

- to support Data licensing activities; and
7. Manage any risks associated with making information accessible in various electronic formats.

4. Data Access Policy

4.1 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 BC Assessment 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, 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 BC Assessment 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 BC Assessment office and it being made available for electronic manipulation in conjunction with other databases.

As a result, BC Assessment 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:

1. Maximizing access to public information for public benefit;
2. Ensuring a fair return for the investment the public has made in creating the Data;
3. Ensuring that any commercial relationships are conducted in a way that treats all customer consistently and does not take advantage of BC Assessment's position as a publically owned Crown corporation to gain commercial advantage by using taxpayer funding to support Data licensing activities; and
4. Managing any risks associated with making information accessible in various electronic formats.

The elements of the 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 BC Assessment 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 - BC Assessment 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 valueadded products. BC Assessment can facilitate economic opportunity by making its Data available, but will leave the work of adding value to the private sector.

In addition to the Fees set out in Appendix 1, the Board of Directors may consider reduced fees for specific user groups including small and/or emerging users.

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

4.11 Data Catalogue

The Data Catalogue will be available on the [Property Information Services](#) section of BC Assessment'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 BC Assessment'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;
- BC Assessment's operations, including the financial or economic interests of BC Assessment;
- Business interests of a third parties we obtain the Data from; and
- Provision of the Data is in the public interest.

4.12 Access Agreement/License

BC Assessment 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 BC Assessment'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, BC Assessment'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.

4.13 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:
 - clarifications, formatting and correction of typographical errors;
 - provision of additional Data elements not included in the Data Catalogue, including personal information in compliance with BC Assessment's privacy requirements; and
 - 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 BC Assessment's public website and incorporated into the Licensing Agreements.

5. Responsibilities

The Board is responsible for approving and amending the Policy including the Appendices.

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

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

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

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)

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

- (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 Product.
- (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 the 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 not occur.
- (e) With respect to the 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 will be 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 Product 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 the 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 the proposed new Value Added Product by BCA; and
 - (ii) the date on which the new Value Added Product has been commercialized by the Licensee after BCA approves it as a new Value Added Product.
 - (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 customers.

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

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

(f) Notices

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

To BCA:

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

To the Licensee:

As set out in the Details.

- (ii) A party may change its address or email for notice purposes by giving the other party notice.
- (iii) Any demand, notice or other communication given by personal delivery will be considered to have been given on the day of actual delivery and, if given by email, on the day of sending if given during the normal business hours of the recipient and on the Business Day during which such 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

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	<input type="checkbox"/> Residential Properties		<input type="checkbox"/> Commercial Properties
Part 2: Reporting Requirements			
Frequency	Report Name		



BC ASSESSMENT

**EXHIBIT A TO SCHEDULE A
LIST OF DATA ELEMENTS**

BCA TO COMPLETE

	Residential	Format	Commercial	Format
XX				
Area	X	.X	X	.X



BC ASSESSMENT

**SCHEDULE B
VALUE ADDED PRODUCT(S)**

BCA TO COMPLETE



BC ASSESSMENT

**SCHEDULE C
SPECIAL TERMS**

BCA TO COMPLETE



BC ASSESSMENT

**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, as BCA may amend from time to time by publishing a revised version without notice, currently as follows: **[NTD: Link to be inserted.]**



BC ASSESSMENT

**SCHEDULE E
BCA POLICIES**

Data Access and Conditions of Access for Specialized Users Policy **BCA TO INSERT LINK TO POLICY**



Appendix 3 – End User Data License Agreement

End User Data License Agreement

Part 1: Licensee Information			
Licensee			
Contact Name			
Contact Details	Suite No.		Street Address
	City		Province / State
	Postal Code / Zip Code		Email
	Telephone		
Part 2: Contract Details			
Effective Date			
Term	Fixed term of _____ year(s).		
Fee (in Canadian dollars)	<input type="checkbox"/> One-Time Fee	Amount: ____ + applicable taxes	
	<input type="checkbox"/> Recurring Annual Fee	Residential Folios	Non-Residential Folios
	Price per Folio	0.0000	0.0000
	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.		
	<input type="checkbox"/> Other	Amount: ____ + applicable taxes	
Early Termination Charge	<input checked="" type="checkbox"/> Other		
Invoicing	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually		

Attachments	<input type="checkbox"/> Schedule A – Data <input type="checkbox"/> Schedule B – Special Terms <input type="checkbox"/> Schedule C – Security Requirements <input type="checkbox"/> Schedule D – BCA Policies	<input type="checkbox"/> Exhibit A to Schedule A – List of Data Elements
--------------------	--	--

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: _____
Authorized Signatory

Per: _____
Authorized Signatory

Name: _____

Name: _____

Title: _____

Title: _____

Date _____

Date _____

1. Definitions

In this Agreement:

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

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

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

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

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

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

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

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

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

“**Data Elements**” mean the ‘data elements’ set out in Exhibit A to Schedule A.

“**Data Licensee**” means the ‘licensee information’ and ‘contract details’ set out on page 1 of this Agreement.

“**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, which 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.

“**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 any Data Document 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 storing 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 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 the 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 any Data Document, 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 any Data Document into Data; and
- (g) not use the Data in a way that is unlawful or infringes the rights, including Intellectual Property Rights, or negatively impacts the reputation of any third party.

6. **Law and Policy**

- (a) The Licensee shall comply with all applicable laws and BCA Policies in relation to this Agreement.
- (b) BCA may, on 180 days' prior notice, add new BCA Policies or amend existing BCA Policies for any purpose relating to security of the Data, compliance with applicable law, board mandates, board directions, board policies, corporate imperatives, or advice, orders 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;
- (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 to 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 Section 11(b).
- (e) In the case of any sale, purported licensing, access, distribution, use or disclosure of the Data or any Data Document 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 any Data Document. 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 Licensee may disclose this Agreement for the purpose of exercising its rights and fulfilling its 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 its 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.

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 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 any 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 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 this Agreement, 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, or if a receiver is appointed, the Licensee's property is assigned to its creditors, the Licensee performs any other act of bankruptcy or 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, 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

The parties intend to be independent contractors and shall not represent otherwise or make commitments on one another's behalf.
- (f) Notices
 - (i) Any demand, notice or other communication to be given in connection with this Agreement will be given in writing by personal delivery or email, addressed to the recipient as follows:

To BCA:

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

To the Licensee:

As set out in the Details.
 - (ii) A party may change its address or email for notice purposes by giving the other party notice.

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

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	<input type="checkbox"/> Residential Properties <input type="checkbox"/> Commercial Properties		
Part 2: Reporting Requirements			
Frequency	Report Name		

EXHIBIT A TO SCHEDULE A
LIST OF DATA ELEMENTS

BCA TO COMPLETE

	Residential	Format	Commercial	Format
XX				
Area	x	.x	x	.x

SCHEDULE B
SPECIAL TERMS

BCA TO COMPLETE

**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, as BCA may amend from time to time by publishing a revised version without notice, currently as follows: **[NTD: Link to be inserted.]**

**SCHEDULE D
BCA POLICIES**

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

Appendix 4 – 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]**



Appendix 5 – Amendment Template

[NTD: INSERT TITLE OF AGREEMENT] - AMENDMENT AGREEMENT NUMBER [NTD: INSERT AMENDMENT NUMBER]

BETWEEN

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

("BCA")

AND

[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 the Term of the Agreement"].
- C. The parties have agreed to amend the Agreement as set out below (the "Amendment Agreement").

AGREEMENT

The parties agree as follows:

1. This Amendment Agreement is made effective [INSERT DATE] ("Amendment Agreement Effective Date").
2. All capitalized terms used in this Amendment Agreement and not otherwise defined will have the meaning given to them in the Agreement unless otherwise specifically provided for herein.
3. **SAMPLE TEXT:** The Term specified in the Details on page 1 of the Agreement is amended to "[INSERT]" years.
4. **SAMPLE TEXT:** The Fee specified in the Details on page 1 of the Agreement is amended to read: "\$[INSERT]" payable annually in accordance with the payment terms in the Agreement/ INSERT ONE TIME FEES FOR STUB PERIOD.
5. **SAMPLE TEXT:** [Schedule A – Data is deleted in its entirety and replaced with the Schedule A – Data set out in Appendix 2] **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].



BC ASSESSMENT

- (ii) File Format and Frequency: [INSERT].
 - (iii) Area: [INSERT].
 - (iv) Property Type: [INSERT].
- (b) Part 2: Reporting Requirements:
- (i) Frequency: [INSERT].
 - (ii) Report Name: [INSERT].
- (c) In Exhibit A to Schedule A: Data Elements:
- (i) [INSERT].
 - (ii) [INSERT].

6. SEE SECTION 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 this Amendment Agreement Effective Date if executed after the this Amendment Agreement Effective Date.

LICENSEE

Per: _____
Authorized Signatory

Name: _____

Title: _____

Date _____

BRITISH COLUMBIA ASSESSMENT AUTHORITY

Per: _____
Authorized Signatory

Name: _____

Title: _____

Date _____



Schedule A

[NTD: Attach copy of current agreement.]

Appendix 6 – Assessment Search Subscription

BC Assessment
Data Services
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]

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 date written above (the “Effective Date”).

- 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)
- 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.
- 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.
- 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 Services at: dataservices@bcassessment.ca.

Signature: _____

Contact Name (printed): _____

[NTD: Insert Licensee full legal name]

Date (Month Day, Year): _____