Data Access and Conditions of Access for Specialized Users Policy BP 02-0149

1.   Purpose

The purpose of this Data Access and Conditions of Access for Specialized Users Policy (the "**Policy**") is to establish comprehensive practices and procedures for managing access to BCA Data for both assessment and non-assessment purposes. This Policy is designed to be consistent with the provincial government's current Open Information and Open Data Policy and the subsequent direction provided to in 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 and other services provided by BCA.

This Policy for Specialized Users sets out the basis on which BCA will provides Data through Licensing Agreements and BC Online.

It does not apply to access provided through the parallel policy: Data Access for Citizens, Provincial and Local Government Organizations and Academic Researchers Policy.

This Policy for Specialized Users will be regularly reviewed in the context of rapidly 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 BCA 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 with 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;

- ensure that any commercial relationships are conducted in a way that provides consistent treatment to all customers and does not take advantage of BCA's position as a publically owned Crown corporation to gain commercial advantage by using taxpayer funding to support Data licensing activities; and

- manage any risks associated with making information accessible in various electronic formats.

3.   Responsibility

The Board is responsible for approving this Policy.

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.

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.

4.   Applicability

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

This Policy applies to Licensing Agreements with Specialized Users and to those who access BCA Data for a Fee through online channels such as BC Online. A parallel policy sets out the basis for access provided to citizens, government organizations and

academic researchers, including access provided to citizens through Assessment Search.

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). 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*.

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

"**BC Online**" means the provision of access to Individual Property Data delivered through the provincial government's online sales portal, BC Online.

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

"**CEO**" means BCA's Chief Executive Officer.

"**CPI**" means the "Consumer Price Index" for British Columbia published by Statistics Canada.

"**Commercial User**" means a for-profit company that receives access to BCA Data to use for its commercial purposes.

"**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 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 Specialized Users.

"**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) under [Property Information Services](http://www.bcassessment.ca).

"**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 a Specialized User, which describes the terms and conditions for the use of BCA Data.

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

"**Policy**" means this Policy.

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

"**Specialized User**" means any organization not covered by the Data Access for Citizens, Provincial and Local Government Organizations and Academic Researchers Policy, that enters into a licensing agreement with BCA or accesses Data through online channels such as BC Online.

"**Taxing Authority**" means an entity with the authority to levy property tax within a jurisdiction in British Columbia.

6. Data Access and Conditions of Access for Specialized Users Policy

6.1 Mandate to Provide Access

6.1.1. Core Legislative Mandates

BCA has a legislative mandate to value all properties in BC. It has been provided this mandate by the provincial government in order to provide the provincial government, municipalities, regional districts, taxing 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 and 69 of the *Assessment Act* 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*)*.

6.1.2. *Mandate to Provide Other Access*

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

BCAs response has been to respond on a principled and pragmatic basis. The principled underpinnings are two-fold.

(a) *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.

(b) *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 section 10 of 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 (assessment roll Data exclusive of names); personal (names); or, protected by law (certain non-assessment roll Data used to prepare assessments).

6.2   Data Access Policy

6.2.1. Overview

This Policy for Specialized Users sets out the terms and conditions for the Data Access through Licensing Agreements and through online channels. It is built on the need for BCA to manage the risk to government of making substantial amounts of Data available in electronic formats.

It applies to Licensing Agreements and Data distributed through online channels such as BC Online. The parallel Policy for Citizens, Provincial and Local Government Organizations and Academic Researchers sets out the basis of access for those users, including the access citizens are provided through Assessment Search.

This Policy for Specialized Users 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 made 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 Specialized Users.

Given this perspective, this Policy attempts to balance four 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;

- ensuring that any commercial relationships are conducted in a way that treats all customer consistently and does not take advantage of BCA's position as a publically owned Crown corporation to gain commercial advantage by using taxpayer funding to support Data licensing activities; and

- managing any risks associated with making information accessible in various electronic formats.

The elements of this Policy are:

- **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.

- **Public Benefit** - Access to public Information will be provided to interested customers in a way that maximizes public benefit.

- **Data Provision** - BCA is in the business of providing information for use by British Columbia taxing jurisdictions. That information may be helpful to other enterprises for their own internal use or for the creation of value added products. BCA can facilitate economic opportunity by making its Data available, but will leave the work of adding value to the private sector.

- **No Subsidy** - BCA is not in the business of providing commercial subsidies. Any costs associated with formatting public information for commercial use must be fully cost-recovered.

- **Consultation** – BCA will consult with its responsible Ministry before making any material changes to this Policy. BCA will also consider feedback from Specialized Users in developing changes to the Policy and will notify Specialized Users of any material changes.

- **Transition to Changes in Government Policy** - Given the need to allow for a managed transition to any future government policy, in what is a rapidly evolving area; all Licensing Agreements initiated after the adoption of this Policy shall contain provisions that allow them to be adjusted in a timely way, to conform to such policy direction.
- **Transparency** – the Fee Structure, and standard Licensing Agreements are set out in Appendices to this Policy. Changes to these documents are subject to the consultation requirement in this Policy.

6.2.2. General Provisions

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 develop 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. Each Licensing Agreement will contain a dispute resolution process.

6.2.3. Access that Enhances Quality

BCA encourages all those who access Data to report possible Data corrections and updates. This assists BCA to fulfill its core mandate by improving the quality of Data on which assessments are based.

6.2.4. Public Benefit

Access to public information will be provided to interested customers in a way that maximizes public benefit.

6.2.5. Data Provision

BCA is in the business of creating information for use by British Columbia taxing jurisdictions. That information may be helpful to other enterprises for their own internal use or for the creation of value-added products. BCA can facilitate economic

opportunity by making its Data available, but will leave the work of adding value to the private sector.

6.2.6. No Subsidy

BCA is not in the business of providing commercial subsidies. Any costs associated with providing Data Access for commercial use must be fully cost-recovered.

6.2.7. Consultation

Any proposal for material changes to this Policy, including changes to the Fee Schedule and standard License Agreements, requires consultation with BCA's responsible Ministry. BCA will also consider feedback from Specialized Users in developing changes to the Policy and Licensing Agreements and will notify Specialized Users of any material changes.

6.2.8. Transition to Changes in Government Policy

Given the need to allow for a managed transition to any future government policy in what is a rapidly evolving area, all Licensing Agreements shall contain provisions that allow them to be adjusted in a timely way, to conform to any such policy direction.

6.2.9. Determination of Fees

Fees will be set by the Board on the basis of the estimated costs of administering access and the achievement of a fair return for the investment the public has made in creating the Data.

Appendix 1 sets out the Fees for the current Data offerings.

Fees for bulk data have been calculated based on the following factors:

- Use: Internal decision-making or external value-added Data products;
- Length of Contract: On Demand or annual subscription up to 5 years;
- Data Types: Residential and/or commercial; and
- Data Set: Number of folios, included Data elements.

At least annually, the Board will consider whether the Fees set out in Appendix 1 should be adjusted. The Board may consider the following in making any Fee adjustments (increases and decreases):

- Revenue needs of BCA;

- Demand for the Data;

- Ensuring a fair return to BCA for providing the Data;

- Ensuring BCA is not subsidizing any private businesses;

- Recovering costs associated with the provision of the Data; and

- Considering inflation, with reference to the average monthly CPI for the previous 12-month period.

In addition to the Fees set out in Appendix 1:

- The Board may consider reduced fees for specific user groups including small and/or emerging users.

- The CEO may waive or reduce a fee if:

  o The data provided relates to property owned by the licensee;

  o Benefits BCA, including:

    ▪ advancing BCA's mandate and strategic objectives;

    ▪ promoting the priorities set out in BCA's Mandate Letters;

    ▪ relating to initiatives of BCA's responsible Ministry;

    ▪ relating to emergency management services and related initiatives; and

    ▪ on balance, provision of the Data for no or reduced fee is in the public interest.

The definitive Fee will be set out in the Licensing Agreement.

6.2.10.   *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 President and Chief Executive Officer, 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.

6.2.11.   Access Agreement/License

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

- Appendix 2 – Commercial Data Licensing Agreement: used for bulk Data licensing, where the licensee is permitted to redistribute the Data in value-added products to external parties. Examples include a commercial company using the Data to create reports about BC property to sell to real estate agents, banks and mortgage brokers; valuation companies producing an Automated Valuation Model (AVM); a technology company using the Data to create and make available online property lookup tools and maps.

- Appendix 3 – End User Data License Agreement: used for bulk Data licensing, where the licensee uses the Data for internal purposes only and is not permitted to include the Data in value-added products distributed to external parties. Example a commercial company using Data for internal statistics.

- Appendix 4 – Short Form End User License Agreement: used for bulk Data licensing provided one of the following applies:
  - Less than 10 Data elements;
  - Licensee is a Governmental or public body; and
  - Fees of less than $25,000.00

- Appendix 5 –Amendment Template: used to extend the term of an existing license (if in current approved form), add or delete Data elements and/or parties authorized to access the Data and/or frequency and format of delivery.

- Appendix 6 – Assessment Search Subscription: used to license the use of Assessment Search Service for internal business use.

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 President and Chief Executive Officer may approve changes to these security provisions.

In addition to the standard Schedules contained in the Licensing Agreements, BCA's Board has approved certain special terms and conditions that may be offered to Specialized Users if appropriate, including provisions relating to:

- service levels; and

- provision of Data to other Specialized Users.

6.2.12.   *General Provision*

Individual Licensing Agreements must be consistent with this Policy, including the fee structure and the standard Licensing Agreements included in the Appendices. The President and Chief Executive Officer may approve:

- Non-material variations from this Policy and the Licensing Agreements, limited to:

  o clarifications, formatting and correction of typographical errors;

  o provision of additional Data elements not included in the Data Catalogue, including personal information in compliance with BCA's privacy requirements; and

  o provision of historic Data for no fees or reduced fees at the time of the entering into of a new Licensing Agreement; 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 this Policy.

The President and Chief Executive Officer is responsible for implementing and operating under this Policy, including:

- consulting with BCA's responsible Ministry in relation to any changes in this Policy and submitting any changes to this Policy, fee schedule and standard Licensing Agreements to the Board for approval;

- monitoring the implementation of this 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 – Data Fees

Information regarding the determination of the fees is set out in section 4.10 – Determination of Fees above.

Individual Property Reports Accessed via BC Online

- See BC OnLine for product details and terms.

Report Type	Number of Properties	Data	Property Type	Subscription Term Length	Subscription Update Frequency	Price per year
Level 1 Report Access via BC Online	Single Folio	Roll #, address, neigh, SD, Owner name & address, LTSA doc #, PID, legal desc.	Residential or Non-Residential	On Demand	N/A	$7.00 /folio (plus taxes and BC Online transaction fee)
Level 2 Report Access via BC Online	Single Folio	Level 1 plus property class, manual class, assessed values, previous 2 years values, actual use, land use, tenure, ALR, Land size, 5 recent transactions.	Residential or Non-Residential	On Demand	N/A	$9.50 /folio (plus taxes and BC Online transaction fee)
Level 3 Report Access via BC Online	Single Folio	Level 2 plus year built, effective year, total finished area, number of stories, bedrooms, bathrooms, pool, basement, garage, carport.	Residential or Non-Residential	On Demand	N/A	$15.00 /folio (plus taxes and BC Online transaction fee)

Bulk Data Folio Reports delivered via BCA digital channels

This Data is made available in accordance with the applicable Licensing Agreement, depending on the nature of the arrangement- See Section 4.12 – Access Agreement/ License. Note that for multi-year contracts, the fees set out in the applicable licensing agreement may be based on a historical trend of volume growth for the entire contract period.

Residential

Number of Folios (Properties)	Type of Use	Length of Term	All Updates - Completed/Revised and Periodical				Single Updates - Completed/Revised Only			
			Roll Values Only	Roll Values + Sales	Roll Values + Key Property	All Data	Roll Values Only	Roll Values + Sales	Roll Values + Key Property	All Data
			$/Folio	$/Folio	$/Folio	$/Folio	$/Folio	$/Folio	$/Folio	$/Folio
2,200,001 to 2,400,000	External	5	0.1284	0.1297	0.1301	0.1314	0.1284	0.1297	0.1301	0.1314
		3	0.1473	0.1495	0.1501	0.1523	0.1473	0.1495	0.1501	0.1523
		1	0.2420	0.2485	0.2504	0.2569	0.2420	0.2485	0.2504	0.2569
	Internal	5	0.0578	0.0584	0.0585	0.0591	0.0578	0.0584	0.0585	0.0591
		3	0.0663	0.0673	0.0676	0.0685	0.0663	0.0673	0.0676	0.0685
		1	0.1089	0.1118	0.1127	0.1156	0.1089	0.1118	0.1127	0.1156
2,000,001 to 2,200,000	External	5	0.1310	0.1324	0.1328	0.1342	0.1310	0.1324	0.1328	0.1342
		3	0.1516	0.1540	0.1547	0.1570	0.1516	0.1540	0.1547	0.1570
		1	0.2549	0.2620	0.2641	0.2711	0.2549	0.2620	0.2641	0.2711
	Internal	5	0.0589	0.0596	0.0598	0.0604	0.0589	0.0596	0.0598	0.0604
		3	0.0682	0.0693	0.0696	0.0707	0.0682	0.0693	0.0696	0.0707
		1	0.1147	0.1179	0.1188	0.1220	0.1147	0.1179	0.1188	0.1220
1,800,001 to 2,000,000	External	5	0.1341	0.1356	0.1361	0.1376	0.1341	0.1356	0.1361	0.1376
		3	0.1568	0.1594	0.1602	0.1627	0.1568	0.1594	0.1602	0.1627
		1	0.2704	0.2782	0.2805	0.2882	0.2704	0.2782	0.2805	0.2882
	Internal	5	0.0603	0.0610	0.0612	0.0619	0.0603	0.0610	0.0612	0.0619
		3	0.0706	0.0717	0.0721	0.0732	0.0706	0.0717	0.0721	0.0732
		1	0.1217	0.1252	0.1262	0.1297	0.1217	0.1252	0.1262	0.1297
1,600,001 to 1,800,000	External	5	0.1379	0.1396	0.1401	0.1418	0.1379	0.1396	0.1401	0.1418
		3	0.1631	0.1660	0.1668	0.1697	0.1631	0.1660	0.1668	0.1697
		1	0.2893	0.2979	0.3005	0.3092	0.2893	0.2979	0.3005	0.3092
	Internal	5	0.0620	0.0628	0.0630	0.0638	0.0620	0.0628	0.0630	0.0638
		3	0.0734	0.0747	0.0751	0.0764	0.0734	0.0747	0.0751	0.0764
		1	0.1302	0.1341	0.1352	0.1391	0.1302	0.1341	0.1352	0.1391

Residential

Number of Folios (Properties)	Type of Use	Length of Term	All Updates - Completed/Revised and Periodical				Single Updates - Completed/Revised Only			
			Roll Values Only	Roll Values + Sales	Roll Values + Key Property	All Data	Roll Values Only	Roll Values + Sales	Roll Values + Key Property	All Data
			$/Folio	$/Folio	$/Folio	$/Folio	$/Folio	$/Folio	$/Folio	$/Folio
1,400,001 to 1,600,000	External	5	0.1854	0.1879	0.1886	0.1912	0.1426	0.1445	0.1451	0.1471
		3	0.2223	0.2265	0.2277	0.2320	0.1710	0.1742	0.1752	0.1784
		1	0.4068	0.4195	0.4232	0.4359	0.3130	0.3227	0.3256	0.3353
	Internal	5	0.0834	0.0846	0.0849	0.0860	0.0642	0.0650	0.0653	0.0662
		3	0.1000	0.1019	0.1025	0.1044	0.0769	0.0784	0.0788	0.0803
		1	0.1831	0.1888	0.1905	0.1962	0.1408	0.1452	0.1465	0.1509
1,200,001 to 1,400,000	External	5	0.1933	0.1962	0.1970	0.1999	0.1487	0.1509	0.1516	0.1538
		3	0.2355	0.2403	0.2417	0.2465	0.1811	0.1848	0.1859	0.1896
		1	0.4464	0.4609	0.4651	0.4796	0.3434	0.3545	0.3578	0.3689
	Internal	5	0.0870	0.0883	0.0887	0.0900	0.0669	0.0679	0.0682	0.0692
		3	0.1060	0.1081	0.1088	0.1109	0.0815	0.0832	0.0837	0.0853
		1	0.2009	0.2074	0.2093	0.2158	0.1545	0.1595	0.1610	0.1660
1,000,001 to 1,200,000	External	5	0.2038	0.2072	0.2082	0.2116	0.1568	0.1594	0.1602	0.1627
		3	0.2530	0.2587	0.2603	0.2660	0.1946	0.1990	0.2003	0.2046
		1	0.4991	0.5160	0.5210	0.5379	0.3839	0.3969	0.4008	0.4137
	Internal	5	0.0917	0.0932	0.0937	0.0952	0.0706	0.0717	0.0721	0.0732
		3	0.1139	0.1164	0.1171	0.1197	0.0876	0.0895	0.0901	0.0921
		1	0.2246	0.2322	0.2344	0.2420	0.1728	0.1786	0.1803	0.1862
800,001 to 1,000,000	External	5	0.2186	0.2226	0.2238	0.2279	0.1681	0.1713	0.1722	0.1753
		3	0.2776	0.2844	0.2864	0.2931	0.2136	0.2188	0.2203	0.2255
		1	0.5729	0.5932	0.5992	0.6194	0.4407	0.4563	0.4609	0.4765
	Internal	5	0.0984	0.1002	0.1007	0.1025	0.0757	0.0771	0.0775	0.0789
		3	0.1249	0.1280	0.1289	0.1319	0.0961	0.0984	0.0991	0.1015
		1	0.2578	0.2669	0.2696	0.2787	0.1983	0.2053	0.2074	0.2144

Residential

Number of Folios (Properties)	Type of Use	Length of Term	All Updates - Completed/Revised and Periodical				Single Updates - Completed/Revised Only			
			Roll Values Only	Roll Values + Sales	Roll Values + Key Property	All Data	Roll Values Only	Roll Values + Sales	Roll Values + Key Property	All Data
			$/Folio	$/Folio	$/Folio	$/Folio	$/Folio	$/Folio	$/Folio	$/Folio
600,001 to 800,000	External	5	0.2407	0.2458	0.2473	0.2524	0.1852	0.1891	0.1902	0.1941
		3	0.3146	0.3230	0.3255	0.3339	0.2420	0.2485	0.2504	0.2569
		1	0.6837	0.7090	0.7165	0.7418	0.5259	0.5454	0.5511	0.5706
	Internal	5	0.1083	0.1106	0.1113	0.1136	0.0833	0.0851	0.0856	0.0874
		3	0.1416	0.1453	0.1465	0.1503	0.1089	0.1118	0.1127	0.1156
		1	0.3077	0.3190	0.3224	0.3338	0.2367	0.2454	0.2480	0.2568
400,001 to 600,000	External	5	0.2776	0.2844	0.2864	0.2931	0.2136	0.2188	0.2203	0.2255
		3	0.3761	0.3873	0.3907	0.4019	0.2893	0.2979	0.3005	0.3092
		1	0.8682	0.9020	0.9120	0.9457	0.6679	0.6938	0.7015	0.7275
	Internal	5	0.1249	0.1280	0.1289	0.1319	0.0961	0.0984	0.0991	0.1015
		3	0.1692	0.1743	0.1758	0.1809	0.1302	0.1341	0.1352	0.1391
		1	0.3907	0.4059	0.4104	0.4256	0.3005	0.3122	0.3157	0.3274
300,001 to 400,000	External	5	0.3515	0.3616	0.3646	0.3747	0.2704	0.2782	0.2805	0.2882
		3	0.4991	0.5160	0.5210	0.5379	0.3839	0.3969	0.4008	0.4137
		1	1.2374	1.2880	1.3030	1.3536	0.9518	0.9908	1.0023	1.0412
	Internal	5	0.1582	0.1627	0.1641	0.1686	0.1217	0.1252	0.1262	0.1297
		3	0.2246	0.2322	0.2344	0.2420	0.1728	0.1786	0.1803	0.1862
		1	0.5568	0.5796	0.5863	0.6091	0.4283	0.4458	0.4510	0.4686
200,001 to 300,000	External	5	0.4253	0.4388	0.4428	0.4563	0.3190	0.3291	0.3321	0.3422
		3	0.6222	0.6447	0.6513	0.6738	0.4666	0.4835	0.4885	0.5054
		1	1.2820	1.3437	1.3686	1.4303	0.9615	1.0078	1.0265	1.0727
	Internal	5	0.1914	0.1975	0.1993	0.2053	0.1435	0.1481	0.1494	0.1540
		3	0.2800	0.2901	0.2931	0.3032	0.2100	0.2176	0.2198	0.2274
		1	0.5769	0.6047	0.6159	0.6436	0.4327	0.4535	0.4619	0.4827

Residential

Number of Folios (Properties)	Type of Use	Length of Term	All Updates - Completed/Revised and Periodical				Single Updates - Completed/Revised Only			
			Roll Values Only	Roll Values + Sales	Roll Values + Key Property	All Data	Roll Values Only	Roll Values + Sales	Roll Values + Key Property	All Data
			$/Folio	$/Folio	$/Folio	$/Folio	$/Folio	$/Folio	$/Folio	$/Folio
100,001 to 200,000	External	5	0.5729	0.5932	0.5992	0.6194	0.4077	0.4221	0.4263	0.4408
		3	0.8682	0.9020	0.9120	0.9457	0.6178	0.6418	0.6489	0.6729
		1	1.3469	1.4276	1.4669	1.5476	0.9584	1.0158	1.0438	1.1012
	Internal	5	0.2578	0.2669	0.2696	0.2787	0.1835	0.1899	0.1919	0.1983
		3	0.3907	0.4059	0.4104	0.4256	0.2780	0.2888	0.2920	0.3028
		1	0.6061	0.6424	0.6601	0.6964	0.4313	0.4571	0.4697	0.4955
50,001 to 100,000	External	5	1.0159	1.0564	1.0684	1.1089	0.6838	0.7110	0.7191	0.7464
		3	1.2820	1.3437	1.3686	1.4303	0.8629	0.9044	0.9212	0.9627
		1	1.4926	1.6239	1.6957	1.8270	1.0046	1.0930	1.1413	1.2297
	Internal	5	0.4571	0.4754	0.4808	0.4990	0.3077	0.3200	0.3236	0.3359
		3	0.5769	0.6047	0.6159	0.6436	0.3883	0.4070	0.4145	0.4332
		1	0.6717	0.7308	0.7631	0.8221	0.4521	0.4919	0.5136	0.5534
25,001 to 50,000	External	5	1.3104	1.3800	1.4113	1.4808	0.8568	0.9023	0.9228	0.9682
		3	1.3996	1.4976	1.5487	1.6467	0.9151	0.9792	1.0126	1.0767
		1	1.7472	1.9752	2.1036	2.3316	1.1424	1.2915	1.3755	1.5245
	Internal	5	0.5897	0.6210	0.6351	0.6664	0.3856	0.4060	0.4152	0.4357
		3	0.6298	0.6739	0.6969	0.7410	0.4118	0.4406	0.4557	0.4845
		1	0.7862	0.8888	0.9466	1.0492	0.5141	0.5812	0.6190	0.6860
1 to 25,000	External	5	1.4380	1.5495	1.6091	1.7206	0.9264	0.9982	1.0367	1.1085
		3	1.5795	1.7433	1.8344	1.9982	1.0176	1.1231	1.1818	1.2873
		1	2.1967	2.5995	2.8280	3.2309	1.4152	1.6747	1.8219	2.0815
	Internal	5	0.6471	0.6973	0.7241	0.7743	0.4169	0.4492	0.4665	0.4988
		3	0.7108	0.7845	0.8255	0.8992	0.4579	0.5054	0.5318	0.5793
		1	0.9885	1.1698	1.2726	1.4539	0.6368	0.7536	0.8199	0.9367

Non-Residential

Number of Folios (Properties)	Type of Use	Length of Term	All Updates - Completed/Revised & Periodical				Single Updates - Completed/Revised Only			
			Roll Values Only	Roll Values + Sales	Roll Values + Key Property	All Data	Roll Values Only	Roll Values + Sales	Roll Values + Key Property	All Data
			$/Folio	$/Folio	$/Folio	$/Folio	$/Folio	$/Folio	$/Folio	$/Folio
400,001 to 600,000	External	5	0.4162	0.4214	0.4230	0.4282	0.4162	0.4214	0.4230	0.4282
		3	0.4937	0.5024	0.5050	0.5136	0.4937	0.5024	0.5050	0.5136
		1	0.8812	0.9072	0.9149	0.9408	0.8812	0.9072	0.9149	0.9408
	Internal	5	0.1873	0.1896	0.1903	0.1927	0.1873	0.1896	0.1903	0.1927
		3	0.2222	0.2261	0.2272	0.2311	0.2222	0.2261	0.2272	0.2311
		1	0.3965	0.4082	0.4117	0.4234	0.3965	0.4082	0.4117	0.4234
300,001 to 400,000	External	5	0.4744	0.4822	0.4845	0.4922	0.4744	0.4822	0.4845	0.4922
		3	0.5906	0.6036	0.6074	0.6204	0.5906	0.6036	0.6074	0.6204
		1	1.1718	1.2108	1.2223	1.2612	1.1718	1.2108	1.2223	1.2612
	Internal	5	0.2135	0.2170	0.2180	0.2215	0.2135	0.2170	0.2180	0.2215
		3	0.2658	0.2716	0.2733	0.2792	0.2658	0.2716	0.2733	0.2792
		1	0.5273	0.5448	0.5500	0.5676	0.5273	0.5448	0.5500	0.5676
200,001 to 300,000	External	5	0.5192	0.5293	0.5323	0.5424	0.5192	0.5293	0.5323	0.5424
		3	0.6703	0.6872	0.6922	0.7090	0.6703	0.6872	0.6922	0.7090
		1	1.1760	1.2223	1.2410	1.2872	1.1760	1.2223	1.2410	1.2872
	Internal	5	0.2336	0.2382	0.2395	0.2441	0.2336	0.2382	0.2395	0.2441
		3	0.3016	0.3092	0.3115	0.3191	0.3016	0.3092	0.3115	0.3191
		1	0.5292	0.5500	0.5584	0.5793	0.5292	0.5500	0.5584	0.5793
100,001 to 200,000	External	5	0.8433	0.8636	0.8696	0.8898	0.6001	0.6145	0.6187	0.6332
		3	1.1456	1.1793	1.1893	1.2231	0.8151	0.8391	0.8462	0.8703
		1	1.6329	1.7136	1.7529	1.8336	1.1619	1.2193	1.2473	1.3047
	Internal	5	0.3795	0.3886	0.3913	0.4004	0.2700	0.2765	0.2784	0.2849
		3	0.5155	0.5307	0.5352	0.5504	0.3668	0.3776	0.3808	0.3916
		1	0.7348	0.7711	0.7888	0.8251	0.5228	0.5487	0.5613	0.5871

Non-Residential

Number of Folios (Properties)	Type of Use	Length of Term	All Updates - Completed/Revised & Periodical				Single Updates - Completed/Revised Only			
			Roll Values Only	Roll Values + Sales	Roll Values + Key Property	All Data	Roll Values Only	Roll Values + Sales	Roll Values + Key Property	All Data
			$/Folio	$/Folio	$/Folio	$/Folio	$/Folio	$/Folio	$/Folio	$/Folio
50,001 to 100,000	External	5	1.2967	1.3372	1.3492	1.3897	0.8728	0.9000	0.9081	0.9354
		3	1.5680	1.6297	1.6546	1.7163	1.0554	1.0969	1.1137	1.1552
		1	1.7786	1.9099	1.9817	2.1130	1.1971	1.2855	1.3338	1.4222
	Internal	5	0.5835	0.6017	0.6071	0.6254	0.3927	0.4050	0.4086	0.4209
		3	0.7056	0.7334	0.7446	0.7723	0.4749	0.4936	0.5012	0.5198
		1	0.8004	0.8595	0.8918	0.9508	0.5387	0.5785	0.6002	0.6400
25,001 to 50,000	External	5	1.5964	1.6660	1.6973	1.7668	1.0438	1.0893	1.1098	1.1552
		3	1.6856	1.7836	1.8347	1.9327	1.1021	1.1662	1.1996	1.2637
		1	2.0332	2.2612	2.3896	2.6176	1.3294	1.4785	1.5625	1.7115
	Internal	5	0.7184	0.7497	0.7638	0.7951	0.4697	0.4902	0.4994	0.5199
		3	0.7585	0.8026	0.8256	0.8697	0.4959	0.5248	0.5398	0.5687
		1	0.9149	1.0175	1.0753	1.1779	0.5982	0.6653	0.7031	0.7702
1 to 25,000	External	5	1.7240	1.8355	1.8951	2.0066	1.1107	1.1825	1.2209	1.2927
		3	1.8655	2.0293	2.1204	2.2842	1.2018	1.3073	1.3660	1.4716
		1	2.4827	2.8855	3.1140	3.5169	1.5994	1.8590	2.0062	2.2657
	Internal	5	0.7758	0.8260	0.8528	0.9030	0.4998	0.5321	0.5494	0.5817
		3	0.8395	0.9132	0.9542	1.0279	0.5408	0.5883	0.6147	0.6622
		1	1.1172	1.2985	1.4013	1.5826	0.7197	0.8365	0.9028	1.0196

Monthly Sales Reports

THESE FEES ARE CURRENTLY UNDER REVIEW

- <u>This Data is made available in accordance with the applicable Licensing Agreement,</u> depending on the nature of the arrangement- <u>See Section 4.12 – Access Agreement/License.</u>

Report Region	Assessment Areas	Data	Property Type	Subscription Term Length	Subscription Update Frequency	Price per year
Region 1 (AA 01)	Capital	*For all recently sold properties, 36 elements*	Residential and Non-Residential	Annual	*Monthly*	$600
Region 2 (AA 04)	Central Vancouver Island	*For all recently sold properties, 36 elements*	Residential and Non-Residential	Annual	*Monthly*	$500
Region 3 (AA 06)	Courtenay	*For all recently sold properties, 36 elements*	Residential and Non-Residential	Annual	*Monthly*	$300
Region 4 (AA 08)	North Shore – Squamish Valley	*For all recently sold properties, 36 elements*	Residential and Non-Residential	Annual	*Monthly*	$400
Region 5 (AA 09, 10 and 11)	Vancouver, North Fraser and Richmond -Delta	*For all recently sold properties,36 elements*	Residential and Non-Residential	Annual	*Monthly*	$1,100
Region 6 (AA 14 and 15)	Surrey-White Rock and Fraser Valley	*For all recently sold properties, 36 elements*	Residential and Non-Residential	Annual	*Monthly*	$900
Region 7 (AA 17, 19 and 20)	South Okanagan, Central Okanagan, and North Okanagan	*For all recently sold properties, 36 elements*	Residential and Non-Residential	Annual	*Monthly*	$700
Region 8 (AA 21 and 22)	Nelson/ Trail and East Kootenay	*For all recently sold properties, 36 elements*	Residential and Non-Residential	Annual	*Monthly*	$400
Region 9 (AA 23)	Kamloops	*For all recently sold properties, 36 elements*	Residential and Non-Residential	Annual	*Monthly*	$300
Region 10 (AA 24 and 25)	Cariboo and Northwest	*For all recently sold properties, 36 elements*	Residential and Non-Residential	Annual	*Monthly*	$400
Region 11 (AA 26 and 27)	Prince George and Peace River	*For all recently sold properties, 36 elements*	Residential and Non-Residential	Annual	*Monthly*	$400

Assessment Search Subscription

Use the Assessment Search Service to access data for internal business use only.

The Fee is $1,000 monthly for up to 500 searches per month.

Appendix 2 – Commercial Data Licensing Agreement

Part 1: Licensee Information	
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: ____ + 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	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 – Value Added Product(s)	☐ Schedule C – Special Terms
	☐ Schedule D – Security Requirements	☐ Schedule E – 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 Commercial 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 E 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 Elements**" mean the 'data elements' set out in Exhibit A to Schedule A.

"**Details**" means the 'licensee information' and 'contract 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.

"**End User**" means a third party that the Licensee authorizes to access or use the Value Added Products or the Data.

"**End User License Agreement**" or "**EULA**" means an agreement entered into by the Licensee and an End User.

"**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 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.

"**New Product Request**" means a new product request prepared by the Licensee under Section 22(b).

"**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 12(b).

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

"**Value Added Products**" means products that are created, reproduced, derived, bundled or result from the Data, or any other products that incorporate the Data, as set out in Schedule B or as BCA may add to Schedule B under Section 22.

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 and copy the Value Added Products and distribute the Value Added Products to End Users.

(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 Value Added Products or to store the Data on the Licensee's behalf, provided such access and storage complies with this Agreement.

(d) Any action or inaction of the Licensee's Personnel, Affiliates or End Users that, 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) does not authorize the Licensee to use any Prohibited PI, such as POANI, included in the Data.

(f) 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, except as part of a Value Added Product;

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

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

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

(e) take reasonable steps to prevent any person from disaggregating or reverse engineering the Value Added Product into Data;

(f) not distribute a Value Added Product in any way that would enable a third party to extract or copy the lesser of 300 Folios and the maximum number of Folios permitted under Schedule B, at a time. For clarity, providing or distributing a Value Added Product in any way that would enable a third party

to extract or copy 301 Folios, or parts of 301 Folios, is a breach of this Agreement; 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 Value Added Product.

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. With the exception of editing the format of or compiling the Data in a Value Added Product, the Licensee shall not make any corrections or updates to the Data.

10. End Users

(a) The Licensee shall not allow any third party to purchase, access or use any Value Added Products unless it has first entered into a EULA with that third party. The Licensee shall ensure that such third party is not entitled to use or sublicense the Data disaggregated from the Value Added Product.

(b) The Licensee shall ensure that any EULA between it and an End User contains terms and conditions that are at least as restrictive as the terms and conditions imposed on the Licensee under this Agreement with respect to the Value Added Products.

(c) Upon reasonable prior notice, the Licensee shall provide BCA with an up-to-date copy of each EULA between the Licensee and each End User.

(d) The Licensee shall, at its expense, enforce the provisions of EULAs for BCA's benefit and pursue

all available remedies under such EULAs against End Users vigorously and in good faith.

(e) The Licensee shall not permit any End User to access Value Added Products or the Data in a way that violates this Agreement.

11. 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.

12. Non-Compliance

(a) Where the Licensee becomes aware of any use of the Data or any Value Added Product that does not comply with this Agreement or a EULA, 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 12(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 12(b) and (c).

(e) In the case of any sale, purported licensing, access, distribution, use or disclosure of the Data or the Value Added Products 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 Value Added Products. Such damage will be considered part of the actual, direct and provable damages suffered by BCA and not as a penalty or exclusive damages.

13. 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.

(b) Any Value Added Products created by the Licensee, excluding the Data which is the exclusive property of BCA and its licensors, will be the exclusive property of the Licensee.

14. Confidentiality

(a) Each party shall, and shall ensure that its Personnel, keep this Agreement confidential except as permitted by this Section 14 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 thier rights and fulfilling thier obligations under this Agreement.

15. 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 15, 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.

16. 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 16(a), the Licensee:

    (i) acknowledges that any use of the Data, including to create, copy and distribute Value Added Products, 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.

(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 Value Added Product infringes, violates or misappropriates any proprietary or other right of any third party, including any Intellectual Property Rights or privacy rights.

17. Indemnity

The Licensee shall indemnify, defend and hold harmless BCA and its Personnel 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, Affiliates or End Users which if carried out by the Licensee would constitute a breach of this Agreement;

(b) any use by the Licensee's Personnel or any End User of the Data or Value Added Products, unless:

    (i) such use complies with this Agreement;

    (ii) such Claims is a third party Claim that the Data, or the Data incorporated into the Value Added Products (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 any End Users to immediately cease to, use, disclose, reproduce or distribute such Data or Value Added Products (as the case may be); and

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

18. 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 18 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.

19. 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 Value Added Product not in compliance with this Agreement (including by the Licensee's Personnel, End Users or Affiliates);

    (ii) notice has been provided under Section 12(a); or

    (iii) BCA rejects any Response Plan under Section 12(c),

BCA is entitled to, by notice to the Licensee, suspend the rights BCA has granted under this Agreement, including by ceasing to provide Data, requiring the return of the Data and requiring the

Licensee to cease selling or distributing Value Added Products.

(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 20(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 19.

20. 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

    (i) BCA may terminate this Agreement upon giving the Licensee no less than 180 days' prior notice, if a change of applicable law, regulation or government direction, prevents BCA from meeting its obligations under this Agreement (such as if BCA was no longer permitted to collect or disclose certain Data Elements included in the Data) or there is a change in BCA's board directions, mandates, policies, corporate imperatives, or advice or directions from regulatory bodies that have jurisdictional oversight over BCA, including the Privacy Commissioner, that supports or requires the termination of this Agreement.

    (ii) The Licensee may, subject to its obligations to pay the Early Termination Charge, terminate this Agreement for convenience, upon giving BCA no less than 180 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 20(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 Value Added Products, 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 20(e)(ii) have been met.

(iii) Where this Agreement terminates for any other reason, including at the end of the Term, the rights in Section 4(a) will survive termination to the extent necessary for End Users to continue using Value Added Products which they have already received or which the Licensee has already distributed. This Agreement will remain in force as it applies to the applicable Data and Value Added Products and the rights granted in Section 4(a) will otherwise terminate.

(f) Survival

Sections 1, 5, 6, 7 8, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 23 survive the termination of this Agreement and may be enforced at any time.

21. 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 21(a) will continue for 10 Business Days unless resolved earlier.

(b) If the Dispute is not resolved within 10 Business Days under Section 21(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 21 prevents a party from seeking urgent declaratory or interlocutory relief.

22. New Value Added Products

(a) Where reasonably requested by the Licensee, BCA may add new Value Added Products to Schedule B that BCA generally permits other licensees of the Data to provide.

(b) The Licensee may propose new Value Added Products by submitting a written request (the "New Product Request") to BCA containing the following information:

(i) the name of the proposed new Value Added Product;

(ii) a plain language description of the proposed new Value Added Product including its intended use by the End Users;

(iii) the target industries, market, and client categories of the proposed new Value Added Product; and

(iv) a list of the Data Elements and any data derived from the Data Elements to be included in the proposed new Value Added Products.

(c) Within 30 Business Days of receipt of the New Product Request, BCA may require the Licensee to provide more information related to the proposed new Value Added Products.

(d) Within 90 Business Days of receipt of the New Product Request and any more information BCA requests, BCA shall deliver to the Licensee a written determination approving or rejecting each

proposed new Value Added Product in the New Product Request. In reaching its decision, BCA may consider:

(i) whether or not a proposed new Value Added Product meets the language and spirit of the definition of a Value Added Product as defined under this Agreement;

(ii) the value add part of the proposed new Value Added Product; and

(iii) the total number of Folios included and whether or not there are reasonable measures in place to ensure that distribution of more than the total number of Folios will occur.

(e) With respect to each proposed new Value Added Product in the New Product Request approved by BCA:

(i) the proposed new Value Added Product will be automatically added to Schedule B of this Agreement as a new Value Added Product; and

(ii) the Licensee is authorized to commence sale of the new Value Added Product immediately upon receiving the written determination from BCA.

(f) For clarity, selecting and filtering or otherwise re-organizing the Data does not result in a new Value Added Product.

(g) Subject to the rest of this Section 22, BCA shall hold in confidence all information the Licensee is required to deliver to BCA in relation to the proposed new Value Added Products in accordance with Section 22(b) and (c). BCA shall not disclose such information except to BCA's Personnel on a need-to- know basis or as permitted in writing by the Licensee. BCA's foregoing obligations will not be taken to have been breached where the information:

(i) has previously been published or is published;

(ii) is available to the public as a result of lawful disclosure (whether deliberate or inadvertent) of such information by the Licensee or by other third parties and not in

breach of any contractual, legal or fiduciary obligation; or

(iii) is legally required to be disclosed by BCA.

(h) Within five Business Days of receipt of the written determination approving a proposed new Value Added Product, the Licensee may request that BCA maintain the confidentiality of the general description of the approved new Value Added Product for a period of one year, after which date BCA may disclose the general description to any third party and publish the general description on BCA's website (currently located at www.bcassessment.ca). The Licensee acknowledges that BCA disclosing the general description to any third party will not be considered a breach of this Agreement or result in any payment by BCA to the Licensee.

(i) The confidentiality obligations in this Section 22 will survive until the earlier of:

(i) the end of the three year period after the receipt of information relating to such proposed new Value Added Products by BCA; and

(ii) the date on which the new Value Added Products have been commercialized by the Licensee after BCA approves them as new Value Added Products.

(iii) The obligations in this Section 22 do not preclude BCA from having independent discussions with BCA's other license customers regarding any potential new Value Added Products, or approving similar or identical Value Added Products proposed by BCA's other license customer.

23. 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 D (Security Requirements) will take precedence, followed by Schedule C (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.

BC ASSESSMENT

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	☐ All Residential		☐ All Non-Residential	
	☐ Residential		☐ Accommodations	
	☐ Strata Residential		☐ Civic & Recreation	
	☐ Other: eg AUCs, value threshold, etc		☐ Commercial	
			☐ Farm	
			☐ Industrial	
			☐ Multi-Family	
			☐ Strata ICI	
			☐ Transportation & Utilities	
			☐ Other: eg AUCs, value threshold, etc	

Part 2: Reporting Requirements	
Frequency	**Report Name**

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		☐Commercial	
	☐ Residential ☐ Strata Residential ☐ Other: <mark>eg AUCs, value threshold, etc</mark>		☐ Accommodations ☐ Civic & Recreation ☐ Commercial ☐ Farm ☐ Industrial ☐ Multi-Family ☐ Strata ICI ☐ Transportation & Utilities ☐ Other: <mark>eg AUCs, value threshold, etc</mark>	

Part 2: Reporting Requirements	

Frequency	Report Name

EXHIBIT A TO SCHEDULE A
LIST OF DATA ELEMENTS

<mark>**[BCA Note: This Exhibit A needs to be revised to cater to different Licensees.]**</mark>

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

SCHEDULE B

VALUE ADDED PRODUCT(S)

SCHEDULE C

SPECIAL TERMS

SCHEDULE D

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.] CURRENT LINK:**

Schedule-Security-Requirements.pdf (bcassessment.ca)

SCHEDULE E

BCA POLICIES

- Data Access Policy and Conditions of Access for Specialized Users Policy **[link to be inserted when published]**

Appendix 3 – End User Data License Agreement

Part 1: Licensee Information	
Licensee	<mark>LEGAL NAME AND, IF APPLICABLE, DESCRIPTION, OF LICENSEE</mark>
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 <mark>XX</mark> year(s).		
Fee (in Canadian dollars)	☐ One-Time Fee	Amount: $<mark>XX,XXX</mark> + applicable taxes	
	☐ Recurring Annual Fee	Residential Folios	Non-Residential Folios
	Price per Folio	$0.<mark>XX</mark>	$0.<mark>XX</mark>
	Estimated Folios (based on <mark>20XX</mark> Assessment Roll)		
	Approximate annual price	Amount: $<mark>XX,XXX</mark> + 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*
                                                                          Choose an item.
Name: _____   Name: _____

Title: _____   Title: _____
                                                                          Choose an item.

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 thier rights and fulfilling thier 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

7.1 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			
Data Type	Please see data elements in Exhibit A to this Schedule A.		
File Format & Frequency	**File**	**Format**	**Frequency**
Delivery			
Area			
Property Type	☐ Residential Properties	☐ Non-Residential Properties	

Part 2. Reporting Requirements	
Frequency	**Report Name**

EXHIBIT A TO SCHEDULE A
LIST OF DATA ELEMENTS

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

SCHEDULE B
SPECIAL TERMS

Part 1: Scope of Data Use	
Scope	For the purpose of this Agreement, "**Named 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. 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 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:
	(a) The Licensee shall ensure that all Named Users agree in writing to be bound by the Agreement prior to using or accessing any of the Data.
	(b) The Licensee shall ensure that such access and use is in accordance with the Agreement.
	2. 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.
	3. 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.
	4. The Licensee acknowledges that the Licensee is receiving the Data for a lower fee than an equivalent commercial data license.
	5. 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.
	6. The Licensee and Named Users shall deliver, at their convenience all Published Research to BCA's designated person set out in Section 21(f).

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.]**

- Data Access Policy and Conditions of Access for Specialized Users Policy **[link to be inserted when published]**

Appendix 4 – 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.

Sincerely,

LICENSEE   **BRITISH COLUMBIA ASSESSMENT AUTHORITY**

Per: _____   Per: _____
Authorized Signatory   *Authorized Signatory*

Name: _____   Name: Choose an item. _____

Title: _____   Title: Choose an item. _____

Date _____   Date _____

Appendix A

Requested Reports

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

Part 2: List of Data Elements

- XXXX
- XXXX

Appendix 5 – 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

9. **[NTD: INSERT LICENSEE FULL NAME AND ADDRESS FROM DETAILS ON PAGE 1 OF THE AGREEMENT]**

(the "**Licensee**")

BACKGROUND

A. The parties entered into a [NTD: INSERT TITLE OF AGREEMENT] with an Effective Date of [NTD: INSERT FROM DETAILS ON PAGE 1 OF THE AGREEMENT], a copy of which is attached as Schedule A (the "**Agreement**").

B. [NTD: INSERT DESCRIPTION OF AMENDMENT. FOR EXAMPLE: "The Licensee has requested additional Data (the "**Additional Data**")" OR "The Licensee wishes to renew / revise

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 set out in 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)   File Format and Frequency: [**INSERT**].
(iii)   Area: [**INSERT**].
(iv)   Property Type: [**INSERT**].

(b) Part 2: Reporting Requirements:

(v)   Frequency: [INSERT].

(vi)   Report Name: [INSERT].

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

(vii)   [INSERT].

(viii)   [INSERT].

6.   **SEE SECTION 22 OF THE AGREEMENT – SPECIAL REQUIREMENTS RE** ADDITIONAL VALUE ADDED PRODUCTS.

7.   SAMPLE TEXT: Schedule [B/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 Amendment Agreement Effective Date if executed after the Amendment Agreement Effective Date.

BC ASSESSMENT

LICENSEE	**BRITISH COLUMBIA ASSESSMENT AUTHORITY**

Per: _____

Authorized Signatory

Per: _____

Authorized Signatory

Name: _____

Name: Choose an item. _____

Title: _____

Title: Choose an item. _____

Date _____

Date _____

Schedule A

[Attach copy of current agreement.]

Appendix 6 – Assessment Search Subscription

BC Assessment

Data Partnerships

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]

This Letter Agreement sets out the terms and conditions under which the British Columbia Assessment Authority ("**BCA**") will authorize **[NTD: Insert licensee full name]** (the "**Licensee**" or "**you**" or "**your**") to use Assessment Search, available at BCA's website at www.bcassessment.ca (the "**website**") effective on the INSERT DATE (the "**Effective Date**").

1. **Plan.** You hereby purchase the following plan for the following fees ("**Fees**"): $1,000 monthly for up to 500 searches per month:

☐ Automatically renew monthly

☐ Allow for overage charges (if not selected, access will be restricted after 500 searches)

2. **Authorization**. Subject to this Letter Agreement, BCA hereby authorizes you to use the website to retrieve the data available through search results up to the maximum number of searches set out in Section 1 (the "**Licensed Data**") during the term of this Letter Agreement and grants to you a non-exclusive, non-transferrable and non-sublicensable limited license to use the Licensed Data for your internal purposes. BCA is under no obligation to deliver the Licensed Data.

3. **Terms of Use**. The terms of use set out at https://info.bcassessment.ca/Pages/Terms_of_Use.aspx as of the Effective Date ("**Terms of Use**"), as amended by BCA from time to time in its sole discretion, are hereby incorporated into and form a part of this Letter Agreement. If there is any discrepancy between the Terms of Use and the provisions in this Letter Agreement, the provisions in this Letter Agreement will govern.

4. **Prohibitions**. Only you, your authorized employees, officers and directors, and any other users approved by BCA in writing (collectively, the "**Authorized Users**") are authorized to use the website and access and use the Licensed Data. You are prohibited from using the website and the Licensed Data in any other manner and for any other purpose except as expressly permitted by this Letter Agreement. You will (a) not sell, license, disclose or otherwise provide the Licensed 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 Licensed Data or the website, in any form, whether in whole or in part; (c) not sublicense any rights under this Letter Agreement, including any rights to distributors, resellers or other intermediaries; (d) ensure that the Licensed Data and the website are not used, directly or indirectly, by any of your Authorized Users or third parties for any purpose that is inconsistent with this Letter Agreement; (e) ensure that the Licensed Data and the website are 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 Licensed Data or the website; (g) not distribute the Licensed Data in bulk under any circumstance; (h) not do any act or fail to do any which may prevent or interfere with BCA's ability to monitor your use of the website and the number of searches you conduct; and (i) not use the website or Licensed Data to violate any applicable laws. You will provide BCA with the right,

during the your normal business hours and upon no less than 10 days' prior notice, to access the your books and records to verify your compliance with this Agreement, at BCA's own expense, at least once in any calendar year, except that audits may be conducted more frequently if BCA determines, acting reasonably, that there is a need to do so.

5. **Privacy and Security**. You (and the Authorized Users) will collect, use, retain, disclose and destroy the data included in the Licensed Data in accordance with all applicable privacy laws. You will take reasonable steps to protect the confidentiality, security, accuracy and integrity of the Licensed Data.

6. **Term**. Subject to Section 7, the term of this Agreement will begin on the Effective Date and:

   a. If you select the option to automatically renew, this Letter Agreement will automatically renew each month for an additional month until either party provides the other party with a written notice of termination, in which case this Agreement will terminate 30 days after the date of such termination notice; and

   b. If you do not select the option to automatically renew, this Agreement will terminate after 30 days from the Effective Date.

7. **Termination**. Notwithstanding Section 6, BCA may terminate this Letter Agreement or suspend your access to the website and your license to the Licensed Data immediately by notice in writing to you if you: (a) fail to remedy, to the satisfaction of BCA, any breach of this Letter Agreement that is capable of being remedied within 30 days after the date on which BCA issues to you a written notice requiring you to remedy the breach; (b) breach any material provision of this Letter Agreement and such breach cannot be remedied; (c) fail to pay any Fees when due; or (d) for any reason or no reason on 30 days' notice. Any non-compliance with this Letter Agreement by any Authorized Users, which if carried out by you would constitute a breach of this Letter Agreement, is deemed to be a breach of this Letter Agreement by you. Upon termination, your license to the Licensed Data will terminate and you will destroy or return all copies of the Licensed Data. If BCA terminates this Agreement under Section 7(d), BCA will

refund you any Fees you have paid in advance on pro rata basis based on the number of months remaining in the then-current term. On termination of this Letter Agreement, you will return or destroy the Licensed Data. If this Agreement is terminated for any other reason, including under Sections 7(a), 7(b) or 7(c), or expires, you will not be entitled to a refund or any other compensation of any nature. Sections 3, 4, 5, 6, 7, 9 and 10 of this Letter Agreement survive the expiration or termination of this Letter Agreement and may be enforced at any time.

8. **Fees, Invoices and Taxes**. BCA will invoice you for the Fees **[monthly/annually]** in advance. If you select the Base Plan and the option to allow for overage charges, BCA may invoice you an additional $1,000 each time you exceed the 500 search limit (for example, BCA will invoice you after 500 searches for up to 500 additional searches and another $1,000 after 1,000 searches for up to 500 additional searches and so on). Unless otherwise specified in an invoice, the Fees will be due and payable in full within 30 days of the date of BCA's invoice. Payments made after their due date will incur interest at a rate equal to 15 percent per year. In addition to all Fees payable under this Letter Agreement, you will pay all applicable taxes and duties (including sales, use, value added and similar taxes) that are due or payable with respect to this Letter Agreement or any Fees hereunder. If you select the option to automatically renew this Agreement (Base Plan or Unlimited Plan), BCA may increase or decrease the Fees, in its sole discretion, by providing notice of the revised Fees to you at least 60 days before the term of this Agreement renews under Section 6(a).

9. **Waiver**. To the maximum extent permitted by law, BCA disclaims, and the licensee waives, all representations, warranties or conditions, including any warranty or condition of accuracy, correctness, merchantable quality, merchantability, durability, title, non-infringement, availability or fitness for a particular purpose with respect to the licensed data, website or any other good or service provided under this Letter Agreement. BCA's total liability under this Letter Agreement, and your sole and exclusive remedy, is limited to refunding any Fees actually paid to BCA in the 12 months immediately preceding the claim.

10. **Indemnity**. 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 this Letter Agreement or any action or inaction of

your Authorized Users which if carried out by the Licensee would constitute a breach of this Agreement; (b) use of the website or Licensed Data by you or Authorized Users; or (c) any actions taken by BCA to enforce the provisions of this Letter Agreement.

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.

LICENSEE	**BRITISH COLUMBIA ASSESSMENT AUTHORITY**
Per: _____	Per: _____
Authorized Signatory	*Authorized Signatory*
Name: _____	Name: Choose an item.
Title: _____	Title: Choose an item.
Date _____	Date _____

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