

HOUSING DESIGN CATALOGUE: USER TERMS AND CONDITIONS

The following terms and conditions (“**Terms and Conditions**”), together with any documents and/or additional terms they expressly incorporate by reference, govern your use of the Housing Design Catalogue made available by Canada Mortgage and Housing Corporation (“**CMHC**”). In consideration of, and subject to, your agreement to these Terms and Conditions, CMHC authorizes you to access and use the Housing Design Catalogue.

- These Terms and Conditions constitute an agreement between CMHC and the user of the Housing Design Catalogue, “**you**”, an individual or a legal entity that you are authorized to represent as applicable.
- Your use of the Housing Design Catalogue will be governed by the Terms and Conditions in force as of the date and time you accessed the Housing Design Catalogue. CMHC may, in its sole discretion, modify the Terms and Conditions at any time, and may do so with or without notice to you except to the extent that any notice is required under Applicable Law and such modifications shall be effective immediately upon posting of the modified Terms and Conditions on the CMHC website, unless the posting or the notice specifies otherwise. Your use of the Housing Design Catalogue after any revisions constitutes your acceptance of and agreement to the revised Terms and Conditions.

1. DEFINITIONS

“**Applicable Law**” means any and all (a) laws (including principles of common law and equity), constitutions, treaties, statutes, codes, ordinances, orders, decrees, rules, regulations and by-laws, (b) judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings, instruments or awards, and (c) policies, practices, standards, guidelines and protocols.

“**Designs**” means flexible design packages that will be made available as part of the Housing Design Catalogue and for which CMHC is the owner or in which CMHC holds intellectual property rights and made available to you in accordance with these Terms and Conditions. Such Designs are samples of standardized housing design, reflecting general design intention only and do not incorporate any elements or other information specific to any location or project.

“**Derived Designs**” means any modifications to the Designs and any designs generated, created or derived by you through your use of the Housing Design Catalogue, as required to make use of the Designs. Such modifications may include, but are not limited to, those that are required to be made to the Designs to reflect site conditions and Applicable Laws.

To request an alternate format, please contact us at:

1-800-668-2642
contactcentre@cmhc.ca

700 Montreal Road,
Ottawa, Ontario K1A 0P7

“Housing Design Catalogue” means the federal low-rise housing design catalogue comprised of housing Designs for which CMHC is the owner and made available to you in accordance with these Terms and Conditions.

“Qualified Professional” means the licensed or otherwise qualified professionals required by the relevant authorities having jurisdiction where the Derived Designs will be used, or as otherwise required based on site conditions.

2. AVAILABILITY OF THE DESIGNS

CMHC may make the Housing Design Catalogue and/or Designs available to you via its website or other media at its sole discretion. CMHC does not guarantee the availability of the Housing Design Catalogue and/or Designs at any particular time or via any particular media.

3. RESTRICTIONS

You agree that in accessing and using the Housing Design Catalogue you will:

- Only use the Housing Design Catalogue in accordance with these Terms and Conditions;
- Ensure that any third party that benefits from the Designs or Derived Designs will comply with these Terms and Conditions as if they were you;
- Not undermine the security or integrity of the Housing Design Catalogue;
- Not attempt to gain unauthorized access to any Designs other than those to which you have been given express permission by CMHC;
- Not use, or misuse, the Housing Design Catalogue in any way which may disrupt or impair the functionality of the Housing Design Catalogue or other systems used for the Housing Design Catalogue or the use of the Housing Design Catalogue by others;
- Not delete, override, alter or obscure any Terms and Conditions, date, version number, disclaimer, notice and architect's physical, digital or electronic seal or signature where applicable;
- Use industry standard tools to detect and remove, and not transmit, or input to the Housing Design Catalogue, any harmful code or malicious code.

4. AUTHORIZED ACCESS AND USE

- a. Subject to any limitations set out in these Terms and Conditions or otherwise communicated to you by CMHC, CMHC grants you a revocable, royalty-free, non-exclusive limited license to
 - (i) use, copy, modify, and adapt the Designs in order to create Derived Designs solely for the purpose of planning, design and/or construction of a new structure or any subsequent renovation or modification to the structure, in a site-specific location in Canada (the “**Purposes**”) and (ii) distribute the Designs only to the extent they are incorporated into Derived Designs and as reasonably necessary for the completion of the stated Purposes, which may include, for example, providing the Designs to a Qualified Professional or project consultant. CMHC does not otherwise grant, and you are expressly restricted and prohibited from distributing, licensing, selling, or otherwise making available any Designs, in a manner that does not respect these Terms and

Conditions, without the prior written consent of CMHC, which may be withheld in its sole discretion.

- b. In doing any of the above, you agree to:

- Reproduce the Designs accurately;
- Acknowledge the source of the Designs in a clear manner, as set out below or as otherwise communicated to you in writing by CMHC. You shall include the following notice on all reproductions containing the Designs in whole or in part:

Source: Canada Mortgage and Housing Corporation (CMHC), [name of product or information], [reference date]. This information is reproduced and distributed on an “as is” basis with the permission of CMHC.

- Retain Qualified Professionals to complete and approve the Derived Designs including in accordance with the Applicable Law. You further agree that, in using the Housing Design Catalogue for the Purposes, such Derived Designs shall comply with Applicable Law and that you shall take all necessary steps to ensure such compliance.
- You shall include the following notice on all Derived Designs:

Adapted from Canada Mortgage and Housing Corporation, [name of product], [reference date]. This does not constitute an endorsement by Canada Mortgage and Housing Corporation of this product or of the accuracy or quality of the information that it contains, including any representations regarding fitness for a particular purpose.

- You shall not:
 - Use the Designs or Derived Designs in a manner that infringes Applicable Law;
 - Use the Designs or Derived Designs in a way that suggests that CMHC or the Government of Canada endorses you or your use of the Designs;
 - Misrepresent the Designs or Derived Designs or their source;
 - Use the Designs or Derived Designs or the Housing Design Catalogue in a manner that brings CMHC or the Government of Canada into disrepute;
 - Permit a third party to access or use the Designs or Derived Designs in a manner that breaches these Terms and Conditions.
- c. Subject to Section 13 of these Terms and Conditions, CMHC reserves its right to require at any time that any use of the Designs or the Housing Design Catalogue be limited or discontinued. If CMHC notifies you of such a requirement, you agree to comply with the notice immediately.

- d. You will own the intellectual property rights in and to any Derived Designs, but, for greater certainty, you will not own any part of the underlying Designs incorporated into Derived Designs.
- e. You are solely responsible for ensuring that the Derived Design complies with the Applicable Law in a particular jurisdiction, including approval by a Qualified Professional.

5. INTELLECTUAL PROPERTY

You acknowledge and agree that except for the limited rights expressly provided in these Terms and Conditions, nothing herein shall, or shall be deemed or construed or implied to, assign, transfer, convey to or vest in you any title, rights or interest in or to any intellectual property, including in or to the Designs or the Housing Design Catalogue. Except as otherwise provided in these Terms and Conditions, all rights to access and use the Housing Design Catalogue and Designs shall terminate on any termination of these Terms and Conditions. CMHC reserves all rights not expressly granted to you hereunder. You shall promptly provide CMHC with written notice of any unauthorized use of, access to, disclosure of, reproduction, or transmission of any of the Designs or the Housing Design Catalogue that is in violation of these Terms and Conditions of which you become aware.

You recognize that in the event you breach these Terms and Conditions, monetary damages that may be available to CMHC will not likely be adequate to restore CMHC's rights in the intellectual property. You agree that CMHC may seek an injunction or similar remedy from a court to protect its rights in its intellectual property.

6. ADVERTISING AND PUBLICITY

You shall not include on any reproduction of the Designs, Derived Designs or elsewhere:

- a. The name, crest, logos, domain names or other official marks of CMHC without the written permission of CMHC; and
- b. The official symbols of the Government of Canada without written authorization from the Treasury Board Secretariat. Request for authorization from the Treasury Board Secretariat may be addressed to:

information@fip-pcim.gc.ca

Federal Identity Program
Treasury Board of Canada Secretariat
300 Laurier Avenue West
Ottawa, Canada K1A 0R5

7. ACKNOWLEDGMENTS

You acknowledge and agree that:

- (a) CMHC is not responsible for confirming your authority to access and use the Housing Design Catalogue in the manner described in these Terms and Conditions;
- (b) CMHC may (but is not obligated to) monitor your access and use of the Housing Design Catalogue for purposes of monitoring your compliance with these Terms and Conditions. At the request of CMHC at any time, you will certify in writing your compliance with these Terms and Conditions;
- (c) You and/or any legal entity that you are authorized to represent, as applicable, are responsible for your misuse of the Housing Design Catalogue and/or Designs;
- (d) Your use of the Housing Design Catalogue is entirely at your own risk, and you have made your own assessment on the risk of use of the Housing Design Catalogue and any Designs available on or through the Housing Design Catalogue;
- (e) CMHC may at any time change the features and functionality of the Housing Design Catalogue, including the availability or removal of any materials or Designs held in the Housing Design Catalogue at its discretion and without notice;
- (f) The Housing Design Catalogue is not a substitute for independent professional advice. You have had an opportunity to obtain your own professional advice, including, independent legal advice and/or advice from a Qualified Professional, with respect to the Terms and Conditions and your use of the Designs and any Derived Designs and you are fully aware of the nature of your rights and obligations hereunder.;
- (g) CMHC cannot guarantee and assumes no responsibility for the accuracy, currency, completeness, or interpretation of any of the Designs or their compliance with Applicable Law; and
- (h) The Designs are provided as-is and cannot be used to obtain a site plan approval or building permit, or for other construction purposes.

8. NO WARRANTY AND NO LIABILITY

THE FOLLOWING DISCLAIMER APPLIES EXCEPT TO THE EXTENT EXPRESSLY PRECLUDED BY APPLICABLE LAW. THE HOUSING DESIGN CATALOGUE AND ALL DESIGNS ARE PROVIDED ON AN “AS-IS” BASIS AND “AS AVAILABLE” BASIS AND AT YOUR OWN RISK. OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, CMHC MAKES NO REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS TO THE FULL EXTENT PERMISSIBLE UNDER APPLICABLE LAW ANY AND ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING: (A) FITNESS FOR A PARTICULAR PURPOSE; (B) NON-INFRINGEMENT OF THIRD PARTY RIGHTS; (C) THAT THE DESIGNS ARE ACCURATE OR ERROR FREE; (D) THAT THE HOUSING DESIGN CATALOGUE WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, FREE OF MALICIOUS CODE OR VIRUS OR OPERATE WITHOUT ERROR; (E) THAT ANY ERRORS CAN OR WILL BE CORRECTED.

9. INDEMNIFICATION

You agree to indemnify, release, and forever hold harmless CMHC and the Government of Canada, its officers, directors, employees, agents, and any other parties working for or engaged by CMHC or the Government of Canada or otherwise involved in connection with the development, production and / or administration of the Housing Design Catalogue (“**Indemnified Parties**”) from

any and all claims, actions, demands, causes of action, suits, debts, damages (including without limitation, direct, indirect, special, incidental, exemplary, punitive, third party or consequential damages) or any other losses, expenses or liabilities of whatever nature or kind, including reasonable lawyer's fees, sustained by any of the Indemnified Parties arising out of, or in connection with, the Housing Design Catalogue and/or the Designs and/or the Derived Designs, or breach of these Terms and Conditions.

10. LIMITATIONS AND EXCLUSIONS

THE FOLLOWING LIMITATIONS AND EXCLUSIONS APPLY EXCEPT TO THE EXTENT EXPRESSLY PRECLUDED BY APPLICABLE LAW. The Indemnified Parties shall not, to the maximum extent permissible under Applicable Law, be liable to you, or any third party, for any direct, indirect, special, incidental, exemplary, punitive, third party, consequential damages or any other damages, losses or expenses (including loss of profits, loss of data, or other intangible or consequential economic losses) however caused, sustained by you or the legal entity that you are authorized to represent, as applicable, or any other person in connection with your access to or use of (or inability to access and use) the Housing Design Catalogue and Designs, including any liability for: (a) interruptions and communication line failures; (b) your inability to access and/or use, at any time, any part of the Housing Design Catalogue or any Designs; (c) the malfunctioning or unavailability of the Housing Design Catalogue, in whole or in part; (d) your or any other person's use of or reliance on, the Housing Design Catalogue or Designs or Derived Designs; (e) any harm or loss to your computing systems or records or data however caused including caused by viruses, worms, Trojan horses or other similar intrusive, disruptive or destructive programs or files of that nature; (f) interception or disclosure of confidential or sensitive information transmitted over the internet; (g) inaccuracies, delays in operation or transmission, failures, errors or omissions or loss of transmitted information; and (h) lack of suitability, reliability, timeliness or availability of any Designs or the Housing Design Catalogue;

The limitations and exclusions of liability set out herein shall apply regardless of the form of action or theory of liability, including for breach of contract, tort, negligence, by statute or otherwise, and whether or not Indemnified Parties have been advised of the possibility of such damages.

If and to the extent any of the foregoing limitations or exclusions of liability are determined by a court of competent jurisdiction to not apply or be enforceable for any reason, Indemnified Parties' total aggregate liability to you under these Terms and Conditions in respect of any and all claims related to or arising out of the Housing Design Catalogue and/or Designs, other than as may be required by Applicable Law in cases involving personal injury or moral injury, shall not exceed \$1000.

You agree that the limitations and exclusions contained in these Terms and Conditions are reasonable based upon the commercial circumstances, and that CMHC would not have entered into these Terms and Conditions, and authorized access to and use of the Housing Design Catalogue but for your agreement to, and acceptance of, such limitations and exclusions.

11. SECURITY

CMHC has implemented security policies and practices that are designed to protect the security and integrity of the Housing Design Catalogue and Designs. You acknowledge that it is your

responsibility to use a secure connection to access the Housing Design Catalogue and that you are solely responsible for implementing security safeguards to protect you when accessing and using the Housing Design Catalogue, including to take precautions against viruses, worms, trojan horses and other items of a disabling or destructive nature.

12. FORCE MAJEURE

CMHC shall not be responsible or liable for delays in or for failures in the availability of the Housing Design Catalogue due to causes beyond its reasonable control, including without limitation, acts of God, your acts or omissions, third party product or service failures, Internet or telecommunications outages, acts of civil or military authorities, fire, strikes, power surges or outages, epidemics, flood, earthquakes, riot, or war.

13. TERM

These Terms and Conditions shall remain in force unless and until terminated. If you breach any of these Terms and Conditions or are engaging in fraudulent or illegal activities, CMHC may, without limiting its rights and remedies, immediately terminate your access to and use of the Housing Design Catalogue and Designs or suspend for any period of time your access to and use of the Housing Design Catalogue. CMHC reserves the right to terminate these Terms and Conditions, and your access to and use of the Housing Design Catalogue, at any time and for any reason with or without prior notice or liability to you.

Notwithstanding termination of these Terms and Conditions, reproductions of the Designs already in circulation on the date of termination may continue to be used provided such use remains in full compliance with these Terms and Conditions. All other use of the Designs shall cease immediately on the date of termination.

14. PERSONAL INFORMATION

Where personal information is collected in connection with your access and use of the Housing Design Catalogue, the collection, use and disclosure of personal information shall be done in accordance with the federal **Privacy Act** and CMHC's privacy policy available at [Privacy policy \(cmhc-schl.gc.ca\)](http://Privacy policy (cmhc-schl.gc.ca)). By agreeing to these Terms and Conditions, you agree to CMHC using your personal information for the purpose of receiving updates on the Housing Design Catalogue, including changes to the Designs made available. Your personal information may be stored with CMHC third-party service providers. Refusal to provide your personal information will result in your inability to access and use the Housing Design Catalogue. You may also provide your separate consent below to receiving general information about CMHC's housing programs, products and services. Your personal information can be found on CMHC's Info Source Publication under the following standard Personal Information Bank: PSU 914 (Public Communications).

The **Privacy Act** provides individuals with a right to access their personal information that is under the control of CMHC and to request corrections of their personal information. Any requests for personal information may be directed to CMHC's ATIP Office at ATIP-AIPRP@cmhc-schl.gc.ca. Please direct any questions, concerns, or complaints related to the treatment of personal information to CMHC's Privacy Office at PrivacyOffice@cmhc-schl.gc.ca. If you are not satisfied with CMHC's response, you have the right to contact the Office of the Privacy Commissioner of Canada.

15. ENTIRE AGREEMENT

Use of CMHC's website is subject to the [**Website Terms and Conditions**](#) (the "**Website Terms and Conditions**") and CMHC's [**Privacy Policy**](#) (the "**Privacy Policy**"), to the extent each is applicable.

These Terms and Conditions, inclusive of the Website Terms and Conditions and the Privacy Policy, constitute the entire agreement between you and CMHC pertaining to all the matters herein and supersedes all other agreements, understandings, and discussions between the parties hereto, whether oral or written. To the extent there is any conflict between the Website Terms and Conditions or the Privacy Policy and these Terms and Conditions, these Terms and Conditions shall govern.

In the event of any conflict between these Terms and Conditions in relation to the subject matter hereof and any other agreement between you and CMHC, these Terms and Conditions shall prevail.

16. USER REPRESENTATION

You agreeing to these Terms and Conditions represents and warrants to CMHC that you are authorized to do so and, as applicable, on behalf of any legal entity or organization that you represent.

17. GENERAL TERMS

- (a) **Notice.** You consent to receiving communications from CMHC relating to the Housing Design Catalogue. All notices or other communication issued under these Terms and Conditions shall be in writing and shall be forwarded via e-mail or mail. Such notice shall be deemed effectively given: (a) at the time the e-mail is sent, with confirmation of transmission, if sent on a day on 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 (b) on the fifth (**5th**) Business Day after the date mailed. Communications shall be sent: (i) to CMHC to catalogue@cmhc-schl.gc.ca and (ii) to you to the key external contact held on record by CMHC. CMHC may also provide communications by posting them on the Housing Design Catalogue, and such communications will be deemed received upon the date of posting or as indicated in the communication.
- (b) **Language.** Both the English and French language versions of these Terms and Conditions are equally authoritative. La version anglaise et la version française de ces modalités ont la même valeur juridique.
- (c) **Headings for Convenience Only.** The headings used in these Terms and Conditions are intended for convenience or reference only and do not affect the interpretation of the provisions of these Terms and Conditions.
- (d) **Applicable Law and Jurisdiction.** These Terms and Conditions shall be exclusively governed by, construed and interpreted in accordance with the laws of the Province of Ontario and the applicable laws of Canada. The parties hereto irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Ontario in respect of all matters and disputes arising hereunder.

- (e) **Assignment.** These Terms and Conditions shall be binding upon and shall enure to the benefit of and be enforceable by each of the parties hereto, their respective successors and permitted assigns. You may not assign, delegate, or transfer all or any part of the Terms and Conditions (or any of your rights) without the prior consent of CMHC. CMHC may assign these Terms and Conditions without your consent at any time.
- (f) **Independent Contractor.** It is expressly understood and agreed that each party is an independent contractor in performing its obligations hereunder and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the other party. No party by virtue of these Terms and Conditions shall have any right, power, or authority, express or implied, to act on behalf of or enter into any undertaking binding another party.
- (g) **Waiver.** No delay or omission by a party to exercise any right or power it has under these Terms and Conditions or to object to the failure of any covenant of another party to be performed in a timely and complete manner, shall impair any such right or power or be construed as a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.
- (h) **Severability.** If any provision of these Terms and Conditions are held by a court of competent jurisdiction to be invalid or unenforceable in any respect, then the remaining provisions, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision of the Terms and Conditions shall be valid and enforceable to the extent granted by law.
- (i) **No Third-Party Beneficiaries.** These Terms and Conditions are solely for the benefit of you and CMHC, and nothing in these Terms and Conditions will be deemed to create any third-party beneficiary rights in any other person or entity.
- (j) **Survival.** All obligations that you assume under these Terms and Conditions that are of an ongoing nature will continue in full force and effect following termination of the Terms and Conditions. For greater clarity, but without limiting the broad application of the foregoing statement, the following provisions survive expiration or termination of these Terms and Conditions: Restrictions, Authorized Access and Use, Intellectual Property, Advertising and Publicity, Personal Information, Acknowledgments, No Warranty and No Liability, Indemnification, and Limitations and Exclusions.

If you have any questions or concerns regarding these Terms and Conditions, please email CMHC at catalogue@cmhc-schl.gc.ca.