTES)</b> <ul style="list-style-type: none"> <li>i) When implementing a new plan, new system, a system upgrade, new service, or new vendor (e.g.,) please describe the following: <ul style="list-style-type: none"> <li>a) Proposed implementation schedule/timelines/resourcing strategy</li> <li>b) In the event of resources departing from an implementation team, how would this be handled?</li> <li>c) Role of the implementation team</li> <li>d) Support to a new client for transition</li> </ul> </li> </ul>	20%
5.0	<b>WRITTEN QUESTION REVIEW (10 MINUTES)</b> <ul style="list-style-type: none"> <li>i) Describe a situation where an error occurred and how it was resolved?</li> <li>ii) Describe your technology development road map, for example implementing live chats, search bots, artificial intelligence.</li> </ul>	5%
6.0	<b>QUESTION &amp; ANSWER (10 MINUTES)</b>	5%

**M REFERENCES**

CMHC may contact the references provided under rated criteria R.3 above as per Section 3.1.4 References and past performance (Part 3 -Terms and Conditions of the RFP Process) and/or as per Section J. Pre-conditions of Award (Appendix C – RF Specifications).



## APPENDIX D – FORM OF AGREEMENT

In accordance with *Section 1.2 Type of Contract for Deliverables* of this RFP, the following general terms and conditions will form the base of the agreement.

**Note:** At time of Stage IV – Presentation, the selected proponents will be asked to provide their **agreement** to the clauses below. This is not an opportunity for proponents to negotiate all terms and conditions, but to highlight any **deal breakers** within this agreement. In such an event, proponents must provide the impacted clause redlined for CMHC's review. It is the proponent's responsibility to seek their legal counsel's advice on time to ensure an expedient Contract Negotiations Period in accordance with *Section 1.4 Schedule and Sections 2.2.3 – 2.2.5 of this RFP*

CMHC FILE No. PA00tbd  
THIS AGREEMENT ("Agreement") is executed

BETWEEN:

**CANADA MORTGAGE AND HOUSING CORPORATION**  
700 Montreal Road  
Ottawa, ON  
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**, CMHC, as Secretariat of the National Housing Council ("**NHC** or the "**Council**") under the National Housing Strategy Act, is to provide the NHC with any administrative services necessary to assist the Council in performing its duties and functions;

**WHEREAS**, in its capacity as Secretariat of the NHC ("**NHC Secretariat**"), CMHC would like to retain the services of the Contractor to provide **Pension Administration Services** and as further described under *Article II* below, pursuant to the Contractor's selection following procurement process RFP-002628, 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, CMHC, acting on behalf of the Council, and the Contractor agree as follows:

### ARTICLE I. 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 of the assets of the Contractor are acquired by any entity, or the Contractor is merged with or into another entity to form a new entity.

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

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

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

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

**Deliverables** means deliverables as defined under SCHEDULE A.

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

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

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

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

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

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

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

**Term** means the Initial Term and any Extension Term collectively.

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

## ARTICLE II. SERVICES

### Section 2.01 Description of Services

The Contractor covenants and agrees to provide strategic external communications services as further described in SCHEDULE A "the Services".

## ARTICLE III. 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 complies with CMHC's vaccination requirements, as may be amended from time to time;; and
- (e) It shall provide the Services in a timely, workmanlike and professional manner, to the satisfaction of CMHC, and in accordance with industry standards applicable to the Contractor's field.

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

## ARTICLE IV. TERM AND TERMINATION

### Section 4.01 Term

The term of the Agreement shall be for a period of five (5) years commencing on January 1, 2026 (the "Effective Date") and ending on December 31, 2030 (the "Initial Term").

### Section 4.02 Renewal

This Agreement may be extended in writing, at the sole option of CMHC, for one (1) additional three (3) year renewal period, and one (1) two (2) year renewal period (the "Extension Term"), not to exceed a cumulative total of ten (10) years including the Initial Term. The Initial Term and any Extension Term herewith, shall be collectively referred to as the "Term". **Section 4.03**

### TERMINATION

#### (a) No fault termination

Notwithstanding 0 and 0 above, CMHC may terminate the Agreement for any reason, without penalty, charge, or liability, by giving thirty (30) calendar days' written notice at any time during the Term.

#### (b) Termination for Cause with Notice

CMHC may immediately terminate this Agreement without penalty charge or liability by giving five (5) calendar days' written notice to the Contractor, for any of the following reasons:

- i. The Contractor commits a material breach of its duties under this Agreement, numerous breaches of its duties under this Agreement that collectively constitute a material breach, unless the Contractor cures such breach to the satisfaction of CMHC in CMHC's sole and absolute discretion, and indemnifies CMHC for any resulting damage or loss within twenty (20) calendar days' of receipt of written notice of breach;
- ii. There is a Change in Control, unless the Contractor demonstrates to the satisfaction of CMHC, that such event will not adversely affect its ability to perform the Services under this Agreement; or
- iii. The Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or any assignment is made for the benefit of the creditors, or if an order is made or a resolution passed for the winding up of the Contractor.

**(c) Termination for Cause without Notice**

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

- i. CMHC has reason to believe that the Contractor has committed gross misconduct, fraud or other unlawful acts, a breach of its Representations and Warrantees under Article III, or terms related to Conflict of Interest under Article VI, Confidentiality and Privacy under Article VII, Information Assets and Intellectual Property under Article VIII, under this Agreement.
- ii. CMHC does not have sufficient appropriations from Parliament to fulfill its payment obligations.

**Section 4.04 CMHC's Obligations upon Termination**

In the event that a notice of termination is given, and subject to the deduction of any Claim which CMHC may have against the Contractor arising out of the Agreement or its termination, CMHC will make payment for the value of all 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 0(c)ii, CMHC shall have no liability for breach of its payment obligations.

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

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

**Section 4.06 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 as mutually agreed to by the Parties in advance, in writing. Any amount payable under this section will not cause CMHC to exceed the Total Financial Liability amount set out in 0 unless otherwise agreed by CMHC in writing.

**ARTICLE V. 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 of this Agreement. CMHC's total financial liability under the terms and conditions of this Agreement shall not exceed [Amount in words (numerals)] dollars CAD inclusive of taxes, assessment, duties, levies and expenses for Services provided during the Initial Term of the Agreement (the "Total Financial Liability"). No other taxes, assessments, duties or other levies shall be payable to the Contractor unless specifically agreed in writing by the Contractor and CMHC.

**Section 5.02 Invoicing**

- (a) CMHC will issue a Purchase Order (PO) for every project under this Agreement as further described in the project initiation process in SCHEDULE A.
- (b) 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 PO.
- (c) Notwithstanding article 0 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.

- (d) All invoices must (i) make reference to the applicable PO number issued for each project under this Agreement; (ii) this Agreement number; and (iii) shall be sent electronically to [accountspayable@cmhc-schl.gc.ca](mailto:accountspayable@cmhc-schl.gc.ca).
- (e) The Contractor cannot invoice prior to performance of the Service or as outlined in SCHEDULE A of this Agreement and the applicable PO.

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

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

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

#### **Section 5.04 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 0 to allow EFT to be effected and keeping the information up to date. In the event that either party is unable to make or accept payments by EFT, the Contractor agrees to accept payment by cheque or another mutually agreeable method of payment.

#### **Section 5.05 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 5.06 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.

#### **Section 5.07 Direct Deposit and Income Tax Reporting Requirement**

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

The Contractor shall complete a vendor information form 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 5.08 Withholding Taxes**

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

Contractor must identify the value of Services provided in Canada within its invoice. Otherwise, CMHC will withhold taxes on the full consideration amount.

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

#### **Section 5.09 Payment Dispute**

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

### **ARTICLE VI. 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. In the event that a Conflict of Interest cannot be resolved to the satisfaction of CMHC, CMHC shall have the right to immediately terminate the Agreement.

#### **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 S.C. 2006, c. 9, s. 2*.

### **ARTICLE VII. 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 following appendices will be provided UPON receipt of the signed confidentiality and non-disclosure agreement (Appendix F) from the proponent:

- Appendix \_H\_: CMHC Pension Plan Rules
- Appendix \_I\_: CMHC Pension Plan Booklet
- Appendix \_J\_: CMHC Supplemental and Executive Supplemental Pension Plan Rules
- Appendix \_K\_: Supplemental and Executive Supplemental Pension Plans Overview
- Appendix \_L\_: Indexation calculation methodology
- Appendix \_M\_: Pension Benefit Option Election Guide
- Appendix \_N\_: Total Reward Statement

Commented [OJ6]: Add valuation file layout

Commented [JM7R6]: Agreed.

Appendix \_O\_: Valuation Data File Lay-Out

- (a) 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.
- (b) In the event that the Contractor experiences a breach of confidentiality with respect to the CMHC Information, the Contractor will immediately notify CMHC and co-operate with CMHC to the extent required to remedy the breach.
- (c) The Contractor acknowledges and understands that CMHC considers all CMHC Information to be under its custody and control at all times, and that all information in the care and control of CMHC is subject to federal laws on privacy and access to information.
- (d) The Contractor shall, at all times, ensure to transmit information between the Contractor and CMHC through secure means of transmission.
- (e) In addition, when CMHC Information is stored, the Contractor will, at all times, use reasonable administrative, physical and technological security measures to ensure that the information remains confidential where applicable, and that the information is not lost or otherwise accessed without authority, as further described in SCHEDULE D ("Privacy and Security Requirements") attached hereto. The Contractor will also implement information management and governance tools and controls, as further described in SCHEDULE . The requirements of SCHEDULE 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 , the Contractor shall, to the extent the information contains Personal Information, comply with applicable Canadian privacy laws.
- (f) The Contractor shall conduct regular security assessments to ensure safeguards are working effectively.
- (g) The Contractor shall execute any further actions to enhance the security controls as may be reasonably required by CMHC.
- (h) The Contractor shall ensure all CMHC Information is encrypted while in transit and at rest at a minimum 128 bit encryption throughout the Term.
- (i) Any CMHC Information provided to the Contractor in the performance of the Services shall be returned, uncopied to CMHC or destroyed by the Contractor immediately following the termination of this Agreement or upon the request of CMHC. For documents not returned to CMHC, the Contractor shall proceed to the destruction of such documents in accordance with CMHC's reasonable instructions and provide specific proof under oath of their destruction. Notwithstanding the foregoing, the Contractor shall be permitted to maintain copies of such documentation as it reasonably requires in accordance with records retention or other regulatory requirements, provided that such retained documentation shall at all times remain subject to the other provisions of this Agreement.
- (j) 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.

- (k) The Contractor may disclose CMHC Information where required to do so pursuant to a lawful requirement or for the purposes of complying with a subpoena, warrant or other legal compulsion lawfully made by a court or other competent authority. When the Contractor discovers that it may potentially be required to disclose CMHC Information for the reasons described in the immediately foregoing sentence, the Contractor shall: (a) notify CMHC promptly so that CMHC has the opportunity to seek a protective order or other appropriate remedy; (b) provide information and other assistance in order for CMHC to take appropriate legal action against disclosure; and (c) ensure that disclosure is strictly limited to the information lawfully requested.
- (l) CMHC requires the Contractor Personnel, and if applicable its facilities, to be security cleared with Government of Canada **Reliability** status at the start date of this Agreement. Contractor Personnel may be required to undergo a criminal records check or hold a valid personnel security screening at the level required in writing by CMHC prior to commencement of any Services and must provide the results of the check to CMHC's corporate security department. CMHC reserves the right to disallow any person to carry out work under the Agreement on the basis of the results of the criminal records check/security clearance. Each of the Contractor's proposed staff, who do not hold a valid clearance will be required to complete a "Security Clearance Form" (67934) upon request from CMHC..
- (m) 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 without CMHC's prior written consent.

#### **Section 7.03 Privacy**

##### **(a) The Contractor's Personal Information Obligations**

The Contractor acknowledges and agrees that all Personal Information collected or accessible to the Contractor in the course of 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:

- i. Handle all CMHC Personal Information in accordance with Canadian privacy laws;
- ii. Perform its obligations under this Agreement in a manner that will facilitate CMHC's compliance with Canadian privacy laws;
- iii. 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;
- iv. 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;

- v. 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;
- vi. 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;
- vii. 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;
- viii. provide reasonable assistance to CMHC in responding to and addressing any complaint relating to the handling of CMHC Personal Information in the course of the performance of the Services; and
- ix. upon CMHC's written request, provide CMHC with an updated list of all Contractor Personnel that have handled CMHC Personal Information.

(b) Privacy Breach Notification.

- i. Upon becoming aware of the occurrence of any security breach or privacy breach, the Contractor shall, at a minimum, and subject to Applicable Law:
  - (i) 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;
  - (ii) 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 has to require such person to comply with any obligation of confidence to the Contractor and to cease such unauthorized activities;
  - (iii) 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 has to require such person to comply with any obligation of confidence to CMHC and to cease such unauthorized activities; and
  - (iv) 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.
- ii. 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.

- iii. 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**

- (a) The Parties will comply with the provisions of the Access to Information Act, including in connection with a request under the Access to Information Act by a third party for access to information ("Access to Information Act Request").
- (b) If an *Access to Information Act* Request is made to the Contractor (rather than to CMHC) for access to any CMHC Information, the Contractor shall: (a) not communicate with or respond to the person making the *Access to Information Act* Request, except as directed by CMHC in writing; (b) promptly, but in any event, within seven days (or such other period of time as may be agreed by the Parties) of the receipt of such *Access to Information Act* Request, forward that *Access to Information Act* Request to CMHC; and (c) without detracting from CMHC's responsibilities and The Contractor'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*.
- (c) CMHC will make commercially reasonable efforts to notify the Contractor of a request under any *Access to Information Act* Request that involves confidential commercially sensitive information of the Contractor.

### **ARTICLE VIII. 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 signs and shall cause its Contractor Personnel to assign to CMHC irrevocably and perpetually, 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 the NHC's and 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 the NHC and 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 any and 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 Third-Party Intellectual Property**

In the event the Contractor has or intends to incorporate Intellectual Property belonging to a third party, or derivatives thereof, into the Works, the Contractor represents and warrants that it has secured all necessary rights and waivers of moral rights to grant the NHC and 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 8.09 Corporate Identification and Branding****(a) Licence Grant**

NHC and CMHC (each the "Grantor") hereby grants Contractor ("Receiver"), and the Receiver hereby accepts, a non-exclusive, non-transferable, non-sublicensable right and licence to use the Grantor's pre-approved Marks on an as-and-when required basis for the performance of the Services and the delivery of any Works during the Term of this Agreement. This right and licence excludes use in the Contractor's own publications, marketing, event collateral, and promotional materials in all formats and media, including on its website, mobile apps, and social marketing pages on third-party websites, to identify and promote its association with the Grantor.

**(b) Preapproval of material before use**

The Receiver shall submit samples of all proposed uses of the Grantor's Marks to the Grantor for written approval, with two (2) business days notice.

**(c) Guidelines**

The Receiver shall use the Grantor's Marks solely in accordance with the Grantor's trademark usage guidelines and quality control standards provided by the Grantor on an as-and-when required basis and as applicable to a specific project, as the same may be updated from time to time. If the Receiver is notified in writing by the Grantor that any use does not so comply, such Party shall immediately remedy the use to the satisfaction of the other Party or terminate such use. The Receiver shall not use, register, or attempt to register in any jurisdiction any Mark that is confusingly similar to or incorporates any of the Grantor's Marks. All uses of the Grantor's Marks, and all goodwill associated therewith, shall inure solely to the benefit of the Grantor, and the Grantor shall retain all right, title, and interest in and to its Marks.

**ARTICLE IX. AUDIT**

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

**ARTICLE X. 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/ on a yearly basis.

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

## **ARTICLE XI. INDEMNIFICATION**

### **Section 11.01 Indemnification**

The Contractor (the "Indemnifying Party") agrees to indemnify, defend and hold harmless CMHC, the NHC 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, the NHC or in the name of the Contractor or Contractor Personnel. The Contractor, as the case may be, shall have the right to assume control of its own defence at any time, provided that it assumes the costs of its defence, however the Contractor shall not enter into a settlement without the applicable Indemnified Party's consent. This clause shall survive the termination of the Agreement.

### **Section 11.02 Indemnification Procedure**

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

The failure to give such prompt written notice shall not, however, relieve the Party required to indemnify under 0 of its indemnification obligations.

### **Section 11.03 Participation in Defense**

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

### **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 defence of any Third-Party Claim.

## **ARTICLE XII. 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 CMHC Liability Disclaimer**

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

### **Section 12.03 No Consequential Damages**

In no event shall CMHC or the NHC 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 XIII. INSURANCE OBLIGATIONS**

### **Section 13.01 Insurance Requirements**

The Contractor shall procure, supply and maintain, at its own expense, the designated insurance, or cause to be procured and maintained such insurance in force for the duration of this Agreement. On the Effective Date, all insurance coverage(s) of the Contractor shall be issued by financially sound and responsible regulated insurance companies and shall have an A.M. Best Company, Inc. rating of "A-" or better (or such other debt rating agencies and/or rating as approved at the sole discretion of CMHC).

### **Section 13.02 Commercial General Liability Insurance**

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

### **Section 13.03 Media Errors & Omissions Liability**

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

### **Section 13.04 Computer Security and Privacy Liability (Also known as Cyber Liability)**

Computer Security and Privacy Liability with an insurer licensed to do business in Canada with a limit of not less than twenty million dollars (\$20,000,000) per claim and aggregate, covering actual or alleged acts, errors or omissions committed by the Contractor, its agents or employees. The policy shall also extend to include the intentional, fraudulent or criminal acts of the Contractor, its agents or employees. The policy shall expressly provide, but not be limited to, coverage for the following perils:

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

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

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

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

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

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

#### **Section 13.05 Other Conditions**

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

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

#### **ARTICLE XIV. GENERAL TERMS**

##### **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 Notice**

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

- i. To CMHC at the following address:

**Canada Mortgage and Housing Corporation**

Att: NHC Secretariat

Name: [Click here to enter text.](#)

Title: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

700 Montreal Road

Ottawa, Ontario

K1A 0P7

Phone: [Click here to enter text.](#)

Email: [Click here to enter text.](#)

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

[Click here to enter text.](#)

Att: [Click here to enter text.](#)

Title: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Phone: [Click here to enter text.](#)

E-mail: [Click here to enter text.](#)

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

#### **Section 14.03 Further assurances**

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

#### **Section 14.04 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 III Representations and Warranties, Article VII Confidentiality, Article VIII Information Assets and Intellectual Property, Article XI Indemnification, Article XII Limitation of Liability, Article XIII Insurance Obligations, Article XIV General Terms, or any provision which by its nature is intended to survive the termination of this agreement.

#### **Section 14.05 Severability**

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

#### **Section 14.06 Equitable Remedies**

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

#### **Section 14.07 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 14.08 Cumulative remedies**

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

#### **Section 14.09 Waiver**

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

**Section 14.10 Assignment**

- (a) This Agreement shall not be assigned in whole or in part by the Contractor without the prior written consent of CMHC. No purported assignment of this Agreement shall relieve the Contractor from any obligation under this Agreement or impose any liability upon CMHC.
- (b) If specific individuals are identified in the Agreement to perform the Services or any part thereof, those individuals shall provide the Services unless they are unable to do so for reasons beyond Contractor's reasonable control.
- (c) If Contractor is unable to provide any specific individual identified in the Agreement, it shall, as soon as possible, give notice to CMHC of the reason rendering it is unable to do so and submit the name, qualifications and experience of a proposed replacement for CMHC's review and approval.
- (d) Contractor shall not, in any event, allow performance of the Services by unauthorized replacement persons. CMHC may order that any individual identified in the Agreement to perform the Services or any part thereof or, if applicable, a replacement, stop performing the Services. In such a case, the Contractor shall immediately comply with the order and submit the name, qualifications and experience of a proposed replacement for CMHC's review and approval. The fact that CMHC does not order that any individual stop performing the Services does not relieve the Contractor from its responsibility to meet the requirements of the Agreement.

**Section 14.11 Successors and assigns**

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

**Section 14.12 Changes to the Agreement**

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.

**Section 14.13 Independence of the Parties**

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

**Section 14.14 Contractor's Authority**

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

**Section 14.15 No Public Announcements**

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

**Section 14.16 Subcontractors**

- (a) The Contractor must obtain CMHC's written consent, which may be given or withheld in CMHC's sole discretion, prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of the Contractor, other than the Contractor's employees, to provide any Services to CMHC.
- (b) The Contractor shall remain fully responsible for the performance of each Contractor Personnel including any Permitted Subcontractor and for their compliance with all of the terms and conditions of this Agreement as if they were the Contractor's own employees.



- (c) Nothing contained in this Agreement shall create any contractual relationship between CMHC and any Contractor Personnel.
- (d) The Contractor shall require Contractor Personnel to be bound in writing by the Security and Confidentiality provisions of this Agreement, and, upon CMHC's written request, to enter into a non-disclosure or Intellectual Property assignment or license agreement in a form that is reasonably satisfactory to CMHC before sharing any information with relation to the Services;
- (e) The Contractor shall ensure that all Contractor Personnel or anyone acting for or on behalf of the Contractor, are properly licensed, certified, or accredited as required by Applicable Law and are suitably skilled, experienced, and qualified to perform the Services.

#### **Section 14.17 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 14.18 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 14.19 No Third-Party Beneficiaries**

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

#### **Section 14.20 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 14.21 Counterparts**

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement, if the party sending the facsimile, email or other means of electronic transmission has received express confirmation that the recipient party received the Agreement (not merely an electronic facsimile confirmation or automatic email reply).

#### **Section 14.22 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 14.23 Headings**

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

**Section 14.24 Language**

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

**Section 14.25 Order of Precedence**

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

**Section 14.26 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.

[Signatures on the following page]

**IN WITNESS WHEREOF:**

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

**NAME OF CONTRACTOR**

**CANADA MORTGAGE AND  
HOUSING CORPORATION**

\_\_\_\_\_  
Click here to enter text.

\_\_\_\_\_  
Click here to enter text.

\_\_\_\_\_  
Click here to enter text.

\_\_\_\_\_  
Click here to enter text.

I have the authority to bind the Contractor.

**SCHEDULE A – THE SERVICES**

THE SERVICES (I.E. THE SCOPE OF WORK, KEY ELEMENTS OF SERVICES TO BE PROVIDED, DEFINITION OF “DELIVERABLES”, PROJECT MILESTONES, TIMING REQUIREMENTS, COMPLETION STANDARDS, SERVICE LEVEL AGREEMENTS, AND OTHER IMPORTANT ITEMS) TO BE NEGOTIATED WITH SELECTED PROPONENT.

**SCHEDULE B – FEES**

CONTRACTOR'S RATES AND PAYMENT SCHEDULED WITH THE PAYMENTS TIED TO DELIVERABLES TO BE NEGOTIATED WITH SELECTED PROPONENT.

**SCHEDULE C - BUSINESS CONTINUITY MANAGEMENT ATTESTATION FORM**  
FORMS TO BE PROVIDED TO AND TO BE COMPLETED BY SELECTED PROPONENT.

## 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:

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

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

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

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

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

### **Privacy and Security Requirements**

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

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

**Physical Access:**

1. CMHC Information will be accessed within a secure location that allows unescorted access only to Authorized Persons. All Visitors to the secure location will be escorted by an Authorized Person at all times. The secure location can be within a series of buildings, one entire building, an entire floor within a building, or a single room. Once the perimeter of the secure location is defined, these requirements apply to all areas within the perimeter. Where a series of buildings is involved, a secure perimeter will be defined for each building. CMHC may approve other secure environments that provide a similar level of protection to CMHC Information.
2. Access to CMHC Information is limited to Identified Persons. The duties of the Data Custodian, as stated in **Exhibit 1 to this SCHEDULE D**, include maintaining an auditable trail on access to CMHC Information by Identified Persons. Under no circumstances may Visitors be permitted to access CMHC Information.

**IT Storage and Transmission:**

1. 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.
2. Where CMHC Information is held on PSDs, complex passwords with encryption will be used. The encryption level will meet the latest communications security establishment standards for Protected B" information which aligns with the ISO 27001 framework. This applies equally to backups of CMHC Information stored on PSDs.
3. Servers storing and transmitting unencrypted data, where used, will be located in a secure, controlled-access area, preferably in the same area where CMHC Information is accessed. If located in a separate area, controls will be in place to ensure that only Identified Persons can access the server. Unless CMHC Information is encrypted continuously while outside the secure area, a conduit will be used for all cabling and all cross-connect areas will be physically secured.
4. Network firewall rules will be in place such that no System processing CMHC Information can communicate at the network layer with any system that can be accessed by non-Identified Persons.  
Network firewall rules will also be in place such that no System processing CMHC Information can be accessed at the network layer by a System outside of the secure area. CMHC Information may be stored on and transmitted over networks not meeting these requirements, provided that it is encrypted, except when at rest and in use by an Identified Person. Alternatively, CMHC Information may be stored on a stand-alone computer in a secure area with no external connections, or on a closed network within the secure area. When the network transmits information that leaves a secure area (for example, when a series of buildings house employees within a single organization), the CMHC Information will be encrypted whenever it is outside the secure area.

**Physical Storage:**

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



**Information Copying and Retention & Record Management:**

1. 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.
2. Paper documents containing CMHC Information will be destroyed (shredded) in a secure manner before disposal. All electronic storage media used in the processing of CMHC Information, including all back-up, PDSs, photocopiers and other electronic media where CMHC Information has been electronically stored, will be sanitized or destroyed, in accordance with the latest communications security establishment standards for "protected B" information when disposing of such media, or when return or destruction of CMHC Information is required pursuant to this Agreement.
3. 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".

**“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:
  - i. Confidentiality of CMHC’s Confidential Information, as specified in the Agreement;
  - ii. Use of CMHC’s Confidential Information, as specified in the Agreement;
  - iii. Access to CMHC’s Confidential Information, as specified in the Agreement; and
  - iv. Security Requirements, as specified in the Agreement
1. Prior to granting access, the Data Custodian will ensure that every employee and every contractor engaged by the Contractor who accesses CMHC Information has agreed in writing to comply with confidentiality terms no less strict than this Agreement.
2. Acknowledge receipt of each data file received from CMHC pursuant to this Agreement, and maintain a register of all such files, containing the following information:
  - Date received;
  - File name and reference period;
  - Employee of Contractor who received the file;
  - Employee of CMHC who sent the file;
  - Employee of Contractor responsible for safekeeping of the file; and
  - Date the file was destroyed or returned to CMHC (if applicable).
3. Maintain a register of all Identified Persons who have been granted access to the data files received from CMHC by the Contractor, containing the following information:
  - a) File name and reference period;
  - b) Name of employee or/and contractors engaged by the Contractor to whom access is given;
  - c) Justification for access;
  - d) Name of delegated manager who authorized access and date of authorization; and
  - e) Start and end dates of period for which access is authorized.

## APPENDIX E - PRIVACY/SECURITY CONTROLS QUESTIONNAIRE

PRIVACY/SECURITY CONTROLS	RESPONSE/CONFIRMATION OF EXISTING CONTROLS <i>***Please provide detailed responses – a YES or NO is not sufficient***</i>
<p><b>1. Privacy Governance - Responsibility and Accountability for Policies and Procedures</b></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.</p> <p><i>*For CMHC Internal Use: PIA Sections: 1.1, 1.2, 1.4, 6.1</i></p>	
<p><b>2. Privacy Incident and Breach Management</b></p> <ul style="list-style-type: none"> <li>▪ A documented privacy incident and breach management program has been implemented that includes, but is not limited to, the following: Procedures for the identification, management, and resolution of privacy incidents and breaches;</li> <li>▪ Defined responsibilities;</li> <li>▪ A process to identify incident severity and determine required actions and escalation procedures;</li> <li>▪ A process for complying with breach laws and regulations, including stakeholders and breach notification, if required;</li> <li>▪ An accountability process for employees or third parties responsible for incidents or breaches with remediation, penalties, or discipline as appropriate;</li> <li>▪ A process for periodic review (at least on an annual basis) of actual incidents to identify necessary program updates based on: incident patterns and root cause; and changes in the internal control environment or external requirements (regulation or legislation);</li> <li>▪ Periodic testing or walkthrough process (at least on an annual basis) and associated program remediation as needed.</li> </ul> <p><i>*For CMHC Internal Use: PIA Sections 1.3, 1.4, 2.1, 3.1</i></p>	
<p><b>3. Compliance, Monitoring and Enforcement</b></p> <p>Compliance with privacy policies and procedures, commitments, service-level agreements, and other contracts will be reviewed and documented, and the results of such reviews reported to management. If problems are identified, remediation plans are developed and implemented.</p> <p><i>*For CMHC Internal Use: PIA Sections 1.4, 2.1, 3.1, 6.1, 10</i></p>	
<p><b>4. Privacy Training</b></p>	

<p>A privacy education and communication program is in place and supported by a monitoring system that confirms all employees and/or contractors are trained.</p> <p><i>*For CMHC Internal Use: PIA Sections 1.5, 3.1, 3.2</i></p>	
<p><b>5. Third Party Protection of Personal Information</b></p> <p>The organization has procedures in place to evaluate that the third parties have controls to meet the terms of the CMHC agreement, instructions, or requirements.</p> <p><i>*For CMHC Internal Use: PIA Sections 1.2, 1.6, 3.1, 4.1</i></p>	
<p><b>6. Privacy by Design (PbD)</b></p> <p>Privacy by Design is proactively embedded in the proposed program/activity throughout the entire life cycle end to end. Therefore it is ensured that privacy is built into the design, operation, and management from the start. The organization can also articulate and demonstrate the "positive sum" (e.g. no trade offs; win/win) characteristics of program/activity.</p> <p><i>*For CMHC Internal Use: PIA Sections 1.2, 1.7, 2.1, 3.1, 3.2, 4.1</i></p>	
<p><b>7. Retention and Storage of Personal Information</b></p> <p>Please describe your policies and procedures.</p> <p><i>*For CMHC Internal Use: PIA Sections 4.1, 5.1, 5.2, 5.3</i></p>	
<p><b>8. Disposal, Destruction and Redaction of Personal Information</b></p> <p>Personal information no longer needed is de-identified, anonymized, disposed of, or destroyed in a manner that prevents loss, theft, misuse, or unauthorized access.</p> <p><i>*For CMHC Internal Use: PIA Sections 5.1, 5.4</i></p>	
<p><b>9. Security in Privacy Policies</b></p> <p>The organization's privacy policies (including any relevant security policies), address the security of Personal Information.</p> <p><i>*For CMHC Internal Use: PIA Section 7.1</i></p>	
<p><b>10. Safeguarding of Personal Information</b></p>	

Personal information is protected, from start to finish, using administrative, technical and physical safeguards to prevent loss, misuse, unauthorized access, Disclosure, alteration, and destruction. Please explain how you meet security controls based on a security framework, such as or equivalent to:

- ISO27001:2013
- ITSG-33
- SOC 1 Report
- SOC 2 Report
- CSEA 3416
- SSAE 18

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.

*\*For CMHC Internal Use: PIA Section 7.2*

**11. Logical Access to Personal Information**

Logical access to Personal Information is restricted by procedures that address the following matters:

- 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;
- 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.

*\*For CMHC Internal Use: PIA Section 7.3*

<p><b>12. Physical Access Controls</b></p> <p>Physical access is restricted to Personal Information in any form (including the components of the entity's system(s) that contain or protect Personal Information). Controls are in place to ensure the confidentiality, availability and integrity of the Personal Information.</p> <p><i>*For CMHC Internal Use: PIA Section 7.4</i></p>	
<p><b>13. Environmental Safeguards</b></p> <p><b>Corresponding sections: 7.5</b></p> <p>Personal information, in all forms, is protected against accidental Disclosure due to natural disasters and environmental hazards.</p> <p><i>*For CMHC Internal Use: PIA Section 7.5</i></p>	
<p><b>14. Transmitted Personal Information</b></p> <p>Personal information collected and transmitted over the internet, over public and other non-secure networks, in the cloud and over wireless networks is protected.</p> <p><i>*For CMHC Internal Use: PIA Section 7.6</i></p>	
<p><b>15. Storage of Personal Information/Technical Safeguards</b></p> <p>Personal information is stored securely. For example:</p> <ul style="list-style-type: none"> <li>▪ Biometrics;</li> <li>▪ Passwords;</li> <li>▪ Passwords changed every 90 days;</li> <li>▪ Password protected screensavers;</li> <li>▪ Session time out security;</li> <li>▪ Firewalls;</li> <li>▪ Intrusion detection systems;</li> <li>▪ Virtual private networks (VPN);</li> <li>▪ GoC(Government of Canada) Public Key Infrastructure Certificates;</li> <li>▪ External Certificate Authority (CA); and</li> <li>▪ Audit trails.</li> </ul> <p><i>For CMHC Internal Use: PIA Section 7.6</i></p>	
<p><b>16. Testing Security Safeguards</b></p> <p>Tests of the effectiveness of the key administrative, technical, and physical safeguards protecting Personal Information are</p>	

<p>conducted periodically including a Threat and Risk assessment (TRA) or similar security assessment.</p> <p><i>For CMHC Internal Use: PIA Sections 7.7, 7.8</i></p>	
<p><b>17.1 Openness</b></p> <p>Information about an organization's privacy policies and procedures, including the name of the Privacy Officer and their responsibilities, are user-friendly, communicated and made readily available to the public, internal personnel and third parties who need them.</p> <p><i>For CMHC Internal Use: PIA Sections 8.1, 8.2</i></p>	
<p><b>17.2 Openness</b></p> <p><b>Corresponding sections: 8.1</b></p> <p>Privacy policies are documented in writing, made publicly available, and are current and up-to-date, which demonstrate commitments to protect privacy, in user-friendly terms.</p> <p><i>For CMHC Internal Use: PIA Section 8.1</i></p>	

## APPENDIX F – CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

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

**CANADA MORTGAGE AND HOUSING CORPORATION**, a Crown corporation having its National Office at 700 Montreal Road, Ottawa, Ontario, Canada, K1A 0P7 (hereinafter referred to as “**CMHC**”)

and:

**[COMPANY NAME]**, a corporation incorporated under the laws of **[Insert Province]** whose address is at **[Insert Address, City, Province, Postal Code]** (“**Company**”)

(Each a “**Party**” and collectively the “**Parties**” under this Agreement)

**WHEREAS**, in connection with a Request for Proposal that has been issued by CMHC with respect to the provision of pension administration and recordkeeping services for the defined benefits pension plan (the “**RFP**”), CMHC will make available to the Proponent certain confidential and proprietary information regarding CMHC, its employees and retirees and its pension plans in order to allow the Proponent to make decisions with respect to the preparation and submission of a proposal (hereinafter the “**Purpose**”) and to do so it is necessary for the Parties to receive or have access to certain Confidential Information (as defined below;

**AND WHEREAS** Each of the Parties is willing to disclose, or permit the disclosure of, certain Confidential Information to the other, subject to the terms of this Agreement and solely for this Purpose;

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

1. For the purposes of this Agreement, “**Confidential Information**” includes, but is not limited to, any non-public information that has been or will be disclosed or made available in any form to the a Party by the other in connection with the Purpose. It includes without limitation all information and data relating to CMHC or any of its clients, or the Company including without limitation any personal information, as well as any financial information, strategic information, or business plans, whether communicated or made available in written form, orally, visually, demonstratively, technically or by any other electronic form or other media, or committed to memory or gathered by inspection, and whether or not designated, marked, labelled or identified as confidential or proprietary. Confidential Information also includes without limitation all analyses, compilations, records, data, reports, correspondence, memoranda, specifications, materials, applications, technical data, studies, derivative works, reproductions, extracts, summaries or other information or documents containing or based upon, in whole or in part, any of the information listed in this definition. Confidential Information does not include information or data that the Parties can show is or became publicly known to it without breach of this Agreement. Confidential Information shall not lose its confidential nature merely because it is mixed with non-confidential information.



2. The Parties agree to hold all Confidential Information in trust and in the strictest confidence. The Parties shall implement appropriate security measures consistent with best practices and otherwise ensure that appropriate technical and organizational means are in place to protect the Confidential Information against unauthorized or unlawful use, access or disclosure. The Parties agrees to notify the other Party immediately upon discovery of any unauthorized use, access or disclosure of Confidential Information or any other breach of this Agreement and to follow any directions given by the Party to whom the Confidential Information belongs in order to minimizing the effects of any such breach. The Parties shall not, without the prior written consent of the other Party, make any copies (including electronic or paper) of any Confidential Information or scan any Confidential Information or copies thereof into the other Party's electronic systems.
3. The Party's shall not use or reproduce the Confidential Information for any purpose other than the Purpose and shall not use or reproduce the Confidential Information for any other purpose for its own benefit, the benefit of any employee or officer of the Parties, or the benefit of any third party.
4. The Parties agree not to disclose Confidential Information other than to its employees who have a need to know the Confidential Information for the Purpose and only where such employees are bound, in writing, by a duty of confidentiality no less restrictive than this Agreement. The Parties shall advise such employees of the confidential nature of the Confidential Information, and shall require them to agree in writing to comply with the terms contained herein. The Parties shall be responsible for any breach of confidentiality by any of their respective employees. Without limiting any other provision of this Agreement, the Parties acknowledge and agree that the Purpose is confidential and each Party agrees that its respective employees may only contact specific employees or representatives of the other Party that have been identified, in writing, as designated contacts for purposes of this Agreement.
5. Upon request of the party to whom the Confidential Information belongs, each Party shall return to the other all Confidential Information or, in the case of CMHC's Confidential Information and at CMHC's option, destroy the originals and any copies of any of the Confidential Information within the possession or under the control of the Company, except where the Company is required by law to retain such information, and then only for so long as the Company is so obligated.
6. All Confidential Information shall remain the property of the originating Party and neither the execution of this Agreement nor the disclosure of any Confidential Information shall be construed as granting of any right in or license to any present or future Confidential Information other than as expressly set forth herein.
7. Notwithstanding the foregoing, the obligations of the Parties shall not extend to Confidential Information that the Party can establish by written evidence:
  - (a) is at the time of disclosure to the receiving party or thereafter becomes generally available to the public, other than as a result of a disclosure by the receiving party or any of the receiving party's representatives in breach of this Agreement;
  - (b) is or was received by the receiving party on a non-confidential basis from a source other than the disclosing party if such source is not known to the receiving party to be prohibited from disclosing the Confidential Information to the receiving party by a confidentiality agreement with, or a contractual, fiduciary or other legal obligation to, the disclosing party or the disclosing party's related parties;
  - (c) was known by the receiving party prior to disclosure under the Agreement if the receiving party was not subject to any contractual, fiduciary or other legal confidentiality obligation in respect

of such Confidential Information and such prior knowledge can be proven by written records in the receiving party's possession prior to such disclosure;

- (d) was independently developed by the receiving party, without reference to Confidential Information of the disclosing party; or
- (e) is required to be disclosed pursuant to an order of a court, administrative tribunal, governing agency or other regulatory authority having the power to compel the production of Confidential Information. Such disclosure shall be made only to the extent so ordered and provided that the party receiving such an order promptly notifies the disclosing party so that it may intervene in response to such order, or if timely notice cannot be given, seeks to obtain a protective order or other remedy from the court or government for such Confidential Information.

8. This Agreement will take effect as of the date first written above and will continue for a period of \_\_\_\_ ( ) years thereafter.
9. The Parties shall comply with all applicable legal requirements and, without limiting the generality of the foregoing, nothing in this Agreement shall be construed in a manner that would contravene the *Access to Information Act* (Canada) or the *Privacy Act* (Canada). For the purposes of access to information legislation, Confidential Information shall always be considered to be in the care and control of CMHC. The Company agrees that CMHC may suffer serious and irreparable harm in the event of any breach by the Company of this Agreement. The Company therefore agrees that, in addition to any other remedies available to it, CMHC is entitled to proceed immediately to court in order to obtain, and the Company shall consent to, interim, interlocutory and permanent injunctive relief to prevent continuing harm.
10. All notices required under this Agreement shall be in writing and shall be deemed to have been given upon personal delivery. Notices will be sent to the addresses indicated below unless written notification of change of address will have been given: (1) If to **CMHC**: 700 Montreal Road, Ottawa, Ontario, K1A 0P7, Attention: **[ATTENTION]**, and (2) If to the **Company**: **[ADDRESS]**, **[ATTENTION]**.
11. This Agreement shall be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein. Any proceedings initiated with respect to this Agreement shall be initiated in the province of Ontario, provided that this Section shall not prevent any Party from seeking injunctive relief in another jurisdiction.
12. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement.
13. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes any and all prior agreements, discussions or understandings, whether oral or written, pertaining to such subject matter. No amendment or waiver of any provision of this Agreement shall be binding unless made in writing and signed by the Party against whom enforcement is sought. No single or partial exercise of any right or remedy under this Agreement shall preclude any other or further exercise of any other right or remedy in this Agreement or as provided at law or in equity. Rights and remedies provided in this Agreement are cumulative and not exclusive of any right or remedy provided at law or in equity. The Agreement shall not be assigned in whole or in part by the Parties hereto.



14. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Counterparts may be executed either in original or in scanned PDF form and the parties may adopt any scanned PDF signatures received by email as original signatures of the Parties; provided, however, that any Party providing its signature in such manner will promptly forward to the other Party an original of the signed copy of this Agreement which was so scanned.

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

**(COMPANY NAME)**

Signature: \_\_\_\_\_

Name:

Title:

Signature: \_\_\_\_\_

Name:

Title:

I/we have the authority to bind the Company

**CANADA MORTGAGE AND HOUSING CORPORATION (CMHC)**

Signature: \_\_\_\_\_

Name:

Title:

Signature: \_\_\_\_\_

Name:

Title:

I/we have the authority to bind CMHC