

NON-BINDING LETTER OF INTENT

Between

Digital Identity Authentication Council of Canada (DIACC)

And the

Kantara Initiative, Inc (KI)

Date <05-18-16>

1. Purpose

The Digital Identity Authentication Council of Canada (DIACC) and Kantara Initiative (KI) seek to collaborate on the advancement of market maturity of trusted services for digital identity, authentication, and authorization. The DIACC and KI share common principles for the advancement of digital ecosystems including but not limited to: open and transparent governance, respect for user controls, and consideration of privacy.

Through the strategic alignment of goals and initiatives where appropriate, both organizations seek to collaborate to advance globally recognized principles for trusted digital identity. The DIACC aligns local Canadian priorities in the context of global interoperability with regard to DIACC initiatives and innovations, where KI focuses on a global approach that respects the authority, culture, and regulations of individual jurisdictions.

2. Mutual Benefits & Interests

The DIACC organizes market forces in Canada to identify and develop digital identity authentication opportunities to ensure that Canadian citizens, governments (both Federal and Provincial), consumers, and businesses have the opportunity to fully participate in the economic and societal benefits of the global digital economy. The DIACC has two initial objectives to meet its mission. The first objective is to deliver components of the Pan-Canadian Identity Trust Framework leveraging a strong partnership between the Canadian private and public sectors. The second objective is to develop Proof of Concept pilots for industry leaders to explore innovations of commercially viable services while informing the longer term strategy of the DIACC via Trust Framework interoperability. DIACC has published "[Building Canada's Digital Future](#)" to further articulate the DIACC mission and vision.

KI provides strategic vision and real world innovation elements for the digital identity transformation. Developing initiatives including: [Identity Relationship Management](#), [User Managed Access](#) (*EIC Award Winner for Innovation in Information Security 2014*), [Identities of Things](#), and [Minimum Viable Consent Receipt](#). KI also maintains a global Identity Assurance Framework that approves Identity Providers as having met a set of requirements. KI connects a global, open, and transparent leadership community including: multiple Governments, CA Technologies, Experian, ForgeRock, IEEE-SA, Internet Society, Nomura Research Institute, Radiant Logic and SecureKey Technologies.

3. Goals of the Collaboration

The Collaboration has the following goals:

- To support and advance the mission through two-way exchange and transfer of knowledge and expertise;
- To coordinate our efforts as thought leaders, in influencing debate and actions that advance the standardization and interoperability of identity management, security, and privacy innovation policy and technology.
- KI to contribute elements of the Kantara Identity Assurance Framework (initially the Assurance Assessment Scheme and Assessor Qualifications and Requirements) to the DIACC, under terms and conditions to be agreed at a later date.
- DIACC to contribute components of the Pan-Canadian Identity Trust Framework to KI, under terms and conditions to be agreed at a later date.
- KI and DIACC will consider as part of the mutual contribution of documents between organizations, the grant of the right to make derivative works.
- KI and the DIACC executive teams to information share for the purpose of international cross-recognition between the DIACC and KI assurance and interoperability programs as a future goal of mutual benefit

4. Confidentiality

All (business confidential) information which Parties exchange within the context of this collaboration will be confidential to 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 particular confidential information and shall survive any termination of this Letter of Intent.

5. Terms & Termination

This non-binding Letter of Intent is not an Agreement or evidence of an Agreement to make an Agreement. The Parties described in this Letter of Intent must agree on the terms of the license acquired by each organization in a separate and complete Agreement that will come into effect at a later date if the Parties mutually agree.

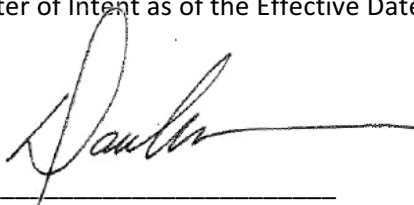
This Letter of Intent shall not provide either Party the right to compensation or any damages whatsoever. This Letter of Intent is intended to reflect the Parties' discussions and mutual understanding of the proposed arrangements described in it, but each Party acknowledges that neither the provisions of this Letter of Intent 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 unless and until such obligations are set forth in a separate definitive written agreement.

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

Kantara Initiative, Inc

By: 
 Name: Allan Foster
 Title: President, KI Directors
 Date: June 05 2016

DIACC

By: 
 Name: Dave Nikolejsin
 Title: Chairman, DIACC Directors
 Date: May 31, 2016