



**MEMORANDUM OF UNDERSTANDING (MoU)
FOR PROPOSED AGREEMENT BETWEEN**

**Digital Identity Authentication Council of Canada,
Toronto, Ontario, Canada (“DIACC”)**

AND

**Global Security and Privacy by Design (“GPS by
Design”)**

**(DIACC and GPSbyDesign are hereinafter collectively referred to as the
“Parties” and individually as a “Party”)**

1. Purpose

Digital Identity Authentication Council of Canada (DIACC) and the International Council on Global Privacy and Security by Design (GPSbyDesign) seek to collaborate on the advancement of identity management, security, and data privacy research project and pilot innovation.

This letter sets out the proposed roles and responsibilities of DIACC and GPSbyDesign throughout the term of collaboration.

2. Mutual Benefits & Interests

The Digital ID and Authentication Council of Canada (DIACC) is a not-for-profit corporation of Canada that benefits from membership of public and private sector leaders committed to developing a Canadian digital identification and authentication framework to enable Canada's full and secure participation the global digital economy. DIACC's objective is to unlock economic opportunities for Canadian consumers, and businesses by providing the framework to develop a robust, secure, scalable and privacy enhancing digital identification and authentication ecosystem that will decrease costs for governments, consumers, and business while improving service delivery and driving GDP growth. The organization leverages the agreed upon [DIACC 10 principles](#) for a Canadian and universal identity ecosystem to guide the DIACC initiatives. The DIACC Board of Directors Chair is Dave Nikolejsin. The president of the DIACC is Joni Brennan.

The Mission of "GPS by Design" is to dispel the commonly held view, held by government, businesses, the media and public at large – that one must choose between privacy and public safety or business interests (data analytics). Our goal is to educate stakeholders that one can develop policies and technologies that achieve both – privacy and public safety; privacy and big data – that is, positive-sum not zero-sum. The goal of GPS by Design is to rid the world of limiting zero-sum thinking, and replace it with the doubly-enabling possibilities of positive-sum paradigms. If people could understand that win/win propositions are not only possible but preferable, we believe they would embrace them. Our initial goal is to spread the messaging that this is indeed both possible and desirable, leading to endless new initiatives. Abandon zero-sum; embrace positive-sum! The loss of privacy is said to be the regression of a society towards an uncivilized society, lacking in freedom. Let's make sure this doesn't become a reality. GPS by Design is led by Dr. Ann Cavoukian who served three terms as the Information and Privacy Commissioner of Ontario from 1997 to 2014.

3. Collaboration Goals

The Collaboration has the following goals:

- To support and advance the mission of each Party through exchange and transfer of knowledge and expertise;
- To be thought leaders, creating intellectual capital that shapes and influences debate and leads to actions that advance identity management, data privacy, and security innovation;
- To improve public and private sector trust and ability to adopt innovations in the Canada, the United States, and globally through the development of research projects, pilots, and proofs of concept.
- To develop opportunities for higher education curriculum sharing and innovation

4. Collaboration

The Collaboration will be structured to enable the following:

- Propose a number of research and/or educational projects and pilots that map to key areas of activity at DIACC and GPS by Design

Projects identified via the DIACC shall align with the [DIACC 10 principles](#) of a Canadian and universal identity ecosystem.

Should specific projects be initiated between the Parties in any of the areas above, agreement on terms and conditions, party rights and responsibilities (including, but not limited to, intellectual property rights), and deliverables will be agreed upon, set out and contracted upon by the parties on a project-by-project basis.

The specific project areas of interest are:

- User Experience incorporating Security, Privacy, and Informed Consent
- Authentication of People and Non-Person Entities
- Risk Based Confirmation of Identity That Leads to Trust
- Data Application Security at Rest and in Transit
- Access Control at the Point of Need
- Additional areas as may be defined by the Parties from time to time

5. Management and Terms of Collaboration

a) Principal Point of Contact

For DIACC

Joan (Joni) Brennan
President DIACC
jbrennan@diacc.ca

For GPSbyDesign

Ann Cavoukian
Distinguished Expert-in-Residence, Privacy
by Design Centre of Excellence, Ryerson
ann.cavoukian@ryerson.ca

b) Consultation and Confidentiality

- The Parties agree that collaborative exchange of information and consultation is essential to ensure success of the Collaboration;
- The Parties do not anticipate that they will exchange confidential information as part of this MOU. Any confidential information (if any) that may be exchanged as part of a specific project under this MOU will be held by the receiving Party pursuant to the relevant terms of the separate agreement that is prepared to document such project. If the Parties exchange information that is designated in writing as being “confidential” within the context of this MoU, such information will be treated as confidential by the receiving Party and its advisors and can only be shared with third parties with prior written approval by the other Party. This obligation of confidentiality shall remain in effect for a period of three (3) years after the date of disclosure of the confidential information and shall survive any termination of this MoU;
- The Parties agree that information not designated in writing as “confidential” shall be held, stored, used or transferred by the receiving party with the same degree of care as it applies to its own non-confidential information.
- The Parties agree to share relevant developments and news that transpire in the identity management, security, and data protection domains.

c) Cost and Expenses

Each Party will bear its own costs and expenses unless otherwise agreed upon in writing signed by both Parties, with terms of any invoices payable to either Party determined and negotiated by a separate contract.

d) Publicity

Publicity concerning this MoU and Collaboration shall be jointly planned and coordinated by the Parties and neither Party shall act unilaterally in this regard without the prior approval of the other Party, except where required to do so by law or by the applicable regulations, rules or policies of any governmental or other regulatory agency having jurisdiction in respect of the Party. When seeking the prior approval of the other Party, the Parties will use reasonable efforts to agree upon text and imagery/logos for such statement or press release, which is satisfactory to both Parties.

e) Acknowledgement & Recognition

Each Party agrees to ensure the other is appropriately recognized for their contributions to the Collaboration, subject to the following, and to the restrictions on written statements and use of text, imagery and logos referred to in 5d. Recognition may include the following, subject to advance notification and agreement by the Parties prior to any public release:

- Announcement on either Party's website and in a formal press release outlining the agreement between DIACC and GPS by Design;
- Ongoing endorsement of the Party via name and/or logo as a participant on relevant and mutually agreed upon collateral such as websites, social media and in print communication materials;
- Logo inclusion and branding for specific collateral associated with individual projects that emerge from the Collaboration, such as events.

Activities and events, workshops that jointly involve DIACC and GPS by Design may be written about (as blogs, articles, tweets, etc.) or videotaped and made available as summary content on the DIACC or GPS by Design websites and other related web and social media properties. Either Party's brand will be associated with the content for such materials in the format that is most appropriate.

f) Non-Exclusivity

Each Party recognizes that the cooperation envisioned under this MoU is not exclusive. Neither Party is precluded from entering into any similar arrangement or agreement with any other Party.

g) Reporting

The Parties and Principal Contacts will assess the progress of the collaboration, including any problems, concerns, results, opportunities for continuous improvement, and any other information material to the progress and success of the collaboration.

h) Terms & Termination

This MoU will come into effect as of September 18th, 2017 and will remain in force until December 31, 2019 unless terminated earlier by either Party. This MoU may be amended or renewed upon written approval of the Parties. Either Party may terminate this MoU, with or without cause, upon providing the other Party with sixty (60) days' prior written notice.

In the case this MoU is terminated by one of the Parties, the other Party has no right to compensation or any damages whatsoever. This MoU is intended to reflect the Parties' mutual understanding of the proposed arrangements described in it, but each Party acknowledges that neither the provisions of this MoU – except for the confidentiality as set out in paragraph 5 under b – nor any prior or subsequent conduct, dealings or action by or between the Parties is intended to create or constitute legally binding obligations by or

between the Parties following the termination of this MOU, unless and until such obligations are set forth in a separate definitive written agreement.

IN WITNESS WHEREOF, the Parties have executed this MoU as of the Effective Date.

DIACC



By: _____
Name: Joni Brennan
Title: President
Date: September, 18th, 2017

GPS by Design



By: _____
Name: Ann Cavoukian
Title: Distinguished Expert-in-Residence,
Ryerson University
Date: September 13, 2017