

**MEMORANDUM OF UNDERSTANDING
("MOU")**

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

**The International Hydrographic Bureau
located at 4b quai Antoine 1er
B.P. 445
MC 98011 MONACO CEDEX
(the "Recipient")**

(collectively the "Participants")

regarding

**Provision of CHS Hard Copy/Digital Charts/Data
(Not for Further Distribution)**

1. This is a Memorandum of Understanding between the Canadian Hydrographic Service ("CHS") and the Recipient regarding provision of CHS analogue and/or digital Charts and/or Data (the "Charts and/or Data") to the Recipient, not for further distribution.
2. The Recipient acknowledges requesting the following:
 - a. CHS Paper Chart Numbers: _____
 - b. CHS Hard Copy Field Sheet Numbers: _____
 - c. CHS Digital Chart Numbers: All CHS Electronic Navigational Charts and updates. _____
 - d. CHS Digital File Numbers: _____
 - e. CHS custom data set: _____
3. The Recipient acknowledges requesting the Charts and/or Data for the following Purpose(s):

Internal reference purposes in respect of the programme of work of the International Hydrographic Organization. The ENC's and related updates will be furnished on CHS' behalf by PRIMAR (letter to PRIMAR attached). Files are not for further distribution.



Such Purpose(s) may not include further distribution. The full details of the proposed Purpose(s) set out in the attached application are incorporated into and form part of this MOU.

4. The Recipient agrees to the following terms and conditions governing the use of the Charts and/or Data:
- a. The copyright in the Charts and/or Data is the property of Her Majesty the Queen in right of Canada. The copyright is administered solely by CHS, and may not be sold, licensed, leased, assigned or given by the Recipient to a third party.
 - b. The Recipient agrees to acknowledge CHS as the source of the Charts and/or Data, and as the administrator of the copyright in the Data Files and Charts, in any file, product or publication which is derived from or includes information from the Charts and/or Data, as follows:

This product has been produced by the International Hydrographic Bureau based on Canadian Hydrographic Service charts and/or data, pursuant to CHS MOU No. 2014-0123-1260-I.

The incorporation of data sourced from CHS in this product shall not be construed as constituting an endorsement by CHS of this product name.

This product does not meet the requirements of the *Charts and Nautical Publications Regulations, 1995* under the *Canada Shipping Act, 2001*. Official charts and publications, corrected and up-to-date, must be used to meet the requirements of those regulations.

- c. The Charts and/or Data may only be used or reproduced for:
 - (i) the Purpose(s) set out in clause 3 above;
 - (ii) creation and installation of one backup on the Recipient's system of the Charts and/or Data;
 - (iii) sharing amongst employees of the Recipient for the Purpose(s) set out in clause 3 above. If the Recipient wishes to share the Charts and/or Data with contractors or collaborators, those persons will have to sign an MOU or Direct User Licence Agreement, as the case may be, with CHS; or
 - (iv) posting of one Charts and/or Data file on the Internet, provided the posting is in raster format, displaying no more than 12 cm x 12 cm of the Charts and/or Data, at a resolution of no more than 72 dpi. The Recipient may not post CHS Data files on the Internet.


Other than as specifically permitted pursuant to this MOU, the Recipient, and its consultants, affiliates and collaborators may not distribute, share or license the Charts and/or Data to/with any other parties, or post them on the Internet, without prior written approval from CHS;



- d. The Charts and/or Data will not 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 3 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, product or publication derived from the Charts and/or Data to CHS;
- f. The Recipient acknowledges that the Data files do not meet the chart carriage requirements of the *Charts and Nautical Publications Regulations, 1995* under the *Canada Shipping Act, 2001*, nor will any files, products or publications created by the Recipient from the Charts and/or Data;
- g. CHS does not warrant or guarantee the accuracy, completeness or currency of the Charts and/or Data for any specific use. The Recipient acknowledges that the Charts and/or Data 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 for incremental costs and any applicable taxes for the Charts and/or Data:
- | | | |
|--------------------|----|-----------------|
| Amount to be paid: | \$ | 0 |
| Method of payment: | | Not applicable. |
- i. The Recipient agrees to ensure that there is adequate security in place to protect the Charts and/or Data from third party access; and
- j. The Recipient will be provided with monthly updates for the digital Charts.
5. This MOU comes into effect on the date of the last signature below, and remains in effect until **23-Jan-2019** or terminated in accordance with clause 6 below.
6. This MOU may be terminated by mutual written consent, or by withdrawal of either Participant, by such Participant giving 60 days written notice to the other Participant. All restrictions on the use of the Charts and/or Data set out above shall survive termination. The Recipient agrees to destroy the Charts and/or Data within 15 days of termination or expiration of this MOU.
7. This MOU may be amended only with the mutual written consent of the Participants.



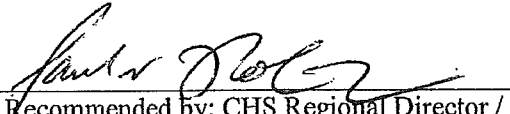
8. This MOU is not intended to be legally binding, and any disputes regarding the interpretation or implementation of this MOU will be resolved only by consultation between the Participants and will not be referred to a tribunal, court or any other third party for settlement.


Authorized Signature of Recipient

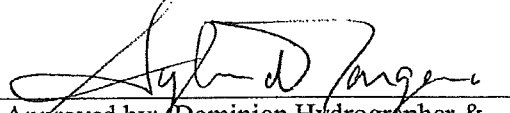
13 February 2014
Date (dd mmm, yyyy)

ROBERT WARD
Printed Name

pres@iho.int
E-mail contact


Recommended by: CHS Regional Director /
Manager, Intellectual Property & Licensing

27-Jan-2014
Date (dd mmm, yyyy)


Approved by: Dominion Hydrographer &
Director General
Canadian Hydrographic Service

Date (dd mmm, yyyy)

