



Data License Agreement (Quote No. – **YYYY-###**)

THIS AGREEMENT dated the <1st> day of <January> 20<14>

BETWEEN

<Business Inc., 1 Business St., Business City, Business Postal Code> (“Licensee”)

AND

City of Kingston

WHEREAS City of Kingston is the owner of digital files containing geographic information covering the City of Kingston (hereinafter the "Kingston Geographic Database");

AND WHEREAS City of Kingston has agreed to grant a non-exclusive license to <Business Inc.> subject to the terms and conditions of this Agreement;

NOW THEREFORE City of Kingston and the Licensee covenant and agree as follows:

1. Grant of License

The City of Kingston hereby grants to the Licensee a non-transferable, non-exclusive license to use the following extract of the Kingston Geographic Database: <GIS Datasets, Aerial Photos, LiDAR, etc.> (hereinafter called the “Licensed Database”) royalty-free with respect to the specific needs of the <Business Project> project, commencing on execution of this license by all parties and expiring on completion of the project, subject to earlier termination.

2. Fee Payable

The Licensee shall pay to the City of Kingston a fee of <\$0.00> for the granting of the license hereunder. The licensee shall pay the fee to the City of Kingston within thirty (30) days of receiving an invoice therefore.

3. Restricted Use

i) The Licensee is authorised to use the Licensed Database solely for its own internal operation with respect to the specific needs of <Business Project>. Any use of the Licensed Database or any authorised copying or reproduction thereof must include a copyright notice stating that the Licensed Database and the material contained therein is owned by City of Kingston. Where the Licensed Database, or portion thereof, is used in



combination with other data to produce derived works for distribution to individuals, associations and corporations, it must be provided in a non-digital format. Any third party requiring access to the Licensed Database for the purpose of producing such derived works must execute an agreement with the City of Kingston prior to being given access to the Licensed Database.

ii) The Licensee further acknowledges that any zoning and official plan datasets provided electronically are unofficial versions known as office consolidations dated <Date>. Licensees acknowledge that, for accurate reference, the original planning documents and amendments must be consulted at 1211 John Counter Blvd. In any situation where the printed map or by-law document differs from the electronic version provided, the official printed publications take precedence.

iii) The Licensee acknowledges that all Licensed Databases are the property of City of Kingston and that the only rights, which the Licensee obtains to the Licensed Database, is the right of use in accordance with the terms of this License. The City of Kingston does not warrant the accuracy of any Licensed Databases and accepts no responsibility for any damages suffered by any person as a result of decisions made - or actions based - on reliance on this information.

4. No transfer

Any attempt by the Licensee to sublicense, assign or transfer any of the rights, duties or obligations hereunder is void. The Licensed Database and any works derived there from shall not be sold or distributed to third parties in any manner by the Licensee.

5. No warranty

City of Kingston shall not be obliged to update the files or the Licensed Database or to make any changes thereto at the request of the Licensee. City of Kingston makes no warranties, either expressed or implied, as to any matter, including without limitation, the condition, quality or freedom from error of the Licensed Database or its fitness for any particular purpose. The granting of rights to any new edition of the Licensed Database will be subject to a new agreement between the parties.

6. Indemnity

The Licensee indemnifies and saves harmless City of Kingston from any claim by a third party and for any losses, costs and damages arising out of or related to the Licensee's use of the Licensed Database.

7. Default

If the Licensee fails to comply with any of the terms or conditions of this Agreement, City of Kingston may terminate this Agreement and all rights of the Licensee created hereunder.

8. Effects of termination

Upon the termination of this Agreement for whatever cause, all rights and privileges granted to the Licensee hereunder will immediately terminate and the Licensee shall immediately return to City of Kingston, or destroy, the Licensed Database and all related copies and materials. City of Kingston reserves the right to require proof from the Licensee of the destruction of the Licensed Database and related copies and materials.



9. Governing Law

This Agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable therein. The Licensee acknowledges that the data provided under this license is governed by the Provincial *Municipal Freedom of Information and Protection of Privacy Act* and the Federal *Personal Information Protection and Electronic Documents Act* and shall take all steps to protect the data as required by such legislation.

10. Enurement

This Agreement is binding upon and enures to the benefit of the parties and their respective successors and permitted assigns.

11. Notices

Any notice, instruction or other communication required or permitted to be given to any party pursuant to this Agreement must be in writing and will be deemed to have been sufficiently given if delivered personally or sent by pre-paid registered mail or by facsimile to the corresponding address show below:

If to the Licensee:

<Business Inc.>
<1 Business St.>
<Business City>
<Business Postal Code>

If to City of Kingston :

Manager, Information Systems & Technology, GIS Services
City of Kingston
Information Systems Division
216 Ontario St.
Kingston, ON
K7L 2Z3

or to such other address as any party may from time to time notify the others in accordance with this section.

Any such communication will be deemed to have been received and delivered on the date of delivering, if delivered, or on the fifth business day after mailing thereof, if sent by pre-paid registered mail, or on the date of transmission, if sent by facsimile.



IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written above.

(signature)

Name: Phil Healey

Title: Manager, Geographic Information Services

Date:

City of Kingston

(signature)

Name: _____

Title: _____

Date: _____