

**LAND INFORMATION SERVICES DIVISION
TRAINING MATERIALS USE AGREEMENT**

This agreement is dated for reference the ____ day of _____, 200

**BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA**, represented by the **Minister of Sustainable
Resource Management**

(the "Province")

AND: _____

(the"Company")

WHEREAS:

- A.** The Province is carrying out a multifaceted inventory throughout the Province of its natural renewable resources;
- B.** In order to provide for quality control and consistency in the data collection and analyses involved in the inventory, the provincial Resources and Information Standards Committee (RISC) has developed standards, procedures, specifications and methodology for the various aspects of the inventory (the "Products");
- C.** The Contractor wishes to conduct training courses (for profit) to qualify individuals for employment in the inventory initiative;
- D.** The Province is prepared to grant a Certificate of Competency for those who successfully complete courses conducted by the Contractor provided that the Contractor uses the appropriate Products as the basis for the Contractor's courses;

ACCORDINGLY, the Province and the Contractor agree as follows:

- 1. The Contractor shall conduct the training courses listed in Schedule "A".
- 2. The Administrative particulars of each course shall be as set out in Schedule "B".

3. The curriculum for each course shall be as outlined in Schedule "C".

4. With respect to each training course as listed in Schedule "A", the Province hereby grants to the Contractor, on the following terms and conditions, a non-exclusive licence to use the Products designated for the course on Schedule "C":
 - (a) the term of each licence shall be for the term of the course as set out in Schedule "B";
 - (b) the Contractor shall not assign a license or allow an employee or subcontractor to exercise any rights granted under the licence without prior written approval from the Province;
 - (c) the Contractor shall use the Products licensed herein only for the purpose of delivering the training course for which they are designated.

5. The Contractor acknowledges the following:
 - (a) The Province has full right and title to the Products, including (but not necessarily limited to) ownership and copyright, and nothing in this agreement, except as specifically provided for otherwise, shall be deemed to be a derogation from that full right and title.
 - (b) The Province retains the right to license to others the Products licensed herein to the Contractor;.
 - (c) The Province may register its copyright in the Products under the Copyright Act, but failure to do so does not constitute a waiver of its copyright;

6. The Contractor is authorized to copy the Products designated for each course (or any part or parts of the Products) for the purpose of providing copies to students in that course, provided as follows:
 - (a) No more than the number of copies necessary to deliver the course shall be made.
 - (b) Copies shall not be sold to the students (or to anyone);
 - (c) Each student who receives a copy shall receive with the copy a written statement, in clear, bold, large type in a conspicuous place, that copyright in the Products belongs to the Province, that their receipt of a

copy has been specifically authorized by the Province, that their receipt does not waive that copyright, and that they are to make no copies without the prior express written consent of the Province.

- 7.** Use of the Products is subject to the following:
 - (a) They are each provided “as is” without warranty or representation of any kind, either expressed or implied, including, but not limited to any implied warranties of fitness for a particular purpose;
 - (b) The Province shall not be liable to the Contractor for any damages, (including, without limitation, incidental and consequential damages and damages for lost time, data, profits or revenue) arising from the use of, or inability to use, the Products, even if the Province has been advised of the possibility of such damages.
 - (c) Neither party shall make any representation or warranty concerning the Products on behalf of the other party;

- 8.** After the completion of each training course, the Province shall issue a Certificate of Competency to each student in the course provided that the following conditions are or have been met:
 - (a) The Contractor has delivered the course pursuant to the provisions of Schedules “B” (Administrative Particulars) and “C” (Curricula); and
 - (b) The student has attended classes in the course regularly, has satisfactorily carried out the requirements of the course, and has performed satisfactorily on assignments and exams;

- 9.** The Province reserves the right, at its discretion, at any time or times, to make its own enquiries and investigations as to whether or not the requirements in section 8 have been met, and the Contractor agrees to cooperate fully with the Province in the event any such enquiries or investigations are made and agrees to provide the Province with any information or documents which the Province reasonable requires.

- 10.** The following miscellaneous provisions shall apply to this agreement:
 - (a) Contact information for the Parties is as follows:

(i) for the Province:

(ii) for the Contractor:

(b) This agreement shall be interpreted under the laws of the Province of British Columbia.

(c) If any provision of this agreement or the application hereof to any person or circumstance shall be invalid or unenforceable, and if that provision is not essential to the purposes of this agreement such that its severance would frustrate this agreement, then the remainder of this agreement shall not be affected thereby, and each remaining provision shall be valid and enforced as written.

(d) This agreement contains the entire agreement between the parties;

(e) No partnership, joint venture or agency shall be deemed to have been created between the parties by this agreement.

(f) The waiver of a breach by one party of any provision of this agreement shall be effective only if it is in writing and signed by both parties, and the giving of such a waiver shall not be deemed to be a waiver of any subsequent breach of the same or any other provision of this agreement.

(g) No amendment or modification to this agreement shall become effective unless it is in writing and has been signed by both parties.

Signed on behalf of the Province:

Authorized Signatory

Signed by the Contractor:

Contractor or Authorized Signatory
of the Contractor