

**CANADA CUSTOMS AND REVENUE AGENCY
PUBLIC KEY INFRASTRUCTURE**

Subscriber Agreement Governing the Issuance and Use of Certificates
for Data Transfer under the Customs Internet Gateway and any other Program for which the CCRA Authorizes
its use pursuant to the CCRA Public Key Infrastructure

This agreement is made on the ____ day of _____, 20__

BETWEEN:

The Canada Customs and Revenue Agency (“the CCRA”)

AND:

_____, an employee of _____ (“the Subscriber”)

The following are the terms and conditions upon which Subscribers may use and rely upon certificates issued by the CCRA Public Key Infrastructure (CCRA-ADRC PKI):

1. Purpose

This Agreement contains the terms and conditions upon which Subscriber(s) may use and rely upon (a) certificate(s) issued to them under the CCRA Customs Internet Gateway, and for any other program for which CCRA authorizes its use.

2. Definitions

Terms and words used in this Agreement have the same meaning as in the CCRA Certificate Policies (“CPs”) [Confidentiality and Digital Signature], which can be found at <http://www.ccradrc.gc.ca/eservices/pki/about-e.html>.

3. Identification Information

The Subscriber certifies that the information submitted, as corrected or updated from time to time, is true and complete. The Subscriber also certifies that it has provided to the Subscriber’s employer, identification documents for the purposes of issuing (a) certificate(s) to the Subscriber, and that these documents are true and complete, and the Subscriber will notify the employer of any change to these documents. The Subscriber agrees to notify the Organization of any change to this information.

4. Protection of Keys

- a) The Subscriber agrees to keep all passwords, tokens and private keys confidential and to not reveal them to anyone;
- b) The Subscriber agrees to take all reasonable measures to prevent the loss, disclosure, modification or unauthorised use of any passwords, tokens and private keys;
- c) The Subscriber agrees not to assign the certificate(s) to any other person;
- d) The Subscriber acknowledges and agrees that, if the CCRA issues keys to the Subscriber, the CCRA will not keep a copy of the digital signing keys issued.

5. Acceptable use or Reliance

- a) The Subscriber will use or rely on the CCRA PKI certificate(s) only for dealing with the CCRA for purposes of the Customs Internet Gateway and any other program for which the CCRA authorizes its use, and will not authorize, encourage or permit anyone other than the CCRA to rely on, use or authenticate the certificate(s) for which the Subscriber is responsible;
- b) The Subscriber understands and agrees that the use of, or reliance on, the CCRA certificate(s) for purposes of any other transactions is at the Subscriber’s own risk;
- c) The Subscriber understands they are responsible to make themselves aware of and to comply with any foreign laws or restrictions on their use of public key technology, software, certificates, tokens or cards outside of Canada.

6. Certificate Policy

The Subscriber acknowledges having read and understood the responsibilities and obligations contained in the Certificate Policies (“CPs” – Confidentiality and Digital Signature) located at <http://www.ccradrc.gc.ca/eservices/pki/about-e.html> as amended from time to time. The Subscriber understands that the CPs may change from time to time, with notice of such changes provided as per paragraph 13 f) of this Agreement, and understands that the CPs form part of this Agreement.

7. Revocation of Certificates

- a) The Subscriber may request the CCRA revoke the certificate(s) by signed notice in writing or by facsimile, at any time prior to the expiration of its lifetime;
- b) The Subscriber must immediately request that the CCRA revoke the certificate(s) in certain circumstances. These circumstances are:
 - i) If the password, token or private keys of the Subscriber have been, or if it is suspected they may have been compromised or are insecure in any way;
 - ii) If any of the information contained in the certificate(s), or the identification and authentication information has been changed or altered, or is otherwise no longer accurate or complete;
 - iii) If the device(s) holding the certificate is lost or stolen, or is no longer authorized or designated for the Customs Internet Gateway or any other program for which the CCRA has authorized its use.
- c) The Subscriber acknowledges that the CCRA may revoke the certificate(s) if:
 - i) Any of the information in the certificate(s) changes;
 - ii) The CCRA knows or has reason to suspect that the private keys of the Subscriber have been compromised;
 - iii) The CCRA knows or suspects that the Subscriber’s token or password has been compromised;
 - iv) The certificate of the issuing Certification Authority, which was used to sign the PKI certificate(s), is revoked;
 - v) The Subscriber fails to comply with their obligations under this Agreement; or
 - vi) For any other reasons deemed necessary by the CCRA.
- d) The Subscriber acknowledges the CCRA will provide notice of the revocation, that notice of such revocation will be published in the Certificate Revocation List within 12 hours of a request under paragraph (b) or within 12 hours of revocation under paragraph (c), and that such revocation does not affect the authenticity of a message digitally signed before revocation;
- e) The Subscriber understands that if the CCRA revokes the certificate(s), the Subscriber may request (a) new certificate(s), but that the CCRA is not obliged to issue (a) new certificate(s).

8. Distinguished Name

The Subscriber acknowledges and agrees that the CCRA will assign a Distinguished Name (DN) for the purposes of uniquely identifying the certificate(s), and may change this Distinguished Name for any reasonable cause.

9. Privacy

- a) The Subscriber consents to, and accepts this Agreement as notice of:
 - i) the collection of personal information related to the authorized uses of the certificate(s), either directly or from the Subscriber’s employer on behalf of the CCRA;
 - ii) the disclosure of identifying information from the public repository, being the Subscriber’s name and the CCRA-generated serial number of the Subscriber’s certificate;
- b) The Subscriber understands that the identifying information collected is for issuing the certificate(s), and is necessary for electronic communication with the CCRA;
- c) The Subscriber understands that the identifying information will be placed in the certificate(s), which will be maintained in a certificate repository by the CCRA and may be referred to in Certificate Revocation Lists (CRL). Any certificate information found in the CRL is in binary format;
- d) The Subscriber acknowledges and understands that consent may be withdrawn at any time by notifying the CCRA by signed written notice or by facsimile, and that if consent is withdrawn the CCRA may have to revoke the certificate(s). As a result, the CCRA may not be able to continue to provide some services, benefits or information in an electronic format;
- e) The Subscriber understands that they have the right to request disclosure of the information in their Subscriber’s file and to have that information corrected by the CCRA.

10. Software

If the CCRA supplies the Subscriber with any computer software, the Subscriber agrees not to tamper with, alter, destroy, modify, reverse engineer, decompile, or abuse such software in any way. The Subscriber agrees not to use the software for any purpose other than interactions with the CCRA. The Subscriber also agrees to abide by any foreign laws or restrictions that may exist on the use of such software outside of Canada. All software supplied must be returned to the CCRA should the Subscriber decide to no longer participate in pre-approved electronic filing programs.

11. Government’s Copy of Subscriber’s Key

- a) The Subscriber acknowledges that, if the CCRA generates the Subscriber’s keys, the CCRA will back up and retain a copy of the Subscriber’s private confidentiality key(s), and the Subscriber consents thereto;
- b) The CCRA agrees to take all reasonable measures as defined in the CPs to protect that (those) private key(s) from unauthorized disclosure, alteration modification, compromise or use;
- c) The CCRA may not disclose such private confidentiality key(s) to any one except
 - i) with the Subscriber’s prior written consent; or
 - ii) where required by law pursuant to judicial authorization or an express statutory requirement
- d) The Subscriber acknowledges that, if they do not wish the CCRA to retain a copy of their private confidentiality key(s), then they may deal with the CCRA through other means than the CCRA PKI.

12. No Partnership

Neither the CCRA nor the Subscriber are agents or trustees of, or for, each other. The CCRA and the Subscriber expressly disclaim any intention to create a partnership, employer/employee relationship, joint venture, joint enterprise or fiduciary relationship. It is understood, acknowledged and agreed that nothing in this Agreement, nor any acts of the CCRA, the Subscriber or any relying party shall constitute or be deemed to constitute the CCRA 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. General

The Subscriber understands and agrees that:

- a) These terms and conditions, which may be amended in writing from time to time, form the entire and sole agreement between the CCRA and the Subscriber with respect to the subject matter of this Agreement, and supersede all previous negotiations, communications and other agreements whether written or oral relating to it, unless they are incorporated by reference in the Agreement. No amendment to this Agreement is valid unless agreed in writing by the parties. There are no terms, covenants, representations, statements or conditions binding on the parties other than those contained in the agreement, any written amendment to the Agreement, and the CPs;

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- b) Despite any termination or expiration of this Agreement, the disclaimers, limits on liability, consent provisions and provisions concerning indemnity shall survive;
- c) 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;
- d) In the event of any inconsistency between this Agreement and the CPs, this agreement shall prevail;
- e) This Agreement may not be assigned;
- f) The terms of the CCRA CPs [Confidentiality and Digital Signature], which can be located at <http://www.ccr-a-dre.gc.ca/eservices/pki/about-e.html>, and any amendments thereto, are incorporated into this Agreement by reference. Notification of any amendments to the CPs shall be provided to the Subscriber by any of written notice, facsimile or email, along with information as to where the content of such amendments can be viewed, and the Subscriber is deemed to accept all amendments to the CPs unless it notifies the CCRA otherwise and terminates this Agreement within seven (7) business days.

14. Term of Agreement

- a) Unless otherwise agreed, this Agreement is in force from the date on which the certificate(s) is published in the certificate repository and shall remain in effect until 5 years from the date on which the certificate is first published in the repository or until terminated in accordance with the provisions of paragraphs (b) (c) and (d) below
- b) This Agreement may be terminated by either party, at any time, with 14 days written notice;
- c) The CCRA may terminate this Agreement without notice in the event that the Subscriber fails to comply with any obligations under this Agreement;
- d) In the event of expiration or termination of this Agreement, the CCRA shall revoke all certificate(s), without notice.

15. Dispute Resolution and Governing Law

If there is any dispute between the CCRA and the Subscriber, 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 the parties and, failing such appointment within 30 calendar days of the submission to mediation, the mediator will, upon application by one or both of the parties, be appointed by the Government of Canada Policy Management Authority within 30 calendar days after the expiration of the previous 30-day period;
- d) 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;
- e) Each party will bear its own costs of legal representation, travel and accommodation for the negotiation or mediation, as applicable;
- f) 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.

16. Notice

- a) Unless specified otherwise, where this Agreement calls for notice by either party, such notice to either the Subscriber or the CCRA may be given by hand, by mail, by courier, by facsimile, or by digitally signed electronic mail. Any notice shall be considered to have been received on the fifth business day after mailing if sent by regular 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;
- b) Any notice shall be given to the Subscriber at the address specified in the Subscriber Application;
- c) Notice shall be given to Canada Customs and Revenue Agency at:

PKI Key Management Centre
 4th Floor, 25 Fitzgerald Street
 Ottawa, Ontario
 K1A 0L5

Date Subscriber Name [printed] Signature

Date CCRA Agent Name [printed] Signature
