

CMHC Licence Agreement for the Use of Data

The following terms and conditions govern your use of CMHC data, time series data, and any other information that CMHC makes available to you. By using the Product you agree to be bound by these terms and conditions.

If you do not agree to these terms and conditions, you may not use the Product.

Terms and Conditions

This agreement is between Canada Mortgage and Housing Corporation ("CMHC") and you (an individual or a legal entity that you are authorized to represent) ("you").

CMHC may modify this agreement at any time, and such modifications shall be effective immediately upon posting of the modified terms and conditions on the CMHC website, unless the posting specifies otherwise.

Your use of the Product will be governed by the terms and conditions in force as of the date and time you accessed the Product.

Definitions

The "Information" includes any data files, data bases, tables, graphs, maps and text for which CMHC is the owner or in which CMHC holds intellectual property rights and made available to you in accordance with this agreement.

"Value-added Products" means any products you have produced by adapting or incorporating the Product, in whole or in part, as permitted by and in accordance with this agreement.

"Product" includes any time series, publication, custom data tabulation, or survey data for which CMHC is the creator and owner, or in which CMHC holds intellectual property rights and made available to you in accordance with this agreement.

Availability of the Product

CMHC may make the Product available to you via its website or other media at its sole discretion. CMHC does not guarantee the availability of the Product at any particular time or via any particular media.

Licence Grant

Subject to any limitations set out in this agreement or otherwise communicated to you by CMHC and conditional upon the payment of any fee that CMHC may impose, CMHC grants you a revocable worldwide, royalty-free, non-exclusive licence to:

- use, reproduce, publish, freely distribute, or sell the Information;
- use, reproduce, publish, freely distribute, or sell Value-added Products;
- use, reproduce, publish, free distribute, or sell the Product; and,
- sub-licence any or all such rights, under terms consistent with this agreement.

In doing any of the above, you shall:

- reproduce the Product accurately; and
- acknowledge the source of the Product in a clear manner, as set out in these terms.

You shall not:

- use the Product in a manner that infringes any applicable laws;
- use the Product in a way that suggests that CMHC endorses you or your use of the Product;
- misrepresent the Product or its source;
- use the Product in a manner that brings CMHC or the Government of Canada into disrepute;
- merge or link the Product with any other databases for the purpose of attempting to identify an individual person, business or organization or extracting personal information;
- present the Product in such a manner that suggests you may have received, or had access to personal information held by CMHC, or information about any identifiable individual;
- permit a third party to use the Product in a manner that breaches these terms and conditions.

CMHC reserves its right to require at any time that any use of the Product be limited or discontinued. If CMHC notifies you of such a requirement, you agree to comply with the notice immediately.

Redistribution

You are permitted to redistribute the Product to other individuals or entities, provided that such individuals or entities agree to be bound by these terms and conditions. In the event that CMHC notifies you that this license is terminated, you will be responsible for ensuring that any sublicenses that you have granted in the Product terminate at the same time. You represent and warrant that you have reserved sufficient rights to meet this obligation.

Intellectual Property Rights

Intellectual property rights in the Value-added Products, being any and all intellectual property rights recognized by the law, shall vest in you or in such person as you shall decide or as determined by law.

Nothing in this agreement is intended to alter any pre-existing intellectual property rights. All Intellectual property rights that CMHC holds in the Product shall remain the property of CMHC. All intellectual property rights that third parties may have in the Product shall remain their property.

Acknowledgment of Source

(a) You shall include the following notice on all reproductions of the Product:

Source: Canada Mortgage and Housing Corporation (CMHC), name of Product, reference date. This information is reproduced and distributed on an "as is" basis with the permission of CMHC, with no representation or warranty as to the quality or accuracy of the information.

(b) Where any portion of the Product is contained within a Value-added Product, you shall include on such Value-added Product the following notice:

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.

or any other notice approved in advance in writing by CMHC.

Advertising and Publicity

You shall not include on any reproduction of the Product or any material relating to your Value-added Product, or elsewhere:

- (a) the name, crest, logos, domain names or other official marks of CMHC without the written permission of CMHC;
- (b) the official symbols of the Government of Canada, including the Canada wordmark, the Coat of Arms of Canada, and the flag symbol, 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

(c) any annotation that may be interpreted as an endorsement by CMHC of the Value-added Product or that would imply that you have an exclusive distribution arrangement for any or all of the Product or that you have access to any confidential information or information not available to others.

No Warranty and No Liability

The Product is licensed “as is”, and CMHC makes no representations or warranties with respect to the Product, whether express or implied, in relation to the Product and expressly disclaims any implied warranty of merchantability or fitness for a particular purpose.

None of CMHC, its officials, employees, representatives or successors will be responsible for errors or omissions in the Product and nor for any direct, indirect, special, incidental, consequential damages, no matter how they are caused, that you may suffer by reason of your possession, access to, or use of the Product.

Term

This agreement is effective as of the date and time you access the Product and shall terminate immediately if you breach any of the terms of this agreement.

Notwithstanding termination of this agreement:

1. you may continue to distribute Value-added Products for the purpose of completing orders made and confirmed before the termination of this agreement, provided that you continue to comply with all terms and conditions of the agreement; and
2. individuals or entities who have received Value-added Products or reproductions of the Product from you pursuant to this agreement will not have their licences terminated provided they remain in full compliance with these terms and conditions.

Survival

All obligations that you assume under this agreement that are of an ongoing nature will continue in full force and effect following termination of the agreement. For greater clarity, but without limiting the broad application of the foregoing statement, the following provisions survive expiration or termination of this agreement: Intel-

lectual Property Rights, Acknowledgment of Source, Advertising and Publicity and No Warranty and No Liability.

Breach of the Terms and Conditions

You recognize that in the event you breach the terms and conditions of this agreement, 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.

Applicable Law

This agreement will be governed and construed in accordance with the laws of the province of Ontario and the laws of Canada applicable therein. You agree to submit to the exclusive jurisdiction of the Federal Court of Canada in the event of a dispute.