

**SITE LICENCE AGREEMENT  
FOR  
CHS DIGITAL NAUTICAL PRODUCTS  
("SLA")**

This CHS Site Licence Agreement no. \_\_\_\_\_ made in duplicate as of the  
\_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_ .

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA,**  
as represented by the Minister of the Department of Fisheries and Oceans,  
and acting through the Canadian Hydrographic Service,  
615 Booth Street, Ottawa, Ontario K1A 0E6  
**("the Crown")**

AND:

\_\_\_\_\_  
**("Site Licensee")**  
a company incorporated under the laws of the \_\_\_\_\_ (state or province),  
having head offices located at \_\_\_\_\_  
(street address, city, and state or province)

**WHEREAS** the Crown has the right and authority in Canada to produce nautical charts and other nautical publications for Canadian territorial waters, referred to herein as "CHS Digital Nautical Products", and is the owner, or licensee, of the intellectual property rights in and to the CHS Digital Nautical Products;

**AND WHEREAS** the Licensee wishes to acquire certain rights from the Canadian Hydrographic Service ("CHS") to use certain CHS Digital Nautical Products, in accordance with the terms and conditions herein contained;

**AND WHEREAS** the Crown wishes to grant to the Licensee certain rights to use CHS Digital Nautical Products, in accordance with the terms and conditions herein contained;

**AND WHEREAS** the parties hereto are desirous of entering into a Site Licence Agreement ("SLA") on the basis herein set forth,

**NOW THEREFORE**, the parties agree as follows:

## **1.0 DEFINITIONS**

"Backup" means one copy of the Product installed on a device owned by Site Licensee, as set out in clause 2.1(a)(ii) of this Agreement

"CHS Digital Nautical Product" or "Product" means the CHS digital nautical products listed in Schedule A to this Agreement, including any associated software, hardware, media, printed materials, or electronic documentation.

“Crown’s Data” means Data of which the Intellectual Property Rights rests with the Crown.

“Crown’s Licensed Intellectual Property” means Data where intellectual property licences have been conferred upon the Crown by third parties for the use of that Data.

“Data” means any expressed data, fixed in a form giving rise to Intellectual Property Rights.

“Intellectual Property Rights” means any and all intellectual property rights recognized by the law, including but not limited to intellectual property rights protected through legislation.

"Multiple Workstations and/or Multiple Employees" means the number of Licensee's workstations and employees listed in Schedule C to this Site License Agreement.

“Site Licensee” means the Site Licensee indicated above.

"SLA" means this Site Licence Agreement.

"Update" or "Product Update" means updates to the Product which may consist of a new chart, a new edition of a chart, or an electronic file, in CHS's sole discretion, as set out in clause 5.0 of this Agreement.

## **2.0 LICENCE GRANT**

2.1 In consideration of payment of royalties in accordance with Schedule B, and subject to this SLA, the Site Licensee is hereby granted a non-exclusive, non-assignable and non-transferable licence to use the CHS Digital Nautical Products set out in Schedule A in accordance with the terms and conditions set out below:

- (a) This licence is for the installation and use of the Product by the Site Licensee, and in particular for:

- (i) the number of workstations owned by the Site Licensee, for the number of persons employed by the Site Licensee, at the Site Licensee's locations, all as listed in Schedule C; plus
  - (ii) installation of one backup on one device owned by the Site Licensee.
- (b) The Site Licensee agrees not to, nor allow nor direct any person to:
  - (i) Disassemble, decompile or in any way attempt to reverse engineer software associated with the Product;
  - (ii) Extract, adapt or use any part of the Product to develop or derive any other product for distribution or commercial purposes or for the provision of any navigational information service without a separate licence from CHS to do so;
  - (iii) Copy, publish, communicate or redistribute the Product or any part of the Product, except as set out in clause 2.1(a) above; or
  - (iv) Sell, rent, lease, lend, sublicense or transfer to any other individual or organization the Product for any purpose whatsoever, except to the agent set out in Schedule C to this Licence for the purposes set out in Schedule C only.

2.2 The Site Licensee agrees to provide each user with a copy of the restrictions listed in clause 2.1(b) above.

2.3 The Site Licensee agrees that CHS has the right, on 5 days' notice, to enter any or all of the Site Licensee's locations listed in Schedule C in order to inspect the Licensee's premises, computer systems, workstations and devices, in order to:

- a) confirm the number of workstations owned by the Site Licensee which provide access to CHS Digital Nautical Products;
- b) confirm the number of persons employed by the Site Licensee with computer access to CHS Digital Nautical Products;
- c) confirm the number of backups of CHS Digital Nautical Products installed on the Site Licensee's devices; and
- d) confirm that the Site Licensee has put technical and procedural mechanisms in place to ensure that only those persons entitled by this Site Licence to have access to CHS Digital Nautical Products will be able to access them.

### **3.0 COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS**

3.1 All title and Intellectual Property Rights in and to the Product shall at all times remain the property of the Crown.

3.2 All title and Intellectual Property Rights in and to Data which is not the Crown's Data ("Crown's Licensed Intellectual Property") are the property of the respective content owners and may be protected by copyright, other intellectual property laws, common law or international treaties.

3.3 At any time while this agreement is in effect or after the expiry or termination of this Agreement, the Site Licensee agrees not to use or adopt any trade mark, trade name, trading style or commercial designation that includes or is similar to or may be mistaken for the whole or any part of any trade mark, official mark, logo or domain name used by CHS or the Crown, unless with the prior written consent of CHS.

3.4 This is a licence to use the Product as supplied, and is not a sale or assignment of any, or all, of the rights of the Crown thereto.

3.5 In the event the Site Licensee's intended use(s) of the Product falls outside the scope of this Agreement, the Site Licensee agrees to request written authorization from CHS, prior to such use.

#### **4.0 REPRESENTATIONS, WARRANTIES, INDEMNITIES**

4.1 The Crown does not make any representation or warranty of any kind with respect to the accuracy, usefulness, novelty, validity, scope, completeness or currency of the Product; and the Crown expressly disclaims any implied warranty of merchantability or fitness for a particular purpose of the Product.

4.2 The Crown does not ensure or warrant compatibility with past, current or future versions of operating systems to access the Product.

4.3 The Crown assumes no obligation or liability whatsoever for the provision of updates to the Product or the provision of notices in relation to the Product or for the failure to do so.

4.4 In no event shall the Crown or its employees, contractors or its agents be liable, whether by way of any suit or action or other, for any loss, liability, damage or cost that the Site Licensee may suffer or incur at any time, by reason of the Site Licensee's possession or use of the Product or arising out of the exercise of Site Licensee's rights under this Agreement.

4.5 The Site Licensee shall indemnify the Crown and its employees, contractors and agents from and against and be responsible for all claims whatsoever alleging loss, costs, including solicitor and client costs, expenses, damages or injuries including injuries resulting in death, actions, suits, or proceedings, by whomsoever made, brought, and prosecuted, in any manner arising out of the Site Licensee's possession or use of the Product or from the Site Licensee's exercise of its rights under this Agreement.

4.6 The Site Licensee's obligation to indemnify the Crown under this Agreement shall not affect or prejudice the Crown from exercising any other rights under law.

4.7 GPS Navigational Disclaimer. All Global Positioning System (GPS) receivers are subject to positional error, malfunction, and failure. Prudent mariners do not rely on a single aid to navigation. Although every effort has been made to make CHS Digital Nautical Products as accurate as possible, the location of geographic features may not coincide with positions obtained when using GPS. Differences between charted information and present conditions may be caused by the level of accuracy of the original survey and natural or man-made changes since the date of survey.

4.8 Datum Shift Note. All chart data are produced with the appropriate NAD83 datum shifts applied. Therefore when viewing a chart referenced to a geodetic datum other than NAD83, the geographic grid or border location may not agree with the cursor or vessel's GPS position. To display a position correctly on the Digital Nautical Product, the geographic position provided by the Site Licensee's GPS receiver or computer system must be referenced to NAD83.

## **5.0 UPDATES TO THE PRODUCT**

5.1 The Products are produced once a year, and updates are issued from time to time during the year.

5.2 The Site Licensee is responsible for obtaining information about any necessary updates to the Site Licensee's Product, by monitoring the Notices to Mariners system at [www.notmar.ca](http://www.notmar.ca).

5.3 The Site Licensee is entitled to receive free updates from CHS to the end of the licence period. The updates may consist of a chart modified as a result of a Notice to Mariners, a new chart, or a new edition of a chart, in CHS's sole discretion.

5.4 For information on how to obtain updates for the Site Licensee's Product, see [www.charts.gc.ca](http://www.charts.gc.ca).

5.5 For safety reasons, outdated versions of the Products should NOT be used for navigational or any other purposes related to marine safety and security.

## **6.0 TERM**

6.1 This SLA is effective when signed by both parties, and shall remain in effect for one year, subject to clause 7.0 below.

## **7.0 TERMINATION**

7.1 This SLA may be terminated automatically and without notice, if the Site Licensee commits or permit a breach of any of the Site Licensee's covenants or obligations under this Agreement.

7.2 Upon the termination of the Agreement, for whatever reason:

- (a) Clauses 2.3, 4.4 and 4.5 shall survive;
- (b) The Site Licensee's rights under clause 2.0 shall immediately cease; and
- (c) The Site Licensee agrees to destroy all copies of the Product as well as any backup copies made thereof.

## **8.0 GENERAL**

8.1 This SLA shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the province in which the Product was purchased, and of Canada; or if the Product was purchased outside Canada, then by the laws of Ontario and of Canada.

8.2 If a dispute arises between the parties concerning this Agreement, the parties shall attempt to resolve the matter by negotiation, mediation or arbitration in accordance with the federal *Commercial Arbitration Act*.

8.3 Any notices or other communications to CHS under this SLA shall be in writing and shall be addressed to:

Canadian Hydrographic Service  
615 Booth St.  
Ottawa, ON K1A 0E6  
Fax 613-996-9053  
chsinfo@dfo-mpo.gc.ca

8.4 This SLA constitutes the entire agreement between the parties with respect to its subject matter. This SLA may only be amended in writing, signed by both parties, which expressly states the intention to amend this SLA.

## **9.0 ACKNOWLEDGEMENT AND AGREEMENT BY USE**

9.1 Any use whatsoever of this product shall constitute the Site Licensee's acknowledgement of and agreement to adhere to all of the terms and conditions herein.

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by the  
Minister of the Department of Fisheries and Oceans, and acting through the Canadian  
Hydrographic Service

by: \_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(printed name)  
\_\_\_\_\_  
(title)  
\_\_\_\_\_  
(date)

**SITE LICENSEE'S FULL NAME**

by: \_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(printed name)  
\_\_\_\_\_  
(title)  
\_\_\_\_\_  
(date)

## **SCHEDULE "A"**

### **DESCRIPTION OF CHS DIGITAL NAUTICAL PRODUCTS**

"CHS Digital Nautical Products" shall consist of the following:

- CHS Digital Chart Products, as available:
  - S-57 Electronic Navigational Charts ("ENCs")
  - Raster (BSB) Digital Chart Products
- CHS Digital Tide and Current Products, as available
- CHS Digital Sailing Directions Products, as available
- Updates of the foregoing, in CHS's sole discretion
- Other CHS Digital Products as may be provided from time to time, in CHS's sole discretion



## **SCHEDULE “B”**

### **ROYALTIES**

The Site Licensee shall pay to CHS a royalty at the following rates plus shipping and handling charges if applicable, and any applicable taxes:

- BSB Raster and S-57 ENC vector charts: an access royalty of \$25 per chart per year, per workstation/employee, subject to the discount indicated below;
- Digital Tide and Current Products and/or Data: an access royalty of \$50 per tide station per year, plus a surcharge access royalty for long-term predictions (past and future) of \$25 per tide station per year, per workstation/employee, subject to the discount indicated below;.
- Digital Sailing Directions Data and/or Products: an access royalty of \$50 per volume per year, per workstation/employee, subject to the discount indicated below;.
- Ocean Framework Data (subset of Natural Resource Maps): an access royalty of \$25 per map per year, per workstation/employee, subject to the discount indicated below;.
- Multibeam Data and/or Products: an access royalty of \$\_\_\_\_\_ per file per year, per workstation/employee, subject to the discount indicated below;.
- CHS Source Hydrographic/Field data: an access royalty of \$75 per sheet per year, per workstation/employee, subject to the discount indicated below;.

#### Site Licence Discount

2-5 workstations/employees	5%
6-10 workstations/employees	10%
11-20 workstations/employees	15%
20+ workstations/employees	20%

Royalties are due thirty (30) days following shipping to the Site Licensee.

Royalties shall be calculated and paid in Canadian currency.

CHS shall enclose an invoice with all shipments.

Payment of royalties shall be effected by means of a cheque payable to the **Receiver General for Canada**, and delivered to the following address:

Canadian Hydrographic Service  
615 Booth St.  
Ottawa, Ontario K1A 0E6  
Attn: Client Services

Payment shall clearly indicate the CHS Site Licensee Agreement number and invoice number(s).

Royalties which are payable but have not been paid by the due date, shall accrue interest from the moment they are due at the rate set out in the Interest and Administrative Charges Regulations, SOR/96-188 as amended from time to time.

If at any time, the Site Licensee is in default on the performance of any of its payment obligations under this Agreement, CHS shall be entitled, for so long as such default continues, to withhold delivery of any CHS Digital Nautical Products to the Site Licensee, notwithstanding that orders for CHS Digital Nautical Products have been accepted by CHS.

In the event of non-payment, CHS has the discretion to revoke the Site Licensee's licence or any renewal of the Site Licensee's licence, to require pre-payment prior to shipping, to repossess any copies of the CHS Digital Nautical Products for which payment has not been received by CHS, and to repossess any documentation, records or information relating thereto. For such purposes, CHS or any one or more of its agents or authorised representatives shall be entitled at any time and without notice to enter upon any premises in which the same are or are reasonably believed by CHS, to be kept, stored or used.

**SCHEDULE "C"**

**SITE LICENSEE APPLICATION FORM - CONFIDENTIAL WHEN COMPLETED**

**Application to enter into a CHS Site Licence Agreement**

Please fill out the application for a CHS Site Licence Agreement. This application will allow the CHS to better assess your request and determine the conditions by which a licence may be granted. Additional information may be required at a later date.

<b>CANADIAN HYDROGRAPHIC SERVICE SITE LICENCE APPLICATION</b>		
This application is a: Renewal: _____ New: _____		
Name of applicant: _____		
Title: _____		
Number of workstations applied for: _____		
Number of employees applied for: _____		
List of locations applied for: _____ _____		
Name of contact (if other than applicant): _____		
Business name: _____		
Business address		
Street: _____	P.O. Box: _____	
City: _____	Province / State: _____	Postal Code: _____
Telephone number: (_____) _____		
Fax: (_____) _____		

Email: \_\_\_\_\_

Web: \_\_\_\_\_

Mailing address (if different from business address):

\_\_\_\_\_  
\_\_\_\_\_

Applicant's signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **APPLICANT'S BUSINESS**

Date business established: \_\_\_\_\_

1. Type of business and intended use of CHS Digital Nautical Products: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Proprietorship: \_\_\_\_\_ Corporation: \_\_\_\_\_ Partnership: \_\_\_\_\_

2. Business hours: \_\_\_\_\_ Business days: \_\_\_\_\_

3. Please indicate the CHS Digital Nautical Products for which you require a licence, the number of workstations on which the Products will be installed, and the number of the Site Licensee's employees who will be using the Products:

CHS Digital Nautical Products:

\_\_\_\_\_  
\_\_\_\_\_

# of Workstations in Site Licensee organization: \_\_\_\_\_

# of Employees who will be using the Products: \_\_\_\_\_

**AGENT'S BUSINESS**

Date business established: \_\_\_\_\_

Legal Name: \_\_\_\_\_

Street Address of Head Office, including city, province/state, country and postal code:

\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Incorporated under the laws of:

Province/State: \_\_\_\_\_

Country: \_\_\_\_\_

Date of Incorporation: \_\_\_\_\_

Responsibilities of/Services to be Provided by Agent under this Site Licence Agreement:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR OFFICE USE ONLY**

CALCULATION OF ROYALTY RATE:

# of <u>Workstations</u>	<u>Discount</u>	<u>Data Product(s)</u>	<u>Total</u>
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Date: \_\_\_\_\_

Return to: Canadian Hydrographic Service,  
615 Booth Street, Room 322, Ottawa, ON K1A 0E6  
Attn: Client Services