



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

**Digital ID & Authentication Council of Canada, Toronto, Ontario,
Canada**, a non-for-profit organization with offices at Suite 302, 720
King Street West, Toronto, Ontario, M5V 3S5, Canada
(“DIACC”)

AND

The University of British Columbia, a corporation continued
under the University Act of British Columbia with office at 103 – 6190
Agronomy Road, Vancouver, British Columbia, V6T 1Z3, Canada
(“UBC”)

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

1. Purpose

Digital Identity Authentication Council of Canada (DIACC) and UBC 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 UBC 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.

It is UBC’s objective to generate research in a manner consistent with UBC’s status as a non-profit, tax-exempt educational institution. UBC wishes to enter into this non-binding Memorandum of Understanding (“**MoU**”) on behalf of Dr. Victoria L. Lemieux, Associate Professor, of the School of Library, Archival and Information Studies (“**iSchool**”) at UBC (“**UBC Researcher**”).

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 and globally through the development of research projects, pilots, and proofs of concept.
- To develop opportunities for higher education curriculum sharing and innovation
- To support and embody goals of the Cascadian Innovation Corridor Initiatives

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 UBC

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:

- 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
- User Experience incorporating Security, Privacy, and Informed Consent
- 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 UBC – all contractual matters:

Iris Hnik, Internal Legal Counsel
University-Industry Liaison Office, UBC
Iris.Hnik@uilo.ubc.ca

For UBC – solely for scientific matters:

Victoria L. Lemieux, PhD
Associate Professor, iSchool, UBC
vlemieux@ubc.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 agree not to share information that is confidential to either Party.
- 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 written 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 written approval of the other Party, the Parties will use reasonable efforts to agree upon text for such statement or press release, which is satisfactory to both Parties. For clarity, neither Party may use the other Party's name, trademarks, logos or insignia for any advertising or any promotional purposes, including but not limited to media releases, without the other Party's prior written consent. Notwithstanding anything contained in this paragraph 5(d), the Parties acknowledge and

agree that either Party may identify the names of the Parties, the name of UBC Researcher, the existence of the MOU and the Term.

e) Acknowledgement & Recognition

Subject to paragraph 5 (d), each Party agrees to ensure the other Party is appropriately recognized for their contributions to the Collaboration. Recognition may include the following, subject to advance notification and agreement by the Parties prior to any public release and subject to paragraph 5(d):

- Announcement on either Party's website and in a formal press release outlining the agreement between DIACC and UBC;
- Ongoing endorsement of the Party as a participant on relevant and mutually agreed upon collateral such as websites, social media and in print communication materials;
- Branding for specific collateral associated with individual projects that emerge from the Collaboration, such as events.

Subject to paragraph 5 (d), activities and events, workshops that jointly involve DIACC and UBC may be written about (as blogs, articles, tweets, etc.) or videotaped and made available as summary content on the DIACC or UBC 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 third 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 the day the last Party executes this MOU (the "**Effective Date**") and will remain in force until December 31, 2018 unless terminated earlier by either Party (the "**Term**"). 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 (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

THE UNIVERSITY OF BRITISH
COLUMBIA


By: 
Name: Joni Brennan
Title: President
Date: July 30, 2017

By: 
Name: ~~Brett Sharp, PhD~~ Lynsey Haxham
Title: ~~Associate Director, UILO~~
Date: August 1st 2017

Acting Associate Director
University-Industry Liaison Office



I have read and understood the foregoing MOU and understand my responsibilities as the UBC Researcher.


Name: Dr. Victoria L. Lemieux
Title: Associate Professor, the School of Library, Archival and Information Studies, UBC
Date: