



# BC ASSESSMENT

## BOARD POLICY

### Data Access for Citizens, Provincial and Local Government Organizations and Academic Researchers Policy

#### BP 02-0148

##### 1. Purpose

The purpose of this Data Access for Citizens, Provincial and Local Government Organizations and Academic Researchers Policy (the “**Policy**”) is to establish comprehensive practices and procedures governing British Columbia Assessment Authority’s (BCA) management of access to BCA Data to citizens, Provincial and Local Government Organizations and Researcher Users, for both assessment and non-assessment purposes consistent with the provincial government’s [Open Information and Open Data Policy](#), [BCA’s legislative mandate](#) and in the [Mandate Letters](#) issued by BCA’s responsible Ministry.

BCA has a legislative mandate to value all properties in British Columbia. To carry out that mandate, BCA collects, maintains and uses relevant data. The costs associated with this mandate are largely funded by property taxpayers of BC through a tax levied by BCA. Additional revenues are generated through the licensing of Data.

This Policy sets out the basis on which BC Assessment will provide Data to citizens, Provincial and Local Government Organizations and Research Users.

It does not apply to access provided through a parallel policy: Data Access and Conditions of Access for Specialized Users Policy (BP 02-0149)

The policy will be regularly reviewed in the context of evolving expectations with respect to Data Access.

## 2. Objective

The key objectives of this Policy are to:

- enhance the social and economic benefit of the government data which is public information and of which BC Assessment is the custodian by maximizing access to public information for public benefit and in the public interest;
- protect the confidentiality of data that is not public information;
- protect the privacy rights of citizens by ensuring that any sharing of information is consistent the [Freedom of Information and Protection of Privacy Act](#);
- ensure that Data is never used for solicitation or harassment (in contravention of sections 68 and 69 of the [Assessment Act](#));
- ensure a fair return for the investment the public has made in creating the Data and avoid any subsidy to private business; and
- manage any risks associated with making information accessible in various electronic formats.

## 3. Responsibility

The Board is responsible for approving this Policy.

The CEO is responsible to ensure:

- the Policy remains current and is communicated and available to all relevant BCA Personnel; and
- any deviations from this Policy are approved by the Chair of the Board, or authorized delegate, and reported to the Board by the next Board meeting.

Any deviations from this Policy must be approved by the Chair of the Board, or authorized delegate, and reported to the Board by the next Board meeting.

## 4. Applicability

This Policy applies to the provision of Data to parties external to BCA.

It applies only to use by citizens, Provincial and Local Government Organizations

and Researcher Users.

It does not apply to access provided through a parallel policy: [Data Access and Conditions of Access for Specialized Users Policy \(BP 02-0149\)](#).

## 5. Definitions

**“Assessment Search”** means the online service to search and view information on individual properties, that is made available on BCA Assessment’s public website ([www.bcassessment.ca](http://www.bcassessment.ca)). The public service is intended for personal use, unless a commercial subscription is licensed for internal business use.

**“BCA”** means the British Columbia Assessment Authority.

**“BCA Data”** means Data related to properties in BC, collected and maintained by BCA for property assessment purposes, and able to be shared under the terms of both the [Assessment Act](#) and the [Freedom of Information and Protection of Privacy Act](#);

**“BCA Personnel”** means all persons employed by BCA, including full-time and part-time employees, managers, directors, members of the Executive.

**“BC Online”** means the sale of Individual Property Data delivered through the provincial government’s online sales portal: BC Online.

**“Board”** means the BCA Board of Directors and/or Committees of the Board.

**“CEO”** means BCA’s Chief Executive Officer.

**“Data”** means data that is in the form provided by BCA, including the original data file provided by BCA or a portion thereof and saved into a different file format and/or reordered data elements. Data does not include data created by another party through analysis and/or adding data from other sources.

**“Data Access”** means the provision of BCA Data and includes access through Assessment Search, access through BC Online (or equivalent) and access through Licensing Agreements with Post-Secondary Institutions and Provincial or Local Government Organizations.

**“Data Catalogue”** means a list of property Data elements that are routinely available through standard and custom BCA Data products and services, which is

available to view on BCA's public website ([www.bcassessment.ca](http://www.bcassessment.ca)) under [Property Information Services](#).

**"Fee"** means a fee authorized under section 10 of the [Assessment Authority Act](#).

**"Individual Property Data"** means Data for a specific property or one or more specific properties chosen for comparison purposes.

**"Licensing Agreement"** means a contract between BCA and Post-Secondary Institutions and Provincial or Local Government Organizations, which describes the terms and conditions for the use of BCA Data.

**"must"** means a mandatory requirement.

**"Policy"** means this Policy.

**"Post-Secondary Institution"** means a public or private university, college, provincial institute or similar institution in British Columbia.

**"Provincial and Local Government Organization"** means;

- a) the Government of British Columbia;
- b) municipalities;
- c) regional districts;
- d) taxing treaty First Nations;
- e) the Nisga'a Lisims Government; and
- f) a public body, as defined by the *Financial Administration Act*.

**"Research Data"** means Data that results from research as distinct from the Data used as input to the research. Research Data must be aggregations or manipulations of the Data that do not allow the Data to be recreated from the Research Data.

**"Research User"** means a student, faculty or staff member of a Post-Secondary Institution, a Public Body and other researchers associated with not-for-profit organizations which have been approved by BCA.

**"should"** means a requirement that is strongly encouraged but not mandatory.

**"Taxing Authority"** means an entity with the authority to levy property tax within

a jurisdiction in British Columbia.

## 6. Data Access for Citizens, Provincial and Local Government Organizations and Academic Researchers Policy

### 6.1 Mandate to Provide Access

#### 6.1.1. Core Legislative Mandates

BCA has a legislative mandate to value all properties in British Columbia. It has been provided this mandate by the provincial government in order to provide the provincial government, municipalities, regional districts, taxing treaty First Nations, and the Nisga'a Lisims Government with an accurate, legislatively determined, consistent basis for the application of value based property taxes. To carry out that mandate, BCA collects, maintains and uses relevant data. The costs associated with this mandate are funded directly by the property taxpayers of BC through a tax levied by BCA.

As part of the core mandate:

- All taxpayers are entitled to receive access to information with respect to their property. This includes access to sufficient Individual Property Data to satisfy themselves that their assessment is accurate and equitable ([Assessment Act](#) sections 3(1) and (8));
- Assessment roll information must be available for inspection at the office of the assessor ([Assessment Act](#) section 8);
- Personal Information – the [Assessment Act](#) requires that personal information be included on the assessment roll. Section 68 specifically provides that owner name must be deleted from an assessment roll except for an assessment roll supplied to certain taxing authorities, available for public inspection under section 8 or accessible through BC Online information services. Section 68 is silent with regards to other personal information included on the roll. Sections 68 and 69 prohibit the use of the Data for solicitation or harassment; and
- All taxing authorities are entitled to receive free, unrestricted access to regularly updated assessment data for properties within each Taxing

Authority's area of jurisdiction and other mandated Data Access ([Assessment Act](#) section 7).

## 6.2 Mandate to Provide Other Access

The information gathered also has the capacity to be used for an array of commercial and non-commercial uses, which can enhance the economic and social prosperity of British Columbia. BCA has provided this information for many years, and there has been a continuing demand for access to this information.

BCA's response has been to respond on a principled and pragmatic basis.

The principled underpinnings are two-fold:

### 6.2.1. Trusteeship

This information has been gathered on behalf of BC taxpayers and paid for by them, and BCA as custodian of this government information has a trusteeship type role in determining how best to make it available for uses beyond its core use of supporting property taxation.

### 6.2.2. Legislative Authority

The legislative context for the provision of Data to other users includes the following:

- The Board has the authority to authorize the officers or employees to perform technical or professional services, other than those required under the [Assessment Act](#) and to set and charge fees for those services ([Assessment Authority Act](#) section 10(e));
- All access to and use of BCA Data (see above) must be within the authority granted to the organization under the [Assessment Authority Act](#) and is subject to the requirements of other relevant statutes including the [Freedom of Information and Protection of Privacy Act](#) and the [Assessment Act](#); and
- Sections 68 and 69 of the [Assessment Act](#) prohibit the use of the data for solicitation or harassment.

The result of all this is that the information of which BCA is the custodian is either public (i.e. assessment roll data exclusive of names), personal (i.e. names), or

protected by law (i.e. certain non-assessment roll data used to prepare assessments).

## 6.3 Data Access Policy

### 6.3.3. Overview

This Policy sets out the terms and conditions for the access of Data. It applies only to access provided to citizens, government organizations and academic researchers and includes the access citizens have through Assessment Search. The foundation for this Policy is built on the need for BCA to manage the risk to government of making substantial amounts of information available in electronic formats.

It begins with the assertion that there will be a degree of public risk in allowing electronic access to the scale of public information for which BCA is responsible. This is a massive database that includes the value and physical characteristics of virtually every privately owned property in the province. Although it is by law public information, there is a difference between this information being available for manual viewing in a BCA office and it being made available for electronic manipulation in conjunction with other databases.

As a result, BCA has a responsibility to manage access and to recover the cost of that management from the users.

Given this perspective, this Policy attempts to balance three competing principles:

- Maximizing access to public information for public benefit;
- Ensuring a fair return for the investment the public has made in creating the Data; and
- Managing any risks associated with making information accessible in various electronic formats.

The elements of this Policy are:

**Universal Free Access** - Anyone may access Individual Property Data through Assessment Search without charge, subject to a prohibition on commercial use of the Data.

**Access that Enhances Data Quality** - Easy to use and convenient feedback mechanisms will be provided to all those who access Data to encourage reporting of Data corrections and updates. This assists BCA to fulfill its core mandate by improving the quality of information on which assessments are based.

**Access for Research Purposes** - Research Users may access Bulk Data for research purposes without charge, subject to a license that requires attribution of the Data to BCA and sharing of research results with BCA, and prohibits dissemination of Data and commercial use.

**Access for Provincial and Local Government Organizations** - Provincial and Local Government Organizations have two levels of access:

First, they receive the information to which they are entitled as taxing jurisdictions automatically, as required by statute. BCA also provides optional and related customer service without charge, on such terms and conditions as BCA determines.

Second, they may request information and reports that are related to responsibilities other than their role as taxing jurisdictions. In this case, that information is provided at fees based on the cost to BCA of providing the Data, subject to Licensing Agreements that prohibit commercial use of the Data.

#### **6.3.4. Revisions to Licensing Agreements**

All users will be expected to provide feedback on any corrections, updates or errors found in the Data for review and further investigation by BCA staff. BCA will maintain easy to use mechanisms that will provide users with the ability to submit data corrections and updates. This will assist BCA to fulfill its core mandate by improving the quality of information on which assessments are based.

Every Licensing Agreement or other form of agreement will be in plain English and as simple as possible.

Non-compliance with any Licensing Agreement may at least result in loss of provision of BCA Data.

#### **Universal Free Access**

BCA will provide online access to Individual Property Data through Assessment



Search, at [www.bcassessment.ca](http://www.bcassessment.ca) or another similar location. There will be two levels of access:

- Anyone may gain access to Individual Property Data subject to a use agreement or license that forbids commercial use of the Data (currently available); and
- Property owners may gain access to detailed Individual Property Data about their own property, subject to authentication of property owner's identity (functionality to be added).

BCA will regularly review the Data provided through Assessment Search to ensure that taxpayers have access to sufficient Individual Property Data.

### **Access for Research Purposes**

BCA will provide Research Users with online access to Data, without charge, for research purposes. Research use of BCA Data will be subject to a Licensing Agreement that requires attribution of the Data to BCA and sharing of research results with BCA, prohibits dissemination of Data without permission, and prohibits commercial use. Publication of research results and Research Data will be expressly permitted. The Research User must ensure BCA that its proposed use of Data is consistent with the Licensing Agreement.

BCA may enter into an arrangement with a Post-Secondary Institution to act as curator, custodian, registrar and access portal for BCA Data for research purposes on behalf of BCA, provided access to the Data for research purposes is in accordance with this Policy.

### **Access to Local and Provincial Government Organizations**

Provincial and Local Government Organizations have two levels of access.

First, they receive the information to which they are entitled as taxing jurisdictions automatically, as required by statute. BCA also provides optional and related customer service without charge.

Second, they may request information and reports that are related to

responsibilities other than their role as taxing jurisdictions. In this case, that information is provided at fees based on the cost to BCA of providing the Data, subject to Licensing Agreements that prohibit commercial reuse of the Data.

### **6.3.5. Consultation**

Any proposal for material changes to this Policy, including changes to Licensing Agreements set out in the Appendices requires consultation with BCA's responsible Ministry. BCA will also consider feedback from citizens, Provincial and Local Government Organizations and Research Users in developing changes to the Policy and Licensing Agreements and will notify affected Local Government Organizations and Research Users of material changes.

### **6.3.6. Determination of Fees and Waivers**

BCA calculates Fees for Data provided under this Policy on a cost recovery basis for time and materials.

Any waiver or reduction of a fee requires the approval of the CEO, based on one or more of the following considerations:

- Administrative burden to BCA;
- Ability of the organization to pay, including funding source in current budgets;
- Benefits to BCA, including advancing BCA's mandate and strategic objectives;
- Promoting the priorities set out in BCA's [Mandate Letters](#);
- Relationship to initiatives of BCA's responsible Ministry;
- Provision of Data for emergency management services and related initiatives; and
- On balance, provision of the Data for no or reduced fee is in the public interest.

### **6.3.7. Data Catalogue**

The Data Catalogue will be available on the [Property Information Services](#) section of BCA's public website. It will list routinely releasable Data available for licensing. Any changes to the Data Catalogue require the approval of the CEO, based on the following considerations:

- Data elements contained in this Data Catalogue must comply with BCA's obligations under the [Freedom of Information and Protection of Privacy Act](#) and the [Assessment Act](#);
- Release of the Data will not cause harm to the security of any property or safety of any person;
- There is sufficient demand for the Data;
- BCA's operations, including the financial or economic interests of BCA;
- Business interests of a third parties we obtain the Data from; and
- Provision of the Data is in the public interest.

In addition to the Data elements contained from time to time in the Data Catalogue, BCA may provide access to additional Data based on the needs of a particular:

- Citizens (in relation to their own information);
- Provincial or Local Government Organization; and
- Research User,

provided the provision of the Data complies with the laws of British Columbia, including the [Freedom of Information and Protection of Privacy Act and the Assessment Act](#).

### **6.3.8. Access Agreements/ License**

BCA has the following License Agreements and templates approved for use, depending on the nature of the arrangement:

- Appendix 1 – End User Data License Agreement: Licensee only uses Data for its own internal purposes and does not include it in products sold to others.  
Examples:
  - Government organization, such as municipality or First Nation, uses Data to provide government services or tax property;

- University conducting research on property values in BC;
- Appendix 2 – Short Form End User License Agreement: Licensee is requesting that BCA prepare a one-time or recurring custom report for internal use only. The Short Form EULA should be used for low risk Data provision such as:
  - Less than 10 Data elements;
  - Licensee is a Governmental or public body; and
  - Fees of less than \$25,000.00.
- Appendix 3 – Amendment Template: used to extend the term of an existing license (if in current approved form), add or delete Data elements and parties authorized to access the Data and/ or frequency and format of delivery.

In order to ensure that security provisions in the Licensing Agreements remain current, these provisions will be posted on [Property Information Services](#) section of BCA's public website and a link will be included in the Licensing Agreements. The CEO may approve changes to these security provisions.

### **6.3.9. General Provisions**

Individual Licensing Agreements must be consistent with this Policy and the standard Licensing Agreements included in the Appendices. The CEO may approve:

- non-material variations from this Policy and the Licensing Agreements, limited to:
  - clarifications, formatting and correction of typographical errors;
  - provision of additional Data elements not included in the Data Catalogue, including personal information in compliance with BCA's privacy requirements; and
  - provision of historic Data for no or reduced fees at the time of the entering into of a new Licensing Agreement.
- use of Assessment Search by citizens, Government Organizations and Researcher Users, without a license; and
- changes to the security provisions posted on the [Property Information Services](#) section of BCA's public website, and incorporated into the Licensing Agreements.

## **7. Monitoring and Reporting**

The Vice President, Customer must establish and implement systems, processes, procedures and internal controls to monitor and ensure compliance with this

Policy.

Overall responsibility for ensuring timely, ongoing and effective compliance rests with the Vice President, Customer.

The CEO must report any material non-compliance of this Policy to the Board in a timely manner and once rectified, the actions taken to rectify the non-compliance at the next Board meeting.

Review of this Policy may periodically be delegated by the Board to a committee, and if so delegated, the committee will provide recommendations to the Board regarding changes to the Policy.

The CEO is responsible for implementing and operating under the Policy, including:

- consulting with BCA's responsible Ministry in relation to any changes in the Policy and submitting any changes to the Policy and standard Licensing Agreements to the Board for approval;
- monitoring the implementation of the Policy and reporting to the Board on any material issues. This includes advising the Board of any matters where formal dispute resolution is anticipated and any apparent risks relating to the use of licensed Data that could result in the use of that Data for solicitation or harassment; and
- advising the Board of any material changes to the provincial government's [Open Information and Open Data Policy](#) or any related direction that applies to BCA and of the implications of such changes for BCA.



## 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)	<input type="checkbox"/> One-Time Fee	Amount: \$XX,XXX + applicable taxes	
	<input type="checkbox"/> 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.		
	<input type="checkbox"/> Other	Amount: \$XX,XXX + applicable taxes	
Early Termination Charge	<input type="checkbox"/> 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	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Annually
Attachments	<input type="checkbox"/> Schedule A - Data	<input type="checkbox"/> 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**

Per:

\_\_\_\_\_  
*Authorized Signatory*

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date

\_\_\_\_\_

**BRITISH COLUMBIA ASSESSMENT AUTHORITY**

Per:

\_\_\_\_\_  
*Authorized Signatory*

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

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 Policies 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, Data  
Operations

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

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			
<b>File Format &amp; Frequency</b>	<b>File</b>	<b>Format</b>	<b>Frequency</b>
		Choose an item.	
<b>Delivery</b>	Choose an item.		
<b>Area</b>	<a href="#">Copy from here</a>		
<b>Property Type</b>	<input type="checkbox"/> Residential	<input type="checkbox"/> Non-Residential	
	<input type="checkbox"/> Residential <input type="checkbox"/> Strata Residential <input type="checkbox"/> Other: eg AUCs, value threshold, etc	<input type="checkbox"/> Accommodations <input type="checkbox"/> Civic & Recreation <input type="checkbox"/> Commercial <input type="checkbox"/> Farm <input type="checkbox"/> Industrial <input type="checkbox"/> Multi-Family <input type="checkbox"/> Strata ICI <input type="checkbox"/> Transportation & Utilities <input type="checkbox"/> Other: eg AUCs, value threshold, etc	
Part 2: Reporting Requirements			
<b>Frequency</b>	<b>Report Name</b>		



**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	
<b>Scope</b>	<ol style="list-style-type: none"> <li>1. For the purpose of this Agreement, “<b>Names Users</b>” 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.</li> <li>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.</li> </ol> <p style="background-color: yellow; padding: 2px; margin-top: 10px;"><b>[Note to Client: Any other license restrictions or deal specific points should be captured here.]</b></p>
Part 2: Special Terms	
<b>Additional Terms</b>	<ol style="list-style-type: none"> <li>1. The Named Users are authorized by the Licensee to access and use the Data, provided that</li> <li>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.</li> <li>3. The Licensee shall ensure that such access and use is in accordance with the Agreement.</li> <li>4. Named Users may publish the analysis and results of any research conducted using the Data, provided that:               <ol style="list-style-type: none"> <li>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”);</li> <li>b. the Published Research does not include extracts of the Data, except with BCA’s prior written consent;</li> <li>c. BCA is cited as the source of the Data; and</li> <li>d. the analysis and results stated in the Published Research are expressed to be the views of the applicable Named Users, not of BCA.</li> </ol> </li> <li>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.</li> <li>6. The Licensee acknowledges that the Licensee is receiving the Data for a lower fee than an equivalent commercial data license.</li> <li>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.</li> <li>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).</li> </ol>

**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.]**



**BC ASSESSMENT**

**SCHEDULE D  
BCA POLICIES**

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



## Appendix 2 – Short Form End User License Agreement

**BC Assessment**

Data Operations

400-3450 Uptown Blvd

Victoria BC V8Z 0B9



**BC ASSESSMENT**

**[NTD: Insert contact name and title]**

**[NTD: Insert Licensee address]**

**[NTD: Insert Date]**

Dear **[NTD: Insert Licensee Name]:**

**RE: Letter Agreement – [NTD: Insert licensee name]**

The British Columbia Assessment Authority (“BCA”) is pleased to serve **[NTD: Insert licensee name]**'s information request.

This Letter Agreement sets out the terms and conditions on which BCA will license the data and the reports described in Appendix A (collectively, the “Requested Reports”) to **[NTD: Insert licensee full name]** (the “Licensee” or “you” or “your”):

1. Subject to the terms and conditions set out in this Letter Agreement, **[NTD: Insert the following wording if the Licensee is paying a fee for the Requested Reports: “and in consideration of payment made by the Licensee to BCA in the amount of \_\_\_ dollars, ”]** BCA hereby grants to you a non-exclusive, non-transferrable and non-sublicensable limited license to use the Requested Reports, solely for internal business purposes related to **[NTD: Insert permitted purpose(s)].**
2. You acknowledge and agree that:
  - a) The Requested Reports are those that the Licensee has requested.
  - b) The assessment data included in the Requested Reports is collected by BCA for assessment purposes. You will ensure that the Requested Reports are not used by anyone for any of the purposes prohibited by section 69 of the *Assessment Act* (BC).



- c) Only you, your employees, officers and directors, and any other users approved by BCA in writing (collectively, the “**Authorized Users**”) are authorized to use the Requested Reports in accordance with the terms of this Letter Agreement.  
**{Optional Single Academic User: Only you as the Licensee and no other persons unless such persons are approved by BCA in writing (collectively, the “Authorized Users”) are authorized to use the Requested Reports in accordance with the terms of this Letter Agreement}**
- d) It is understood that the Licensee (and Authorized Users) will secure, collect, use, retain, disclose and destroy the data included in the Requested Reports in accordance with the *Freedom of Information and Protection of Personal Privacy Act* (“FIPPA”).
- e) If you are a public body as defined by FIPPA, you acknowledge that you have authority to collect any personal information included in the Requested Reports.
- f) BCA should not be cited as a source for inquiry purposes. The Licensee shall ensure that all inquiries in relation to the Requested Reports provided in relation to the Licensee’s purposes will be directed to the Licensee.
- g) Except as expressly provided for in this Letter Agreement, all right, title and interest in and to the Requested Reports will at all times remain with BCA.
- h) The Requested Reports are provided “as-is” and without warranty, including in relation to the accuracy, currency, completeness or quality of the Requested Reports. To the maximum extent permitted by law, BCA disclaims, and the Licensee waives, all representations, warranties or conditions, including any warranty or condition of merchantable quality, durability, title, non-infringement or fitness for purpose with respect to the Requested Reports.
- i) You will indemnify, defend and hold harmless BCA and its employees, officers, directors, contractors, agents, representatives, successors and assigns from and against any and all damage or losses suffered or incurred by any of them directly or indirectly arising from or relating to: (a) any breach by you of any of your representations, warranties, covenants, responsibilities or obligations set out in this Letter Agreement; or (b) use of the Requested Reports by you (or Authorized Users).
- j) The total cumulative liability of BCA and its personnel under this Letter Agreement for any loss, damage or injury claim, and the Licensee’s sole and exclusive remedy, is limited to the resupply of the Requested Documents by BCA. To the maximum extent permitted by law, BCA disclaims any and all liability for: (i) special, incidental, indirect or consequential loss or damages (including loss of profits); (ii) punitive and exemplary damages arising out of this letter agreement or with respect to the supply or use of the requested documents, even if BCA or its personnel have been apprised of the possibility of such damages.
- k) You hereby release BCA from, and agree not to make any claim against BCA in respect of, or arising in connection with your use of the Requested Reports, including any claim the Requested Reports infringe third party intellectual property rights.





- l) You will take all reasonable steps to protect the confidentiality, security, accuracy and integrity of the Requested Reports.
- m) You may not assign this Letter Agreement in whole or in part without the prior written consent of BCA, which consent will not be unreasonably withheld.
- n) Other than the permitted disclosure to the Authorized Users as set out in this Letter Agreement, without the prior written consent of BCA, you will not sell, license, disclose, distribute or otherwise provide the Requested Reports (or any part thereof) to any third party.
- o) You will not allow the Requested Reports (or any part thereof) to be incorporated into any product or services that is developed for sale or public distribution except as approved in writing by BCA.
- p) BCA may terminate this Letter Agreement and the limited license to use the Requested Reports if you fail to comply with the terms of this Letter Agreement.
- q) BCA may terminate this Letter Agreement without cause by giving the Licensee no less than 30 days notice. For clarity, upon termination of this Letter Agreement for any reason, BCA is not obligated to provide Requested Reports to the Licensee. On termination of this Letter Agreement, the Licensee will return or destroy the Requested Reports.
- r) This Letter Agreement will be governed and construed in accordance with the laws of British Columbia and the laws of Canada applicable therein without regard to conflicts of law that would apply a different body of law. The parties submit themselves to the non-exclusive jurisdiction of the courts of British Columbia.

If you are in agreement with the above conditions, please sign this Letter Agreement and return it to BCA Data Partnerships at: [propertyinfo@bcassessment.ca](mailto:propertyinfo@bcassessment.ca).

**LICENSEE**

**BRITISH COLUMBIA ASSESSMENT AUTHORITY**

Per: \_\_\_\_\_  
*Authorized Signatory*

Per: \_\_\_\_\_  
*Authorized Signatory*

Name: \_\_\_\_\_

Name: Choose an item.

Title: \_\_\_\_\_

Title: Choose an item.

Date \_\_\_\_\_

Date \_\_\_\_\_



## Appendix A Requested Reports

Part 1: Description of Data		
<b>Roll Year/Type</b>	<input type="checkbox"/> [YYYY] Preview Roll <input type="checkbox"/> [YYYY] Completed Roll <input type="checkbox"/> [YYYY] Revised Roll <input type="checkbox"/> [YYYY] Revised Roll + Supplementary	
<b>Geographic Region</b>	<b>INSERT</b>	
<b>Property Type</b>	<input type="checkbox"/> Residential	<input type="checkbox"/> Non-Residential
	<input type="checkbox"/> Residential <input type="checkbox"/> Strata Residential <input type="checkbox"/> Other:	<input type="checkbox"/> Accommodations <input type="checkbox"/> Civic & Recreation <input type="checkbox"/> Commercial <input type="checkbox"/> Farm <input type="checkbox"/> Industrial <input type="checkbox"/> Multi-Family <input type="checkbox"/> Strata ICI <input type="checkbox"/> Transportation & Utilities <input type="checkbox"/> Other:
<b>Format</b>	Choose an item.	
<b>Delivery Method</b>	Choose an item.	
<b>Report Name</b>	YYYYMMDD_CustomerName_ReportType	

Part 2: List of Data Elements



• XXXX	• XXXX
--------	--------

## Appendix 3 – Amendment Template

INSERT LICENSE AGREEMENT - AMENDMENT AGREEMENT NUMBER [ONE (1)]

BETWEEN

**8. British Columbia Assessment Authority**

a crown corporation having an office at:

400 – 3450 Uptown Blvd., Victoria, BC, V8Z 0B9

("BCA")

AND

**8.1 INSERT LICENSEE FULL NAME AND ADDRESS FROM DETAILS ON PAGE 1 OF THE AGREEMENT**

(the "Licensee")

BACKGROUND

A. The parties entered into a INSERTLicense Agreement with an Effective Date of [INSERT FROM DETAILS - PAGE 1], a copy of which is attached



as Schedule A (the "Agreement").

**B. [INSERT - DESCRIBE AMENDMENT - SAMPLE TEXT:**

[The Licensee has requested additional Data (the "Additional Data")

[The Licensee wishes to renew / revise the Term of the Agreement].

C. The parties have agreed to amend the Agreement as set out below (the "Amendment Agreement").

AGREEMENT

The parties agree as follows:

1. This Amendment Agreement is made effective [INSERT DATE] ("Amendment Agreement Effective Date").
2. All capitalized terms used in this Amendment Agreement and not otherwise defined will have the meaning given to them in the Agreement unless otherwise specifically provided for herein.
3. **SAMPLE TEXT:** The Term specified in the Details on page 1 of the Agreement is amended to "[INSERT]" years.
4. **SAMPLE TEXT:** The Fee specified in the Details on page 1 of the Agreement is amended to read: "\$[INSERT]" payable annually in accordance with the payment terms in the Agreement/**INSERT ONE TIME FEES FOR STUB PERIOD.**
5. **SAMPLE TEXT:** [Schedule A - Data is deleted in its entirety and replaced with the Schedule A - Data set out in Appendix 1] **OR** [The Data described in Schedule A to the Agreement is amended to [INSERT: ADD/ DELETE] the following
  - (a) In Part 1: Description of Data:
    - i. Data Type: [INSERT].
    - ii. Frequency: [INSERT].
    - iii. Data Format & Delivery: [INSERT].
    - iv. Area: [INSERT].
    - v. Property Type: [INSERT].
  - (b) Part 2: Reporting Requirements:



- i. Frequency: [INSERT].
- ii. Report Name: [INSERT].

(c) In Exhibit A to Schedule A: Data Elements:

- i. [INSERT].
- ii. [INSERT].

**6. SEE SECTION 23 OF THE AGREEMENT - SPECIAL REQUIREMENTS RE ADDITIONAL VALUE ADDED PRODUCTS.**

7. **SAMPLE TEXT:** Schedule C - Special Terms to the Agreement is amended as follows:

- a. [INSERT].
- b. [INSERT].

8. As of the Amendment Agreement Effective Date, the Agreement is hereby amended as set out above. In all other respects, the Agreement is confirmed and remains in full force and effect.

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

**LICENSEE**

**BRITISH COLUMBIA ASSESSMENT AUTHORITY**

Per:

Per:

\_\_\_\_\_  
*Authorized Signatory*

\_\_\_\_\_  
*Authorized Signatory*

Name:

Name:

\_\_\_\_\_

\_\_\_\_\_

Title:

Title:

\_\_\_\_\_

\_\_\_\_\_

Date

Date

\_\_\_\_\_

\_\_\_\_\_



**BC ASSESSMENT**

**Schedule A**

**[Attach copy of current agreement.]**