

PARTICIPATION AGREEMENT

This agreement is entered into as of the 5th day of June, 2017.

Between:

CANARIE INC.
("CANARIE")

- and -

(the "**Participant**")

WHEREAS CANARIE offers an access federation in Canada for use by research and education institutions and organizations which undertake or support education, research, or research and development to enable users of one domain to securely access the systems of another domain in support of research and education (the "**Canadian Access Federation**");

AND WHEREAS the Canadian Access Federation (CAF) provides a variety of services, including services to allow Service Providers (as hereinafter defined) to authenticate individuals accessing their services, and services to allow Identity Providers (as hereinafter defined) to assert identities of people within the Identity Provider's organization;

AND WHEREAS the Participant wishes to operate as either a Service Provider, Identity Provider or both (as hereafter described) and wishes to participate in the Canadian Access Federation on the terms and conditions set out in this Agreement;

NOW THEREFORE in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties), the parties agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 Where used in this Agreement and in any documents contemplated hereby, the following terms shall have the following meanings, respectively:

"Canadian Access Federation" means a service for identity and access management for digital resources in the Canadian innovation ecosystem in support of Research and Education.

"Educational Institution" means (i) an accredited post-secondary institution in Canada, (ii) a Canadian public research institution or consortium that is an independent legal entity, or (iii) another institution approved by the CANARIE board of directors; in its sole discretion.

"Eduroam" means the wireless Educational Roaming Internet access program, a registered trademark of the Trans-European Research and Education Networking Association (TERENA).

"Effective Date" means the date upon which the agreement is signed.

"Identity Provider" means a service provided by the Participant that asserts the identity and attributes of people within that organization.

“**Participant Services**” has the meaning ascribed in section 2.1 below.

“**Research Institution**” means an institution or organization identified as a research institution according to the Canadian Access Federation policies.

“**Service Provider**” means a service provided by the Participant to individual users on the basis of identity information asserted by Identity Providers under the terms of a separate subscription agreement between Participants operating the Service Provider and the Identity Provider.

“**Shibboleth**” means a standards-based, open source middleware service that provides web single sign-on across or within organizational boundaries. The Shibboleth name and technology is owned by Internet2, a non-profit corporation registered in the District of Columbia, USA.

ARTICLE 2 – PARTICIPANT SERVICES

2.1 The Participant hereby agrees to participate in the Canadian Access Federation in one or more of the following capacities, as indicated below by checking and initializing next to the applicable boxes, and subscribes for the following services, if applicable, and agrees to abide by the additional terms and conditions set out in the respective schedules attached hereto, all of which, as applicable, form an integral part hereof: (**check and initial all that apply**)

- Shibboleth Identity Provider – The additional terms set out in Schedule A apply (initials ____)
- Shibboleth Service Provider – The additional terms set out in Schedule B apply (initials ____)
- Eduroam Identity Provider – The additional terms set out in Schedule A apply (initials____)
- Eduroam Service Provider – The additional terms set out in Schedule B apply (initials____)

ARTICLE 3 - FEES

3.1 CANARIE shall have sole discretion in setting any fees related to this Agreement, which fees shall be set out in the fee schedule (the “**Fee Schedule**”). The Fee Schedule is posted on <http://www.canarie.ca/identity/caf/> and is subject to change, at the sole discretion of CANARIE upon the occurrence of each Renewal Term, as that term is hereinafter defined.

3.2 Notwithstanding any other provision hereof, in anticipation of new services being offered by CANARIE, the parties agree that CANARIE, in its sole discretion may, from time to time, amend the Fee Schedule to include fees for new services without notice to the Participant who shall be under no obligation to subscribe to, nor to pay fees for, any such additional services.

3.3 Notwithstanding the foregoing, CANARIE shall provide all Participants with a Fee Schedule not less than 60 days before any Renewal Date (as hereinafter defined) which shall contain the fees applicable at the commencement of such renewed term.

3.4 CANARIE shall deliver annual fee invoices to the Participant, and the Participant shall pay any and all fees invoiced by CANARIE within 60 days of the date of the invoice.

ARTICLE 4 - TERM AND RENEWAL AND AMENDMENT

4.1 This Agreement shall become effective as of the date it is executed by all parties, and shall continue in force and effect until March 31, 2018 (the "Term").

4.2 Unless either party provides 30 days prior written notice to the other party, this Agreement shall be automatically renewed for unlimited one-year terms commencing on April 1 (the "**Renewal Date**") and expiring on March 31 of each year (the "**Renewal Term**").

4.3 CANARIE has the right, in its sole discretion, to unilaterally amend any of the terms of this Agreement by providing a written copy of the amended terms to the Participant at least 60 days in advance of the Renewal Date, whereby the amended terms shall take effect as of the Renewal Date for any such Renewal Term, or until otherwise further amended.

ARTICLE 5 - TERMINATION

5.1 The Participant may terminate this Agreement at any time by giving 30 days written notice in writing to CANARIE. Should the Participant terminate this Agreement there shall be no refund of fees for that Term, or Renewal Term, as the case may be.

5.2 CANARIE may terminate this Agreement or may suspend one or more of the Participant Services identified in Section 2.1 at any time if CANARIE determines, in its sole discretion, the Participant has violated the terms of this Agreement including, for certainty, any schedule attached hereto, as applicable, or any of the Canadian Access Federation policies and procedures (which shall be made available to the Participant and posted on the Canadian Access Federation web site) (the "**Policies**"), and, such violation remains uncorrected for a period that is more than 30 days after CANARIE has provided Notice (a "Cause Termination"), in accordance with provisions of this Agreement, to the Participant of such violation. Should CANARIE terminate this Agreement pursuant to the terms of this section 5.2, there shall be no refund of fees for that Term, or Renewal Term, as the case may be.

5.3 CANARIE may terminate this Agreement for any reason other than a Cause Termination upon the provision of 30 days written notice to the Participant. Should CANARIE terminate this Agreement pursuant to this section 5.3 CANARIE shall provide the Participant with a refund of the fees paid for the Term or the Renewal Term, as the case may be, prorated for the portion of the Term or Renewal Term which remains.

5.4 Upon termination of this Agreement for any reason whatsoever, the Participant shall no longer be eligible to operate as either a Service Provider or Identity Provider within the Canadian Access Federation.

ARTICLE 6 - REPRESENTATIONS AND WARRANTIES OF THE PARTIES

6.1 The parties warrant that so long as this Agreement is in effect, they shall at all times comply with all applicable, laws, rules and regulations, including, without limitation, any applicable federal and provincial privacy laws and any applicable federal and provincial intellectual property laws (including copyright laws and laws relating to the export of information and data) in effect from time to time.

6.2 This Agreement has been duly executed and delivered by the Participant, and CANARIE, and all necessary corporate action has been taken by each of the Participant and CANARIE to authorize the execution, delivery and performance by it of this Agreement and this Agreement constitutes a valid and binding obligation of the Participant enforceable against the Participant in accordance with its terms.

ARTICLE 7 - PARTICIPANT RESPONSIBILITIES

7.1 The Participant shall comply with all Canadian Access Federation Policies, including, without limitation, those related to provision of Shibboleth and eduroam services.

7.2 The Participant acknowledges and agrees that it has the responsibility to protect its own information network, at its own expense. The Participant further agrees that, notwithstanding any other provision hereof, CANARIE shall not be liable in any way whatsoever for loss (of any kind whatsoever) or damage (of any kind whatsoever) caused by a breach, compromise or malfunction in the Participant's information network, whether caused by CANARIE or not.

ARTICLE 8 - CANARIE RESPONSIBILITIES

8.1 CANARIE shall operate the Canadian Access Federation services according to the Policies in effect from time to time, for the services offered by it, including, without limitation, the Shibboleth and eduroam services.

8.2 CANARIE, or its designate, in its sole discretion, may from time to time and at any time make determinations that particular services offered by CANARIE or the Participant are not consistent with the research and education purposes of the Canadian Access Federation, which determinations will be binding on the Participant, and which may result in service suspension or termination. In such cases, CANARIE shall endeavour to provide the Participant with at least 30 days written notice of any such change in services.

ARTICLE 9 – PARTICIPANT WARRANTIES

9.1. The Participant warrants and undertakes that:

9.1.1. all and any data, when provided to CANARIE Inc. or another Participant (as the case may be), is accurate and up-to-date and any changes to Metadata are provided promptly to the CAF Operator;

9.1.2. it will observe current industry best practices in relation to the configuration, operation and security of its IT systems;

9.1.3. it will observe industry best practices in relation to the exchange and processing of any data. (e.g. obtaining and managing the domain name service (DNS) names, digital certificates and private keys used by its IT systems);

9.1.4. it holds, and will continue to hold, all necessary licenses, authorizations, and permissions required to meet its obligations under this Agreement;

9.1.5. it will not act in any manner which damages, or is likely to damage or otherwise adversely affect, the reputation of the Canadian Access Federation or CANARIE Inc.; and

9.1.6. it will give reasonable assistance to any other Participant (including to the Participant's identity provider) investigating misuse by an end user.

9.2. Participants acknowledge that participation in the Canadian Access Federation does not itself grant them or any of their end users automatic access to the resources and services of

Service Providers, and that such access may be conditional upon each Participant or end user agreeing to appropriate terms with the relevant Service Provider governing that access. CANARIE Inc. will not be responsible for, nor have any liability in respect of, the performance or otherwise of those terms and will not be required to resolve any disputes in relation to those terms.

9.3. The Participant acknowledges that CANARIE Inc. may, without incurring any liability to the Participant and without prejudice to any other rights or remedies of CANARIE Inc., take such action or may require the Participant to take such action, as is necessary in the opinion of CANARIE Inc. to protect the legitimate interests of other Participants or the reputation of the Canadian Access Federation or CANARIE Inc. or to ensure the efficient operation of the Canadian Access Federation.

9.4. The Participant grants CANARIE Inc. the right to:

9.4.1. publish the Participant's name, and information about Services provided, for the purpose of promoting the Canadian Access Federation; and

9.4.2. publish, and otherwise use and hold, the Participant's Metadata for the purpose of administering the operation of the Canadian Access Federation.

ARTICLE 10 – DISCLAIMER, NO WARRANTY AND LIMITATION ON LIABILITY

10.1 The Participant acknowledges and agrees that Canadian Access Federation is provided by CANARIE "as is" and, to the extent permitted by law, without warranty or representation by CANARIE of any kind whatsoever, express or implied. Without limiting the generality of the foregoing, CANARIE shall have no liability whatsoever to the Participant or any of its members for: (i) any interruptions or disruptions in access to the services of the Canadian Access Federation or any other damages suffered by the Participant or any of its members which are caused directly or indirectly by any failures in the Canadian Access Federation and not contributed to by CANARIE's negligence or willful misconduct; (ii) any acts or omissions of the Participant or its officers, employees, agents or contractors including, without limitation, defamation or copyright infringement; (iii) any infringement of intellectual property rights arising from or in connection with the Participant's use of the Canadian Access Federation and not contributed to by CANARIE's negligence or willful misconduct (iv) any event of force majeure; or (v) any suspension or termination of access to services of the Canadian Access Federation pursuant to the terms of this agreement. Further, to the extent permitted by law, CANARIE does not warrant the performance, availability, uninterrupted use of or operation of the Canadian Access Federation services. CANARIE does not warrant any data, service or information that is not within the sole control of CANARIE, whatsoever, including without limitation: (i) that any databases not maintained by it shall be up to date or accurate or files sent by or to the Participant will be transmitted, transmitted in uncorrupted form, or transmitted within a reasonable period of time; (ii) that Service Providers will accurately display the subscription status of the Participant or any of its members; or (iii) that the identity information provided by Identity Providers is accurate or complete.

10.2 The parties acknowledge that CANARIE provides the Canadian Access Federation service for the mutual benefit of the Participant and other Participants, and that the Canadian Access Federation acts as a broker allowing Service Providers to provide services to authenticated individuals. The Canadian Access Federation service does not receive any identity information from Identity Providers nor does it deliver any service directly to Identity Providers beyond establishing a data connection. CANARIE does not conduct its own review or due diligence concerning the qualifications of other Participants, but instead relies on the

representations made by other Participants that they will observe and abide by all Policies established by the Canadian Access Federation and their own participant operating procedures. Except for the negligence or willful misconduct of CANARIE, the entire liability of the CANARIE to the Participant or any of its members is limited to the sum of one dollar (\$1.00), and in no event shall CANARIE or the Participant be liable for any special, indirect, or consequential loss or damage, whatsoever, including, without limitation, lost revenues, opportunities, or profits of the Participant, downtime costs, defamation or copyright infringement that results from material transmitted or received in connection with the Canadian Access Federation; or infringements of patents arising from combining or using the Canadian Access Federation with the Participant's facilities. No statement, oral or written, given by CANARIE, any employee of CANARIE, other person working on behalf of CANARIE or any other Participant will create a warranty, nor may the Participant or other person rely on any such statement for any purpose.

ARTICLE 11 - DISPUTE RESOLUTION

11.1 Any disputes among the parties or between the Participant and other Participants shall be resolved among the disputing parties to the extent possible, by their commercially reasonable efforts. In the event that a dispute cannot be resolved as aforesaid, the disputing parties may agree to seek mediation following the CANARIE dispute resolution policy in effect at such time.

ARTICLE 12 - COMMUNICATION

12.1 The Participant agrees to coordinate any notification to the public, including press releases related to the Canadian Access Federation service, with CANARIE Inc. so that the announcement may be distributed to Canadian Access Federation Participants. The Participant further agrees that all materials produced with respect to the service (including, but not limited to, publicly accessible websites) shall reference CANARIE's role. The Participant acknowledges that the right to display and otherwise use CANARIE's corporate name, corporate identity, and logo is granted to the Participant only with respect to the service and the Participant agrees that it will not use the same in any other manner at any other time, with the exception only of any rights to use the same arising from the Participant's membership in CANARIE, if applicable.

12.2 CANARIE has the right to release to the Government of Canada any reports and other information received or produced in accordance with this Agreement. CANARIE has the right to use such materials, excluding proprietary information, in the implementation of its public communications and accountability strategy.

ARTICLE 13 - GENERAL TERMS

13.1 Notices. All notices given under this Agreement must be in writing and delivered by courier or registered mail, return receipt requested, or facsimile, to the contact particulars of the party set out below. Notices will be deemed to have been received on the date of delivery if delivered by courier, on the fifth business day following receipt if delivered by registered mail or on the first business day following the electronic confirmation of the successful transmission of the facsimile, if sent by facsimile. The contact particulars are as follows:

To CANARIE:
c/o CAF Program Manager
45 O'Connor Street
Suite 500
Ottawa, ON K1P 1A4
Telephone: (613) 943-5454
Fax: (613) 943-5443
E-Mail Address: CAF@canarie.ca

To the Participant
Name:

Telephone:
Fax:
E-Mail Address:

13.2 Remedies. The Participant agrees that damages may not be an adequate remedy for any breach or threatened breach of the Participant's obligations under this Agreement. Accordingly, in addition to any and all other available remedies, CANARIE will be entitled to seek a temporary or permanent injunction or any other form of equitable relief to enforce the obligations contained in this Agreement.

13.3 No Waiver. At any time a Party may (a) extend, in writing, the time for the performance of any of the obligations or other acts of the other Party hereto or (b) waive compliance with any of the agreements of the other Party or with any conditions to its own obligations, in each case only to the extent such obligations, agreements and conditions are intended for its benefit. No waiver of any condition or other provision or of any breach of any provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give such waiver and, unless otherwise provided in such written waiver, shall be limited to the specific condition or other provision or breach waived. No waiver by a party of any conditions or other provisions or of any breach of any term, covenant, representation or warranty contained in this Agreement, in one or more instances, shall be deemed to be or construed as a further or continuing waiver of any other condition or provision (whether or not similar) or of any breach of any other term, covenant, representation or warranty contained in this Agreement.

13.4 Assignment. The Participant may not assign any of its rights or obligations under this Agreement without the prior written consent of CANARIE, which consent shall not be unreasonably withheld. CANARIE may assign its rights or obligations to another party intent on continuing the operations of the Canadian Access Federation services upon providing at least 30 days written notice to the Participant.

13.5 Entire Agreement. This Agreement together with the Fee Schedule in effect from time to time, and all other applicable Schedules attached hereto, shall comprise the entire agreement between the parties with respect to participation in the Canadian Access Federation, and supersedes any previous understandings, commitments or agreements, whether written or oral.

13.6 Severability. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provisions or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provisions hereof. The parties shall engage in good faith negotiations to replace any provision which is declared invalid or unenforceable with a valid and enforceable provision, the economic and substantive effect of which shall come as close as possible to that of the invalid or unenforceable provision which it replaces.

13.7 Binding Effect. This Agreement is binding upon and will enure to the benefits of the parties and their respective successors and permitted assigns.

13.8 Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. Counterparts may be executed either in original, electronic mail or faxed form and the Parties adopt any signatures received by electronic mail or a receiving fax machine as original signatures of the Parties and any such original, electronic mail or faxed form shall be legally effective to create a valid and binding agreement between the Parties in accordance with the terms hereof.

13.9 Force Majeure. Any delay or failure of either party to perform its obligations under this Agreement, except for the obligation to make any payments, shall be excused if, and to the extent, that the delay or failure is caused by an event or occurrence beyond the reasonable control of the affected party and without its fault or negligence such as, by way of example and not by way of limitation, acts of God, any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental authority (whether valid or invalid), fires, flood, storms, earthquakes, avalanches, soil subsidence or other natural disasters, wars, civil unrest, insurrection, explosions, riots, sabotage, labour problems (including lock-outs, strikes and slow-downs), embargo, inability to procure or obtain delivery of parts, supplies or power from suppliers, or court injunction or order, or any other events that in accordance to the law or the fixed legislation of the Canadian Courts are regarded as force majeure provided that: (i) written notice of delay (including anticipated duration of the delay) shall be given by the affected party to the other party within 15 days of the affected party first becoming aware of such event and (ii) that the affected party shall take all reasonable steps to avoid or remove such cause of non-performance and shall resume performance hereunder with dispatch whenever such causes are removed. In the event that such non-performance continues for more than 90 days, thereafter either party may terminate this Agreement by giving the other party 30 days written notice.

13.10 Governing Law. This Agreement will be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada and the parties attorn to the exclusive jurisdiction of the courts of the Province of Ontario. The parties have duly executed this Agreement by their duly authorized representatives as of the Effective Date.

13.11 Third Party Beneficiaries. This Agreement is for the sole benefit of CANARIE and the Participant, and does not give any legal or equitable rights to any other person or party.

13.12 Expenses. Each of the parties shall bear all expenses incurred by it in connection with this Agreement including the charges of their respective counsel, accountants, financial advisors and agents.

13.13 Joint Venture. Nothing in this Agreement shall be read or construed as creating a partnership, employment or agency relationship between CANARIE, the Participant or any other Participants, or as authorizing any party to act as agent or representative for any other party or have any authority or power to act for or undertake any obligation on behalf of the other party, nor shall anything herein contained be read or construed to in any way restrict the freedom of either party to conduct any other business or activities whatsoever.

13.14 Further Assurances. Subject to the conditions herein provided, each party agrees to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as is practicable the transactions contemplated by this Agreement, including the execution and delivery of such documents as the other party may reasonably require and shall use its commercially reasonable

efforts to obtain all necessary waivers, consents and approvals, and to effect all necessary registrations and filings, including, if applicable, filings under applicable laws and submissions of information requested by governmental entities. Each party, where appropriate, shall reasonably cooperate with the other party in taking such actions.

13.15 Independent Legal Advice. Each of the parties hereto acknowledges that it has obtained independent legal advice in connection with the negotiation and execution of this Agreement or, having been advised to do so, has declined to obtain independent legal advice, and further acknowledges and agrees that it has read, understands, and agrees to be bound by all of the terms and conditions contained herein.

[Signature page follows]

DATED as of the date above first written.

CANARIE INC

Participant

Per: _____

Per: _____

Name: Jim Ghadbane

Name:

Title: President & CEO

Title:

Schedule A

TERMS FOR PARTICIPANTS OPERATING AS AN IDENTITY PROVIDER

The Participant operating as an Identity Provider shall provide the configuration information reasonably requested by CANARIE in advance of creating the Identity Provider service.

Any agreement for service provided by an Identity Provider to a Service Provider shall be the responsibility of the Participants operating as the Service Provider and the Identity Provider.

The Identity Provider shall provide its operating procedures, the “Trust Assertion Document” (template posted at <https://www.canarie.ca/TAD>), documenting procedures for its Identity Provider systems, to CANARIE and all Participants in the Canadian Access Federation and shall at all times comply with these standards.

ARTICLE 1 – SHIBBOLETH

1.1. Identity Providers must collect or generate the core attributes as defined by the Canadian Access Federation.

1.2. Identity Providers must ensure that accurate information is provided about end users. In particular:

1.2.1. Credentials of end users who are no longer validated by the organization must be revoked promptly, or at least no Attributes must be asserted for such end users to other Participants;

1.2.2. Where unique persistent attributes are associated with an end user, the Identity Provider must ensure that these attribute values are not re-issued to another end user for at least 24 months after the last possible use by the previous end user; and

1.2.3. Where an end user’s status, or any other information described by attributes, changes, the relevant attributes must be also changed as soon as possible.

1.3. The Identity Provider must ensure that logging information is retained for six months to be able to associate a particular end user with a given session that the Identity provider has authenticated.

ARTICLE 2 – EDUROAM

2.1. All Identity Providers who have deployed eduroam must agree to conform to, and remain in compliance with, the TERENA eduroam Compliance Statement which can be found at <http://www.canarie.ca/eduroam>

CANARIE (initial)	Participant (Initial)

Schedule B

TERMS FOR PARTICIPANTS OPERATING AS A SERVICE PROVIDER

The Participant operating as a Service Provider shall provide the configuration information reasonably requested by CANARIE in advance of creating the Service Provider service.

Any agreement for service provided by a Service Provider to an Identity Provider shall be the responsibility of the Participants operating as the Service Provider and the Identity Provider.

The Service Provider shall provide its operating procedures, the "Trust Assertion Document" (template posted at <http://www.canarie.ca/TAD>) documenting procedures for its Service Provider systems, to CANARIE and all Participants in the Canadian Access Federation and shall at all times comply with these standards.

ARTICLE 1 – SHIBBOLETH

1.1. The Service Provider for users of CAF may only use the attributes for the following purposes:

- 1.1.1 authorizing access to the service for which the attributes have been provided;
- 1.1.2 recording end user access, and retention of records, in order to facilitate traceability of end users via an Identity Provider;
- 1.1.3 personalization of a user interface;
- 1.1.4 providing end user support; and
- 1.1.5 any other uses required, to the extent they are specifically disclosed.

1.2. The Service Provider acknowledges that it is responsible for management of authorization to its services and resources and CANARIE Inc. and Identity Providers will have no liability in respect thereof.

ARTICLE 2 – EDUROAM

2.1. All Service Providers who have deployed eduroam must agree to conform to, and remain in compliance with, the TERENA eduroam Compliance Statement which can be found at <http://www.canarie.ca/eduroam>

2.2. The Service Provider operating an eduroam service has the right to protect its own network.

2.3. Subject to section 2.1., the Service Provider operating an eduroam service acknowledges and agrees that it must allow external eduroam Participants to authenticate using the eduroam service within six months of registering in the production environment. Failure to do so and to maintain availability may result in the suspension of eduroam services.

CANARIE (initial)	Participant (Initial)