

Licence

Between

His Majesty the King in Right of Canada, as represented by the Minister of Fisheries and Oceans, minister responsible for the Canadian Hydrographic Service ("CHS")

And

The "User", being the person or company who executes this Licence online or otherwise accesses and/or uses the data

(Collectively the "Parties")

Regarding the acquisition, access and use of CHS data (the "Data").

WHEREAS CHS collects data and organizes it in a format that gives rise to copyright that is owned and administered by CHS;

WHEREAS CHS may grant a licence specific to the use of the Data (this "Licence");

WHEREAS the Data is not intended to be used for navigation;

WHEREAS the Data is not intended to be used in the purpose of producing derivative products for commercial purposes, sale or profit under any form;

AND WHEREAS CHS wishes to grant the User permission to use the Data under the terms set out in this Licence,

CHS AND THE USER AGREE TO THE FOLLOWING:

1. This is a non-exclusive licence between the Parties for the access and use of the CHS Data delivered via the CHS website.
2. The copyright of CHS in the Data, and any permissions granted to CHS, remain the property of CHS and shall not be sold, licensed, leased, assigned or given to a third party.
3. The Data shall not be used in the purpose of producing derivative products for commercial purposes, for sale or profit under any form whatsoever.
4. The Data shall not be used for navigation. The User acknowledges that the Data does not meet the requirements of the *Navigation Safety Regulations, 2020* under the *Canada Shipping Act, 2001* nor will any product created by the User from the Data.
5. The User accesses and uses the Data or CHS website at their own risk. CHS does not warrant or represent that the Data or CHS website will meet User technical requirements. It is the responsibility of the User to ensure that the software and technologies employed by the User are compatible with the Data and CHS website.
6. CHS shall not provide any technical support to the User.
7. The User shall monitor the CHS Website for important information and notices relevant to this Licence including its termination.

8. Where the User creates a derivative product from the Data, the User shall include the following notice in a prominent location on such derivative product:

"This product was made by [*insert User's name or corporate name*] and contains intellectual property of the Canadian Hydrographic Service (CHS) of the Department of Fisheries and Oceans.

This product does not meet the requirements of the *Navigation Safety Regulations, 2020* under the *Canada Shipping Act, 2001*. Charts and publications issued by or on the authority of CHS must be used to meet the requirements of those regulations.

The copyright in the data are and remain the property of His Majesty the King in Right of Canada and shall not be sold, licensed, leased, assigned or given to a third party.

The incorporation of CHS data in this product does not constitute an endorsement or an approval of this product by the Canadian Hydrographic Service, the Department of Fisheries and Oceans or His Majesty the King in Right of Canada."

9. The User acknowledges that when the Data is further defined by metadata, it is the responsibility of the User to read and account for this metadata.

10. The User acknowledges that the Data reflects the conditions observed at the time of collection, and that these conditions may change.

11. The User shall have no recourse and no claim whatsoever against CHS or any of its ministers, public servants and agents whether by way of any suit or action or other, for any loss, liability, damage or cost that the User may suffer or incur at any time, by reason of the User's possession, transformation and/or use of the Data.

12. The Crown shall not be liable to the User or to any other party in any way whatsoever for destruction, damage, delay or any other matters of any nature whatsoever arising out of power outages, computer failure, war, rebellion, civil commotion, strikes, lock-outs, industrial disputes, fire explosion, earthquake, flood, drought, bad weather, or the unavailability of services or Data.

13. This Licence comes into effect on the date the User confirms acceptance by clicking "I Agree" or otherwise accesses or uses the Data and remains in effect until the date it is terminated unilaterally by CHS through a public notice posted on the CHS website.

14. All restrictions on the use of the Data set out in this Licence survive termination.

15. The User shall destroy all copies of the Data in their possession within 15 days of termination of this Licence.

16. The Parties shall attempt to resolve any disputes regarding the interpretation or implementation of this Licence first by discussion, consultation, negotiation, and mediation, prior to filing any action in court.

17. The law applicable to this Licence is the law applicable in the Province of Ontario, Canada.