CRA PKI Organization Agreement

CANADA REVENUE AGENCY
PUBLIC KEY INFRASTRUCTURE
EXTERNAL ORGANIZATION AGREEMENT

This External Organization Agreement is made in duplicate and effective on the_____day of_____, 20_

BETWEEN:

The Canada Revenue Agency
(the "CRA")

AND:

_____
(the "Organization")

1. Purpose

1.1 This Agreement contains the terms and conditions under which the Organization may apply for and if accepted, use Certificates issued by the CRA Public Key Infrastructure (CRA PKI) for use under the CRA _____ (insert NAME OF PROGRAM) and for any other program for which CRA authorizes its use.

2. Definitions

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" means this agreement including the appendices as set out below, which are attached hereto as well as the Certificate Policies (as defined below) all of which are incorporated into this Agreement by reference.
Appendix A - Subscriber List
Appendix B - Subscriber Application RC129
Appendix C - Subscriber 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: ftp://ftp.cra-arc.gc.ca/pub/PKI/agreements/English/.

(d) "Custodian" means a Subscriber to whom a Device Certificate has been issued and who has custody of the Device Certificate.

(e) "Device Certificate" means a Certificate that is issued to a single Custodian for installation on a central processing unit, for use and maintenance by that Custodian as well as by one or more Administrators.

(f) "End User Certificate" means a Certificate that is issued to a single Subscriber for use by that Subscriber only.

(g) "Local Registration Authority" means the individual or individuals designated by the Organization in accordance with Section 5 to perform the identification and authorization function for each Subscriber.

(h) "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.

(i) "Subscriber" means an individual who has been designated by the Organization as an Administrator or Custodian of a Device Certificate on behalf of the Organization by listing such individual on Appendix A, the "Subscriber List" and who has met the criteria and obligations as set forth in Section 6 "Subscriber Identification and Authentication".

2.2 Capitalized terms and words which are used but which are not defined in this Agreement shall have the meaning ascribed to those terms in the Certificate Policies.

3. Application

3.1 This Agreement shall apply to all applications for PKI Certificate(s) which are submitted by the Organization to the CRA, as well as to any PKI Certificates which are issued by the CRA.

4. Certificate Policies

4.1 The Organization acknowledges having read the Certificate Policies and agrees to be bound by the terms and conditions contained therein.

4.2 The Organization shall inform its Subscribers of all relevant provisions of the Certificate Policies including any amendments or updates and shall be responsible for its Subscribers' compliance with the terms thereof.

4.3 Written notification of any amendments to the Certificate Policies shall be provided to the Organization by facsimile or email addressed to the Local Registration Authority at the address set out in Section 5**.** Notification shall include information as to where the content of such amendments can be viewed.

4.4 The Organization shall be deemed to have accepted and agreed to be bound by any amendment to the Certificate Policies of which notice is sent, unless the Organization provides the CRA with notice of its refusal to be bound by such terms within thirty calendar days of the receipt of notice of the amendment from the CRA. If the Organization does not agree to be bound by the terms of any amendment to the Certificate Policies, this Agreement shall automatically terminate, and any issued Certificate shall be revoked.

5. Appointment of Local Registration Authority By Organization

5.1 The Organization shall designate one or more individuals to act as the Organization's Local Registration Authority to perform the following functions on behalf of the Organization:
(a) authenticating the identity of the Organization's Subscribers in the manner specified in Section 6;
(b) applying for the issuance of Certificates;
(c) distributing the initialization data to the Subscriber in the manner prescribed by the Certificate Policies.

5.2 The name, title, and address of the Organization's Local Registration Authority(ies) are set out below.

Name: _____
Title: _____
Phone Number: _____
Email Address: _____

Name: _____
Title: _____
Phone Number: _____
Email Address: _____

5.3 Within forty-eight hours of any change to the information set out in Section 5.2, the Organization shall provide the CRA with written notice setting out the corrected information.

6. Subscriber Identification and Authentication

6.1 The Organization shall list on Appendix A "Subscriber List" all Subscribers for End User Certificates or Device Certificates as the case may be. The Organization may only designate individuals to be Subscribers who are employees or contractors of the Organization.

6.2 The identity of each Subscriber shall be authenticated by the Organization in accordance with the requirements of this Agreement and the Certificate Policies including without limitation by comparing the identity of the Subscriber(s) with two pieces of original identification obtained from the Subscriber(s), one of which is photo identification.

6.3 The Organization shall cause each Subscriber to read the Subscriber Agreement, and to execute same.

6.4 Within forty-eight hours of any change to the information listed in Appendix A, the Organization shall provide CRA with a revised Appendix A setting out the corrected or additional information. In the case of a Subscriber being added to Appendix A, the Organization shall submit the Subscriber Agreement duly executed by the new Subscriber with the revised Appendix A. This Agreement shall apply to the Subscriber(s) added to Appendix A as of the date of receipt of such notice from the Organization.

7. Authorization of Certificate Use by Subscribers

7.1 The Organization represents and warrants that it has authorized the Subscriber(s) to perform secure electronic transmissions with CRA on behalf of the Organization, using either the Device Certificate(s) or the End User Certificate, as the case may be, as listed in Appendix A, including without limitation to have access to, enter data, to transmit data to the CRA, and to take responsibility for the use of keys.

8. Organization's Representations and Warranties

8.1 The Organization represents and warrants that:

(a) all information including without limitation any Subscriber information submitted by the Organization or the Subscriber, is true and complete;
(b) information obtained from the Subscriber(s) was collected for the CRA for the purposes of obtaining a PKI Certificate for use in the Program(s);
(c) the Organization has received, read and agrees to be bound by all the terms and conditions of the Subscriber Agreement in the form attached hereto, as amended from time to time, which is to be signed by the Subscriber(s);
(d) each Subscriber(s) has signed the Subscriber Agreement and has agreed to be bound by its terms and conditions including without limitation: the obligation to keep his/her token, password and private key confidential in order to preserve the security of any electronic communication made using the Certificate(s).

9. Request for and Issuance of Certificate(s)

9.1 Upon submission by the Organization of the documents listed below the Organization shall be deemed to have authorized and consented to the issuance of a PKI Certificate(s) to the Custodian or End User (as the case may be), and in the case of an Administrator to access the Device Certificate:

(a) Appendix A –Subscriber List (as amended from time to time to add additional Subscribers);
(b) RC129 Form;
(c) Subscriber Agreement –duly executed.

9.2 Issuance of a Certificate to a Subscriber shall be in the sole and absolute discretion of the CRA. If an application for a Certificate is accepted, the CRA will notify the Organization of the issuance of any Certificate(s).

10. Authorized Use of PKI Certificates

10.1 The Organization shall use PKI Certificates issued by the CRA only for the purposes of conducting secure electronic data transfer for the Program(s).

11. Organization's Responsibilities

11.1 The Organization shall be responsible for the following:

(a) ensuring that the Subscriber uses the Device Certificate(s) or the End User Certificate(s), as the case may be, in accordance with the terms of this Agreement and the Certificate Policies including without limitation the use of keys by the device, the security and configuration of the Device;
(b) all actions of the Subscriber(s) in breach of this Agreement, the Certificate Policies and the Subscriber Agreement, whether outside the ordinary course of their employment or otherwise, or in the case of a third party contractor whether in breach of the terms of their contract with the Organization or otherwise;
(c) ensuring that the Subscriber(s) does not use, rely on, or knowingly permit others to use or rely on a Certificate, whether a Device Certificate or an End User Certificate, issued by CRA for any purpose other than interactions with the CRA for purposes of secure electronic data transmission for the Program(s);
(d) ensuring that the private keys are operated on computer equipment that is regularly scanned for viruses and free of malicious programs.

12. Requirement to Notify CRA of Breach

12.1 The Organization shall immediately notify CRA of any breach of the terms of the Organization Agreement or the Subscriber Agreement including without limitation any act or omission of the Subscriber(s) of which the Organization has knowledge that could lead to the compromise of the security of the Program.

13. Certificate Revocation

13.1 The Organization may request CRA to revoke a Certificate issued to it at any time prior to the Certificate's expiration.

13.2 Immediately upon the occurrence of any of the following events, the Organization shall provide CRA of notice requesting revocation of a certificate:

(a) the Organization 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 to the Organization by the Subscriber(s) 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;
(e) the Custodian is dismissed, replaced, leaves the Organization voluntarily, or is otherwise no longer authorized by the Organization to hold a Certificate.
(f) a Subscriber to whom an End User Certificate has been issued is dismissed, replaced, leaves the Organization, or is otherwise no longer authorized by the Organization to hold the End User Certificate.

13.3 In the case of a Administrator that is no longer authorized by the Organization to be a Subscriber for whatever reason including without limitation, dismissal, or departure from the Organization, then the Organization shall remove the Administrator's access to the Certificate and associated private keys and shall provide notification of such change to CRA within forty-eight hours of such change.

13.4 CRA shall have the right to immediately revoke any Certificate(s) issued by it to the Organization upon the occurrence of any of the following events:

(a) the Organization fails to comply with any of the terms of this Agreement;
(b) the Subscriber(s) fails to comply with any of the terms of the Subscriber Agreement or Certificate Policies;
(c) CRA knows or suspects that the Certification Authority's keys have been compromised;
(d) CRA knows or suspects that the Subscriber's private key, token or password has been compromised;
(e) the Certificate of the issuing Certification Authority, which is used to sign the PKI Certificate of the Subscriber(s), is revoked;
(f) any of the information in the Certificate(s) changes;
(g) for any other reasons deemed necessary by the CRA, or as may be set forth in the Certificate Policies.

13.5 Notice of Revocation: Within twelve (12) hours of the revocation of a Certificate for any reason, CRA will notify the Organization of the revocation by publishing a notice in the Certificate Revocation List.

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

13.7 If CRA revokes a Certificate(s), the Organization may request a new Certificate, but issuance of a new Certificate shall be at the sole and absolute discretion of the CRA.

14. Privacy

14.1 When the Organization is a sole proprietor, an individual, or a partner, The Organization consents to, and accepts this Agreement as notice of:
(a) the collection of identifying information being the name of the Organization and its Province of operation;
(b) placement of the identifying information in a Certificate, which Certificate will be maintained in a CRA Certificate repository;
(c) the purpose for which the information is collected namely for issuing (a) Certificate(s) which is necessary for secure electronic transmission with the CRA

14.2 Consent to the collection and disclosure of information in accordance with Section 14.1 may be withdrawn by the Organization at any time by providing written notice to the CRA. If the Organization withdraws its consent then the Organization acknowledges and agrees that the CRA will have to revoke the Certificate(s). As a result, the CRA will not be able to continue to provide some services, benefits or information in an electronic format to the Organization.

14.3 The Organization understands that it has the right to request disclosure of the information in the Organization's records and to have that information corrected by the CRA.

14.4 The Organization agrees and will ensure that its employees, agents or subcontractors agree to comply with the provisions of the Privacy Act and the Access to Information Act.

14.5 Notwithstanding anything contained in this Agreement to the contrary, any information including, but not restricted to, personal information within the meaning of the Privacy Act or the Access to Information Act, managed, received or created in order to fulfill the requirements of the Agreement, shall be considered by the parties to be under the control of the Minister of National Revenue and shall be made available to the Minister upon request.

15. Software

15.1 All software provided by CRA to the Organization is the property of the CRA or its third party licensors. Any such software shall be used by the Organization solely for the purposes of the secure electronic transmission of data with the CRA in accordance with the terms of the applicable software license. The Organization shall not tamper with, alter, destroy, modify, reverse engineer, decompile, distribute or abuse in any way any software provided by the CRA.

15.2 The Organization shall have all software upgrades provided by the CRA to the Organization installed and in operation within thirty days of the date of delivery to the Organization.

15.3 The Organization and Subscribers shall only use Certificates, associated private keys and software provided by CRA within Canada.

15.4 Upon the expiration or earlier termination of this Agreement for any reason, or if the Organization decides to no longer use PKI technology in its electronic communication with CRA, the Organization shall return to the CRA all software which has been provided by it.

16. Availability

16.1 CRA does not represent or warrant one hundred percent (100%) availability of secure electronic transmission services. CRA hereby expressly disclaims any and all liability for interruption of secure electronic transmission services howsoever arising including without limitation, system maintenance and repair, events that are beyond the reasonable control of the CRA, events that the CRA could not have reasonably prevented by means of the controls, compromise and disaster recovery procedures, business continuity procedures, establishment of and maintenance of off-site facilities, and back-up provisions, as set out in the Certificate Policies.

17. Limitation of Liability

17.1 Notwithstanding anything in this Agreement to the contrary, and notwithstanding the value of any transaction for which the PKI Certificate(s) is used, CRA hereby disclaims any and all liability to the Organization or to the Subscriber, for any direct, indirect, special or consequential damages, claims, actions, losses, or awards, including without limitation loss of revenue or profit, or savings, loss or damaged data, or other commercial or economic loss however caused and regardless of the theory of liability, arising out of or related to the use or inability to use the secure electronic transmission service, service interruption, the issuance, use, inability to use, delivery, license, or reliance upon the Certificate(s) issued by the CRA or its associated key pair, or the use of the PKI technology, or the Program(s), even if the CRA has been advised of the possibility of such damages, nor shall the CRA's contractors, suppliers, agents, employees or representatives have such liability.

17.2 UNLESS SPECIFIED IN THIS AGREEMENT, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ARE DISCLAIMED.

18. Indemnification

18.1 The Organization is fully responsible and liable for and shall defend the CRA from any and all claims, actions, losses, damages or awards, whether direct, indirect, special, or consequential, including without limitation any third party claims, howsoever arising from any acts or omissions of the Organization including without limitation the following events:

(a) the provision of untrue, incorrect, or incomplete information or documents, or the failure to notify the CRA of changes to or errors in information contained in the Certificate(s);
(b) any breach by the Subscriber(s) of the terms of the Subscriber Agreement, including but not limited to failing to protect any password token and private keys;
(c) any use or reliance on Certificate(s) by the Subscriber(s), or the Organization in a manner that is not in accordance with this Agreement or the Subscriber Agreement;
(d) any breach by the Organization of any of the terms and conditions of this Agreement;
(e) any failure to request the revocation of a Certificate(s) where required under this Agreement or the Subscriber Agreement;
(f) any failure by the Organization to comply with the terms of any software license agreements applicable to software provided under the terms of this Agreement;
(g) any determination, judgement or award finding Canada or the CRA to be an agent or trustee of the Subscriber(s), or the Organization, or to be liable with the Subscriber(s), Organization, or a Relying Party as a partner of, or member of a joint venture with, principle or agent of, trustee or fiduciary for any of them in any respect;
(h) any lack of availability, delay, or failure to provide CRA PKI services, including without limitation a Certificate, or key howsoever caused.

19. Term of Agreement

19.1 This Agreement shall be effective as the date executed by both parties and shall remain in force for a period of five (5) years thereafter unless terminated earlier in accordance with Sections 19.2 or 19.3.

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

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

19.4 In the event of the expiration or termination of this Agreement for any reason, the CRA shall revoke all Certificates issued to the Organization, without notice.

20. No Partnership

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

21. Notice

21.1 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, 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**)

To the Organization:
Name and Title: _____
Address: _____
_____
Fax: _____
Email: _____

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

21.3 Any notice shall be deemed 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.

22. Dispute Resolution

22.1 In the event of any dispute between the CRA and the Organization, the parties will attempt to resolve the dispute amicably and in an expeditious manner, first by negotiation and, failing resolution, then through an independent mediator, as follows:

(a) any party may, by notice in writing or by digitally signed electronic message, commence negotiations;
(b) if the dispute cannot be so resolved within 30 calendar days of the notice to commence negotiations, then either party may, by notice in writing or by digitally signed electronic message, submit the dispute to mediation;
(c) a single independent mediator, not being an employee or contractor of the parties, shall be appointed by agreement of the parties within thirty (30) calendar days of the submission to mediation. If the parties are unable to agree upon the appointment of a mediator within the said thirty calendar day period, the Government of Canada Policy Management Authority will upon the application by one or both of the parties appoint a mediator within 30 calendar days after the expiration of the initial thirty (30) calendar day period.

22.2 The costs of negotiation, or mediation, as applicable, including the fees of the mediator, the mediator's travel and accommodation expenses, and the costs of room rental and support services for the negotiation or mediation proceedings, will be shared equally by the parties.

22.3 Each party will bear its own costs of legal representation, travel and accommodation for the negotiation or mediation, as applicable.

23. Governing Law

23.1 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 conflicts-of law principles.

24. General

24.1 Entire Agreement: This Agreement including the Appendices and the Certificate Policies which are incorporated herein by reference form the entire agreement between the CRA and the Organization 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.

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

24.3 Survival of Certain Terms: Those terms which by their nature are intended to survive the termination or expiration of this Agreement including without limitation Sections 14 "Privacy", Section 16 "Availability", Section 17 "Limitation of Liability", Section 18 "Indemnification", Section 24 "General" shall so survive.

24.4 Severability: Any provision of this 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.

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

24.6 This Agreement may not be transferred or assigned by the Organization.

In Witness Whereof the parties have caused this Agreement to be signed by their duly authorized representatives.

Name of Organization: _____
Signature*: _____
Name (printed) : _____
Title: _____
Date: _____

*I have authority to bind the Organization

Canada Revenue Agency
Signature: _____
Name (printed): _____
Branch/Directorate/Division: _____
Title: _____
Date: _____