

CALGARY HEALTH REGION PERMISSION TO USE COPYRIGHT AGREEMENT COVER SHEET

1. LICENSEE

For the purposes of this Agreement, Licensee shall be _____,

whose address for notices under this Agreement is _____

Please ensure correct legal name is used. Please note that any parties not listed as Licensee shall not have the right to use as set out herein.

2. EFFECTIVE DATE

Licensee may begin the permitted uses as indicated below effective as of the ____ day of _____, 20__ (the "Effective Date").

3. DESCRIPTION OF MATERIALS (the "Materials")

(a) Title of Materials: _____

(b) Copyright number: _____

(c) Description of Materials: _____

(d) Year of Publication: _____

(e) Department responsible for Publication: _____

(f) Other identifier (if applicable): _____

4. PERMITTED USES OF MATERIALS

(a) Permitted Uses:

The Materials may be used as follows (AUTHORIZED REGION PERSONNEL TO INITIAL ONLY THOSE THAT APPLY):

_____ Licensee may use the Materials only for its internal use.

_____ Licensee may distribute the Materials only for the permitted use of _____.

_____ Licensee may reproduce the Materials only for the permitted use of _____.

5. RESTRICTED USES AND OBLIGATIONS

(a) Any uses not specifically permitted above in Section 4(a) are hereby prohibited. All rights not granted are reserved.

6. MATERIAL USE FEE

(a) Upon execution of this Agreement, the Licensee agrees to pay the Region (AUTHORIZED REGION PERSONNEL TO INITIAL whichever applies):

_____ No fee is payable to the Region

OR

_____ Upon execution of this Agreement, Licensee agrees to pay the Region the following fees:

| COST | ITEM |
|-----------------------------------|--|
| \$ _____ | Providing the Licensee with the Materials or a copy of the Materials (which shall be reimbursed to the Region); OR |
| \$ _____ up to a maximum of | For each copy made to recover its costs in the research and development and production of the Materials; OR |
| \$ _____ | |

By signing below, Licensee agrees to having read and understood and agrees to abide by the attached Calgary Health Region Permission to Use Copyright Terms and Conditions, which terms are hereby incorporated by reference. Each page of Calgary Health Region Permission to Use Copyright Terms and Conditions must be initialled by Licensee and must be attached to this Cover Sheet for the Agreement to be of force and effect.

CALGARY HEALTH REGION

_____ **(Licensee)**

Per: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

NOTE TO LICENSEE: PLEASE EXECUTE AND RETURN THIS PERMISSION TO USE COPYRIGHT AGREEMENT TO YOUR CONTACT AT THE CALGARY HEALTH REGION

CALGARY HEALTH REGION PERMISSION TO USE COPYRIGHT AGREEMENT TERMS AND CONDITIONS

These terms and conditions effective as of the Effective Date as set out in Cover Sheet.

BETWEEN LICENSEE and **CALGARY HEALTH REGION** a regional health authority pursuant to the *Regional Health Authorities Act* (the "Region"), whose address for notices under this Agreement shall be Community Oral Health Services, 1509 Centre Street S.W., Calgary, Alberta, T3G 3E6, Attention: Manager Community Oral Health Services;

WHEREAS Licensee wishes to obtain a licence to use certain copyright Materials, as defined in Cover Sheet, from the Region and the Region is willing to grant such a license;

NOW THEREFORE in consideration of the mutual covenants and premises contained in this Agreement and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties to this Agreement agree as follows:

1. GRANT OF RIGHTS AND RESTRICTIONS

- (a) The Region grants to Licensee the non-exclusive right to use the Materials as set out in Cover Sheet under the heading "Permitted Uses", subject to any limitations and conditions set out in Cover Sheet under the heading "Restricted Uses and Obligations" (the "License") and subject to the territorial restrictions set out in Section 1(e) below.
- (b) Licensee acknowledges and agrees that the Region shall be the exclusive owner of any and all intellectual property rights in the Materials. The Region expressly retains any rights which are not expressly granted to Licensee in this Agreement. The Region may exercise, sell, license or otherwise dispose of such rights at any time. Other than for inclusion in the Materials as provided by the Region, the Region does not grant Licensee any right or license to use Calgary Health Region's trade-marks, including, without limitation the trade-marks "Calgary Health Region™" or "CHR™".
- (c) The term of the License shall commence upon the Effective Date and shall continue until the earlier of the automatic expiration of the Agreement on the day _____ (____) years after the Effective Date or earlier if terminated in accordance with this Agreement. Upon termination, Licensee will cease using the Materials for any purpose and shall return any unused Materials to Calgary Health Region.
- (d) The Region may terminate this Agreement for any reason upon providing Licensee with thirty (30) days' written notice.
- (e) The rights granted under this Agreement shall be for use of the Materials in _____ (province/state, country) (the "Territory").
- (f) Licensee shall pay the Region the Material use fee set out in Section 6 of Cover Sheet.
- (g) Licensee agrees not to remove any copyright, trade-mark or other proprietary notices incorporated into the Materials.
- (h) Licensee agrees not to remove any disclaimer incorporated into the Materials.

2. NO WARRANTY OR LIABILITY, INDEMNITY

- (a) The Region provides the Materials on an "as is, where is" basis, and hereby expressly disclaims any other representation or warranty, express or implied, including without limitation, warranties of fitness for a particular purpose, non-infringement or merchantability.

- (b) The Region and its affiliates have made all reasonable efforts to ensure the accuracy of the information included in the Materials. However, the Region and its affiliates expressly disclaim all liability for the use of the Materials and for any claims, actions, demands or suits arising from such use. Licensee shall indemnify the Region for any claims, actions, demands or suits brought by third parties arising from such use or Licensee's breach of this Agreement. The Licensee acknowledges and agrees that in no event shall the Region be liable to Licensee for consequential damages or indirect damages even if the Region has been advised of the possibility of such damages.
- (c) Licensee shall not modify, adapt, change, create derivative works of, paraphrase, digest, condense or decompile all or any portion of the Materials without the prior written consent of the Region. Licensee shall furnish the Region with samples of each of Licensee's use of the Materials.
- (d) Notwithstanding Paragraph 2(c), the only permitted changes to the Materials are as follows:
 - (i) Re-Think Your Drink Brochure: the Calgary Health Region logo and name can be replaced with the Licensee's logo and name on the front page. The contact information can be changed to reflect the Licensee's contact information on the back page;
 - (ii) Re-Think Your Drink Bookmark: the Calgary Health Region logo, name and website can be replaced with the Licensee's logo, name and website;
 - (iii) Healthy Drinks Win Sticker: the Calgary Health Region logo, name and website can be replaced with the Licensee's logo, name and website; and
 - (iv) Re-Think Your Drink Poster: the Calgary Health Region logo and name can be replaced with the Licensee's logo and name.
 - (v) Re-Think Your Drink Banner: the Calgary Health Region logo and name can be replaced with the Licensee's logo and name
- (e) Notwithstanding Paragraph 2(c), the Licensee is permitted to translate the Materials into languages other than English provided that all copyright in any such derivative work shall at all times remain the property of the Region in accordance with this Agreement.

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| 3. MISCELLANEOUS |
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- (a) Any notice contemplated to be given to either the Region or Licensee under this Agreement must be in writing and may be delivered personally or sent by fax, courier or prepaid registered mail addressed to either party according to the address set out in the Cover Sheet which may be changed by providing notice to the other party. Notices will be deemed to be received on the first date of delivery if personally delivered or couriered; on the day of dispatch if sent by fax; or five (5) business days after the day of dispatch if sent by prepaid registered mail and addressed correctly to the intended recipient.
- (b) This Agreement may not be amended except in a written document signed by both parties. If a court finds any provision of this Agreement invalid or unenforceable, the provision shall be struck from the Agreement and the remainder of the terms and conditions shall remain of force and effect. This Agreement shall be governed by and interpreted in accordance with the laws of Alberta and the parties agree to attorn to the jurisdiction of the Court of Queen's Bench in the City of Calgary. This Agreement constitutes the entire agreement between the parties and expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior representations and understandings. Licensee shall not assign any of its rights or obligations under this Agreement without the prior written consent of the Region. This Agreement is not enforceable (that is, no License is granted) unless these terms and conditions are attached to a complete and executed Cover Sheet.