



Government of Prince Edward Island  
PO Box 2000, Charlottetown, PE C1A 7N8

License No.: \_\_\_\_\_

**LICENSE AGREEMENT FOR GIS DATA**

\_\_\_\_\_ (“Licensee”) hereby acknowledges, accepts and agrees, and the Province of Prince Edward Island (“P.E.I.”) hereby grants to the Licensee a license hereinafter attached to this Agreement and titled, “\_\_\_\_\_” (“Schedule “A””), to use the GIS related data (“Supplied Data”) on the following terms and conditions:

1. The Licensee acknowledges and agrees that all Supplied Data provided to the Licensee, regardless of the date of delivery, shall be subject to the terms and conditions stated in this Agreement.
2. All requests for Supplied Data shall quote the number of this Agreement.
3. The fees payable for Supplied Data shall be at the rates and payment schedule as may be set out in Schedule “A”.
4. Schedule “A” shall form part of this Agreement.
5. The Licensee is granted a non-transferable and non-exclusive license to use the Supplied Data pursuant to the terms of this Agreement and for the duration of the term set out in Schedule “A”.
6. The Licensee shall use the Supplied Data only for the Licensee's own internal purposes, described more particularly in Schedule “A”, and also in accordance with this Agreement. The Licensee may share the Supplied Data with third parties if necessary for the reasonable use of the Supplied Data relating to the Licensee's own internal purposes. Before sharing or delivery of the Supplied Data to such third party, the Licensee shall first obtain a written undertaking in the form stated in Schedule “B” hereinafter attached to this Agreement (“Schedule “B””) from each such third party and, upon request, deliver a copy of same to P.E.I.; and in such event, Schedule “B” shall form part of this Agreement.
7. In view of the dated nature of the Supplied Data, the Licensee shall confirm with P.E.I. whether later versions of the Supplied Data are available before making use of the Licensee's copy of the Supplied Data.
8. Other than as may be permitted in clause 6 of this Agreement, redistribution of the Supplied Data by the Licensee in whole or in part and whether alone or as part of the value added product, shall only occur upon the prior written authorization of P.E.I..

9. The Licensee agrees that:
- (a) The Supplied Data and each part thereof, any formatting or presentation thereof, any storage thereof, any storage media on which it is provided, and any communication of any kind incidental or related thereto, is provided to the Licensee by P.E.I. without warranty, representation or condition as to the stated matters and as to any other matter, including but not limited to whether the Supplied Data and storage media is correct, accurate, or free from error, defect, danger or hazard, and to whether the Supplied Data is otherwise useful, suitable or fit for any use or purpose the Licensee may make of it.
  - (b) The Supplied Data, any related communication and any storage media are provided without liability to P.E.I. or to the Crown, or to their respective directors, officers, employees and agents, for loss of any kind that the Licensee may sustain for any reason.
10. The Licensee hereby releases, discharges, indemnifies and holds harmless P.E.I. and the Crown, and their respective directors, officers, employees and agents, from any and all claims, obligations, losses, actions, rights of action and damages (damages that are direct, indirect, consequential or otherwise), including same arising from negligence or omission on the part of P.E.I. or the Crown, or their respective directors, officers, employees and agents, and including (but not limited to) in connection with the preparation of, or provision to or use by the Licensee of the Supplied Data or any storage media and also in connection with any other dealing, activity or occurrence in respect of the Supplied Data or storage media.
11. All hard copy or electronically delivered maps provided to the Licensee by P.E.I. shall have a disclaimer and Waiver of Liability highlighted thereon, and such disclaimer and Waiver of Liability shall operate in addition to, not in substitution for, all disclaimers and waivers of liability stated in this Agreement.
12. P.E.I. has, and shall continue to have, the absolute right, privilege and entitlement to make any use, any disclosure to any person, any application or retention, and any other handling of or dealing with the Supplied Data as P.E.I. sees fit and in any format and storage media as P.E.I. sees fit, and nothing in or arising from this Agreement shall in any way limit, restrict or impinge upon the rights, privileges and entitlements of P.E.I..
13. Nothing in this Agreement shall reduce, diminish or terminate the ownership of or copyright in the Supplied Data and in the storage media, or in its compilation or arrangement in P.E.I., and in any of P.E.I.'s analyses, programs, systems, software and formatting in the Supplied Data or the storage media.
14. This Agreement shall not be assigned in whole or in part by the Licensee or by operation of law without the prior written consent of P.E.I..
15. A facsimile signature shall be as effective as an original signature. P.E.I. may assign and notate its rights and obligations under this Agreement to a third party without the consent of the Licensee.

16. This Agreement shall terminate:
  - (a) On seven (7) days notice by P.E.I. to the Licensee for failure by the Licensee to pay any fees pursuant to this Agreement.
  - (b) On thirty (30) days notice by P.E.I. to the Licensee for breach of this Agreement not remedied within the thirty (30) day notice period.
17. Upon termination or expiry of this Agreement and on P.E.I.'s written request, all Supplied Data shall be returned to P.E.I..
18. For marketing purposes, P.E.I. may publish the name of the Licensee as a licensed user of the Supplied Data.
19. This Agreement shall apply only to projects set out in Schedule "A".
20. P.E.I. has the right to restrict delivery of the Supplied Data. P.E.I. has the right to require the Licensee to enter into a different licensing agreement for projects deemed by P.E.I. not set out in Schedule "A".
21. The Licensee shall notify P.E.I. of any errors or defects found in the Supplied Data.
22. This Agreement shall be governed by the laws of P.E.I. and the laws of the Country of Canada as they may be applicable.
23. If any dispute arises between the parties to this Agreement concerning the construction, effect or interpretation of this Agreement, then every such dispute shall be referred to a single arbitrator selected by the parties to this Agreement. In the event that the parties cannot agree on a person as a single arbitrator, a sole arbitrator shall be appointed in accordance with the provisions of the Arbitration Act, R.S.P.E.I. 1988, Cap A-16, as amended. The arbitrator shall render an award or determination within ten days, and any award or determination made by the arbitrator shall be binding upon the parties, their heirs, executors, administrators and assigns. The costs of the arbitration, excluding any party's legal fees and disbursements, shall, unless otherwise ordered by the arbitrator be borne equally by the parties
24. This Agreement may be executed and delivered in counterparts, each of which when so executed and delivered shall be deemed to be an original and together shall constitute one and the same Agreement. Transmission by facsimile shall be an accepted mode of delivery of such counterparts to the other Party.
25. If any part of this Agreement is determined by a court of competent jurisdiction to be illegal or invalid for any reason whatever, then such part shall be severed from this Agreement; and the validity of the remainder of this Agreement shall be unaffected.
26. Clauses 6, 8, 9, 10, 11, 12, 13, 14, 17, 18, 22, 23 and 25 shall survive the termination of this Agreement.

Government of Prince Edward Island

\_\_\_\_\_  
(Licensee Name or Corporation)

Per: \_\_\_\_\_  
(Authorized Officer)

Per: \_\_\_\_\_  
(Authorized Officer)

Print Name of Signatory:  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_