



Condominium
Authority of
Ontario

Request for Services (RFS)

Condominium Authority of Ontario

RFS No 02-20260817

Strategic Planning Services

P.O. Box 69038, RPO St. Clair Centre

Toronto, ON M4T 3A1

Issue date: August 17, 2026

Closing date: August 31, 2026, on or before noon EST

Issue Entity: Condominium Authority of Ontario

Contact:

Heta Pandya

Manager Finance & Controller

RFSresponse@condoauthorityontario.ca

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1. Introduction

1.1 Invitation

This RFS is intended to contract with a service provider who can support the Condominium Authority of Ontario (CAO) with developing its next Strategic Plan.

1.2 Background Information about the CAO

The CAO is a delegated administrative authority responsible for the administration of delegated provisions of the Condominium Act, 1998 and corresponding regulations. The CAO is also responsible for the operations of the Condominium Authority Tribunal (CAT) which has authority to resolve prescribed disputes.

The CAO aims to protect consumers and support condominium living by providing the following services and resources for condominium buyers, owners, directors and managers across the province of Ontario:

- Information services and educational resources to help condo buyers and owners understand their rights and responsibilities;
- Online resources, tools and guided steps to help condo communities resolve common issues and disputes collaboratively;
- Accessible and cost-effective online dispute resolution service through the CAT;
- Mandatory training for condo directors to help them understand their oversight and legal obligations;
- Easy to navigate condominium returns system to allow corporations to file and update key information; and
- An online searchable public Condo Registry containing information on every condo corporation in Ontario.

For more information about CAO, please visit www.condoauthorityontario.ca.

2. Scope of Services

2.1 Overview

The CAO requires the services of a qualified vendor to support the development and design of the CAO's next Strategic Plan (the "Strategic Plan"). The engagement will be conducted in collaboration with the CAO's Board of Directors (the "Board"), the Executive

Leadership Team (ELT), and such staff and external stakeholders as the CAO may identify.

The vendor is expected to bring an independent, experienced, evidence-informed perspective; to facilitate rather than direct the CAO's strategic choices; and to support the development and design of a plan that is proportionate to the CAO's size, statutory mandate and operating context as a not-for-profit delegated administrative authority.

2.2 Project Timeline

The strategic planning engagement is expected to commence in **September 2026** and conclude with the submission of the final Strategic Plan, ready for Board consideration and approval by **August 2027**.

2.3 Required Services

A successful vendor may be required to provide the following services:

Framework for Strategic Planning

- Develop a framework for CAO Strategic Planning, that will provide structure and act as a guide through the Strategic Planning process for the Board, ELT and other stakeholders as needed. Framework should include phases, inputs and methodology for decision making.

Discovery and organizational understanding

- Engage the Board and the ELT to develop a working understanding of the CAO's statutory mandate, corporate governance structure, service delivery model, funding model and current strategic plan and organizational goals and performance, including existing and anticipated risks.
- Review foundational corporate documentation provided by the CAO, including the Administrative Agreement and applicable memoranda of understanding with the responsible, Ministry, By-laws and governance policies, the current and previous Strategic Plans, annual business plans and budgets, annual reports, and relevant operational and performance reporting.

Research

- Conduct specific research identified by the Board or ELT that supports the strategic planning process. Examples may include:
 - Best practices in strategic plans and KPIs relevant to the CAO context;
 - Sector and market conditions in the condominium sector;
 - Trends in consumer protection, client service, digital services and tribunal processes; and

- Workforce trends relevant to the CAO context;
- Identification of experts from the sector who could participate in the strategic planning process; and
- Working with the CAO team, identify data that would be helpful in supporting strategic planning discussions.

Facilitation

- Design the working sessions for the Board, ELT or others, including preparation of agendas, pre-reading materials, facilitation guides and session output.
- Facilitate discussions with the Board, ELT and potentially external stakeholders on topics such as:
 - CAO's mission, mandate, vision and value statements, having regard to the CAO's statutory mandate as prescribed under the Condominium Act, 1998 and associated regulations; identify any changes or amendments.
 - The CAO's long term strategic vision; for example, a “North Star” to achieve in the next decade;
 - Strategic objectives for the new strategic plan, including supporting initiatives, key performance indicators and road map for delivery

Reporting

- Provide a written report(s) summarizing, for example, the outputs of different phases, engagement undertaken, the discussions held, the outcomes and decisions reached and recommended next steps.

Drafting

- Provide a draft(s) Strategic Plan document for review and input by ELT and the Board.
- Provide a final Strategic Plan, incorporating feedback from the Board and ELT, suitable for approval by the Board and for publication to the CAO's stakeholders and the Ministry.

3. RFS Timelines

The timeline for selection will be as follows:

Activity	Timeframe*
CAO Issues RFS	August 17, 2026
Deadline for Questions (by noon EST)	August 24, 2026

Proposal Submission Deadline (by noon EST)	August 31, 2026
Proposal Evaluation Period	September 1-8 to September 8, 2026
Notification to finalist(s)	September 10, 2026
Potential presentation to Committee	September 15, 2026
Decision/Notification	September 18, 2026

*All timelines are tentative and may be changed by CAO at its sole discretion.

4. Terms and Conditions for the RFS Process

4.1 Submission Inquiries

All inquiries must be submitted electronically to the CAO no later than noon EST on **Monday, August 24, 2026**. Please submit inquiries to the attention of:

Heta Pandya
Manager Finance & Controller
RFSresponse@condoauthorityontario.ca

4.2 Submission Instructions

All submissions must be submitted electronically in PDF Format to the CAO no later than noon EST on **Monday, August 24, 2026**. Please submit to the attention of:

Heta Pandya
Manager Finance & Controller
RFSresponse@condoauthorityontario.ca

It is the responsibility of the Vendor to ensure that the submission is received by the time and date specified. By submitting a response to the proposal, the Vendor acknowledges that:

- They are sufficiently experienced, properly qualified, equipped, staffed, organized, and financed to provide strategic planning services to the CAO pertaining to the scope of its operation.
- They will not engage in any billable work on behalf of the CAO without express written approval following the provision of a cost quotation and time estimate for completion.

4.3 Evaluation Process

The evaluation process consists of a review of the mandatory requirements and the point rated requirements. Mandatory requirements are not assigned a point score. All Vendors must meet the mandatory requirements before proceeding to the point rated evaluation stage. Proposals that do not comply with all mandatory requirements may be disqualified and not evaluated further. The proposal evaluation will be based on the point rate requirements as outlined in Section 5.2.

The evaluation is based on the information and documentation provided in the proposal, along with public reviews of the service provider, and it is recommended that each item

in the point rated requirements be addressed in depth. The proposal should explain and demonstrate how the Vendor will carry out the work identified and satisfy the contract deliverables. Those responding to this RFS must submit all data required herein in order for the proposal to be evaluated and considered for award. Failure to submit such data could result in disqualification of the proposal from further consideration.

The Evaluation Criteria is as follows:

Criteria	Description	Rating
Knowledge and Experience	Relevant experience and expertise in requested scope of service and advising similar organizations, e.g. not-for-profit organizations, regulators or the public sector.	45%
Quality and Completeness of Proposal	Understanding of the scope of work and the needs of the CAO.	25%
Price	Evaluation of proposed total pricing; include details of hourly rate and costs for any anticipated additional expenses.	30%
TOTAL WEIGHTING		100%

More information regarding the type of information that the CAO is looking for under each evaluation category can be found in Section 5.2, which details the Point Rated Requirements.

All decisions as to the degree to which a proposal meets the requirements of the RFS are solely within the judgment of the CAO Management.

4.4 Contract Award

The CAO reserves the right to accept or reject proposal submissions, in whole or in part, to adjust the scope of work or to modify any term or condition, which has been provided to the Vendor at its sole and absolute discretion.

The CAO does not bind itself to accept any proposal submission.

An accepted proposal will deem the Vendor to be approved by the CAO for the prospective engagement of the provision of strategic planning services. From time to time, the CAO may engage one or more approved Vendors to provide services.

Each proposal submitted shall constitute an offer by the vendor to enter into an agreement with CAO for consideration as an approved provider of services, subject to the terms and conditions set out in the agreement. After the closing date, the CAO may interview any Vendor and may seek clarification or additional information in respect of the Vendor's proposal. There are no guarantees that an accepted proposal will result in service provision engagement.

The CAO's interpretation of the contents of the official proposal documents shall prevail.

4.5 Confidentiality and Non-Disclosure

The Vendor acknowledges that any and all information provided by the CAO in connection with this RFS is confidential and proprietary to the CAO and shall not be disclosed to anyone except as required in order to prepare the submission without the prior written consent and approval of the CAO, which may be reasonably withheld.

Any material provided by the Vendor that is to be considered confidential must be clearly marked as such and must include all applicable restrictions.

The Vendor, which if applicable includes its partners, officers, directors, employees, contractors, agents, co-venturers, shareholders and all persons or entities connected with or associated with the Vendor in any way ("the Vendor"), shall keep confidential and shall not communicate, release, disclose, copy, transfer, give or sell to any person or corporation or use for any commercial purpose all or any part of any information, including but not restricted to, lists, records, contracts, documents, data, proprietary designs, that is belonging to or obtained from or maintained by or through or about the CAO or any of its employees, or agents, which comes to the Vendor's knowledge or possession or control except as may be required in the course of the engagement of the Vendor's services by the CAO or as the CAO may separately approve in writing.

4.6 Cost of Submission

All costs incurred in the preparation and presentation to respond to this RFS in any way whatsoever will be wholly absorbed by the Vendor.

4.7 Save Harmless

By submitting a proposal and regardless of the outcome of such, the Vendor agrees not to publicly communicate their potential or actual provision of services to the CAO on social media, public speaking events or promotional materials.

4.8 Disposition of Proposals and Submissions

All materials submitted in response to this RFS will become the property of the CAO and will be returned only at the CAO's discretion and the Vendor's expense.

4.9 Bankruptcy, Insolvency or Change in Control

The Vendor shall notify the CAO if they become subject to disciplinary proceedings or become bankrupt, insolvent or undergo a change in control after submission of its proposal, which event shall constitute sufficient grounds for the CAO to not award the contract to that individual/entity.

5. Proposal Requirements

The following sections outline the requirements for this RFS.

5.1 Mandatory Requirements

Mandatory requirements are not assigned a point score. A pass will be assigned for each item submitted that meets the requirements. If any component fails or contains an item that for any reason cannot be evaluated, it shall be deemed non-compliant, and the evaluation process will not continue to the next phase. Each submission must:

- be submitted by method noted in section 4.2;
- include a signed cover letter confirming acceptance of the terms and conditions of this RFS;
- disclosure of any actual, potential, or perceived conflict of interest, including current or prior work for parties whose interests may conflict with the CAO, condominium corporations, condominium managers, directors, owners, vendors, or other stakeholders that could reasonably affect the Vendor's ability to provide independent advice to the CAO.
- agreement to use the CAO's standard form contract, attached as Appendix A.

5.2 Point Rated Requirements

After the mandatory requirements have been satisfied, submission details in this section will receive points.

5.2.1 Knowledge and Experience

In this section, the CAO is looking for a description of the Vendor and their relevant experience. The following items should be addressed:

- a. The name of the Vendor and the contact information of their primary representative;

- b. A summary of the Vendor's services, subject matter expertise and outcomes of such services provided;
- c. Outline knowledge and experience with organizations of similar size, mandate, and industry to the CAO;
 - A description of the organizational structure of the Vendor, including a list of proposed personnel and their professional qualifications and related experience;
 - Provide evidence of professional liability insurance and any other insurance coverage reasonably required to perform the services;
- d. Provide three (3) written references with whom the Vendor has worked within the last three years and provided relevant services that will demonstrate knowledge, experience and improvements made in similar projects.

5.2.2 Quality and Completeness of Proposal

Proposals shall clearly state the Vendor's understanding of the work to be performed and the needs of the CAO. Proposals must include a proposed approach and methodology to achieve the desired outcomes.

5.2.3 Price

The proposal should clearly establish the basis for remuneration as follows:

- a fee schedule describing hourly and flat rates, and any alternative fee arrangements;
- outline terms of billing, increments, and disbursements;
- anticipated additional expenses;
- applicable taxes, and general payment terms.

All pricing/fees are to be stated in Canadian funds with applicable taxes stated separately.

CAO SERVICE AGREEMENT

BETWEEN:

Condominium Authority of Ontario (the "CAO")

P.O. Box 69038, RPO St. Clair Centre
Toronto, ON M4T 3A1

- and -

(the "Supplier")

PREAMBLE

The Supplier submitted a proposal (Schedule C) on ____ (the **"Supplier's Proposal"**) in response to the CAO's Request for Service No. ____ (Schedule B) issued on ____ (the **"RFS"**) and outlined in Section 2 of this agreement.

FOR VALUABLE CONSIDERATION, the parties agree as follows:

1. INTERPRETATION

The definitions and rules of interpretation in this Section 1 apply in this Agreement.

1.1 Definitions:

"Acceptance" means the acceptance of the Deliverables by the CAO pursuant to Section 3.

"Business Day" means a day other than a Saturday, Sunday or public holiday in Ontario when banks in Toronto are closed for business.

"Charges" means the Supplier's entire fee for providing the services, which shall be an amount, plus HST.

"Confidential Information" means all information and communications sent between the Supplier and the CAO with respect to this agreement, its deliverables, or its conditions, including the existence of this agreement pursuant to Section 11.2, and includes all information, where the information is: (a) identified as confidential at the time of disclosure; or (b) ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure.

"Deliverables" means the services to be provided pursuant to this Agreement as set out in the RFS and as described in the Preamble.

"HST" has the meaning set forth in Section 4.2.

"IP Rights" means patents, rights to inventions, copyright, trade-marks, business names and domain names, rights in trade dress, goodwill and the right to sue for passing off or unfair competition, rights in industrial designs, rights in computer software, database rights, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets) and all other intellectual property

rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of Canada.

“Materials” means all content included in Deliverables provided by the Supplier to the CAO.

“Personal Information” has the meaning given to it in the *Personal Information Protection and Electronic Documents Act* (Canada).

“Project” means the provision by the Supplier of the Deliverables as set out in the RFS and this Agreement.

“RFS” has the meaning set forth in Paragraph A of the Preamble.

“Supplier’s Proposal” has the meaning set forth in Paragraph A of the Preamble.

- 1.2** References to Articles and Sections are (unless otherwise provided) references to the Articles and Sections of this Agreement. Words in the singular include the plural and, in the plural, include the singular. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time. Any words following the terms “including,” “include,” “in particular,” “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. All sums of money referenced in this Agreement are in Canadian dollars.

2. SCOPE OF THE PROJECT

The Supplier shall complete the Deliverables in accordance with the RFS (attached as Schedule B)

3. ACCEPTANCE OF DELIVERABLES

- 3.1** Once the Supplier has completed each Deliverable, the CAO shall review the Deliverable.
- 3.2** Acceptance of a Deliverable shall occur when the CAO confirms to the Supplier that it is satisfied with the Deliverable.
- 3.3** If a Deliverable is not accepted under Section 3.2, the CAO may, by written notice to the Supplier, elect at its sole option to:
- (a) without prejudice to its other rights and remedies, fix a new date for completion of a Deliverable; and
 - (b) if the CAO is still not satisfied with the Deliverable within 10 Business Days of the new date fixed for completion, the CAO shall be entitled in its sole discretion to: (i) give the Supplier another opportunity to complete the Deliverable in accordance with this Agreement or (ii) reject the Deliverable as

not being in conformity with this Agreement, in which event this Agreement shall automatically terminate.

4. CHARGES AND PAYMENT

- 4.1 Following Acceptance of a Deliverable, the Supplier shall issue an invoice in respect of the Charges, and the CAO shall pay to the Supplier the Charges calculated correctly and set out in such invoice within 30 days of receipt of it, except for any amount in respect of which there is a genuine dispute. For greater clarity, the Supplier will issue invoices on a monthly basis.
- 4.2 The service fees to be paid under this Agreement shall not exceed the maximum amount of **\$XXX** per annum. All Charges are exclusive of harmonized sales tax ("HST"). Upon completion of the deliverable(s) and once the maximum amount is reached, the Supplier will be under no obligation to provide further Deliverables unless both the CAO and the Supplier mutually agree to issue an addendum to existing agreement to increase the service fee limit.
- 4.3 The Supplier shall send monthly invoices to ap@condoauthorityontario.ca for processing, or any other address specified from time to time.

5. WARRANTIES

- 5.1 The Supplier shall perform the services to be provided under this Agreement and provide the Deliverables with reasonable care and skill and in accordance with the highest industry practices and standards.

6. LIMITATION OF REMEDIES AND LIABILITY

- 6.1 Nothing in this Agreement shall operate to exclude or limit either party's liability for: (a) death or personal injury caused by its negligence; (b) any breach of the implied terms of merchantability and fitness for purpose; (c) fraud; or (d) negligence.
- 6.2 Neither party shall be liable to the other for any loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity, or for any indirect or consequential loss or damage.

7. CONFLICTS CLEARANCE

- 7.1 The Supplier does not have any actual or perceived conflicts of interest in performing work for the Condominium Authority of Ontario. In the event of a potential conflict, the Supplier will so advise the CAO before the matter may be opened or advice given to ensure the client's interests are protected.

8. IP RIGHTS

- 8.1 The Supplier assigns all of its IP Rights in the Deliverables to CAO. The Supplier hereby irrevocably waives all of its moral rights in and to the Deliverables, including, without limitation, the rights of attribution and integrity. The Supplier represents and

warrants that any authors of the Deliverables have waived all of their moral rights in and to the Deliverables including, without limitation, the rights of attribution and integrity.

- 8.2 The Supplier shall not submit Deliverables that infringe the IP Rights of any third party.
- 8.3 The Supplier shall indemnify the CAO against all damages, losses and expenses arising as a result of any action or claim of infringement of IP Rights of a third party with respect to the unmodified form and content of the Deliverables as supplied to the CAO by the Supplier.
- 8.4 Indemnity is subject to the CAO: (a) promptly notifying the Supplier in writing of a claim; (b) making no admissions or settlements without the Supplier's prior written consent; (c) giving the Supplier all information and assistance that the Supplier may reasonably require.
- 8.5 If the Supplier receives information about an infringement or misappropriation action or claim related to the Deliverables, the CAO may require the Supplier, at the Supplier's cost, to: (i) assist the CAO in modifying the Deliverables so that they no longer infringe or misappropriate; or (ii) obtain a licence from the third party for the CAO's continued use of the Deliverables in accordance with the Agreement. Supplier hereby transfers and assigns all of Supplier's right, title and interest in and to the Deliverables to CAO, including, without limitation, ownership of all copyright and any other intellectual property rights in Canada, and all other countries of the world, for the entire term during which said rights exist.

9. TERM AND TERMINATION

- 9.1 This Agreement shall commence on the date of execution and delivery thereof by the CAO and the Supplier.
- 9.2 This Agreement shall remain in full force and effect for a term of twelve (12) months from the execution date. Thereafter, this agreement shall be renewed for successive one-year terms by issuing addendum to this agreement to a maximum of two additional terms, unless either party gives the other party written notice of termination at least 90 days prior to the end of the current term.
- 9.3 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
 - (a) the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 Business Days after being notified in writing to do so;
 - (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of the *Bankruptcy and Insolvency Act* (Canada);

- (c) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party; or
 - (d) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 9.4 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.
- 9.5 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including any rights under Section 8 and the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination. Section 8 continues to apply despite the completion of Deliverables under this Agreement.
- 10. FORCE MAJEURE**

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure is caused by an event of Force Majeure, as hereinafter defined. For the purposes hereof, "Force Majeure" means any material event or circumstance which is beyond the reasonable control of the party which has delayed in or failed to perform the obligation in question under this Agreement including, but not limited to any act of God, act of war (declared or undeclared), civil disturbance, riot, blockages, insurrections, sabotage, vandalism, rationing of or failure to receive supplies, materials, equipment, labour or transportation being provided by any other person, strike, lockout, work slowdown or stoppage, accident, fire, explosion, flood, lightning, storm, earthquake, or landslide but, for greater certainty, does not include financial inability or the failure to perform obligations solely as a result of the fact that to do so will result in economic loss or hardship to the affected party. If the period of delay or non-performance continues for 90 days, the party not affected may terminate this Agreement by giving five Business Days' written notice to the affected party.
- 11. CONFIDENTIALITY**
 - 11.1 Each party shall protect the Confidential Information of the other party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care. The Supplier may not use the Confidential Information of the CAO for any purpose other than to perform the services to be provided under this Agreement and provide the Deliverables to the CAO.
 - 11.2 The Supplier agrees to keep this Agreement, its deliverables, and provisions confidential, and shall not make any public statement, announcement or disclosure respecting this Agreement without the prior written consent of the CAO.

- 11.3** Confidential Information provided by the CAO shall be returned to it by the supplier within two Business Days of a request in writing to do so.
- 11.4** The obligations set out in this Section 11 shall not apply to Confidential Information which the receiving party can demonstrate: (a) is or has become publicly known other than through breach of this Section 11; (b) was in possession of the receiving party prior to disclosure by the other party; (c) was received by the receiving party from an independent third party who has full right of disclosure; (d) was independently developed by the receiving party; or (e) was required to be disclosed by governmental authority, provided that the party subject to such requirement to disclose gives the other party prompt written notice of the requirement.
- 11.5** The obligations of confidentiality in this Section 11 shall not be affected by the expiry or termination of this Agreement.

12. NOTICES

- 12.1** Any notice given to a party under or in connection with this Agreement shall be in writing and shall be: (a) delivered by hand or by other next-working-day delivery service to the address set out below; or (b) sent by email to the email address set out below, or such other addresses or email addresses as may hereinafter be designated by notice in writing to:

CAO:

Condominium Authority of Ontario
P.O. Box 69038, RPO St. Clair Centre
Toronto, Ontario M4T 3A1

Attention:

E-mail:

SUPPLIER:

[insert address of Supplier] **Attention:** [name]

E-mail:

Each party shall send a notice to the other party if there is a change in a contact person designated under Section 12.1.

13. PUBLICITY

All media releases, public announcements and public disclosures by the Supplier relating to this Agreement or its subject matter, including promotional or marketing material, shall be co-ordinated with the CAO and approved by the CAO before release.

14. ASSIGNMENT

The Supplier may not assign or transfer any of its rights or obligations under this Agreement.

15. ENTIRE AGREEMENT

- 15.1** This Agreement (including the Non-Disclosure Agreement (Schedule A), the RFS (Schedule B), and, the Supplier's Proposal (Schedule C) attached to this Agreement) constitutes the entire Agreement between the parties and supersedes and extinguishes all previous Agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 15.2** Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

16. THIRD PARTY RIGHTS

No one other than a party to this Agreement, their successors and permitted assigns, shall have any right to enforce any of the terms of this Agreement.

17. AMENDMENT AND WAIVER

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorized representatives). No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18. CUMULATIVE REMEDIES

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

19. SEVERABILITY

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, the relevant provision or part-provision shall be deemed deleted. Any deletion of a provision or part-provision under this Section 18 shall not affect the validity and enforceability of the rest of this Agreement.

20. GOVERNING LAW AND FORUM

This Agreement shall be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein. Each party irrevocably agrees that the courts of Ontario shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

21. COUNTERPART SIGNATURE:

This Agreement may be signed in paper form or by electronic signature in accordance with the *Electronic Commerce Act, 2000* (Ontario). It may also be signed in one or more counterparts and delivered personally or by e-mail of the signing page in Adobe Portable Document Format (PDF®). Each counterpart shall be considered binding on the signatory thereto and when put together shall constitute a single instrument.

IN WITNESS WHEREOF the parties have executed this Agreement on the dates set out below.

CONDOMINIUM AUTHORITY OF ONTARIO

by: _____

Name: Kate Lamb

Title: Chief Executive Officer & Registrar

Date:

I have authority to bind the Corporation

(the “Supplier”)

by: _____

Name:

Title:

Date:

I have authority to bind the Corporation



Condominium
Authority of
Ontario

NON-DISCLOSURE AGREEMENT

This non-disclosure agreement (the “**Agreement**”) is entered into between:

(the “**Recipient**”)

and

CONDOMINIUM AUTHORITY OF ONTARIO (“**CAO**”).

WHEREAS, in connection with the RFQ for the _____ project issued by CAO and the system overview session held to provide certain background and additional information to the Recipient (collectively, the “**Purpose**”), the Recipient will receive certain information from CAO that is non-public, confidential or proprietary in nature;

AND WHEREAS, CAO wishes to protect and preserve the confidentiality of such information;

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

1. Recipient’s Obligations. The Recipient and its employees, officers, directors and agents (collectively, its “**Representatives**”) shall hold and maintain the Confidential Information (as hereinafter defined) in the strictest confidence, for the sole and exclusive benefit of CAO. The Recipient agrees to use the Confidential Information solely for the Purpose and to take all reasonable precautions to keep the Confidential Information in the strictest confidence and to protect it from disclosure. The Recipient agrees that it will restrict disclosure of the Confidential Information to those of its Representatives who (a) need to know the Confidential Information for the fulfillment of the Purpose; (b) are informed by the Recipient of the confidential nature of the Confidential Information; and (c) have agreed to act in accordance with the terms and conditions of this Agreement. The Recipient shall not, without the prior written consent of CAO, use for the Recipient’s own benefit, publish, communicate, copy, divulge or otherwise disclose to others, or permit the use by others of, any Confidential Information.

2. Meaning of Confidential Information. For the purposes of this Agreement, “**Confidential Information**” means all information, data and databases, documents, computer programs, files or any other material of, regarding or concerning CAO, whether disclosed verbally

or disclosed or stored in written, electronic or other form or media, which is disclosed or otherwise furnished by CAO to the Recipient or its Representatives in connection with the Purpose, whether before, on or after the date hereof, and all notes, analyses, summaries, reports and other materials prepared by the Recipient or any of its Representatives that contain, are based on or otherwise reflect, to any degree, any of the foregoing. Confidential Information shall not include information that is: (a) generally available and known to the public at the time of disclosure; (b) becomes known to the Recipient from a source other than CAO; or (c) was already known by or was in the possession of the Recipient prior to being disclosed by CAO. Without limiting the generality of the foregoing, Confidential Information includes all regulatory, commercial, financial, intellectual property, personnel, technological and stakeholder information of or pertaining to CAO.

3. Return of Confidential Information. The Recipient shall delete, destroy or return to CAO, forthwith and without delay, any and all Confidential Information in the possession of the Recipient at any time, if CAO requests such deletion, destruction or return in writing. Without limiting the generality of the foregoing, the Recipient shall delete, destroy or return to CAO all tangible material containing Confidential Information, including all copies made, whether such material was made or compiled by the Recipient or furnished by CAO.

4. Disclosure Required by Law. If in the written opinion of the Recipient's counsel, the Recipient or any of its Representatives is required to disclose any Confidential Information by law or pursuant to any requirement of any legal authority, the Recipient shall give CAO prompt prior notice of such requirement or process so that CAO may seek, at its sole cost and expense, an appropriate protective order or other remedies, and the Recipient shall reasonably assist CAO therewith. If the Recipient remains legally compelled to make such disclosure, it shall only disclose that portion of the Confidential Information that it is required to disclose and use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.

5. No Warranty by CAO. The Recipient understands and agrees that CAO has not made and does not make any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information. CAO shall not have any liability to the Recipient or its Representatives relating to or resulting from the use of the Confidential Information or any errors therein or omissions therefrom.

6. Terms of Use. The Terms of Use set out in Appendix "A" attached hereto are incorporated by reference into this Agreement and the parties agree that Appendix "A" forms an integral part of this Agreement. Any reference herein to the term "this Agreement" shall include the provisions contained in Appendix "A".

7. Remedies. The Recipient acknowledges and agrees that any breach of this Agreement by the Recipient will cause injury to the CAO for which monetary damages would be an inadequate remedy and that, in addition to remedies at law, the CAO is entitled to equitable relief as a remedy for any such breach or threatened breach.

8. No Transfer of Rights, Title or Interest. CAO hereby retains its entire right, title and interest, including all intellectual property rights, in and to all Confidential Information. Any

disclosure of such Confidential Information hereunder shall not be construed as an assignment, grant, option, license or other transfer of any such right, title or interest whatsoever to the Recipient or any of its Representatives. The Recipient specifically acknowledges and agrees that the Confidential Information is and shall remain the exclusive property of the CAO and that it has no right, title, or interest in or to the Confidential Information.

9. Continuing Obligation. Due to the valuable and proprietary nature of the Confidential Information, this Agreement shall survive the termination of any discussions or negotiations relating to the Purpose or the termination or expiration of any business relationship which may hereafter be established between CAO and the Recipient, and shall also survive any further agreements entered into by them, unless and only to the extent that such further agreements expressly supersede the covenants and agreements contained in this Agreement.

10. No Other Obligations. The Recipient agrees that this Agreement does not require or compel CAO to disclose any Confidential Information to the Recipient and that CAO may at any time, at its sole discretion with or without cause, terminate discussions and negotiations with the Recipient, in connection with the Purpose or otherwise.

11. Severability. If any term or provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, illegal, unenforceable or void, the remainder of this Agreement and such provision as applied to other persons, places or circumstances shall remain in full force and effect, and such invalidity, illegality and unenforceability shall not affect any other term or provision of this Agreement.

12. Successors and Assigns. This Agreement is for the sole benefit of the parties hereto and their affiliates, respective successors and assigns, and is binding upon the parties hereto and their respective affiliates, successors and assigns, as the case may be.

IN WITNESS WHEREOF each of the parties hereby executes and delivers this Agreement.

DATED:

Recipient:

Print name & Sign:

APPENDIX “A” - TERMS OF USE

A. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics (collectively, the “**Content**”) on the DevOps application (the “**Application**”) and the trademarks, service marks, and logos contained therein (the “**Marks**”) are owned or controlled by the Condominium Authority of Ontario (“**CAO**”) or licensed to CAO, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of Canada.

Except as expressly provided in these Terms of Use, no part of the Application and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

B. PROHIBITED ACTIVITIES

The Recipient may not access or use the Application for any purpose other than that for which CAO has made the Application available. The Application may not be used in connection with any commercial endeavors except those that are specifically approved by the CAO.

As a user of the Application, the Recipient agrees not to:

1. systematically retrieve data or other content from the Application to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from the CAO.
2. make any unauthorized use of the Application, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
3. circumvent, disable, or otherwise interfere with security-related features of the Application, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Application and/or the Content contained therein.
4. engage in unauthorized framing of or linking to the Application.
5. trick, defraud, or mislead the CAO and other users, especially in any attempt to learn sensitive account information such as user passwords.
6. engage in any automated use of the Application, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
7. interfere with, disrupt, or create an undue burden on the Application or the networks or services connected to the Application.
8. attempt to impersonate another user or person or use the username of another user.
9. decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Application.
10. attempt to bypass any measures of the Application designed to prevent or restrict access to the Application, or any portion of the Application.

11. upload or transmit or permit the uploading or transmission of (or attempt to upload or to transmit) viruses, Trojan horses, worms, back-doors, time bombs, drop-dead devices or other material that interferes with any party's uninterrupted use of the Application, permits an unauthorized third party to access the Application or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Application.
12. upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
13. disparage, tarnish, or otherwise harm, in the sole opinion of CAO, the CAO and/or the Application.
14. use the Application in a manner inconsistent with any applicable laws or regulations.