Appendix 1 – End User Data License Agreement

Part 1: Licensee Information	
Licensee	**LEGAL NAME AND, IF APPLICABLE, DESCRIPTION, OF LICENSEE**
Contact Name	
Contact Details	Suite No. Street Address City Province / State Postal Code / Zip Code Telephone Email

Part 2: Contract Details			
Effective Date			
Term	Fixed term of XX year(s).		
Fee (in Canadian dollars)	☐ One-Time Fee	Amount: $XX,XXX + applicable taxes	
	☐ Recurring Annual Fee	Residential Folios	Non-Residential Folios
	Price per Folio	$0.XX	$0.XX
	Estimated Folios (based on 20XX Assessment Roll)		
	Approximate annual price	Amount: $XX,XXX + applicable taxes	
	Fixed Folio price based on volume and term discount. Annual payment calculation recalculated each year based on actual Folio count.		
	☐ Other	Amount: $XX,XXX + applicable taxes	
Early Termination Charge	☐ Other	50% of the Fees payable by the Licensee for the remaining portion of the Term, calculated based on most up to date Folio count as of the date of the termination (e.g., current year assessment roll)	
Invoicing	☐ Monthly ☐ Quarterly ☐ Annually		
Attachments	☐ Schedule A – Data ☐ Exhibit A to Schedule A – List of Data Elements		

☐ Schedule B – Special Terms   ☐ Schedule C – Security Requirements

☐ Schedule D – BCA Policies

By signing below, the Licensee agrees to be bound by this Agreement as of the Effective Date. This Agreement will not bind the parties until executed by both parties, but will be retroactive to the Effective Date if executed after the Effective Date.

LICENSEE   BRITISH COLUMBIA ASSESSMENT AUTHORITY

Per: _____   Per: _____

Authorized Signatory   *Authorized Signatory*

Name: _____   Name: _____

Title: _____   Title: _____

Date _____   Date _____

1. Definitions

In this Agreement:

"Affiliate" means, with respect to any person, any other person that controls, is controlled by or is under common control with that person.

"Agreement" means this End User Data License Agreement, including the Details and all attached schedules.

"BCA" means the British Columbia Assessment Authority, a crown corporation having an office at 400 – 3450 Uptown Blvd., Victoria, BC, V8Z 0B9.

"BCA Policies" means the BCA requirements, procedures or policies set out in Schedule D in effect as of the Effective Date, as BCA may add or amend from time to time under Section 6;

"Business Day" means any day other than a Saturday, Sunday or public holiday in the Province of British Columbia.

"Claim" means any actual or threatened civil, criminal, administrative, regulatory, arbitral or investigative inquiry, action, suit, investigation or proceeding.

"Data" means the data BCA provides to the Licensee in respect of properties located within British Columbia, as set out in Schedule A.

"Data Agreement" means a license agreement between BCA and a Data Licensee granting the Data Licensee rights in or to the Data.

"Data Documents" means any documents created, derived, or resulting from the Data that do not directly incorporate, bundle, include or otherwise expose the Data.

"Data Elements" mean the 'data elements' set out in Exhibit A to Schedule A.

"Data Licensee" means a third party or entity that has entered into a Data Agreement with BCA.

"Details" means the 'details' set out on page 1 of this Agreement.

"Dispute" means any dispute between the parties in relation to this Agreement, including any disagreement, difference of opinion, or failure to agree on any matter related to this Agreement.

"Early Termination Charge" means the 'early termination charge' set out in the Details.

"Effective Date" means the 'effective date' set out in the Details.

"Fee" means the fee or other consideration payable by the Licensee in exchange for the Data license and related services under this Agreement, as set out in the Details.

"FIPPA" means the Freedom of Information and Protection of Privacy Act (BC).

"Folio" means a collection of data about a property or part of a property identified by a roll number that generally includes ownership, actual value and other information required for assessment purposes.

"Intellectual Property Rights" means all patents, trademarks, official marks, trade names, domain names, design rights, copyrights, know how, trade secrets and rights in confidential information, URLs and all and any other intellectual property rights, whether registered or unregistered, and including all applications and rights to apply for any of the foregoing.

"Licensee" means the person identified as 'Licensee' in the Details.

"Personal Information" means 'personal information' as defined in FIPPA.

"Personnel" includes a party's directors, officers, employees, agents and contractors.

"POANI" means the names and mailing addresses of property owners.

"Privacy Commissioner" means the Office of the Information and Privacy Commissioner for British Columbia.

"Prohibited PI" means any Personal Information for which disclosure is not authorized by FIPPA.

"Response Plan" means the response plan prepared by the Licensee under Section 11(b).

"Term" means the 'term' set out in the Details.

2. Provision of Data

(a) During the Term, BCA shall make available or deliver the Data to the Licensee on or around the date(s) and in the format set out in Schedule A.

(b) The Licensee acknowledges that the availability or delivery of the Data may be delayed, such as due to system failures, and that such delays will not be considered a breach of this Agreement or result in any payment by BCA to the Licensee.

3. Changes to Data Elements or Delivery

(a) BCA may remove a Data Element from or change a Data Element in the Data if BCA stops collecting the Data Element, believes the Data Element contains Prohibited PI or confidential or sensitive information, or receives a direction from the Privacy Commissioner restricting the collection, use or disclosure of the Data Element. BCA shall notify the

Licensee of a removal or change of a Data Element where reasonably possible.

(b) BCA may change the way or format in which it delivers the Data by notifying the Licensee.

4. Grant of License

(a) Subject to this Agreement, BCA grants the Licensee a non-exclusive and non-transferrable license to use the Data for internal business purposes and create, provide, copy and distribute the Data Documents to third parties.

(b) The Licensee may sublicense the rights granted in Section 4(a) to its Affiliates, provided each Affiliate agrees to be bound by this Agreement as if the Affiliate were the Licensee. The Licensee represents and warrants that each such sublicensee is an Affiliate as defined under Section 1.

(c) The Licensee may permit its Personnel, including service providers, to access the Data for the purposes of creating Data Documents or to store the Data on the Licensee's behalf, provided such access complies with this Agreement.

(d) Any action or inaction of the Licensee's Personnel or Affiliates or third party recipient of any Data Document, if carried out by the Licensee, would constitute a breach of this Agreement, is a breach of this Agreement by the Licensee.

(e) The license granted under Section 4(a) only includes Data provided to the Licensee by a Data Licensee with BCA's written consent.

(f) The license granted under Section 4(a) does not authorize the Licensee to use any Prohibited PI, such as POANI, included in the Data.

(g) Nothing in this Agreement will in any way limit or restrict BCA's right to continue to access, copy, support, maintain, modify, license, assign, distribute, use or otherwise exploit the Data in any way and for any purpose.

5. Restrictions on Use

The license granted in Section 4(a) is a limited license. This means that the Licensee, its Personnel and its Affiliates cannot use the Data in any other way or for any other purpose and shall, except as expressly permitted by this Agreement:

(a) not sell, license, disclose, distribute or otherwise provide the Data, in any form, whether in whole or in part, to any third party;

(b) not sell, license, receive any consideration or otherwise derive any value from the Data Documents, in any form, whether in whole or in part;

(c) not sublicense any rights under this Agreement, including any rights to distributors, resellers or other intermediaries;

(d) ensure the Data is not used, directly or indirectly, by any of its Personnel for any purpose that is inconsistent with this Agreement;

(e) ensure the Data is not used for any of the purposes prohibited by Section 69 of the Assessment Act (BC);

(f) take reasonable steps to prevent any person from disaggregating or reverse engineering the Data or a Data Document into Data; and

(g) not use the Data in a way that is unlawful or infringes the rights, including Intellectual Property Rights, or negatively impacts the reputation of any third party.

6. Law and Policy

(a) The Licensee shall comply with all applicable laws and BCA Policies in relation to this Agreement.

(b) BCA may, on 180 days prior notice, add new BCA Policies or amend existing BCA Polices for purposes relating to security of Data, compliance with applicable law, board mandates, board directions, board policies corporate imperatives, or advice or directions from regulatory bodies that have jurisdictional oversight over BCA, including the Privacy Commissioner.

(c) The Licensee may terminate this Agreement prior to the end of the notice period, provided that:

 (i) the Licensee can produce evidence reasonably satisfactory to BCA, no less than 60 days prior to the end of the notice period, that the new or amended BCA Policy will have a material negative effect on the Licensee's use of the Data;

 (ii) the Licensee notifies BCA no less than 60 days prior to the end of the notice period of its intention to terminate this Agreement and the termination date is on a date that is on or before the last date of the notice period; and

 (iii) BCA does not elect to take any action prior to

the end of the notice period to ensure that the new or amended BCA Policy does not have a material negative effect on the Licensee's use of the Data.

For clarity, if the conditions in Section 6(c)(i) or 6(c)(ii) are not met by the Licensee, then the new or amended BCA Policies will bind the Licensee on the first Business Day after the end of the notice period.

7. Privacy and Prohibited PI

(a) Despite any conflicting provision of any applicable law, the Licensee is a service provider to BCA under FIPPA in connection with this Agreement. The Licensee shall comply with FIPPA, including any advice, orders or directions of the Privacy Commissioner.

(b) The parties do not intend for BCA to disclose any Prohibited PI, including POANI, in the Data or otherwise, to the Licensee. Where the Licensee accesses or receives Prohibited PI (due to inadvertence or otherwise), the Licensee shall:

(i) immediately notify BCA;

(ii) not use or disclose such Prohibited PI for any reason other than to BCA;

(iii) perform any actions with respect to such Prohibited PI as directed by BCA; and

(iv) ensure that such Prohibited PI is not included in any Data Document.

8. Security

(a) The Licensee shall protect the confidentiality, security, accuracy and integrity of the Data including by:

(i) complying with the security requirements set out in Schedule C, as BCA may amend from time to time in accordance with Schedule C; and

(ii) adopting industry standard administrative, technical and physical safeguards.

(b) Without limiting Section 8(a), the Licensee shall:

(i) protect the Data with at least the same level of administrative, technical and physical safeguards the Licensee uses protect its own confidential information;

(ii) set up and enforce controls that limit access to and use of the Data by its Personnel or any third party to being on a need to know basis;

(iii) keep a log of all user accounts of the Licensee's Personnel that have access to the Data and conduct quarterly reviews of those logs to ensure the user accounts are active and subject to access levels. On request, the Licensee shall provide those access logs to BCA, excluding any personal information or confidential information in those access logs.

9. Error Reporting and Corrections

(a) The Licensee shall promptly notify BCA of any errors in the Data that come to its attention.

(b) On notice to the Licensee, BCA may make, at its sole discretion, any corrections or updates to the Data. The Licensee shall not make any corrections or updates to the Data.

10. Payment

(a) The Licensee shall pay the Fees at the times and in the amounts set out in each invoice that BCA issues.

(b) All Fees will be due and payable in full within 30 days of the date of invoice, unless otherwise stated in the invoice or this Agreement.

(c) Payments made after their due date will incur interest at a rate equal to 15 percent per year.

(d) In addition to all Fees payable under this Agreement, the Licensee shall pay all applicable taxes and duties (including sales, use, value added and similar taxes) that are due or payable with respect to this Agreement or any Fees.

11. Non-Compliance

(a) Where the Licensee becomes aware of any use of the Data or any Data Document that does not comply with this Agreement, the Licensee shall immediately provide BCA with notice setting out all known details of the non-compliance.

(b) Within five Business Days of either receiving notice from BCA of possible non-compliance or of the Licensee providing the notice under Section 11(a), the Licensee shall provide BCA with a detailed written response plan (the "Response Plan") setting out:

(i) the nature of the non-compliance, including

the parties involved and affected;

(ii) the actions that the Licensee will take to remedy the non-compliance;

(iii) the actions, including legal action, that the Licensee will take to mitigate any harm, loss or damage suffered by BCA as a result of the non-compliance and ensure that the non-compliance does not re-occur; and

(iv) the date by which each of the steps and actions identified in the Response Plan will be completed.

(c) Within 10 Business Days of receipt of the Response Plan, BCA may either:

(i) accept the Response Plan; or

(ii) reject the Response Plan.

(d) Where BCA rejects the Response Plan, BCA may require the Licensee to amend the Response Plan and resubmit it in accordance with the procedure set out in Sections 11(b) and (c).

(e) In the case of any sale, purported licensing, access, distribution, use or disclosure of the Data or the Data Documents not expressly authorized by this Agreement, the Licensee will pay BCA damages, including the difference between the Fees paid by the Licensee and the licence fees (the amount of which to be reasonably determined by BCA) applicable to a license sufficient to cover the sale, purported licensing, access, distribution, use or disclosure of the Data or the Data Documents. Such damage will be considered part of the actual, direct and provable damages suffered by BCA and not as a penalty or exclusive damages.

12. Intellectual Property

(a) The Licensee acknowledges that the Data supplied by BCA, including any modification or enhancement of the Data and all applicable Intellectual Property Rights in the Data, is and will remain the exclusive property of BCA and its licensors.

13. Confidentiality

(a) Each party shall, and shall ensure that its Personnel, keep this Agreement confidential except as permitted by this Section 13 or with the prior written consent of other party.

(b) The Licensee may disclose this Agreement where required by applicable law, provide that the Licensee gives notice to BCA of its intention to disclose this Agreement and provide BCA with a reasonable opportunity to take such steps (including legal proceedings) as BCA considers necessary to protect this Agreement from disclosure.

(c) BCA may disclose this Agreement where BCA reasonably believes it is required to do so under applicable law, including FIPPA.

(d) The parties may disclose this Agreement for the purpose of exercising their rights and fulfilling their obligations under this Agreement.

14. Audit

(a) Subject to Section 14(e) BCA and its representatives are entitled to access the Licensee's books and records to verify the Licensee's compliance with this Agreement during the Licensee's normal business hours and upon no less than five days' prior notice by BCA.

(b) The Licensee shall provide BCA and its representatives with any assistance reasonably necessary to exercise BCA's audit rights.

(c) BCA shall bear its costs of any audit undertaken in accordance with this Section 14, unless such audit identifies non-compliance with this Agreement in which case the Licensee shall pay all such costs of the audit to BCA.

(d) Upon BCA's written request, the Licensee shall deliver to BCA a written statutory declaration in a form satisfactory to BCA as to the Licensee's compliance with all of its obligations under this Agreement and the accuracy of the Licensee's reporting under this Agreement.

(e) BCA and BCA's authorized representatives are entitled to conduct one audit in each calendar year, except that audits may be conducted more frequently if BCA determines, acting reasonably, that there is a need to do so.

(f) **Except for the purposes of enforcing this Agreement, BCA shall hold all information obtained under this Section 14 is strict confidence.**

15. Disclaimer, Waiver and Release

(a) To the maximum extent permitted by law, BCA disclaims, and the Licensee waives, all other

representations, warranties or conditions, including any warranty or condition of accuracy, correctness, merchantable quality, merchantability, durability, title, non-infringement or fitness for a particular purpose with respect to the Data or any other item or service BCA provides under this Agreement.

(b) Without limiting Section 15(a), the Licensee:

(i) acknowledges that any use of the Data, including to create, copy and distribute the Data Documents, is at the Licensee's sole risk; and

(ii) acknowledges that BCA is in no way responsible for the quality, accuracy or correctness of any Data provided by it or any Data Licensee, or the obligations of any Data Licensee to provide Data.

(c) The Licensee hereby releases BCA from any Claim it may have against BCA in connection with the Data, including that the Data or a Data Document infringes, violates or misappropriates any proprietary or other right of any third party, including any Intellectual Property Rights or privacy rights.

16. Indemnity

The Licensee shall indemnify, defend and hold harmless BCA and its Personnel or Affiliates from and against any Claims (including amounts paid in settlement) or costs or expenses (including legal fees on a solicitor and client basis) arising out of or in connection with:

(a) the Licensee's breach of this Agreement or any action or inaction of the Licensee's Personnel which if carried out by the Licensee would constitute a breach of this Agreement;

(b) any use by the Licensee's Personnel of the Data or Data Documents, unless:

(i) such use complies with this Agreement;

(ii) such Claim is a third party Claim that the Data, or the Data incorporated into the Data Documents (as the case may be) infringes, violates or misappropriates any proprietary or other rights of such third party; and

(iii) upon receiving a notice from BCA regarding such third party Claim, the Licensee immediately ceases to, and causes its

Personnel to immediately cease to, use, disclose, reproduce or distribute such Data or Data Documents (as the case may be); and

(c) any actions taken by BCA to enforce this Agreement.

(d) any Data provided to the Licensee by a Data Licensee.

17. Limitation of Liability

(a) BCA's total liability under this Agreement, and the Licensee's sole and exclusive remedy, is limited to, at BCA's option:

(i) refunding any Fees actually paid to BCA under this Agreement, capped at an amount equal to the Fees paid to BCA in the 12 months immediately preceding the claim; or

(ii) resupplying the Data.

(b) To the maximum extent permitted by law, BCA disclaims all liability for special, incidental, indirect or consequential loss and damages, lost profits, lost data, lost opportunities, and punitive and exemplary damages arising out of this Agreement or with respect to the supply or use of the Data, even if BCA or its Personnel know of the possibility of such damages.

(c) The limitations of this Section 17 will apply to all causes of action, whether based on breach of warranty, breach of condition, breach of contract, fundamental breach or breaches or infringement of Intellectual Property Rights, negligence, other tort claims, strict liability or any other legal or equitable theory.

18. Suspension

(a) Where:

(i) BCA reasonably believes that the Licensee is in breach of this Agreement or that there is any use of the Data or any Data Document not in compliance with this Agreement (including by the Licensee's Personnel or Affiliates);

(ii) notice has been provided under Section 11(a); or

(iii) BCA rejects any Response Plan under Section 11(c),

BCA is entitled to, by notice to the Licensee, suspend the rights BCA has granted under, including by ceasing to provide Data, requiring the return of the Data and requiring the Licensee to cease creating or distributing Data Documents.

(b) Upon suspending this Agreement, BCA is entitled to:

    (i) investigate the activities of the Licensee that resulted in the suspension; and

    (ii) lift the suspension, maintain the suspension or, subject to the cure period set out in Section 19(b)(i), terminate this Agreement, all as determined in BCA's sole discretion.

(c) The Licensee is not entitled to damages, compensation, refund or repayment of the Fees in the event that this Agreement is suspended or terminated in accordance with this Section 18.

19. Term and Termination

(a) Term

This Agreement starts on the Effective Date and will continue for the Term, unless terminated earlier in accordance with this Agreement.

(b) Termination by BCA

In addition to its termination rights otherwise set out in this Agreement, BCA may terminate this Agreement immediately by notice to the Licensee, if the Licensee:

    (i) fails to remedy, to the satisfaction of BCA, any breach of this Agreement that is capable of remedy, within 30 days of the date on which BCA issues the Licensee a notice requiring the Licensee to remedy the breach;

    (ii) breaches any provision of this Agreement and such breach cannot be remedied;

    (iii) is subject to proceedings in bankruptcy or insolvency, voluntarily or involuntarily, if a receiver is appointed, if the Licensee's property is assigned to its creditors, it performs any other act of bankruptcy or if the Licensee becomes insolvent or cannot pay its debts when they are due; or

    (iv) is precluded or restricted from using the Data in accordance with this Agreement as a result of change of applicable law, regulation or order.

(c) Termination for Convenience

    (a) BCA may terminate this Agreement for convenience, upon giving the Licensee no less than 60 days' prior notice.

    (b) The Licensee may, subject to its obligations to pay the Early Termination Charge, terminate this Agreement for convenience, upon giving BCA no less than 60 days' prior notice.

(d) Termination by the Licensee

The Licensee may terminate this Agreement by notice to BCA if:

    (i) BCA fails to remedy, to the Licensee's satisfaction, any breach of this Agreement that is capable of remedy, within 30 days after the date on which the Licensee issues BCA a notice requiring BCA to remedy the breach;

    (ii) BCA breaches any material provision of this Agreement and such breach cannot be remedied; or

    (iii) the Licensee terminates this Agreement pursuant to Section 6(c).

(e) Consequences of Termination

    (i) Termination of this Agreement will not prejudice any right of action or remedy which may have accrued to either party prior to termination.

    (ii) Where BCA terminates this Agreement pursuant to Section 19(b), the license granted under Section 4(a) is terminated immediately and the Licensee shall immediately discontinue any form of access, reproduction or use of the Data, including preparing, providing, reproducing and distributing all Data Documents, return the Data to BCA, and destroy all copies of Data in its possession, power or control, and, upon request by BCA, provide written confirmation that the requirements in this Section 19(e)(ii) have been met.

(f) Survival

Sections 1, 5, 6, 7, 8, 11, 13, 14, 15, 16, 17, 18, 19, 20 and 21 survive the termination of this Agreement and may be enforced at any time.

20. Dispute Resolution

(a) Where a Dispute arises between the parties in connection with this Agreement, the parties will continue to perform their obligations under this Agreement and, prior to commencing any formal proceedings, attempt in good faith to reach a negotiated resolution by naming a representative of appropriate authority to resolve the Dispute. Unless the parties otherwise agree, negotiations between the parties under this Section 20(a) will continue for 10 Business Days unless resolved earlier.

(b) If the Dispute is not resolved within 10 Business Days under Section 20(a), the parties agree to refer the Dispute for confidential arbitration. The arbitration will occur in Victoria, British Columbia and will be conducted in accordance with and governed by the Arbitration Act (BC). The parties, before entering into arbitration, will:

   (i) appoint an arbitrator by mutual agreement; or

   (ii) failing such agreement, each appoint an arbitrator, and these two arbitrators will jointly select a third arbitrator to be a member of the panel.

Unless otherwise determined by the arbitrator or panel, the parties will bear the costs associated with the arbitration equally.

(c) Nothing in this Section 20 prevents a party from seeking urgent declaratory or interlocutory relief.

21. Miscellaneous

(a) Entire Agreement

This Agreement contains the entire understanding between the parties with respect to the subject matter of this Agreement, and supersedes all previous agreements, representations, warranties, explanations and commitments, expressed or implied.

(b) Further Assurance

Each party shall from time to time execute and deliver all such further documents and instruments and do all acts as the other party may reasonably require to effectively carry out, better evidence or perfect the full intent and meaning of this Agreement.

(c) Amendment

Any purported amendment to this Agreement will be invalid unless it is duly executed by the parties.

(d) Assignment

   (i) BCA may assign its rights and obligations under this Agreement or transfer any of its interests under this Agreement by giving the Licensee notice.

   (ii) The Licensee shall not assign this Agreement in whole or in part without the prior written consent of BCA, which will not be unreasonably withheld.

(e) No Relationship

(i) The parties intend to be independent contractors and shall not represent otherwise or make commitments on one another's behalf.

(f) Notices

   (i) Any demand, notice or other communication to be given in connection with this Agreement will be given in writing by personal delivery or email, addressed to the recipient as follows:

   To BCA:

   Address: 400 – 3450 Uptown Blvd. Victoria, BC, V8Z 0B9
   Email: propertyinfo@bcassessment.ca
   Attention: Manager, Property Information

   To the Licensee:

   As set out in the Details.

   (ii) A party may change its address or email for notice purposes by giving the other party notice.

   (iii) Any demand, notice or other communication given by personal delivery will be considered to have been given on the day of actual delivery and, if given by email, on the day of sending if given during the normal business hours of the recipient and on the Business Day during which such

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normal business hours next occur if not given during such hours on any day.

(g) Rule of Construction

In the interpretation of this Agreement, no rule of construction applies to the disadvantage of the party preparing this Agreement on the basis that it prepared or put forward this Agreement or any part of it.

(h) Force Majeure

Except for the Licensee's obligation to pay the Fees, neither party shall be liable for any loss or damage for delay or non-delivery caused by any matter or thing beyond its reasonable control, including fire, strike, lock-out, labour dispute, civil or military authority, embargo, delay in carriers or non-delivery of materials by a third-party.

(i) Governing Law

The laws of British Columbia and the laws of Canada applicable in British Columbia apply to this Agreement. The parties submit themselves to the exclusive jurisdiction of the courts of British Columbia.

(j) Precedence

In the event of any ambiguity, inconsistency or discrepancy between the main body of this Agreement and any schedule agreed by the parties, Schedule C (Security Requirements) will take precedence, followed by Schedule B (Special Terms) (if applicable), then the main body of this Agreement, and finally all other schedules with equal priority.

(k) Interpretation

In this Agreement:

(i) headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this Agreement;

(ii) a reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them;

(iii) a person includes a firm, partnership, joint venture, association, corporation or other body corporate;

(iv) a reference to a person includes the legal personal representatives, successors and assigns of that person;

(v) a reference to a body which no longer exists or has been reconstituted is a reference to a body which most closely serves the purposes or objects of the first- mentioned body;

(vi) a reference to this or other documents includes the document as varied or replaced regardless of any change in the identity of the parties;

(vii) a reference to '$' or 'dollars' is a reference to Canadian dollars;

(viii) the singular includes the plural and vice versa;

(ix) unless otherwise stated, references to recitals, articles, sections, exhibits and schedules are to the recitals, articles, sections, exhibits and schedules of or to this Agreement, and those recitals, articles, sections, exhibits and schedules are a part of this Agreement;

(x) the terms 'including' and 'includes' are not terms of limitation; and

(xi) except for remedies which are explicitly stated to be exclusive, any remedy under this Agreement is cumulative to the other remedies set out in this Agreement or otherwise available.

(l) Counterparts

(i) The parties may execute this Agreement electronically and in counterparts. Each counterpart is treated as an original and, collectively, the same document.

SCHEDULE A

DATA

Part 1: Description of Data				
File Format & Frequency	**File**		**Format**	**Frequency**
			Choose an item.	
Delivery	Choose an item.			
Area	Copy from here			
Property Type	☐ Residential		☐ Non-Residential	
	☐ Residential ☐ Strata Residential ☐ Other: eg AUCs, value threshold, etc		☐ Accommodations ☐ Civic & Recreation ☐ Commercial ☐ Farm ☐ Industrial ☐ Multi-Family ☐ Strata ICI ☐ Transportation & Utilities ☐ Other: eg AUCs, value threshold, etc	
Part 2: Reporting Requirements				
Frequency	**Report Name**			

EXHIBIT A TO SCHEDULE A
LIST OF DATA ELEMENTS

[BCA Note: This Exhibit A needs to be revised to cater to different Licensees.]

	Residential	Format	Non-Residential	Format
XX				
Area	x	.x	x	.x

SCHEDULE B
SPECIAL TERMS

INSERT SPECIAL TERMS OR LEAVE PAGE BLANK

SCHEDULE B
SPECIAL TERMS
(ACADEMIC RESEARCH CLIENTS)

Part 1. Scope of Data Use	
Scope	1. For the purpose of this Agreement, "**Names Users**" means the 'named users' set out in Part 3 of this Schedule B. The list of Named Users may only be modified with the express written consent of BCA.
	2. Notwithstanding Section 4(a) of the Agreement, the Licensee and the Named Users may use the Data solely for non-profit academic research purposes, with no rights to create the Data Documents, or provide, reproduce and distribute them to third parties other than in accordance with this Schedule B.
	[Note to Client: Any other license restrictions or deal specific points should be captured here.]

Part 2: Special Terms	
Additional Terms	1. The Named Users are authorized by the Licensee to access and use the Data, provided that
	2. The Licensee shall ensure that all Named Users agree in writing to be bound by the Agreement prior to using or accessing any Data.
	3. The Licensee shall ensure that such access and use is in accordance with the Agreement.
	4. Named Users may publish the analysis and results of any research conducted using the Data, provided that:
	a. the results are published for use in academic research, including in peer-reviewed academic publications, or in non-peer reviewed briefs, papers or research projects (the "Published Research");
	b. the Published Research does not include extracts of the Data, except with BCA's prior written consent;
	c. BCA is cited as the source of the Data; and
	d. the analysis and results stated in the Published Research are expressed to be the views of the applicable Named Users, not of BCA.
	5. If the Licensee wishes to use the Data for any use not expressly authorized under the Agreement, the Licensee shall obtain an additional license and pay any required fees, as determined by BCA.
	6. The Licensee acknowledges that the Licensee is receiving the Data for a lower fee than an equivalent commercial data license.
	7. The Licensee shall ensure the Data is not incorporated, directly or indirectly, into any product or service that is developed for sale or for which the Licensee, the Named Users or any other third party receives any form of remuneration.
	8. The Licensee and Named Users shall deliver, at their convenience all Published Research to BCA's designated person set out in Section 21(f).

Part 3: Named Users	

SCHEDULE C
SECURITY REQUIREMENTS

The Licensee shall comply with, and cause its Personnel to comply with, BCA security requirements for data licensees, which can be found on the BC Assessment website, and which BCA may amend from time to time by publishing a revised version without notice, currently as follows: [NTD: Link to be inserted.]

SCHEDULE D
BCA POLICIES

- Data Access Policy for Citizens, Provincial and Local Government Organizations and Academic Researches Policy Choose an item. [link to be inserted when published]