

Appendix 2 – Short Form End User License Agreement

BC Assessment
Property Information
400-3450 Uptown Blvd
Victoria BC V8Z 0B9



[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* (BC) (“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 service 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 Services at: dataservices@bcassessment.ca.

Sincerely,

[NTD: BCA Authorized Signatory]

The foregoing terms and conditions
are agreed to by the Licensee:

Signature: _____

Contact Name (printed): _____

[NTD: Insert Licensee full name]

Date (Month Day, Year): _____

Appendix A Requested Reports

Requested Reports

- **[NTD: Itemize all requested reports]**