

COPYRIGHT LICENCE FOR END USE OF GOVERNMENT GEOSCIENTIFIC INFORMATION

This licence constitutes an act of law and an agreement between you, the “Licensee”, and the Gouvernement du Québec, represented herein by the Minister of Natural Resources and Wildlife, the “MRNF”.

WHEREAS the MRNF, on behalf of the Gouvernement du Québec, holds copyright over the digital data contained in these files (the “Data”), that it manages the said copyright, and that it is authorized to grant all rights in relation thereto;

WHEREAS the MRNF is prepared to grant a licence to the Licensee, authorizing it to make internal use of the Data in accordance with the terms and conditions set out below;

THEREFORE, the MRNF and the Licensee agree as follows:

1. For the purposes of this licence, the following expressions and terms have the meanings shown:

- Intranet and extranet: private computer networks using Internet communication protocols and technologies.
- Internet: a public computer network using communication protocols for circulation.
- Defective file: A file that cannot be used due to a manufacturing defect.
- With no limit as to time: Use of the data for an unlimited period.

2. The Data are protected by the Copyright Act (R.S.C., 1985, c. C-42).

3. Under this licence, the MRNF grants to the Licensee, and the Licensee accepts, a non-exclusive, non-transferable licence to use the Data in accordance with the provisions set out below. The said licence is granted with no limit as to time, and with no limit as to territory.

The licence so granted is an end-user licence. It grants the Licensee the right to reproduce, adapt and communicate the Data to the public, by means of telecommunication on its intranet or extranet site, during the normal course of its business and in its professional business premises only.

A Licensee for which use of the Data takes place during the normal course of its business offers a consultation service to its clients at its business premises.

The Licensee may alter all or some of the Data by using them in combination with other Data or by converting them using any procedure whatsoever. The parties hereby agree that the MRNF remains the sole holder of copyright over the Data in their original and altered forms.

Any other use of the Data shall require written authorization from the MRNF.

4. The Data may be used solely by the Licensee. The Licensee is not authorized to sell, loan, give, trade or copy the Data in order to transmit them to a third party, unless the third party is acting on behalf of the Licensee as part of a specific mandate. In such a case the Licensee is responsible for ensuring that the party acting on its behalf uses the Data only for the purposes of the mandate. At the end of the mandate, the said party must return the Data to the Licensee or destroy all copies of the Data in its possession and certify in writing that the Data have been destroyed.

The dues payable for use of the Data are those set out in the price list on the following Internet sites:

- SIGEOM (<http://sigeom.mrnf.gouv.qc.ca>)
- Gestim (https://gestim.mines.gouv.qc.ca/MRN_GestimP_Presentation/ODM02101_login.aspx)

5. The Licensee hereby undertakes to apply the necessary security measures to protect the MRNF's rights, among other things by means of instructions or directives to employees and subcontractors having access to the Data within the limits of this licence.
6. The Licensee must mention the Gouvernement du Québec's copyright on every copy of all or part of the original version of the Data. This shall be done by including the following note: "© Gouvernement du Québec".
7. The MRNF undertakes to replace any defective files free of charge, as quickly as possible, on the following conditions:
 - The defect was identified within thirty (30) calendar days of the data on which the file was received.
 - The defect is attributable to the MRNF.
 - Only the original files as delivered are replaceable.
8. The foregoing is a limited warranty and constitutes the only warranty granted by the MRNF under the terms of this licence.
9. The MRNF cannot guarantee the accuracy of the Data and shall not be held liable for any conclusions drawn following the use of the Data. Other than in the case of intentional fault or gross negligence, the MRNF shall not be liable for any damage suffered by the Licensee or its employees, agents, representatives or subcontracts following the use of the data.
10. For the purposes of this licence, the MRNF reserves the right to carry out an investigation to check whether the Licensee has complied with the conditions for the use of the Data covered by this licence. The Licensee shall comply with every request made or measure imposed upon it by the MRNF if the MRNF observes that the Licensee has failed to comply with the conditions of use.
11. This licence is governed by the law applicable in Québec. In the case of a dispute, the courts of Québec, District of Québec City, shall have sole jurisdiction.
12. The MRNF reserves the right to terminate this licence:
 - if the Licensee, its managers or its employees contravene one of the provisions thereof;
 - if the Licensee ceases or temporarily suspends its operations, transfers or liquidates its property, files for bankruptcy or becomes insolvent.

If the licence is terminated, the Licensee must cease to use the Data and either return them to the MRNF or destroy them and certify in writing that they have been destroyed.

13. This licence is granted with no limit as to time and shall come into force on the day on which the Data are first used.

THE LICENSEE, BY USING THE DATA, CONFIRMS THAT IT HAS READ, UNDERSTOOD AND KNOWINGLY AGREED TO THE CONDITIONS OF THIS LICENCE AS BEING LEGALLY BINDING UPON IT.

For any additional information, the Licensee must contact the Direction de l'information géologique:

Direction de l'information géologique
Ministère des Ressources naturelles et de la Faune
880, Chemin Sainte-Foy, 3rd Floor
Québec City (Québec) G1S 4X4
Telephone: 418 627-6269