# Access to Bilingual Corpus - SEDAR

## Applicant Information

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| --- | --- |
| Name: |  |
| University: |  |
| Email\*: |  |
|  | \*Only applicants with an email address associated with a university will be considered. |
| Address: |  |
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## Information on Research Project

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| Please describe the research project in which the Bilingual Corpus – SEDAR will be used. |
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| Please describe how the Bilingual Corpus – SEDAR will be used in your research project. |
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## Terms and Conditions

1. *Parties*: The University and Recipient will be jointly and severally responsible and liable for observing and complying with the terms and conditions of this application;
2. *Scope of authorization*: Transformed Data may be accessed and used by Recipient, and disclosed by Recipient to its Advisor in his capacity as thesis advisor to Recipient, in the manner and for the purposes described in Appendix A under the sections entitled “Proposed Use for Data” and “Access to Data”. Advisor may not otherwise access, use, disclose or distribute Transformed Data or make copies or otherwise retain the whole or any portion thereof;
3. *Limitations and restrictions*:
4. Except as expressly authorized above, no other access, use, disclosure or distribution of Transformed Data is permitted. For the avoidance of doubt: (A) no other person or entity - including but not limited to students, faculty or other staff of the University – may access, use, disclose or distribute Transformed Data; and (B) no commercial use of Transformed Data is permitted;
5. No party hereto may use the logo of the other (including for greater certainty, in respect of the Autorité des marches financiers (Québec) (the “**AMF**”), the logo of any other member of the CSA) in any publication, promotional material or other writing or oral statement for public distribution relative to the subject matter or existence of this Agreement without the prior written consent of the other;
6. *Personal information; Security*: The University and Recipient acknowledge that personal information contained in Transformed Data is governed by privacy laws, including applicable Canadian provincial or territorial privacy legislation and associated regulations, as amended from time to time. The University and Recipient shall maintain the confidentiality and security of all Transformed Data that Recipient handles, and shall comply with any information technology security requirements, including but not limited to those set forth in Appendix A, that the AMF may require, acting reasonably, from time to time. The University and Recipient shall, upon the AMF’s request from time to time, provide written confirmation that the University and Recipient have adequate and appropriate security measures in place in order to maintain the confidentiality and security of Transformed Data, which confirmation shall include a reasonably detailed and up-to-date description of such security measures;
7. *Unauthorized Access, etc.*: in the event of any unauthorized possession, use, access or disclosure, or attempt to effect the same, of any Transformed Data by or through Recipient (an “**Incident**”), the University and Recipient shall:
8. promptly notify the AMF of the Incident;

(ii) promptly furnish the AMF with all relevant details of the Incident;

1. promptly investigate the cause of the Incident and take such measures and use such reasonable efforts, to the satisfaction of the AMF, as are necessary to prevent a recurrence of the Incident; and
2. reasonably co-operate with the AMF, at the University’s and Recipient’s respective cost and expense, in any proceeding against third parties deemed necessary by the AMF to protect Transformed Data;
3. The University and Recipient are responsible for any access or use of Transformed Data, and for any disclosure of Transformed Data to Advisor, and shall ensure that Advisor observes and complies with the terms and conditions set forth in this letter of authorization. The University and Recipient agree to defend, indemnify and hold the AMF and all other members of the Canadian Securities Administrators (the “**CSA**”), and their respective commissioners, commission members, directors, officers, employees and agents harmless from and against any and all damages, liabilities, losses, demands, claims, actions, suits, costs, charges or expenses (including reasonable legal and advisor’s fees, costs and expenses) suffered or incurred by any of them in connection with, or arising or resulting from, Recipient’s access to or use of Transformed Data, or the disclosure thereof to Advisor.

The AMF makes no representations, warranties or conditions of any kind in connection with Transformed Data or Recipient’s access to or use thereof. This authorization does not convey any ownership rights (including copyright) in Transformed Data but is a royalty-free, non-assignable, non-exclusive, limited licence to use Transformed Data within the stated scope of authorization and only in the manner and for the purposes stipulated herein. Except for the limited license granted above, all rights are expressly reserved by the AMF.

**Appendix A**

**Data Requested:**

One-time delivery of the transformed public content of SEDAR into a structured database (the “**Transformed Data**”) where corresponding sentences in English and in French are presented side by side:

**Proposed Use for Data:**

Recipient will access and use Transformed Data for academic research that do not involve securities analysis.

**Access to Data:**

1. The Transformed Data will remain stored on a password protected device and shall not be copied. Following the completion of Recipient’s work, the Transformed Data will be irrevocably deleted from the protected device by no later than 5 years;
2. Recipient will at all times retain possession of the password protected device holding the Transformed Data and will be responsible for controlling access to Transformed Data. Transformed Data will only be viewed by Recipient and Advisor.
3. **Recipient will observe the following conditions in connection with the use of Transformed Data:**
4. **Relevant provisions of the SEDAR.com Terms of Use continue to apply;**
5. **Recipient will deliver a copy of its final works to fintech@lautorite.qc.ca.**

## Agreement and Request for Access

By sending this application to the Autorité des marchés financiers at fintech@lautorite.qc.ca, you acknowledge having read and agreed to the terms and conditions above.

*Questions and request for information can be sent to fintech@lautorite.qc.ca.*