

REQUEST FOR PROPOSAL (RFP)
For
THE ADMINISTRATION OF PAYROLL SERVICES

Request for Proposal (RFP) No.: RFP 002687

Issued: June 26, 2024

Submission Deadline: 2:00 PM ET on August 7, 2024

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PART 1 – SUBMISSION INSTRUCTIONS

1.0 OBJECTIVE OF THIS RFP

With this RFP, Canada Mortgage and Housing Corporation (CMHC) is seeking prospective proponents to submit proposals to outsource the administration of its Payroll, the “Services”, to an organization with in-depth experience with Government agencies (such as Crown Corporations and/or other organizations with a public mandate), as further described in Section A and B of the RFP Specifications (Appendix C).

It is CMHC’s intention to enter into an agreement on a non-exclusive basis with the successful proponent. The term of the agreement resulting from this RFP is to be for a period of five (5) years, with an option to extend the agreement on the same terms and conditions for two additional terms, the first up to three (3) years and a second for up to two (2) years.

1.1 CMHC OVERVIEW

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.

Vendor Diversity and Inclusion: It is a priority for CMHC to employ a diverse and balanced workforce and suppliers. This is CMHC’s bold aspiration and the basis for our company strategy which outlines the actions that we are taking to address the issues that matter most to Canadians, such as climate change, reconciliation with Indigenous peoples, and anti-racism and equity. It guides our choices, our investment decisions, and the policies and programs we develop and implement. Importantly, our aspiration calls on all of us – governments, housing providers, not-for-profits, the private sector, and others – to seek out innovative ways to achieve housing affordability for all. Working together will be key to creating a truly inclusive society where everyone has the opportunity to thrive.

1.2 RFP CONTACT

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

Ryan Lemay, Senior Procurement Officer

rlemay@cmhc-schl.gc.ca

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

1.3 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

RFP Milestone	Date (2024)
Issue Date of RFP	June 26
Signature of Confidentiality and Non-Disclosure Agreement (“NDA”) Submission Deadline	July 5
CMHC to Provide Access via Kiteworks to a Virtual Data Room	July 8
Deadline for Questions	2:00 PM ET on July 12
Anticipated date for Issuing Addendum (response to proponent questions)	July 26
Submission Deadline of proposals	2:00 PM ET on August 7
Proponent Presentations	October 7 to 21
Evaluation Deadline	November
Anticipated Contract Negotiation Period	60 calendar days
Transition Period (“Implementation and Testing”)	January 2025 to December 2025
Anticipated Service Commencement Date (“Go live Date”)	January 1, 2026

The RFP timetable is tentative, 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 are encouraged to register with PSPC prior to submitting a proposal. The Procurement Business Number (“PBN”) provided by this registration can be included with the proponent’s proposal. If proponents are not registered and wish to do so, please access <https://canadabuys.canada.ca/en/support/register-our-sourcing-tools-professional-services>

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

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

Email Address: EBID@cmhc-schl.gc.ca (“Submission Location”)

The subject line of the transmission must state: Administration of Payroll Services, RFP-002687 and [company name].

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

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

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

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

1.5.3 PROPOSALS TO BE SUBMITTED ON TIME

Proposals must be submitted pursuant to Section 1.5.2 above and on or before the submission deadline:

- **2:00 PM ET on August 7, 2024 ("Submission Deadline")**

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

1.5.4 AMENDMENT OF PROPOSALS

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

1.5.5 WITHDRAWAL OF PROPOSALS

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

[End of Part 1]

PART 2 – EVALUATION, NEGOTIATION AND AWARD

2.1 STAGES OF EVALUATION AND NEGOTIATION

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

2.1.1 STAGE I – MANDATORY SUBMISSION REQUIREMENTS

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

2.1.2 STAGE II – EVALUATION

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

A. MANDATORY TECHNICAL REQUIREMENTS

CMHC will review the proposals to determine whether the mandatory technical requirements of the Deliverables, as detailed in Section I of the RFP Specifications (Appendix C), have been met. The mandatory technical requirements must be met (assessment on a pass/fail basis) before the rated criteria can be considered. Questions or queries on the part of CMHC as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Section 3.2.6 of Part 3. Only proponents who meet the mandatory technical requirements will move on to the next sub-stage 2.1.2 B.

B. RATED CRITERIA

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

2.1.3 STAGE III – PRICING

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

2.1.4 STAGE IV – PRESENTATION

Stage IV will consist of a presentation (the “Presentation”) by up to the top three (3) highest scoring proponents 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).

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 J and Section K:

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 proponent's ability to satisfy the requirement.	Excellent
7-8	<u>Above average description</u> provided of the proponent's ability to consistently meet key criteria. Minimal weaknesses and/or deficiencies could exist, but would not pose any significant risk to the proponent's ability to satisfy the requirement.	Very Good
5-6	<u>Average description</u> provided of the proponent's ability to meet key criteria. Minimal weaknesses and/or deficiencies could exist, but would not pose any significant risk to the proponent's ability to satisfy the requirement.	Good
3-4	<u>Weak information</u> was provided with only a <u>partial description</u> of the proponent's ability to meet the criteria. There are discrepancies and/or deficiencies that pose some risks to the proponent's ability to satisfy the requirement.	Fair
1-2	<u>Very limited</u> information was provided to assess the proponent's ability to meet the criteria. There are serious discrepancies and/or deficiencies that pose important risks to the proponent's ability to satisfy the requirement.	Unsatisfactory
0	<u>Little or no</u> information 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) Rate Criteria and (ii) Stage III Pricing will be added together, and the proponents will be ranked based on their total scores. Up to the top three (3) ranked proponent(s) will receive a written invitation to Stage IV Presentation.

The scores from (i) Stage II (B) RATED CRITERIA and (ii) Stage III PRICING of the written proposal accounts for 100% of the score. The scores from written proposal are independent of the Stage IV PRESENTATION SCORE (not combined, weighted or averaged).

Only up to the top three (3) ranked proponents will move on to the next Stage IV PRESENTATION.

After completion of Stage IV PRESENTATION, the proponents will be ranked based on their total presentation scores.

The presentation stage will account for 100% of the score. Both stages will be independent of one another (not combined, weighted or averaged).

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 proponent with the higher overall score for technical rated criteria will be selected as the top-ranked proponent. In the event the overall score for technical rated criteria is tie, the proponent with the highest score for the presentations will be selected as the 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 English or French.

3.1.3 NO INCORPORATION BY REFERENCE

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

3.1.4 REFERENCES AND PAST PERFORMANCE

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

3.1.5 INFORMATION IN RFP ONLY AN ESTIMATE

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

3.1.6 PROPONENTS TO BEAR THEIR OWN COSTS

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

3.1.7 PROPOSAL TO BE RETAINED BY CMHC

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

3.1.8 TRADE AGREEMENTS

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

3.1.9 NO GUARANTEE OF VOLUME OF WORK OR EXCLUSIVITY OF CONTRACT

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

3.2 COMMUNICATION AFTER ISSUANCE OF RFP

3.2.1 PROPONENTS TO REVIEW RFP

Proponents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions, pursuant to Section 1.2 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 CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

The confidentiality and Non-Disclosure Agreement is included as Appendix E. Proponents must sign and return the Confidentiality and Non-Disclosure Agreement to the Contact person named in the RFP Section 1.2 to access Virtual Data Room.

3.2.3 VIRTUAL DATA ROOM

- (a) CMHC has established an electronic data room (the “Virtual Data Room”) at a secure website address for:
 - (i) the distribution of RFP Documents and where applicable Addenda;
 - (ii) the provision of various types of Disclosed Data for the proponents’ review (“Disclosed Data”);
 - (iii) where applicable a questions and answers module for the receipt of questions from proponents and the posting of responses to questions may be established.
- (b) The Virtual Data Room will be accessible to Proponents, that have submitted a Signed Confidentiality and Non-Disclosure Agreement (“NDA”), on approximately the date set out in the Timetable. CMHC may add, delete or amend documents in the Virtual Data Room at any time.
- (c) Each proponent is solely responsible to ensure that:
 - (i) a list of individuals to whom they wish to grant access to the Virtual Data Room (Appendix E – Confidentiality and Non-Disclosure Agreement) is provided to CMHC. Each individual, identified by the proponent, will receive an email containing a link to set its password. It is incumbent upon every proponent to provide access to the representatives that they deem necessary. It is also incumbent upon every proponent to ensure that any individual who is granted access to the Virtual Data Room adheres to the RFP Documents, including maintaining confidentiality obligations;
 - (ii) it has the ability to access and download RFP Documents and Disclosed Data from the Virtual Data Room; and
 - (iii) it checks the Virtual Data Room frequently for the addition, deletion or amendment of RFP Documents, Disclosed Data and the posting of responses to questions and, at all times during the RFP Stage, keeps itself informed of and takes into account the most current RFP Documents, Disclosed Data and responses to questions.
- (d) At any time during Competitive Selection Process, CMHC reserves the right to remove access to any individual that CMHC, in its sole discretion, believes is not respecting the conditions set out in the RFP Documents.

3.2.4 ALL NEW INFORMATION TO PROPONENTS BY WAY OF ADDENDA

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

3.2.5 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.

3.2.6 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:

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.

Proponents should complete the pricing matrix attached as Annex 1 to the Appendix B following the instructions provided in the worksheet tab named “Instructions”.

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 pricing matrix is included as Annex 1 to this Appendix B.

APPENDIX B – ANNEX 1

PRICING MATRIX

APPENDIX C – RFP SPECIFICATIONS

A. SCOPE OF WORK

The successful Proponent will be expected to provide full payroll administration services, all related pension and benefit contributions, assume responsibility for all members' inquiries through a call centre, and provide a self-service web-based SaaS Solution (the "System") for CMHC employees to access their payroll-related information and data.

1.0 CMHC Employee Population & Payroll Statistics

Employee Population

The following is a summary of the payroll statistics at CMHC (26 pay periods), reflecting the following employee population by pay group as of December 31, 2023:

Pay Group	Pay Type	Pay Frequency	Number of Employees
Regular	Salaried	Bi-weekly (currently)	2,327
Contract	Salaried	Bi-weekly (lag)	150
Casual*	Hourly	Bi-weekly (lag)	154
Board	Lump sum	Quarterly	30
Terminated			2,800

*Number of casual employees varies throughout the year with peaks of up to approximately 300 employees.

Terminated employees require access to update direct deposit and to such documents as tax slips and earning statements.

1.1 SERVICES TO BE PROVIDED

CMHC is requesting proposals for the outsourcing of its payroll administration services, the "Services", from Proponents with extensive experience working with Government agencies, such as Crown Corporations and/or other organizations with a public mandate.

Currently, CMHC outsources these Services for its active, inactive and terminated employee population as well as its Board members.

Additionally, CMHC may need the ability to include subsidiary organizations as the need arises. The implementation of the selected solution must be completed no later than December 1, 2025.

CMHC wishes to partner with a proponent with a strong commitment to diversity, equity, and inclusion (DE&I) as well as environmental sustainability.

CMHC is seeking comprehensive payroll outsourcing support services that encompass the following, but not limited to:

Payroll Administration

- Assume responsibility for all employee, and Board members payroll administration and payroll related services, in a timely manner, including:
 - Administering the complete, error-free, 'Gross to Net Pay' payroll for all salaried and hourly employees for approximately 2,800 employees
 - Ensuring payment of employees and Board members according to CMHC prescribed pay cycles ensuring that pay delay requirements, where employees are paid current, contract and casual employees 2-weeks in arrears, and Board members quarterly, are met
 - Calculation of all statutory deductions, contributions and federal and provincial income tax and other statutory deductions and payroll related activities (i.e. Record of Employment, pension, benefits, supplemental plan, etc.)
 - Managing payments to Government for the purpose of remitting required statutory deductions, ensure required reporting and other related payroll activities are completed in within an established timeline
 - Providing charge registers and General Ledger reports, and other payroll related reporting as required
 - Producing and delivering EFT/Direct Deposit and/or cheques
 - Ensuring that funding is provided in a specified account and stop payments, recalls, cancelled cheques, bank reconciliations and stale dated cheques are managed
 - Providing training and support to CMHC payroll administration team
 - Providing payroll administration services according to the terms of Collective Agreement(s)
 - Providing services in both official languages (English and French)
- Processing of:
 - Employee pay related transactions throughout employee lifecycle with CMHC (from new hire to termination and/or retirement)
 - Various payments such as allowances, incentive awards, salary adjustments, severances, pension contributions, taxable and non-taxable earnings and benefits
 - Payroll transactions and remittances, including balancing and reconciling transactions, as well as performing calculations such as retros, arrears and other required validations and verifications
 - Government inquiries, audits and reconciliations, providing required data, analysis and documentation

- Required filings including year-end filings, producing required tax forms, summaries and reports as well as other related payroll activities, as identified (could include all provincial, territorial and out-of-country mandatory requirements)
- Payroll related changes such as leaves, maternity top ups, pension contribution changes,
- HRIS and payroll interface files at specified frequency
- Interface file for each applicable employee group at specified frequency
- Project management of annual year-end changes and processing of all applicable system updates

Payroll Systems Solution

The selected proponent will provide a self-serve web-based SaaS Solution (the “System”) for CMHC employees to access their payroll-related information and data. The System will meet the following, but not limited to:

- Data must reside in Canada
- Provide all services and systems in both of Canada’s official languages (English and French). Including user interface and employee payroll and income tax related documentation. For technical administrative purposes it is sufficient to support a single official language.
- The System must be hosted on the Proponent's infrastructure. Absolutely no components will require hosting or installation on CMHC infrastructure.
- With the exception of mobile apps on end user devices.
- The System must be compliant with the latest Web Content Accessibility Guidelines (WCAG) and accessible at a minimum on the following web browsers: Safari, Microsoft Edge, Google Chrome.
- The System will be a turnkey, best in class, cloud-based, payroll systems solution able to:
 - assume responsibility for all data accuracy
 - maintain employee information current and up to date, the proponent must access and pick-up interface files from CMHC’s current solution (KiteWorks).
 - receive updates via manual/automated processes and file uploads
 - provide security controls set out in Appendix D - Form of Agreement
 - provide CMHC end users with access to the proponent’s System using Single sign-on (SSO)
 - provide roles based access control and multi-factor authentication to control access to data and user configuration
 - upload historical payroll data, maintain payroll information for reporting and audit purposes and regulatory compliance
 - respond to inquiries through a call-centre – via telephone and electronically, including email and virtual chat, in both official languages (English and French)
 - provide an employee self-service portal where employees (active, inactive and terminated), and Board members will be able to access their payroll-related information and data and make updates to personal information for such things as (i.e. direct deposits, tax forms, etc.)
 - provide role-based view access to payroll administration web-based portal for CMHC operations team to view data, securely exchange case information and retrieve reports (i.e. SOC)
 - accept special payment requests and produce third-party cheques, as required
 - ensure compliance will all applicable Federal, Provincial and Territorial legislation and CMHC programs
 - provide ongoing system and user support
 - while not required at this time, the System should support API capabilities.

- Import and export data securely to CMHC HR and Finance systems, and other third-party payroll, benefits and pension related service providers, as required, to effectively run timely, and accurate payroll, according to CMHC directives and guidelines (Appendix I)
- The proponent must validate input data from interface files, manual loads and any payroll process related web-based tools
- Have internal controls as set out in the Form of Agreement to safeguard employee information and ensure continuity of business, while ensuring compliance with all Federal, Provincial and Territorial legislation and CMHC programs.

Employee Services

- Maintaining employee (active, inactive, and terminated) information current and up-to-date
- Employee record management
- Processing of employee life-cycle events from new hire to post termination (i.e. severance, incentive payments,)
- Supporting new hires, payroll processes enhancement, and/or changes as required
- Provision of pay slips and other payroll related documents (i.e. T4s, RL1s) and access to provincial forms
- Direct interaction with employees (active, inactive and terminated) to provide support and follow-up, in both official languages, on required payroll and taxable earnings information in all Canadian time zones
- Provision of the aforementioned employee self-service portal
- The selected proponent will provide services according to pre-established Service Level Agreements set out in Appendix D Form of Agreement.

THE DELIVERABLES

The selected proponent must provide all the Services described in this Statement of Work and any other Services required by CMHC that are within scope of this RFP and agreed to by CMHC and the selected Proponent.

The Proponent must include a detailed description of the services to be provided for the administration of CMHC's Payroll.

B. WORK LOCATION

The work will be performed at the selected proponent's place of business. Online meetings will be used for implementation and additional system configurations.

C. 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.

D. SECURITY

Employees of the proponent and, if applicable, subcontractors may be required to undergo a criminal records check and/or hold a valid personnel security screening at the level of **RELIABILITY** prior to

commencement of any work under the Agreement and must provide the results of the check to CMHC's corporate security department.

CMHC reserves the right to disallow any person to carry out work under the Agreement on the basis of the results of the criminal records check/security clearance. Each of the proponent's proposed staff or subcontractors, who do not hold a valid clearance, will be required to complete a "Security Clearance Form" (67934) upon request from CMHC.

E. CMHC DATA

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

Data at rest and in transit shall be protected and encrypted at all times. If CMHC data is being accessed/ transmitted outside Canada, encryption-during-transit details should be provided to CMHC, including all geographical locations/countries where it is possible for the encrypted traffic to transit in.

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

The proponent must show validation they have security controls in place to safeguard data up to and including Protected B.

Protected B information includes information that if compromised could cause significant injury, such as significant financial loss, identity theft, loss of reputation or competitive edge, to an individual or CMHC.

F. MATERIAL DISCLOSURES

Restricted Parties

As a result of their involvement in the Project, the persons named below as "Restricted Parties", their employees, and any of their advisors or representatives engaged in respect of this Project and any person controlled by, that controls or that is under common control with the Restricted Parties (each an "Restricted Party's Affiliate") are not eligible to participate as a proponent or to be communicated with:

- (a) Mercer (Canada) Limited

CMHC may amend the Restricted Parties list from time to time during the RFP Stage.

G. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix A)

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

2. Pricing Form (Appendix B)

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

3. Privacy and Security Controls Questionnaire (Appendix H)

Each proposal must include a Privacy and Security Controls Questionnaire (Appendix H) completed according to the instructions contained in the form.

4. CMHC Business Continuity and Disaster Recovery Attestation Form (Appendix G)

Each proposal must include a CMHC Business Continuity and Disaster Recovery Attestation Form (Appendix G) completed according to the instructions contained in the form.

H. MANDATORY TECHNICAL REQUIREMENTS

The Mandatory Technical Requirements (MTR) 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 Annex 1 to this Appendix C.

I. PRE-CONDITIONS OF AWARD

A proponent invited to enter into direct contract negotiations should be prepared to: (i) satisfy the pre-conditions of award listed in this Section G. If the pre-conditions of award are not satisfied 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.

A) Security Clearance Verification of Proposed Resources

In accordance with Appendix C, Section B. 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

B) Proof of Insurance

In accordance with Article 21 (Insurance) outlined in Appendix D – Form of Agreement, the selected proponent shall procure and maintain, at its own expense, insurance coverage in force for the duration of the Agreement, as evidenced by the Certificate of Insurance.

The selected proponent shall furnish CMHC with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by Article 21) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to CMHC before work begins. CMHC reserves the right to require certified copies of all insurance coverage and endorsements.

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

J. RATED CRITERIA

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

Rated Criteria Category	Weighting (%)
R.1 Technical Requirements	20
R.2 Functional Requirements	20
R.3 File & Reporting Requirements	10
R.4 Credentials, Service, Value Requirements	15
R.5 Implementation & Future Plans	10
Stage III - Pricing (See Appendix B for details)	25
Total	100%

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 below. Minimum font size 11.

The Rated Criteria are outlined Annex 2 to this Appendix C.

K. 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 and use cases, 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 and use cases that they will be required to address in their Presentation. The Presentation will be held via video conferencing.

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

Presentation Rated Criteria		Weighting (%)
1.0	Introductions/account management	10
2.0	Live demo – Employee Self-Service Website	20
3.0	Live demo- Payroll Administrator Website	25
4.0	Customer Support & Services	20
5.0	Transition and implementation	15
6.0	Pre-defined CMHC question Review	5
7.0	Open dialogue on the execution of this project and Question & Answer	5
Total		100

It is to be noted that the stage of written proposals accounts for 100% of the score and the presentation stage will account for 100% of the score. Both stages will be independent of one another (not combined, weighted or averaged).

L. REFERENCES

Each proponent must provide three (3) references from clients who have obtained comparable goods or services to those requested in this RFP from the proponent in the last three (3) year. Proponents must complete the References Form included as Appendix F of this RFP according to the instructions contained in the form.

Before Stage IV Presentation of the evaluation process, CMHC may contact the references of the top three (3) scoring proponents as per Section 3.1.4 References and past performance (Part 3 -Terms and Conditions of the RFP Process). The references provided must be deemed successful by CMHC. If the proponent fails, such reference check it may be disqualified from further consideration.

APPENDIX C – ANNEX 1 – MANDATORY TECHNICAL REQUIREMENTS

APPENDIX C – ANNEX 2 – RATED REQUIREMENTS

APPENDIX D – FORM OF AGREEMENT

CMHC SERVICES PURCHASE AGREEMENT

CMHC FILE No. [NUMBER]

THIS AGREEMENT (“Agreement”) is effective as of _____, 2025 (the “Effective Date”)

BETWEEN:

CANADA MORTGAGE AND HOUSING CORPORATION

[ADDRESS]

(Hereinafter called "CMHC")

- and -

FULL LEGAL NAME OF CONTRACTOR

[ADDRESS]

(Hereinafter called the "Contractor")

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

Recitals

WHEREAS, the Contractor is in the business of marketing and offering outsourcing services for payroll administration as further defined in Schedule A (the “Services”);

WHEREAS, CMHC wishes to procure the Services from the Contractor pursuant to the Contractor’s selection following procurement process RFP No. 002687, and the Contractor is willing to perform such Services under the terms and conditions of this Agreement;

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

Article 1. Definitions

Section 1.01 Definitions

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

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

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

CMHC Information means any and all information or data of a confidential nature in any format that is made available, directly or indirectly, to the Contractor, or which the Contractor or Contractor Personnel acquire in the course of its performance of the Service.

CMHC Information also includes but is not limited to all personal information that is in the care or control of CMHC, or is managed, accessed, collected, used, disclosed, retained, received, created or disposed of in relation to the provision of the Services, whether or not it is marked as confidential.

CMHC Property means as defined in **Error! Reference source not found..**

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

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

Deliverables means deliverables as defined under SCHEDULE A

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

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

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

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

Personal Information means information about an identifiable individual or other information that is subject to Canadian privacy Laws. Personal information to be disclosed under this Agreement may include but is not limited to: employee number, Responsibility Centre number, employee name, preferred language of correspondence, Social Insurance Number, pay scale (employee level), tax province, province of residence, address (residence), personal tax exemption, employee insurance indicator, hire date, date of birth, banking information, employment category (regular, contract, casual, pensioner), hours (standard, variable).

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

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

Term means the Initial Term and any Extension Term collectively.

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

Article 2. Services

Section 2.01 Description of Services

The Contractor covenants and agrees to provide outsourcing services for payroll administration as described in Schedule A (the "**Services**").

Article 3. Representations and Warranties

Section 3.01 Contractor's Representations and Warrantees

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

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

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

Article 4. Term and Termination

Section 4.01 Term

- (a) This Agreement shall come into effect as of the Effective Date and shall continue until its expiration or termination in accordance with the terms and conditions hereof.
- (b) The term of the Agreement shall be for a period of five (5) years commencing on _____ (the "Service Start Date") and ending on _____ (the "Initial Term").

Section 4.02 Renewal

This Agreement may be extended in writing, at the sole option of CMHC, for an additional two (2) renewal terms, the first for three (3) years and the second for two (2) years (the "Renewal Term"), not to exceed a cumulative total of ten (10) years including the Initial Term. The Initial Term and any Renewal 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 thirty (30) 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 Choose an item. calendar days' 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 0, or terms related to Conflict of Interest under **Error! Reference source not found.**, Confidentiality and Privacy under 0, Information Assets and Intellectual Property under 0, 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 twelve (12) 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 at the rate specified in the Agreement or, if not rates are specified, at the Contractor’s standard rates. 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 5. Price and Payment

Section 5.01 Pricing

In consideration of the performance of the Services, CMHC agrees to pay the Contractor an amount based on the Contractor's rates attached as SCHEDULE B of this Agreement. CMHC’s total financial liability under the terms and conditions of this Agreement shall not exceed \$_____ 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.

(a) Pricing Stability

The Contractor acknowledges that it is important to CMHC to be able to continue to access the Services after the Initial Term. The Contractor accordingly offers to continue to provide the Services at reasonable annual rates and on all of the other terms and conditions set out in this Agreement, subject to execution by the Parties of a formal Renewal Term(s) therefor.

For each of the Renewal Terms that follow the Initial Term, the Contractor hereby offers annual rates that are the lesser of:

- i. the Contractor's then current published rates;
- ii. the previously contracted rates adjusted by the percentage difference in the Consumer Price Index (CPI) as determined by Statistics Canada, for the 12-month period immediately preceding the date on which the price change is to be effective;
- iii. 2% more than the annual rates provided to Canada in the preceding year under this Contract or under any extension entered into pursuant to this Article; and the Contractor's obligations under this Article shall survive termination or expiry of this Contract.

Section 5.02 Most Favoured Nation Clause

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

Section 5.03 Invoicing

- (a) The Contractor shall submit detailed invoices to CMHC for every phase and/or milestone completed during the Term, describing the Services provided during the period covered by the invoice and in accordance with the Purchase Order (PO).
- (b) Notwithstanding article 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.
- (c) CMHC will issue a Purchase Order (PO) for every purchase under this Agreement. All invoices must make reference to the PO number and this Agreement and shall be sent electronically to accountspayable@cmhc-schl.gc.ca.

Section 5.04 Verification of performance

Before advancing any amount to the Contractor, CMHC reserves the right to determine, in its sole and absolute discretion, whether the Services were performed in accordance with the terms and conditions of the Agreement. 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 5.06 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 5.07 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 5.08 Direct Deposit and Income Tax Reporting Requirement

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

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

Section 5.09 Withholding Taxes

NOTE: This clause is applicable to foreign contractors for service rendered in Canada.

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

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

Section 5.10 Payment Dispute

In the event of a payment dispute, CMHC shall deliver a written statement to the Contractor listing all disputed items and providing an explanation of each disputed item. Amounts not so disputed are deemed

accepted and must be paid, notwithstanding disputes on other items, within the period set forth in this Section. The parties shall seek to resolve all such disputes expeditiously and in good faith. The Contractor shall continue performing its obligations under this Agreement notwithstanding any such dispute.

Section 5.11 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 5.12 Compliance with Conflict-of-Interest Act

Any public office holder or former public office holder must be in compliance with the provisions of the *Conflict-of-Interest Act*.

Article 6. Confidentiality

Section 6.01 Confidentiality and Non-Disclosure of CMHC Information

- (a) The Contractor understands the sensitive nature of the CMHC Information and agrees to treat all CMHC Information as proprietary, confidential and sensitive during the Term and following termination of the Agreement, unless otherwise specifically agreed to in writing by CMHC.
- (b) The Contractor further agrees to restrict access to CMHC Information to those persons who have a need to know this information in order to perform the Services and who are bound by an obligation of confidentiality that is at least as strict as that contained in this Agreement provided such persons meet the appropriate security screening as per Government of Canada security screening classification prior to CMHC granting any such access. Where the Services are sensitive in nature, at the request of CMHC, the Contractor shall provide an Oath of Secrecy for each of its Contractor Personnel.
- (c) In the event that the Contractor experiences a breach of confidentiality with respect to the CMHC Information, the Contractor will immediately notify CMHC and co-operate with CMHC to the extent required to remedy the breach.
- (d) The Contractor acknowledges and understands that CMHC considers all CMHC Information to be under its custody and control at all times, and that all information in the care and control of CMHC is subject to federal laws on privacy and access to information.
- (e) The Contractor shall, at all times, ensure to transmit information between the Contractor and CMHC through secure means of transmission.
- (f) In addition, when CMHC Information is stored, the Contractor will, at all times, use reasonable administrative, physical and technological security measures to ensure that the information remains confidential where applicable, and that the information is not lost or otherwise accessed without authority, as further described in **Error! Reference source not found.** ("Privacy and Security Requirements") attached hereto. The Contractor will also implement information management and governance tools and controls, as further described in **Error! Reference source not found.**

The requirements of **Error! Reference source not found.** 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

Error! Reference source not found., the Contractor shall, to the extent the information contains Personal Information, comply with applicable Canadian privacy laws.

- (g) The Contractor shall conduct regular security assessments to ensure safeguards are working effectively.
- (h) The Contractor shall execute any further actions to enhance the security controls as may be reasonably required by CMHC.
- (i) The Contractor shall ensure all CMHC Information is encrypted while in transit and at rest at a minimum 128-bit encryption throughout the Term.
- (j) Any CMHC Information provided to the Contractor in the performance of the Services shall be returned, uncopied to CMHC or destroyed by the Contractor immediately following the termination of this Agreement or upon the request of CMHC. For documents not returned to CMHC, the Contractor shall proceed to the destruction of such documents in accordance with CMHC's reasonable instructions and provide specific proof under oath of their destruction. Notwithstanding the foregoing, the Contractor shall be permitted to maintain copies of such documentation as it reasonably requires in accordance with records retention or other regulatory requirements, provided that such retained documentation shall at all times remain subject to the other provisions of this Agreement.
- (k) Without limiting the generality of the foregoing, the Contractor shall not and shall ensure that any Contractor Personnel or any other entity engaged to perform any portion of the Services does not release, share or otherwise divulge CMHC Information to any other entity including subsidiaries, branch officers, partners of the Contractor or subcontractors without the prior written consent of CMHC.
- (l) The Contractor may disclose CMHC Information where required to do so pursuant to a lawful requirement or for the purposes of complying with a subpoena, warrant or other legal compulsion lawfully made by a court or other competent authority. When the Contractor discovers that it may potentially be required to disclose CMHC Information for the reasons described in the immediately foregoing sentence, the 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.
- (m) CMHC requires the Contractor Personnel and 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 criminal records check or hold a valid personnel security screening at the level required in writing by CMHC prior to commencement of any Services and must provide the results of the check to CMHC's corporate security department. CMHC reserves the right to disallow any person to carry out work under the Agreement on the basis of the results of the criminal records check/security clearance. Each of the Contractor's proposed staff, who do not hold a valid clearance, will be required to complete a "Security Clearance Form" (67934) upon request from CMHC.
- (n) This Agreement does not provide automatic security clearance and or access to CMHC's property to the Contractor or Contractor Personnel. Security clearance and /or access to the property will be granted, at CMHC's request and in accordance with CMHC's security requirements for the purpose of fulfilling its obligations as per the terms of this Agreement. CMHC reserves the right to refuse or revoke security clearance and / or access to property at any time.

- (o) The Contractor shall conduct regular security assessments, defined as SOC1, SOC2, ISO27017, ISO27018, ISO27036 and ISO27001 or equivalent to ensure safeguards are working effectively.

Section 6.02 Data Residency

- (a) CMHC Information to remain in Canada

The Contractor agrees that the CMHC Information shall always remain within Canada and be accessed 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.

- (i) The Contractor will not handle any CMHC Information outside Canada without the prior written approval of CMHC, which approval may be withheld by CMHC, in its sole discretion. Any approval granted pursuant to this section will relate only to the specific: (1) roles and the specific Contractor subcontractors (if applicable); (2) CMHC data; and (3) geographical parameters, in each case in respect of which such approval was granted.
- (ii) Approved locations
- (iii) For the purposes of this Agreement, the facilities set out in EXHIBIT 1 TO SCHEDULE E will be deemed the approved locations for the performance of the applicable Services set out in this Agreement or in a subsequent document connected to this Agreement for the Term of the Agreement. No other off-shore facility or location shall perform Services or handle CMHC data unless the Contractor has obtained CMHC's prior written approval and such location is added as a newly approved location via a duly executed amendment between the Parties. CMHC, shall in its sole discretion, dictate the conditions under which access shall be granted in such approved shore locations.

Section 6.03 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 0 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) Comply with such privacy measures as further described in Schedule E ("Privacy and Security Requirements"), attached hereto;
- (iv) 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;

- (v) 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;
- (vi) 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;
- (vii) 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;
- (viii) 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;
- (ix) 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
- (x) 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

- (xi) Upon becoming aware of the occurrence of any potential or confirmed security breach or privacy breach, the Contractor shall, at a minimum, and subject to Applicable Law:
- (xii) 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.
- (xiii) 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;
- (xiv) 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

- (xv) 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.
- (xvi) 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.
- (xvii) 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 6.04 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 calendar days (or such other period of time as may be agreed by the Parties) of the receipt of such *Access to Information Act* Request, forward that *Access to Information Act* Request to CMHC; and (c) without detracting from CMHC's responsibilities and The Contractor's rights under the *Access to Information Act*, reasonably cooperate with CMHC as necessary to enable CMHC to respond to each *Access to Information Act* Request or otherwise comply with the *Access to Information Act*.
- (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.

Section 6.05 Requests under the Access to Information Act

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

Article 7. Information Assets and Intellectual Property

Section 7.01 Ownership

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

Section 7.02 Assignment

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

Section 7.03 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 7.04 Further Actions

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

Section 7.05 Pre-Existing IP Rights

Each Party shall remain, the sole and exclusive owners of all right, title and interest in its Pre-existing IP. The Contractor hereby grants CMHC a license to any Pre-existing IP to the extent incorporated in, combined with or otherwise necessary for the use of the Intellectual Property for 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 7.06 No Disposition without Consent

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

Section 7.07 No Additional Rights in Works

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

Section 7.08 Corporate Identification and Branding

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

Article 8. 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 9. Contingency Planning

Section 9.01 Business Continuity Planning

The Contractor shall have in place comprehensive and annually tested Business Continuity and Disaster Recovery plans 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 EC) 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 10. Indemnification

Section 10.01 Indemnification

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

Section 10.02 Indemnification Procedure

If CMHC receives notice of the assertion or commencement of any Third-Party Claim, CMHC shall give the Contractor 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 10.03 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 10.04 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 11. Limitation of Liability

Section 11.01 No Limitation of Liability

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

Section 11.02 CMHC Liability Disclaimer

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

Section 11.03 No Consequential Damages

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

Article 12. Insurance Obligations

Section 12.01 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 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 Canada Mortgage and Housing Corporation)

Section 12.02 Commercial General Liability Insurance

The Contractor shall provide, maintain and pay for Commercial General Liability insurance with an insurer licensed to do business in Canada with a limit of not less than \$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, contractors liability, non- owned automobile, employer's liability, contractual liability and liability specifically assumed under this Agreement. CMHC shall be added to the policy as an additional insured and the policy shall contain cross liability, and severability of interest clauses.

Section 12.03 Technology Errors & Omissions Liability

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

Section 12.04 Professional Errors & Omissions Liability

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

Section 12.05 Fidelity Bond/Employee Dishonesty

The Contractor shall carry Fidelity Bond/Employee Dishonesty insurance in the amount of \$1,000,000, evidencing a third-party extension citing CMHC as beneficiary with respect to services performed under the contract. The bond is to provide thirty (30) days prior written notice of cancellation to CMHC. The

Contractor shall ensure that the policy is renewed continuously for a minimum period of two (2) years following the expiration or early termination of this Agreement.

Section 12.06 Automobile

The Contractor shall provide, maintain and pay for Automobile Liability Insurance in respect of vehicles that are required by law to be insured under a contract by a Motor Vehicle Liability Policy. The policy shall have limits not less than \$2,000,000 inclusive per occurrence for bodily injury, death, and damage to property, covering all vehicles owned or leased by the Contractor. Where the policy has been issued pursuant to a government-operated automobile insurance system, the Contractor shall provide CMHC with confirmation of automobile insurance coverage for all automobiles registered in the name of the Contractor.

Section 12.07 Computer Security and Privacy Liability / Cyber Liability

Computer Security and Privacy Liability with an insurer licensed to do business in Canada with a limit of not less than \$10,000,000 per claim and aggregate, covering actual or alleged acts, errors or omissions committed by the vendor, its agents or employees. The policy shall also extend to include the intentional, fraudulent or criminal acts of the vendor, its agents or employees. The policy shall expressly provide, but not be limited to, coverage for the following perils:

- i. unauthorized use/access of a computer system
- ii. defense of any regulatory action involving a breach of privacy or transmission of malicious code
- iii. failure to protect confidential information (personal and commercial information) from disclosure
- iv. notification costs, whether or not required by statute.

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

The Contractor shall be responsible for all claims expenses and loss payments within the policy deductible or self-insurance retention. If the policy is subject to an aggregate limit, replacement insurance will be required if it is likely such aggregate will be exceeded. Such insurance shall be subject to the terms and conditions and exclusions that are usual and customary for this type of insurance.

If this insurance is provided on a claims-made basis, the vendor 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 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.
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 12.08 Other Conditions

If there are material changes in the scope of Services provided under this Agreement, CMHC may request changes to the minimum insurance coverages set out above. All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the Contractor. All insurance

policies required to be maintained by 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 Contractor 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 sub-contractor 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 sub-contractor'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 sub-contractor 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 contract.

Article 13. Dispute Resolution

Section 13.01 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.

Article 14. General Terms

Section 14.01 Notice

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

(a) To CMHC at the following address:

Canada Mortgage and Housing Corporation

Att:

Title:

Address:

700 Montreal Road

Ottawa, Ontario

K1A 0P7

Phone:

Email:

(b) To the **Contractor** at the following address:

Att:

Title:

Address:

Phone:

E-mail:

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

Section 14.02 Further assurances

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

Section 14.03 Survival

Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: 0 Article 3. Representations and Warranties, 0 Article 6. Confidentiality, 0 Article 7. Information Assets and Intellectual Property, 0 Article 10. Indemnification, 0 Article 11. Limitation of Liability, 0 Article 12. Insurance Obligations, 0 Article 14. General Terms, or any provision which by its nature is intended to survive the termination of this agreement.

Section 14.04 Severability

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

Section 14.05 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 14.06 Remedies for non-compliance

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

Section 14.07 Cumulative remedies

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

Section 14.08 Waiver

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

Section 14.09 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 14.10 Successors and assigns

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

Section 14.11 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 14.12 Independence of the Parties

It is understood by the Parties that the Contractor shall act as an independent contractor for the purposes of this Agreement. 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 14.13 Contractor's Authority

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

Section 14.14 No Public Announcements

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

Section 14.15 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 14.16 Time is of the Essence

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

Section 14.17 Exclusivity

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

Section 14.18 No Third-Party Beneficiaries

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

Section 14.19 Choice of Law and Forum

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

The Contractor shall comply with all the laws applicable to the Services or the performance of this Agreement, as well as any sanction regimes, applicable to the Contractor, Services, or industry of work concerning the Contractor's business under Canadian law, whether in Canada or outside of Canada.

Section 14.20 Counterparts

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be 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 14.21 Force Majeure

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

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

Section 14.22 Headings

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

Section 14.23 Language

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

Section 14.24 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 extent of the inconsistency between the terms.

Section 14.25 Entire Agreement

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

IN WITNESS WHEREOF:

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

NAME OF CONTRACTOR

**CANADA MORTGAGE AND
HOUSING CORPORATION**

Signature

Signature

Name and Title

Name and Title

Date

Date

I have the authority to bind the Contractor.

SCHEDULE A – THE SERVICES

This Schedule A will be completed with the selected proponent.

SCHEDULE B – CONTRACTOR’S RATES

This Schedule B will be completed with the selected proponent.

SCHEDULE C – BUSINESS CONTINUITY MANAGEMENT ATTESTATION FORM

This Schedule C will be completed with the selected proponent.

SCHEDULE D – SERVICE LEVEL AGREEMENT**Performance Measures**

The categories outlined below reflect activities that can be measured quantitatively in terms of product quality and timeliness of delivery.

The data necessary to determine whether the performance standards have been met shall be measured monthly and reported to CMHC on a quarterly basis. Credits are calculated using the Performance Measures on a quarterly basis using the average of the three (3) months during the calendar quarter not to exceed 20% of overall cost. Credits will be reimbursed or applied on the fees over the following quarter.

Exclusions

The performance standards will not apply for periods of significant or unanticipated events impacting the Services (e.g., a major announcement affecting CMHC employees, substantive configuration/process change, etc.).

Service Feature	Segment Measurement	Performance Measures	Credits
Pay employees accurately	<ul style="list-style-type: none">Accuracy in pay processing of all employees and retirees	<ul style="list-style-type: none">99% of employees paid accurately per payroll group	<ul style="list-style-type: none">Reimbursement of 5% of the processing fee
Delivery of Employee Payroll	<ul style="list-style-type: none">Provide payment of employee payroll on time	<ul style="list-style-type: none">99.5% of payments to be delivered on time.	<ul style="list-style-type: none">10% of the processing fee
Reports and Interfaces	<ul style="list-style-type: none">Timely delivery of reports and interfaces to Third Party Providers	<ul style="list-style-type: none">98.5% of timely delivery and accuracy of reports to Third Party	<ul style="list-style-type: none">5% of the processing fee
Year end activities	<ul style="list-style-type: none">Process year-end activities including all tax forms and filling with government	<ul style="list-style-type: none">99.5% accuracy of tax forms completion and filling before deadline	<ul style="list-style-type: none">Reimbursement of 10% of the processing fee
Contact Center	<ul style="list-style-type: none">First Contact Resolution: call is considered resolved on the first call when the member is provided with	<ul style="list-style-type: none">80% of all calls and emails to be resolved on first contact. Total calls answered minus the	<ul style="list-style-type: none">5% of the processing fee

	information without the need for follow-up.	number of cases created that required a callback, divided by the sum of total calls answered	
Contact Centre	<ul style="list-style-type: none"> Acknowledgement of phone or email inquiry within 24 hours and resolution within 3 – 5 business days. 	<ul style="list-style-type: none"> 90% of the phone or email inquiries to be acknowledge within 24 hours and resolution within 3-5 business days. 	<ul style="list-style-type: none"> 5% of the processing fee

SCHEDULE E – 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 E** 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 0 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 E**, 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. The Contractor shall ensure that CMHC Information is stored in a data center located in Canada. Only the Contractor Personnel located in one of the approved locations in Exhibit 2 to Schedule E to the Agreement shall access CMHC Information to the extent permitted by Exhibit 2 to Schedule E and in accordance with the controls set forth in such Exhibit 2 to Schedule E. The Contractor

shall prevent access to CMHC Information by any Contractor Personnel and/or subcontractor personnel: (i) where such persons are located in countries other than those locations listed in Exhibit 2 to Schedule E to the Agreement and/or (ii) where such access goes beyond the scope and requirements of Exhibit 2 to Schedule E.

3. 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.
4. 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.
5. 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:

6. When not in use, PSDs containing CMHC Information will be stored in secure containers. This applies equally to backups of CMHC Information.
7. 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 E**. When not in use, printed documents containing CMHC Information will always be stored in secure containers.

Information Copying and Retention & Record Management:

8. 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).
9. Paper documents containing CMHC Information will be destroyed (shredded) in a secure manner before disposal. All electronic storage media used in the processing of CMHC Information, including all back-up, PSDs, photocopiers and other electronic media where CMHC Information has been electronically stored, will be sanitized or destroyed, in accordance with the latest communications security establishment standards for “Protected B” information when disposing of such media, or when return or destruction of CMHC Information is required pursuant to this Agreement.

10. 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 E**.

Privacy Program:

11. The Contractor shall ensure that it has appointed a Chief Privacy Officer (or equivalent) who is accountable for the Contractor's privacy program and compliance with its privacy requirements and who shall be promptly available to address privacy questions or concerns raised by CMHC.
12. The Contractor shall ensure it has implemented a privacy policy that addresses its compliance with privacy requirements under applicable privacy legislation.
13. The Contractor shall ensure it provides mandatory privacy awareness training and education to any individuals who may be involved in the delivery of services to CMHC under this Agreement. Such training must be periodically reviewed and updated, as required.
14. The Contractor shall conduct regular privacy assessments to ensure it is meeting its privacy requirements under applicable privacy legislation. Upon CMHC's request, these assessments will be made available to CMHC, and the Contractor shall address any gaps in its privacy program related to the performance of this Agreement as may be reasonably required by CMHC.
15. The Contractor shall assist CMHC, as reasonably required, in any Privacy Impact Assessment (PIA) or other similar privacy assessment undertaken by CMHC related to the services provided to CMHC under this Agreement.

EXHIBIT 1 TO SCHEDULE E – 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
2. Prior to granting access, the Data Custodian will ensure that every employee and every contractor engaged by the Contractor who accesses CMHC Information has agreed in writing to comply with confidentiality terms no less strict than this Agreement.
3. Acknowledge receipt of each data file received from CMHC pursuant to this Agreement, and maintain a register of all such files, containing the following information:
 - 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).
4. Maintain a register of all Identified Persons who have been granted access to the data files received from CMHC by the Contractor, containing the following information:
- a) File name and reference period;
 - b) Name of employee or/and contractors engaged by the Contractor to whom access is given;
 - c) Justification for access;
 - d) Name of delegated manager who authorized access and date of authorization; and
 - e) Start and end dates of period for which access is authorized.

EXHIBIT 2 TO SCHEDULE E - SERVICE LOCATIONS

1.1 Contractor Entities. The table set forth below details: (i) the Contractor entities that may perform an aspect of the Services under the Agreement; and (ii) the corresponding data access rights/needs of each Contractor entity.

Service Location (Name and Place)	Nature of Services	Data Type	Type of access	Contractor Personnel and subcontractors have obtained and are compliant with the security screening requirements of the Agreement (Yes/No)	Controls proposed by Contractor

Appendix E – Confidentiality and Non-Disclosure Agreement

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the “Agreement”) is made as of [], 2024 (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:

[], a corporation incorporated under the laws of [ONTARIO] whose address is at [] (hereinafter referred to as “the Company”)

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

WHEREAS CMHC wishes to discuss with the Company [insert brief description] (hereinafter the “Purpose”), and to do so it is necessary for the Company to receive or have access to certain Confidential Information (as defined below);

AND WHEREAS CMHC is willing to disclose, or permit the disclosure of, certain Confidential Information to the Company, 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 Company by CMHC in connection with the Purpose. It includes without limitation all information and data relating to CMHC or any of its clients or any other third party, 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 Company 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 Company agrees to hold all Confidential Information in trust and in the strictest confidence. The Company 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 and against accidental loss, destruction or damage. The Company agrees to notify CMHC 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 CMHC in order to minimize the effects of any such breach. The Company shall not, without the prior written consent of CMHC, make any copies (including electronic or paper) of any Confidential Information or scan any Confidential Information or copies thereof into the Company's electronic systems.

3. The Company 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 Company, or the benefit of any third party.
4. The Company agrees 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 Company 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 Company shall be responsible for any breach of confidentiality by any of their respective employees. Without limiting any other provision of this Agreement, the Company acknowledges and agrees that the Purpose is confidential, and the Company agrees that its employees may only contact specific employees or representatives of CMHC that have been identified, in writing, as designated contacts for purposes of this Agreement.
5. Upon request of CMHC and at CMHC's option, the Company shall return or 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 CMHC 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, Confidential Information may be disclosed by the Company solely to the extent required by court or regulatory order or as otherwise required by law or regulation; provided, however, that the Company notifies CMHC immediately upon learning of the possibility of any such requirement, to the extent such notification is legally permitted, and gives CMHC a reasonable opportunity to contest or limit the scope of such required disclosure, including application for a protective order or other remedy.
8. The Company shall comply with all applicable legal requirements and, without limiting the generality of the foregoing, nothing in this Agreement shall be construed in a manner that would contravene the *Access to Information Act* (Canada) or the *Privacy Act* (Canada). For the purposes of access to information legislation, Confidential Information shall always be considered to be in the care and control of CMHC. 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.

9. All notices required under this Agreement shall be in writing and shall be sent via e-mail to the addresses indicated below unless written notification of change of address will have been given:

(1) If to **CMHC**:

Name:
Title:
Phone:
Email: XX@cmhc-schl.gc.ca

(2) If to the **Company**:

Name:
Title:
Phone:
Email: **XX**

10. The Confidential Information shall retain its confidential nature and this Agreement and the terms of this Agreement shall survive termination of this Agreement and shall continue to apply to all Confidential Information, including following the return of any such Confidential Information.
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.

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

[LEGAL NAME OF THE COMPANY]

CANADA MORTGAGE AND HOUSING CORPORATION

Signature: _____
Name:
Title:

Signature: _____
Name:
Title:

Signature: _____
Name:
Title:

Signature: _____
Name:
Title:

I/we have authority to bind the Company.

I/we have authority to bind CMHC.

Appendix F – Reference Form

1. INSTRUCTIONS ON HOW TO COMPLETE REFERENCE FORM

Each proponent must provide three (3) references from clients who have obtained comparable goods or services to those requested in this RFP from the proponent in the last three (3) years demonstrating the proponent’s past performance or conduct on previous contracts with CMHC or other institutions.

Proponents should complete the reference details below. The Proponent certifies that, to the best of its knowledge, the information it has provided in this Reference Form, is complete and accurate.

2. REFERENCE FORM

Reference #1	
Client Name:	
Contact Person, Email and Phone Number:	
Description of the services provide and relevance to the present requirements:	
Awarded Contract Cost:	
Awarded Contract Effective date and term duration:	

Reference #2	
Client Name:	
Contact Person, Email and Phone Number:	
Description of the services provide and relevance to the present requirements:	
Awarded Contract Cost:	
Awarded Contract Effective date and term duration:	

Reference #3	
Client Name:	
Contact Person, Email and Phone Number:	
Description of the services provide and relevance to the present requirements:	
Awarded Contract Cost:	
Awarded Contract Effective date and term duration:	

Appendix G – CMHC Business Continuity and Disaster Recovery Attestation Form

PART A

Company Name: XXXXXXXX

Contract #: XXXXXXXX

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

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

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

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

If the above response is 'No', please provide justification:

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

Executive Officer Name (Printed): _____

Executive Officer Title (Printed): _____

Signature Executive Officer: _____

Date: _____

PART B

Validation (to be completed by CMHC)

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

Compliant (All CMHC requirements are met)

Non-Compliant (Some CMHC requirements are met)

Target Date for Compliance: _____

Completed by CMHC BCM Lead (or delegated authority)

CMHC BCM Name (Printed): _____

CMHC BCM Title (Printed): _____

Signature BCM Lead: _____

Date: _____

Appendix H – Privacy & Security Controls Questionnaire

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

		How do you maintain a history of Personal information sharing – including dates and categories of information transferred, to whom and where it was transferred, and the purpose?	
		1.7 Global Compliance: Do you adhere to other jurisdictional privacy laws (e.g., GDPR, CCPA)? Provide evidence or certifications of compliance.	
2.	Identifying Purposes	2.1 Purpose Determination & Documentation: Describe the processes and criteria your organization uses to determine and document the purposes for which personal information is collected, used, or disclosed.	
3.	Consent	3.1 Obtaining Consent: Describe how you obtain consent for the collection, use, or disclosure of personal information. Include processes for both implicit and explicit consents.	
4.	Limiting Collection	4.1 Data Minimization: Describe your measures to ensure that only the necessary personal information is collected.	
5.	Limiting Use, Disclosure, and Retention:	5.1 Use & Disclosure: How do you ensure personal information is only used or disclosed for the purposes initially intended?	
		5.2 Retention and Storage: Explain your retention policies, processes, schedule, and monitoring.	

		<p>5.3 Secure Disposition:</p> <p>How do you securely return, dispose of, destroy or de-identify personal information that is no longer required?</p>	
6.	Accuracy	<p>6.1 Data Quality:</p> <p>Describe how you ensure the personal information you hold is accurate, complete, and up-to-date.</p>	
7.	Safeguards	<p>7.1 Security in Privacy Policies:</p> <p>The organization's privacy policies (including any relevant security policies), address the security of Personal Information.</p>	
		<p>7.2 Protection Measures:</p> <p>Describe the technical, physical, and administrative security measures protecting personal information. Please detail mechanisms such as:</p> <ul style="list-style-type: none"> - Biometrics - Firewalls & Intrusion detection systems - VPNs - Session time-out securities - Data encryption methods - Audit trails 	
		<p>7.3 Security Assessments:</p> <p>Explain how you meet security controls for up to and including Protected A or B as per Government of Canada standards, such as or equivalent to:</p> <ul style="list-style-type: none"> - ISO27001:2013 - ITSG-33 	

		<ul style="list-style-type: none"> - SOC 1 Report - SOC 2 Report - CSEA 3416 - SSAE 18 <p>Alternatively, if you are using a third-party provider to manage your network (such as Bell Canada or Rogers or Microsoft), SOC reports are available through your provider and will satisfy this requirement.</p>	
		<p>7.4 Logical Access to Personal Information:</p> <p>Explain how Logical access to Personal Information is restricted by procedures that address the following matters:</p> <ul style="list-style-type: none"> a) Authorizing and registering internal personnel and individuals; b) Identifying and authenticating internal personnel and individuals; c) Making changes and updating access profiles; d) Granting privileges and permissions for access to IT infrastructure components and Personal Information; e) Preventing individuals from accessing anything other than their own personal or sensitive information; f) Limiting access to Personal Information to only authorized internal personnel based upon their assigned roles and responsibilities using techniques such as access management, de-identification ; g) Distributing output only to authorized internal personnel; h) Restricting logical access to offline storage, backup data, systems, and media; i) Restricting access to system configurations, super user functionality, 	

	<p>master passwords, powerful utilities, and security devices (for example, firewalls); and</p> <p>j) Preventing the introduction of viruses, malicious code, and unauthorized software.</p> <p>k) Preventing co-mingling of personal information collected from this initiative with that of other organizations.</p>	
	<p>7.5 Physical Access Controls:</p> <p>How physical access to Protected A or B information is restricted</p>	
	<p>7.6 Environmental Safeguards:</p> <p>Explain how personal information, in all forms, is protected against accidental Disclosure due to natural disasters and environmental hazards.</p>	
	<p>7.7 Incident Management:</p> <p>Does your organization have an incident management policy and process that includes defined processes for problem identification, risk mitigation, remediation, and timely notification to CMHC upon discovery?</p> <p>Have you had any data breaches (material breaches with a risk of harm and that were reported to TBS or OPC) in the past 24 months? If so, provide details on the incident and corrective measures taken.</p>	
	<p>7.8 Data Residency</p> <p>Do you have the infrastructure to store Personal Information collected as part of the CMHC initiative inside Canada? Protected Information must reside in Canada at all times.</p>	
	<p>7.9 Testing Security Safeguards</p>	

		How do you test the effectiveness of the key administrative, technical, and physical safeguards protecting Personal Information are conducted periodically including a Threat and Risk assessment (TRA) Penetration testing, or similar security assessment.	
8.	Openness	<p>8.1 Policy Availability:</p> <p>Can you ensure that 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. Please share them with CMHC.</p>	
9.	Individual Access	<p>9.1 Access & Correction:</p> <p>Describe the process for individuals to access their personal information in your organization and correct inaccuracies.</p>	
10.	Challenging Compliance	<p>10.1 Complaints Process:</p> <p>Describe the process in place for individuals to challenge your organization's compliance with privacy principles.</p>	

Appendix I – CMHC Internal Directives

The documents in this Appendix will be provided, in accordance with Section 3.2.3, following the receipt of a signed Confidentiality and Non-Disclosure Agreement from the Proponent.