

CRA PKI Organization Agreement: Appendix C Subscriber Agreement

SUBSCRIBER AGREEMENT
FOR
CANADA REVENUE AGENCY PUBLIC KEY INFRASTRUCTURE

BETWEEN:

The Canada Revenue Agency (“the CRA”)

AND:

_____, (the “Subscriber”) being an employee or contractor of _____ (the “Organization”)

In consideration of the mutual covenants and agreements herein contained and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged the parties agree as follows.

1. **Purpose**

1.1 This Subscriber Agreement contains the terms and conditions upon which the Subscriber may use a Certificate(s) issued to him/her or to which the Subscriber is granted access to a Certificate under the CRA Program (as defined below).

2. **Interpretation**

2.1 The following terms shall have the meanings ascribed to them below:

- (a) “Administrator” means a Subscriber who has access to and use of a Device Certificate but who is not the Custodian of the Device Certificate.
- (b) "Agreement" or "Subscriber Agreement" means this agreement including the CRA form RC-129, which is attached to and forms part of this Agreement.
- (c) "Certificate Policies" means the Digital Signature and Confidentiality Certificate Policies for the Canada Revenue Agency as may be amended from time to time. The Certificate Policies are located at <http://www.cra-adrc.gc.ca/eservices/pki/about-e.html>.
- (d) "Device Certificate" means a certificate which is installed on a computing platform for use in cryptographic processes that operate in an unattended fashion or that provide cryptographic services to a group of users.
- (e) “Organization Agreement” means the PKI Organization Agreement dated _____ (date to be inserted) executed by and between the Organization and the CRA.
- (f) "Program" means the _____ (insert name of Program) as well as any other program for which the CRA authorizes the use of Certificates under this Agreement.

2.2 Capitalized words and terms which are used but which are not defined in this Subscriber Agreement shall have the meaning ascribed to those terms in the Certificate Policies. For greater certainty, the Certificate Policies are included herein as a source of reference and for information purposes only.

2.3 **Order of Precedence:** In the event of any inconsistency between this Subscriber Agreement and the Certificate Policies, the terms of this Subscriber Agreement shall prevail.

3. **Identification Information**

3.1 The Subscriber represents and warrants that all identification information submitted, as corrected or updated from time to time, is true and complete. The Subscriber agrees to notify the Organization of any change to this information.

4. **Protection of Passwords, Tokens and Private Keys**

4.1 The Subscriber shall: retain in confidence his/her passwords, tokens and private keys associated with a Device Certificate or an End User Certificate, as applicable; shall not disclose such information to anyone; and shall take all reasonable measures to prevent the loss, disclosure, modification or unauthorised use of any passwords, tokens and private keys.

4.2 Notwithstanding Section 4.1, a Subscriber who is a Custodian of a Device Certificate may disclose his/her password, token or private key associated with the Device Certificate to Administrators of the same Device Certificate solely for purposes of use and maintenance of the Device Certificate.

4.3 Transfer or assignment of the Certificate to any other person is prohibited..

5. **Acceptable Use**

5.1 The Subscriber may only use the CRA PKI Certificate(s) for the secure electronic transmission of data with the CRA in the Program.

5.2 The CRA PKI Certificate and associated private keys shall be used within Canada only. The Subscriber shall not take any CRA PKI Certificate or private keys out of Canada, or otherwise cause it to leave Canada.

5.3 The Subscriber is prohibited from the following unless the prior written consent of the CRA is obtained:

- (a) importing third party Certificates or private keys into the Subscriber’s private certificate or key store, such as a personal address book;
- (b) exporting the Subscriber’s Certificate or keys so as to make them available to be imported into the private certificate or key store of a third party.

6. **Revocation of Certificates**

6.1 The Subscriber may request the CRA to revoke the Certificate(s) at any time prior to the Certificate's expiration.

6.2 Immediately upon the occurrence of any of the following events, the Subscriber shall provide CRA with written notice requesting revocation of a Certificate:

- (a) the Subscriber suspects or becomes aware that any of the password(s), token(s), or private key(s), is or has been compromised or insecure in any way;
- (b) the identification and authentication information provided by the Subscriber to the Organization is no longer accurate or complete;
- (c) the device(s) in which the Certificate has been installed is lost, stolen, changes, or is no longer used;
- (d) the Certificate is no longer authorized for use in any Program.

6.3 CRA shall have the right to immediately without notice to the Subscriber, revoke any Certificate(s) or to deny a Subscriber access to a Certificate(s) upon the occurrence of any of the following events:

- (a) the Subscriber fails to comply with any of its obligations under this Subscriber Agreement;
- (b) any of the information in the Certificate(s) changes;
- (c) CRA knows or has reason to suspect that any of the Subscriber’s private keys, tokens, or password have been compromised;
- (d) the certificate of the issuing Certification Authority is revoked;
- (e) for any other reasons deemed necessary by the CRA.

6.4 **Notice of Revocation:** CRA will attempt to provide notice to the Subscriber of the revocation of their Certificate or of denial of a Subscriber’s access to a Certificate in the case of an Administrator within twelve (12) hours of CRA having taken such action. Notice shall be deemed to have been given by publication of a notice in the Certificate Revocation List. Failure to provide notice within the said twelve (12) hour period shall in no way invalidate the Certificate revocation or Certificate access denial.

6.5 Revocation of a Certificate does not affect the authenticity of a message digitally signed before revocation.

6.6 If CRA revokes a Certificate(s) or denies access to a Certificate(s), the Subscriber may request (a) new Certificate(s), or access to a Certificate, but issuance of a new Certificate or access to a Certificate, as the case may be, shall be at the sole and absolute discretion of the CRA.

7. **Distinguished Name**

7.1 Each Certificate which is issued by the CRA to a Subscriber or to which the Subscriber is provided access will be assigned a Distinguished Name by the CRA for the purposes of uniquely identifying the Certificate(s). CRA may change this Distinguished Name for any reasonable cause at any time.

8. **Privacy**

8.1 In accordance with the federal Privacy Act, the Subscriber consents to, and accepts this Subscriber Agreement as notice of the collection of personal information either directly from the Subscriber or from the Subscriber’s employer on behalf of the CRA, for the purposes of:

- (a) issuance and use of a Certificate(s) in the conduct of secure electronic communication with the CRA;
- (b) placement of the Subscriber's identifying information in a Certificate, which Certificate will be maintained in a CRA Certificate repository;
- (c) the disclosure of Subscriber's identifying information namely the Subscriber's name and email address from the public Repository.

8.2 Consent to the collection and disclosure of information in accordance with Section 8.1 may be withdrawn by the Subscriber at any time by providing written notice to the CRA. If the Subscriber withdraws its consent the Subscriber acknowledges and agrees that the CRA shall have to revoke the Certificate(s) or deny access to a Certificate(s) in the case of an Administrator. As a result, the CRA may not be able to continue to provide some services, benefits or information in a secure electronic format.

8.3 The Subscriber understands that they have the right to request disclosure of their personal information contained in the CRA's PKI records and to have that information corrected by the CRA.

9. **Software**

9.1 All software provided by the CRA to the Subscriber or to the Subscriber's employer is the property of the CRA or its third party licensors. Any such software shall be used by the Subscriber solely for the purposes of the secure electronic transmission of data with the CRA in accordance with the terms of the applicable software

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- license. The Subscriber shall not tamper with, alter, destroy, modify, reverse engineer, decompile, distribute or abuse in any way any software provided by the CRA.

9.2

Upon the expiration or earlier termination of this Subscriber Agreement for any reason, or if the Subscriber decides to no longer participate in electronic communication with CRA, the Subscriber shall return to the CRA all software which has been provided to the Subscriber.

10.

Government’s Retention or Non Retention of Copy of Subscriber’s Key

10.1

The CRA does not retain copies of any digital signing key issued to the Subscriber.

10.2

CRA retains a copy of the Subscriber’s private confidentiality keys upon creation of the key.

10.3

The CRA will take reasonable measures as specified in the Certificate Policies to protect the Subscriber’s private confidentiality keys(s) from unauthorized disclosure, alteration modification, compromise or use.

10.4

The CRA will not disclose the Subscriber’s private confidentiality key(s) to any third party except with the Subscriber’s prior written consent or where required by law pursuant to judicial authorization or an express statutory requirement.

10.5

The Subscriber acknowledges that if they do not wish the CRA to retain a copy of their private confidentiality key(s), then access to the CRA PKI program will be denied, and they may deal with the CRA through means other than the CRA PKI.

11.

Notice

11.1

Unless otherwise specified in this Agreement, any notice, request, demand, or other communication to be given in connection with this Agreement shall be in writing and delivered by courier, or sent by registered or certified mail, return receipt request, postage prepaid, or by fax, or by email, addressed to the recipient as follows:

To the Canada Revenue Agency:
PKI Key Management Centre
5th Floor, 25 Fitzgerald Street
Ottawa, Ontario K2H 1C3

Email: [PKI Admin / Admin ICP \(mailto:PKIAdminICP@cra-arc.gc.ca\)](mailto:PKIAdmin/AdminICP@cra-arc.gc.ca)

To the Subscriber:
Name and Title: _____
Address: _____

Fax: _____
Email: _____

11.2

Any party may change its address for purposes of receipt of communications by giving ten (10) days prior written notice of such change to the other party in the manner prescribed above.

11.3

Any notice shall be considered to have been received on the fifth business day after mailing if sent by registered or certified mail, on the date of delivery if sent by courier, or on the first business day after the date of transmission if sent by facsimile or electronic mail.

12.

No Partnership

12.1

Nothing contained in this Subscriber Agreement, nor any acts of the CRA, the Subscriber, or any relying party shall constitute or be deemed to constitute the CRA and the Subscriber (or any Relying Party) as partners, employer and employee, joint venturers, principal and agent, trustee and beneficiary, or as in a fiduciary relationship of any kind, in any way or for any purpose.

13.

Term of Agreement

13.1

This Agreement shall be effective as of the date executed by both parties and shall remain in force until the date of expiration or termination of the Organization Agreement (including any renewal thereof) unless terminated earlier in accordance with Sections 13.2 or 13.3.

13.2

This Agreement may be terminated by either party, at any time, upon the provision of fourteen (14) days written notice.

13.3

The CRA may terminate this Agreement without notice in the event that the Subscriber fails to comply with any of its obligations under this Agreement.

13.4

In the event of expiration or termination of this Agreement, the CRA shall revoke all Certificate(s) issued to the Subscriber or in the case of an Administrator shall deny the Subscriber access to the applicable Device Certificate(s), without notice.

14.

General

14.1

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of Canada and any applicable laws of the Provinces/Territories, exclusive of their conflict of law principles.

14.2

Entire Agreement: This Subscriber Agreement including the RC-129 form attached to and forming part of this Agreement is the entire agreement between the CRA and the Subscriber in respect of the matters dealt with herein. All previous agreements, negotiations, understandings, and representations, whether written or oral between the parties have been superseded by this Agreement unless herein expressly specified or referred to.

14.3

Amendments: No amendment to this Subscriber Agreement shall be valid or binding unless set forth in writing and duly executed by the parties.

14.4

Survival of Certain Terms: Those terms which by their nature are intended to survive the termination or expiration of this Agreement including without limitation Section 8 ‘Privacy’, Section 9 ‘Software’, Section 15 ‘General’ shall survive.

14.5

Severability: Any provision of this Subscriber Agreement declared by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be severed from the agreement, and all other provisions shall remain in full force and effect.

14.6

No Assignment: This Agreement may not be assigned by the Subscriber.

By signing below, I acknowledge that I have read and fully understand all of the terms and conditions of this Subscriber Agreement and that I agree to be bound by the terms and conditions of this Subscriber Agreement.

Subscriber Information:

Signature: _____
Name: _____
Printed
Name of Organization: _____
Date: _____

Canada Revenue Agency

Signature: _____
Name: _____
Printed
Title: _____
Branch/Directorate/Division: _____
Date: _____

Application to become (pick only one) :

- ☐ End-user
- ☐ Device custodian
- ☐ Device administrator