



**CHS HYDROGRAPHIC DATA
LICENCE AGREEMENT
(Digital to Paper -
Licensee producing paper or other analog navigation charts
from CHS digital data
under dual licences from CHS and NDI)**

THIS AGREEMENT, No. **year, month, day -1260- file letter and number**, is made in duplicate as of **date**.

BETWEEN

Her Majesty in Right of Canada ("Canada"), as represented by the Minister of Fisheries and Oceans, on behalf of the
Canadian Hydrographic Service
615 Booth Street
Ottawa, Ontario
K1A 0E6

Hereinafter referred to as "CHS"

AND

Company name
Address
City
Province
country

Hereinafter referred to as the "Licensee"

WHEREAS Canada has the copyright in certain Canadian navigation charts (the "Charts") and the exclusive right to reproduce the data contained in the Charts (the "Data") in paper form, and to licence others to do so;

AND WHEREAS Canada wishes to grant, and the Licensee wishes to be granted, a licence to reproduce the CHS data contained in the Charts in paper or other analog navigation charts or publications (the "Product(s)"), in consideration of royalties to be paid by the Licensee to CHS;

AND WHEREAS Canada has issued a licence to Nautical Data International ("NDI") which gives NDI the sole right and licence to use CHS Data to produce certain digital Products, to integrate it with other products, and to distribute and sublicense it; and



AND WHEREAS the Licensee has obtained a sublicense from NDI to reproduce and distribute the CHS digital data contained in the Charts in paper or other analog navigation charts, and provided CHS with a signed copy of such sublicense;

NOW THEREFORE, the Parties agree as follows:

1. Definitions:

In this Licence Agreement:

"Charts" means CHS navigation charts **xxx**;

"Data" means: (**specify exactly the data that is the subject of this license**) data as outlined specifically herein.

"Digital Data Distributor" means the distributor licensed by CHS to distribute CHS digital data, as set out on the CHS website;

"Product" means (**Name of the Product/Publication**), the medium or format of which shall not be digital.

2. Grant of Licence

- 2.1. In consideration for the payment of royalties by the Licensee to CHS, CHS hereby grants to the Licensee a non-exclusive, non-assignable right and licence to use and reproduce the Data to make and sell the Product in paper format only.
- 2.2. The Licensee shall not copy, use, or transfer the Data in whole or in part, except as may be required for the purpose of this Licence.
- 2.3. The Licensee shall not include any Product in whole or in part in any other product without the express written consent of CHS.

3. Copyright and Other Intellectual Property Rights

- 3.1. The Licensee agrees that the copyright in the Data shall remain the property of Canada.
- 3.2. The Licensee agrees that this Licence is not a transfer of Copyright, and does not authorise the sale, sub-license, lease, and assignment of the Data, or application for any patent in relation to the Data.

CHS Initial _____

Licensee Initial _____



4. No representation, warranty or liability

4.1. Although CHS produces Data with the greatest care, neither Canada, its ministers, officers and employees, nor CHS, who individually and collectively shall hereinafter be referred to as "Canada", make any representation or warranty, either express or implied, concerning Data accuracy, or suitability for any particular application or purpose; or that it may be used without infringing any third party rights. In no event will Canada be liable for any damages whatsoever, including but not limited to loss of revenue or profit, lost or damaged data, or expenses arising in any way from or consequential upon the performance of this Licence, or the use of, or the inability to use the Data.

4.2. The Licensee shall indemnify and save harmless Canada from and against and be responsible for all claims, demands, losses, costs, including solicitor and client costs, damages, actions, suits, or proceedings, by whomsoever made, brought, and prosecuted, in any manner based upon, arising out of, related to, occasioned by, or attributable to any acts or conduct of the Licensee, its employees, or agents, relating to the production, distribution, shipment, offering for sale, or sale of Products, and arising in any other way whatsoever from this Licence.

5. Notices, and Information to be included and excluded on reproductions of Products

5.1. The Licensee shall include in a prominent location on each Product the following notices:

NOT TO BE USED FOR NAVIGATION

Reproduction of information from Canadian Hydrographic Service charts in this Product are for illustration purposes only; they do not meet the requirements for navigation of the Charts and Nautical Publications Regulations, 1995 ("CNPRs") under the Canada Shipping Act.

The CNPRs specify the charts, publications and updates which are required for navigation. The appropriate charts, corrected and up-to-date, and the relevant complementary publications required under the CNPRs must be used for navigation.

This Product is reproduced under License Agreement (NUMBER) with the Canadian Hydrographic Service, and sublicense agreement (NUMBER) with Nautical Data International;



For navigation, use Canadian Hydrographic Service chart(s) No. **xxx**.

5.2. The licensee shall include on the product, information on accessing CHS chart dealers in the geographic area covered by the Product and information on ordering navigational charts and publications directly from the Canadian Hydrographic Service, and this listing can be one of the following:

Option A:

The Canadian Hydrographic Service nautical charts and publications are available from authorized chart dealers. For a complete list of chart dealers in your area, contact:

Client Services
Canadian Hydrographic Service
Fisheries and Oceans Canada
615 Booth Street
Ottawa, Ontario, Canada K1A 0E6

Telephone (613) 998-4931
Fax (613) 998-1217
Email: chs_sales@dfo-mpo.gc.ca
Web: www.charts.gc.ca

Option B:

The Canadian Hydrographic Service nautical charts and publications are only available from authorized chart dealers. For a complete list of authorized chart dealers in your area visit www.charts.gc.ca or call 1-800-OH-CANADA.

5.3. The following copyright notice shall be displayed in accordance with accepted industry practices in respect of copyrighted material:

© Her Majesty in Right of Canada, Department of Fisheries and Oceans (**YEAR**)
Sa Majesté du Chef du Canada, Ministère des Pêches et Océans (**ANNÉE**)

5.4. Products made by the Licensee shall **not include**:

- i. The Canadian Hydrographic Service Crest;
- ii. The chart name used in the original CHS chart;
- iii. The CHS chart scale, if different from the original CHS chart; or
- iv. Any annotation of any kind that may in any way be interpreted as Product endorsement by CHS.



5.5. The Licensee may reproduce bar scales and caution notes, as they deem appropriate for different sheets in the Product. With respect to charts that are not on NAD 83 (WGS 84), the Licensee shall effect adjustments of GPS positions by the amounts shown in the notes on each chart before plotting GPS positions on that chart. A Chart that does not carry a Horizontal Datum cannot be assumed to be on NAD 83 (WGS 84) and the licensee should contact the CHS for status information.

6. Copies

6.1. The Licensee shall provide CHS with **2** copies of each Product that becomes available for sale.

7. Reports

7.1. The Licensee shall make available a copy of its latest Annual Report, including Audited Financial Statements if requested by CHS.

8. Royalties

8.1. For the purpose of royalty calculation, the parties agree that:

(a) The "CHS Content Ratio" represents the amount of CHS Data reproduced in the Product (excluding notices required by this Agreement), relative to the total amount of information included in the Product, based on the surface or the total number of pages representing the Data, divided by the total surface or total number of pages of the reproduction. The "CHS Content Ratio" for the Product shall be **xx% of the total content of the Product**. However, if the Product changes, the Licensee shall advise CHS, and CHS will adjust the CHS Product Ratio as appropriate, in its sole discretion;

(b) the "Royalty Rate" shall be 15%;

(c) "Sale Price" means the retail sale price for any retail sales transaction, and the wholesale price for any wholesale sales transaction. **For the purpose of royalty calculation, the wholesale price shall not be less than 40% of the retail price.**

8.2. In consideration for this License, the Licensee shall pay to CHS a royalty for each copy of any Product sold, calculated as follows:

Royalty Rate x Sale Price x CHS Content Ratio



- 8.3. The Licensee shall pay royalties to CHS based on sales, regardless of whether such sales have been invoiced or billed, or whether the Licensee has received payment for such sales.
- 8.4. Royalties are to be calculated and paid in Canadian or American Currency.
- 8.5. This Agreement shall be deemed as sufficient invoice for the purpose of royalty payments.
- 8.6. No later than January 31st each year, throughout the duration of this License, the Licensee shall deliver to CHS a royalty payment for the 12-month period ending December 31 of the preceding year. Each royalty payment shall be accompanied by a written royalty report providing the information used to calculate such payment, and shall at least include the following:
 - (a) the total number of copies made of each Product;
 - (b) the Sale Price of each Product;
 - (c) the number of copies of each Product that are sold or otherwise transferred
 - (d) update on CHS Content Ratio; and
 - (e) the License Agreement number clearly identified on the payment.
- 8.7. The first payment shall be for a period starting as of the date of full execution of this License, and ending on December 31 of that Year.
- 8.8. All payments shall be made in favour of the Canadian Hydrographic Service and delivered to:

Canadian Hydrographic Service
Fisheries and Oceans Canada
Ottawa, Ontario
K1A 0E6
- 8.9. The Licensee shall keep records using generally accepted accounting procedures, providing data that would allow CHS to calculate and easily audit any payment under this Agreement. For two years after termination or expiration of this License the Licensee may not destroy any such records without prior written authorization from CHS.
- 8.10. CHS may audit and take copies of the Licensee records on Licensee premises as they may relate to the performance of this License at any time during the term of this License, and for two years afterwards.

9. Duration

CHS Initial _____

Licensee Initial _____



9.1. This Licence shall be effective upon full execution of this Agreement and shall expire on December 31, 200 If 3 months before licence expiration the Licensee requests, in writing, a licence extension, CHS may extend this Licence at its sole discretion, for an additional one year-period provided the Licensee has not been in breach of any terms and conditions of this Agreement.

9.2. This Agreement is only valid for the (Specific, number or year) edition of Products and CHS permission will be required for subsequent editions.

10. Notices and Communications

10.1. Any notice or other communication under this Agreement shall be in writing and shall be addressed, in the case of CHS, to:

Client Services
Canadian Hydrographic Service
Fisheries and Oceans Canada
615 Booth Street
Ottawa, Ontario, Canada K1A 0E6

Phone : (613) 995-4493
Fax : (613) 996-9053

and in the case of the Licensee, to:

Company:
Address:
Attention:

Phone:
Fax:

11. Termination

11.1. CHS may terminate this licence agreement for any reason whatsoever within its sole discretion upon xxx days written notice to the Licensee. If the case of no-fault termination, the Licensee shall not be required to pay royalties to CHS for sales made during the notice period.



11.2. CHS may terminate this license by notice to the Licensee if the Licensee breaches any terms or conditions of this Agreement and does not remedy any such breach within 60 days after being required, in writing, to do so by CHS. In the case of termination for cause, the Licensee shall be required to pay royalties to CHS for sales made during the notice period

11.3. The Licensee may terminate this License by written notice to CHS and this License shall be terminated forthwith.

11.4. Upon expiration or termination of this Agreement,

(a) the Licensee shall, within THIRTY (30) days of expiry or termination:

- i. pay CHS all outstanding royalty payments and provide CHS with all outstanding royalty reports, if any,
- ii. pay CHS royalty payments and provide CHS with royalty reports for the period starting as of the end of the last reporting period and ending at the date of expiry or termination
- iii. provide CHS with a report of unsold Product Inventory, on the basis of the most recent Sale Price, as of the date of expiry or termination;
- iv. pay royalties to CHS on the Licensee's unsold Product Inventory, calculated as if there had been a sale at the most recent Sale Price, return its unsold Product Inventory to CHS, provide CHS with the front covers of all unsold Product Inventory, or provide CHS with an affidavit sworn by a signing officer of the Licensee attesting to the complete destruction of all unsold Product Inventory.

(b) as of the date of expiry or termination, the Licensee's rights under this License shall terminate, except for the right to dispose of unsold Product Inventory as set out above.

12. GENERAL

12.1. No member of the House of Commons, and no former public-office holder who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code shall derive any benefits from this Agreement.

12.2. This Agreement shall be interpreted in accordance with the laws in force in the Province of Ontario.

12.3. This Agreement is drawn up in English at the request of the licensed Party; cette entente fut rédigée en anglais à la demande du Concessionnaire.

12.4. The preceding terms and conditions constitute the entire agreement between the Parties, and supersede any prior agreements or communications of any kind.



12.5. Any and all schedules executed by the parties, referred to herein and attached hereto are hereby incorporated into and made a part hereof.

IN WITNESS WHEREOF CHS and the Licensee have executed this Agreement through their duly authorized representatives.

CANADIAN HYDROGRAPHIC SERVICE

Per: _____ Name: _____

Date: _____ Title _____

LICENSEE

Per: _____ Name: _____

Date: _____ Title: _____

CHS Initial _____

Licensee Initial _____