

**DEPARTMENT OF NATURAL RESOURCES
GEOMATICS CANADA**

**LICENCE AGREEMENT
FOR THE USE OF CANAC ETMS BULLETIN**

THIS AGREEMENT is made in duplicate

BETWEEN:

The **DEPARTMENT OF NATURAL RESOURCES**, represented by the Minister of Natural Resources ("NRCan"), acting through Geomatics Canada.

AND:

NAV CANADA, a corporation incorporated under the provisions of Part II of the *Canada Corporation Act* (Canada) ("NAVCAN").

WHEREAS NRCan is the administrator of the proprietary rights in the CANAC ETMS Bulletin described in Annex "A" and delivered with this Licence Agreement;

WHEREAS NAVCAN wishes to use the CANAC ETMS Bulletin;

AND WHEREAS NRCan is prepared to grant to NAVCAN the right to use the CANAC ETMS Bulletin for NAVCAN's own use subject to the terms and conditions hereinafter set forth;

NOW, THEREFORE, NRCan and NAVCAN for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, covenant and agree as follows:

1. NAVCAN acknowledges that the CANAC ETMS Bulletin is protected under the *Copyright Act* of Canada.
2. The CANAC ETMS Bulletin is licensed, not sold, to NAVCAN for use subject to the terms and conditions of this Licence Agreement. NAVCAN owns the medium on which the CANAC ETMS Bulletin is recorded, but Canada retains all ownership interests in the CANAC ETMS Bulletin.
3. The CANAC ETMS Bulletin is provided solely for use on the following systems:
 - a) Enhanced Traffic Management System (ETMS);
 - b) North Atlantic Traffic Advisory System (NATAS); and
 - c) Flight Plan Display and Conflict Analysis System (FPD/CA).
4. NAVCAN may distribute, through the United States Department of Transport, Volpe National Technical System Centre (Volpe), Cambridge, Massachusetts, to all ETMS sites worldwide, the graphics metafiles derived from the CANAC ETMS Bulletin.
5. NAVCAN is restricted to use the CANAC ETMS Bulletin, as a stand alone product, at the Altitude Reservations Unit (ARU) and the Technical Systems Centre (TSC) for the NATAS and FPD/CA Systems, with no further rights to reproduce or distribute the CANAC ETMS Bulletin.
6. NRCan will deliver the CANAC ETMS Bulletin to NAVCAN in accordance with the schedule described in Annex "B" of this Agreement. Each of the CANAC ETMS Bulletin data sets delivered to NAVCAN shall only be valid for the fifty six (56) day cycle commencing on the effective date specified in Annex "B", after

which time the CANAC ETMS Bulletin data sets shall no longer be valid. NAVCAN shall ensure that all superseded copies of the CANAC ETMS Bulletin data sets, including those contained in the metafiles derived components, are destroyed.

7. NRCan will deliver the CANAC ETMS Bulletin data set in a format in accordance with NAVCAN requirements. NRCan will, as required by NAVCAN, apply any modifications to the data format during the term of this agreement.
8. NAVCAN may make one (1) copy of CANAC ETMS Bulletin for the purpose of backup only, which copy may not be used except in the event that the primary copy is damaged, destroyed or lost. NAVCAN shall reproduce on the backup copy the copyright notice appearing on the disk(s) or tape(s) on which CANAC ETMS Bulletin is recorded.
9. Except as provided in Articles 4 and 5 above, NAVCAN shall not duplicate or reproduce the CANAC ETMS Bulletin, in whole or in part, in any form or format whatsoever without the prior written consent of NRCan.
10. Except as provided in Articles 4 and 5 above, NAVCAN shall not sell, loan, lease, distribute, transfer or sublicense the CANAC ETMS Bulletin or otherwise assign any rights under this Licence Agreement to any third party without the prior written consent of NRCan. Once such written approval is given by NRCan, NAVCAN may enter into agreements, in writing, with third parties for the reasons stated in Article 3 above, provided that these agreements require that third parties comply with the terms and conditions of this Licence Agreement.
11. NRCan and NAVCAN will use their best efforts to meet the deadlines and commitments in this agreement. In case of delays or problems, each party will keep the other informed in order to coordinate and facilitate corrective actions.
12. The CANAC ETMS Bulletin is provided on an "as is" basis and NRCan makes no guarantees, representations or warranties respecting the CANAC ETMS Bulletin, either expressed or implied, arising by law or otherwise, including but not limited to, effectiveness, completeness, accuracy or fitness for a particular purpose.
13. NRCan shall not be liable in respect of any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action alleging any loss, injury or damages, direct or indirect, which may result from NAVCAN's use or possession of the CANAC ETMS Bulletin. NRCan shall not be liable in any way for loss of revenue or contracts, or any other consequential loss of any kind resulting from NAVCAN's use or possession of the CANAC ETMS Bulletin.
14. NAVCAN shall indemnify and save harmless NRCan and the Minister of Natural Resources from and against any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action, alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of NAVCAN's use or possession of the CANAC ETMS Bulletin.
15. This Licence Agreement shall be interpreted in accordance with the laws in force in the Province of Ontario, Canada.

16. Where in this agreement any notice is to be given to the other party, it shall be in writing and sent by registered mail, by telegram, by telex, by facsimile or delivered in person, addressed as follows:

to the NRCan:

Department of Natural Resources
Geomatics Canada
615 Booth Street, 5th Floor
Ottawa, Ontario
K1A 0E9

Attention: Licensing Officer
Business Development

Telephone No.: (613) 996-6171
Facsimile No.: (613) 995-8737

to NAVCAN:

NAV CANADA
77 Metcalfe Street
Room 1125
Ottawa, Ontario
K1P 5L6

Attention: Sid Koslow
Director
ANS Architecture and Development

Telephone No.: (613) 563-7392
Facsimile No.: (613) 563-3436

and any notice shall be effective if sent by registered mail, when the postal receipt is acknowledged by the other party; by telegram, when transmitted by the carrier; by telex or facsimile, when transmitted and receipt is confirmed; and by messenger or specialized courier agency, when delivered.

17. This LICENCE AGREEMENT has been executed on behalf of the Department of Natural Resources, acting through and represented by the Minister of Natural Resources, by the duly authorized signing officer of the Minister, and has been executed on behalf of NAV CANADA by the signature of its duly authorized signing officer.

DEPARTMENT OF NATURAL RESOURCES

Date: 97/07/10

Per: _____
Paul LaRose
Director
Aeronautical and Technical Services
Geomatics Canada

NAV CANADA

Date: 97/06/22

Per: _____
Sid Koslow
Director
ANS Architecture and Development

ANNEX "A"

LICENCE AGREEMENT
FOR THE USE OF CANAC ETMS BULLETIN

Description of CANAC ETMS Bulletin:

The CANAC ETMS Bulletin contains aeronautical information from the CANAC data base and consists of eighteen (18) individual files with the following entities and attributes.

	<u>Entity</u>	<u>File Name</u>	<u>Attributes</u>
1	Airports	airport.dat	identification, latitude, longitude
2	Nav aids	navaid.dat	identification, latitude, longitude, magnetic variation, navaid type
3	Waypoints	fixes.dat	identification, latitude, longitude
4	Airways (High Level)	jet.dat	sequence number, magnetic variation, latitude, longitude, identification of fix or navaid, route identification
5	Airways (High Level)	jet_asd.dat	sequence number, magnetic variation, latitude, longitude, identification of fix or navaid, route identification
6	Airways (Low Level)	vic.dat	sequence number, magnetic variation, latitude, longitude, identification of fix or navaid, route identification
7	Airways (Low Level)	vic_asd.dat	sequence number, magnetic variation, latitude, longitude, identification of fix or navaid, route identification
8	Airways (RNAV)	rnav.dat	sequence number, magnetic variation, latitude, longitude, identification of fix or navaid, route identification
9	Airways (RNAV)	rnav_asd.dat	sequence number, magnetic variation, latitude, longitude, identification of fix or navaid, route identification
10	Airways (Tracks)	track.dat	sequence number, magnetic variation, latitude, longitude, identification of fix or navaid, route identification
11	Airways (North American routes)	nar.dat	sequence number, magnetic variation, latitude, longitude, identification of fix or navaid, route identification
12	Airways (North American routes)	nar_asd.dat	sequence number, magnetic variation, latitude, longitude, identification of fix or navaid, route identification
13	Runways	rwy.dat	identification, runway length, runway width, start latitude, start longitude, end latitude, end longitude
14	FIR (Moncton combined)	fir.dat	area name, latitude, longitude
15	FIR (Moncton N & S)	natas.dat	area name, latitude, longitude
16	CYA Alert Areas	alert.dat	area name, latitude, longitude
17	CYR Restricted Areas	restrict.dat	area name, latitude, longitude
18	Terminal Control Areas	tca.dat	area name, latitude, longitude

ANNEX "B"

LICENCE AGREEMENT
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CANAC ETMS Bulletin - Delivery Schedule

<u>Issue No.</u>	<u>Delivery Date</u>	<u>Effective Date</u>
13	March 6, 1997	March 27, 1997
14	May 1, 1997	May 22, 1997
15	June 26, 1997	July 17, 1997
16	August 21, 1997	September 11, 1997
17	October 16, 1997	November 6, 1997
18	December 11, 1997	January 1, 1998

COMPENSATION SCHEDULE

CANAC ETMS BULLETIN

Under the terms and conditions specified in a separate Licence Agreement, The Department of Natural Resources through Geomatics Canada, offers to provide the Technical Service Branch (NAVCAN) of NAV CANADA the following data set know as the CANAC ETMS Bulletin. In consideration of the preparation, customization, delivery, and assistance in understanding and interpretation of six (6) issues of the CANAC ETMS Bulletin, NAV CANADA will pay to The Department of Natural Resources the sum of thirty seven thousand dollars (\$37,000), payable to the Receiver General for Canada in Canadian funds.

	<u>Entity</u>	<u>File Name</u>	<u>Attributes</u>
1	Airports	airport.dat	identification, latitude, longitude
2	Nav aids	navaid.dat	identification, latitude, longitude, magnetic variation, navaid type
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7	Airways (Low Level)	vic_asd.dat	sequence number, magnetic variation, latitude, longitude, identification of fix or navaid, route identification
8	Airways (RNAV)	mav.dat	sequence number, magnetic variation, latitude, longitude, identification of fix or navaid, route identification
9	Airways (RNAV)	mav_asd.dat	sequence number, magnetic variation, latitude, longitude, identification of fix or navaid, route identification
10	Airways (Tracks)	track.dat	sequence number, magnetic variation, latitude, longitude, identification of fix or navaid, route identification
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13	Runways	rwy.dat	identification, runway length, runway width, start latitude, start longitude, end latitude, end longitude
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15	FIR (Moncton N & S)	natas.dat	area name, latitude, longitude
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