

**Direct User Licence Agreement  
("DULA")**

between

**Her Majesty the Queen in right of Canada,  
as represented by the Minister of Fisheries and Oceans,  
on behalf of the Canadian Hydrographic Service  
("CHS")**

and

---

*name of the organisation*

(the "Recipient ")

**incorporated under the laws of the province/state of \_\_\_\_\_ located at**

---

*street address, city, province, postal code*

regarding

**Provision of CHS Digital Source Data Files and/or Digital Charts  
which are not being further distributed**

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

**CHS Licence #:** 2010-793

1. This is an Agreement between CHS and the Recipient regarding provision by CHS of CHS digital source data files (the "Data Files") and/or CHS digital charts (the "Charts") to the Recipient.
2. The Recipient acknowledges requesting the Data Files and/or Charts, identified as

**Detailed bathymetric data sets for S-100 format testing produced for electronic  
navigation trials**

for the following purpose(s):

**To test and experiment with the "Draft Product Specification towards a Profile of the  
S-100 Standard for Bathymetry" proposed by CHS in an electronic navigation  
development project.**

3. The Recipient agrees to the following terms and conditions governing the use of the Data Files and/or Charts:
  - a. The copyright in the Data Files and Charts is the property of Her Majesty the Queen in right of Canada, as represented by the Minister of Fisheries and Oceans, on behalf of the Canadian Hydrographic Service, and may **not** be sold, licensed, leased, assigned or given to a third party.
  - b. The Recipient agrees to acknowledge CHS as the copyright holder of the Data Files and Charts in any file, product or publication which is derived from or includes information from the Data Files and Charts.
  - c. The Data Files and Charts may only be used or reproduced for:
    - (i) the purpose(s) set out in clause 2 above;
    - (ii) creation and installation of one backup on the Recipient's system of each Data File and/or Chart;

- (iii) sharing amongst employees of the Recipient for the purpose(s) set out in clause 2 above;
- (iv) posting of one Chart on the Internet, provided the posting is in raster format, displaying no more than 12 cm x 12 cm of that Chart, at a resolution of no more than 72 dpi.
- (v) The Recipient may not share the data and/or charts with contractors or other collaborators without prior written approval from CHS.
- (vi) The Recipient may not post CHS Data Files on the Internet.
- (vii) Any other use or reproduction requires prior written approval from CHS.

- d. The Data Files and Charts are **not** to be included in whole or in part in any commercial product, product offered for sale or product to be used for navigation, unless production of such product is a permitted purpose set out in clause 2 above, or unless CHS has provided prior written approval.
  - e. CHS reserves the right to require the Recipient to provide a copy of the file or product derived from the Data Files and/or Charts.
  - f. The Recipient acknowledges that the Data Files do not meet the chart carriage requirements of the Charts and Nautical Publications Regulations under the *Canada Shipping Act* nor will any files or products created by the Recipient from the Charts or Data.
  - g. CHS does not warrant or guarantee the accuracy, completeness or currency of the Data Files and/or Charts for any specific use. The Recipient acknowledges that the Data Files reflect the hydrographer's interpretation of conditions observed at the time of the survey, and that seabed, and lake and river bottom conditions change continuously.
  - h. The Recipient agrees to reimburse CHS in the amount of \$0 for the Data Files as the Data is provided for testing in the context of a development project and the Recipient will provide feedback to CHS on the experiment.
  - i. The Recipient agrees to ensure that there is adequate security in place to protect the Data Files and/or Charts from third party access, equal to the security the Recipient has in place to protect its own intellectual property.
4. This Agreement comes into effect on the date set out above, and remains in effect for **three years** unless terminated by mutual written consent, or by withdrawal of either party, by such party giving 60 days written notice to the other party. All restrictions on the use of the Data Files and Charts set out above shall survive termination. The Recipient agrees to destroy the data within 15 days of termination or expiry, and provide CHS with an affidavit swearing that all copies of the data have been destroyed within 30 days of termination or expiry.
5. This Agreement may be amended only with the mutual written consent of the parties.
6. The parties will attempt to resolve any disputes regarding the interpretation or implementation of this Agreement by consultation, negotiation, mediation or arbitration in accordance with the provisions of the *Commercial Arbitration Act R.S.C. 1985, c. 17 (2nd Suppl)* as amended from time to time, prior to taking any legal action to enforce this Agreement.

\_\_\_\_\_  
 Authorized Signature of Recipient

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Legal Name of Recipient

\_\_\_\_\_  
 E-mail

\_\_\_\_\_  
 Recommended by: CHS Regional Director

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature of Director General and  
 Dominion Hydrographer, CHS

\_\_\_\_\_  
 Date