



**TECHNOLOGY LICENCE AGREEMENT**

**BETWEEN:**

NATIONAL RESEARCH COUNCIL OF CANADA

whose head office address is:

1200 Montreal Road  
Ottawa, Ontario K1A 0R6

(called "NRC")

through its Institute, whose name is:

Institute for Information Technology

(called the "Institute")

**AND:**

**Name:** \_\_\_\_\_

a corporation under the laws of [**Jurisdiction:**] \_\_\_\_\_

whose address is:

**Number, Street:** \_\_\_\_\_

**City:** \_\_\_\_\_

**Province / State:** \_\_\_\_\_

**Country:** \_\_\_\_\_

**Postal Code:** \_\_\_\_\_

(called the "Licensee")

**WHEREAS**

- (a) NRC owns or controls certain technology in the field of Inuktitut language processing;
- (b) NRC and the Licensee desire to enter into a licence agreement that will permit the technology to be used for research and education purposes.

**IN CONSIDERATION** of the following terms, conditions, and promises, the parties agree as follows:

**1.0 DEFINITIONS IN THIS AGREEMENT**

For all purposes of this Agreement the following terms, in singular or plural form as appropriate to the context, are defined as follows:

**1.1 "Software"** means the computer code created by or on behalf of the Institute and owned by NRC (not including general software obtained commercially by NRC, which the Licensee may need to acquire independently in order to have an operable system), including the sequence, structure, and underlying logic upon which the computer code was developed, or documentation, or computer data, or the combination of these, existing at the date of this Agreement, further described as follows:



(a) the UQA-ILA-UT software is a morphological analyzer of the Inuktitut language that decomposes Inuktitut words into the morphemes (word elements) from which they are built; it is a set of JAVA classes contained in an executable bundle in JAR file format;

(b) the main method of UQA-ILA-UT triggers a morphological analysis of the word provided as an argument in the command line and displays on the screen a series of lines, each representing a possible decomposition of the word provided;

(c) the main method of UQA-ILA-UT can also be accessed by means of a computer program: it can be called from any JAVA code to provide customized use, and returns a multiline character string in which each line represents a possible decomposition of the call argument;

(d) word decompositions returned by UQA-ILA-UT are computed on the basis of the linguistic morpheme database for the Inuktitut language compiled by NRC; the list of morphemes, which includes their meaning in both English and French, is incorporated in the executable JAR file; this list is incomplete and is updated on a regular basis.

Software also includes computer code and data that are derived from the Software by any of: revision, correction, selection of a portion, translation into a different human language, translation into a different machine language, adaptation for a particular machine, compilation, collection, or incorporation into a larger unit regardless of whether the derivation is performed by one of the parties or an agent, contractor, or collaborator of one of the parties.

- 1.2 **“Source Code”** means the human-readable, high level language form of the Software, including any such version expressed in a printed listing of the Software or in an encoded machine readable form such as might be recorded on a magnetic tape or disk, from which a printed listing can be made by processing it with a computer.
- 1.3 **“Object Code”** means a code resulting from the translation of Source Code into machine language or intermediate code, and accordingly being in a form that would not be ordinarily readable by a human being but that is in a form for execution by a computer.
- 1.4 **“NRC Intellectual Property Rights”** means Patents, copyright and other exclusionary rights in respect of the Software, and rights in respect of confidential information included in the Software.
- 1.5 **“Territory”** means all countries.

## 2.0 LICENCE

- 2.1 **Grant:** NRC grants to the Licensee a licence of NRC’s Intellectual Property Rights effective throughout the Territory to use the Software for research and education purposes, and for these purposes only.
- 2.2 **Exclusivity:** The rights granted to the Licensee by way of the licence under this Agreement are non-exclusive.
- 2.3 **Sub-licensing:** The Licensee may not sub-license the rights granted by this Agreement.
- 2.4 **Delivery:** following signing of the licence, NRC shall give to the Licensee access to the Software and relevant documentation that is reasonably necessary for an understanding of the Software, to the extent that it exists.

The Licensee shall be conclusively deemed to have received all necessary delivery under this paragraph if the Licensee has not notified NRC, within 60 days after the effective date of this Agreement that delivery is lacking.



### 3.0 IMPROVEMENTS AND ADDITIONS

- 3.1 In the event that NRC produces additions or changes to the Software, which by their nature could not be used without some use of the Software, NRC shall inform the Licensee and the additions or changes shall be regarded as part of the Software for all purposes of this Agreement.

### 4.0 TECHNICAL ASSISTANCE

- 4.1 NRC shall not be responsible for providing but may, at its sole discretion, provide the Licensee with technical assistance relating to the Software.
- 4.2 **Software Defects:** Each party shall promptly notify the other upon discovering an error or defect in the Software, and the parties shall discuss a process for developing a correction.

### 5.0 CONFIDENTIALITY

- 5.1 **What is Confidential:** The Software is confidential to NRC except for published elements and elements which NRC states in writing to be not confidential. Software Source Code is confidential to NRC. In addition any documents of either party marked "Confidential", "Protected", "Proprietary", or similar words, are confidential to that party.
- 5.2 **Licensee's Obligations of Confidentiality:** Except to the extent expressly authorized in this Agreement, the Licensee shall protect the Software with the same degree of care as it uses to protect its own confidential information, but not less than a reasonable degree of care. The Software shall not be disclosed by the Licensee except:
- (a) if the Software has entered the public domain without breach of this Agreement;
  - (b) as required to be disclosed by law provided that the Licensee first provides NRC with notice of such requirements and of its intent to disclose the information;
  - (c) as otherwise agreed to by the parties.

This clause shall survive the expiration or termination of this Agreement.

- 5.3 **If Confidentiality is Lost:** This Agreement remains in effect regardless of any loss of confidentiality of the Software at any time for any reason, although each party retains the right to terminate this Agreement for a breach by the other party.

### 6.0 USE OF NRC'S NAME

- 6.1 **Authorized Use:** NRC hereby authorizes the Licensee, and the Licensee agrees to take all reasonable opportunities, such as in conference presentations or scientific publications, to acknowledge NRC as the source of the Software, but not so as to imply, in any such acknowledgement, that NRC endorses or approves the use of the Software. The Licensee shall provide NRC with copies of the Licensee's presentation material and written communications containing references to NRC.
- 6.2 **Control of Use:** NRC reserves the right, in its sole discretion, to control any unauthorized use of its name and may notify the Licensee that it must immediately cease any such use of the name, including any abbreviations, words, or images that imply an association with NRC. Upon receipt of such notification, the Licensee must use its best efforts to withdraw from circulation any written material that represents an unauthorized use.



## 7.0 WARRANTIES, INDEMNITIES AND INSURANCE

- 7.1 Warranty of Licencing Rights:** NRC warrants that it has not previously granted any rights that would conflict with the rights granted by this Agreement. NRC also warrants that it is either the current owner or licensee (with power to sub-license) of the Software.
- 7.2 No Implied Warranties:** Except for representation, warranties or conditions expressly made in this Agreement, the Software is supplied and licensed on a “as is” basis, and there are no representations, warranties or conditions, express or implied by statute, including without limitation any with respect to:
- (a) fitness for any use or purpose;
  - (b) operational state, character, quality, or freedom from defects;
  - (c) non-infringement of rights of third parties under present or future patents.
- 7.3 No Contestation of Validity:** The Licensee acknowledges the validity of the copyright, if any, licensed hereunder and agrees not to contest such validity during the life of this Agreement, either directly or indirectly by assisting other parties.
- 7.4 Limited Damages:** NRC shall not be liable, in any event, for consequential or incidental damages, or loss of income, arising from the possession or use of anything licensed or conveyed pursuant to this Agreement.
- 7.5 Indemnity:** NRC rejects all liability and responsibility relating to the consequences of using the Software. The Licensee shall indemnify and save harmless NRC, its employees and agents from and against, and be responsible for:
- (a) all claims, demands, losses, damages, costs including solicitor and client costs, actions, suits or proceedings brought by any third party, that are in any manner based upon, arising out of, related to, occasioned by, or attributable to:
    - (i) the use of the Software; and
    - (ii) infringement of intellectual property rights other than copyright, if any, licensed hereunder;
  - (b) other costs, including extra-judicial costs, of NRC defending any such action or proceeding, which NRC shall have the right to defend with counsel of its choice.

This clause shall survive expiration or termination of this Agreement.

## 8.0 INFRINGEMENT LITIGATION

- 8.1 Consultation:** If the Licensee receives or becomes aware of any claim or assertion by a third party that any activities by the Licensee under this Agreement constitute an infringement or other violation of a third party's patents or other intellectual property, the Licensee shall notify NRC and shall provide NRC with all details relating to the allegation. The parties shall promptly enter into discussions with the third party to determine the extent and validity of the infringement and the parties mutually agreed course of action. Each party will absorb its own costs of the discussions.
- 8.2 Negotiations:** The parties may negotiate with a third party to obtain any additional rights required, such as may arise if a third party's patent emerges. Each party will absorb its own cost of negotiation.



## 9.0 DURATION AND TERMINATION

- 9.1 Expiration:** This Agreement shall become effective when it has been signed by both parties. Unless terminated earlier, this Agreement shall terminate on December 31st, 2014.
- 9.2 Renewal:** At its sole discretion, NRC may consider renewal of this Agreement or propose another suitable agreement aiming at furthering computer processing of the Inuktitut language.
- 9.3 Termination by Either Party for Default or Breach:** In the event that one party defaults or breaches any of the provisions of this Agreement, the other party shall have the right to terminate this Agreement by giving written notice to the defaulting party, but this act shall not prejudice the right of a party to recover any fee due at the time of such termination and shall not prejudice any cause of action or claim of a party accrued or to accrue on account of any breach or default by the other party. However, if the defaulting party cures the breach within sixty (60) days after the notice is given, this Agreement shall continue in full force and effect.
- 9.4 Termination by NRC:** This Agreement, at the option of NRC, may be terminated forthwith by NRC if the Licensee becomes bankrupt, or insolvent, or has a receiver appointed to continue its operations, or passes a resolution for winding up, or takes the benefit of any statute relating to bankrupt or insolvent debtors or the orderly payment of debts.
- 9.5 Procedure on Termination:** Upon termination the Licensee shall cease any use of the Software unless the Software, in total, has then become part of the public domain other than through any act or omission of the Licensee.
- 9.6 Accrued Obligations:** Termination does not release a party from any obligations, which accrued while in this Agreement was in force or upon its termination.

## 10.0 LAWS AND DISPUTES

- 10.1 Choice of Law:** This Agreement shall be interpreted according to the laws of the Province of Ontario and the laws of Canada in force there.
- 10.2 Court:** Subject to Article 11.3, for any litigation concerning this Agreement, including litigation arising from arbitration, the parties hereby irrevocably and unconditionally attorn to the exclusive jurisdiction of the Courts of the Province of Ontario and all courts competent to hear appeals therefrom. The parties expressly exclude any conflict of laws rules or principles that might refer disputes under this Agreement to the laws of another jurisdiction. Despite the foregoing, if this Agreement or any aspect of it becomes a subject of judicial proceedings in the United States of America, then the Licensee irrevocably waives any and all rights it has to a trial by jury in the United States, and the Licensee agrees that the matter will be heard before a judge sitting alone, due to the nature and complexity of the Software and applicable laws.
- 10.3 Dispute resolution:** Disputes concerning this Agreement shall not be litigated. All disputes arising in connection with this Agreement which cannot be resolved through negotiations to the mutual satisfaction of both parties within thirty (30) days, or such longer period as may be mutually agreed upon, may be submitted by either party to arbitration in accordance with the *Commercial Arbitration Act* of Canada, R.S.C., 1985, c. 17 (2nd Supp.), as amended, and shall be subject to the following:
- (a) The party requesting arbitration shall do so by written notice to the other party.
  - (b) The arbitration shall take place in Ottawa, Ontario before a single arbitrator to be chosen jointly by the parties. Failing agreement of the parties on a single arbitrator within thirty (30) days of the notice requesting arbitration, either party may apply to a judge of a court having jurisdiction in Ottawa, Ontario for the appointment of a single arbitrator.



- (c) Each party shall pay its own costs and an equal share of all of the costs of the arbitration and the fees of the arbitrator, except for the exceptional circumstance in which an arbitral award may require the payment of all costs by a party who has brought a plainly frivolous dispute.
- (d) The arbitrator shall issue a written decision as soon as practicable after the conclusion of the final hearing, but in any event no later than sixty (60) days thereafter, unless that time period is extended for a fixed period by the arbitrator on written notice to each party because of illness or other cause beyond the arbitrator's control. The decision shall be in the form of an award made in writing and signed by the arbitrator.
- (e) The decision shall be final and binding on the parties in accordance with the *Commercial Arbitration Act* of Canada.

Neither party may request arbitration in respect of a breach of this Agreement after the fourth anniversary of the day on which the requesting party first discovered that breach, unless the other party has agreed in writing to extend the period.

## 11.0 GENERAL TERMS AND CONDITIONS

- 11.1 Entire Agreement:** This Agreement represents the entire understanding between the parties as of the effective date hereof, and supersedes all prior communications, negotiations and agreements, written or oral, concerning the Software.
- 11.2 Limits of Agreement:** For greater certainty, the parties agree that this is not an assignment of ownership of copyright or of patent rights, but merely a licence. This Agreement shall not be construed as creating the relationship of principal and agent, employer and employee, partnership, or joint venture.
- 11.3 Amendments:** This Agreement may only be amended by an agreement in writing, signed by the parties, expressly referring to this Agreement.
- 11.4 Severance:** If any provision in this Agreement is found, by a court or arbitration, to be wholly or partly invalid, illegal or unenforceable in any respect, the remainder of this Agreement shall remain enforceable and this Agreement shall be construed as if that provision had never existed. The request to initial each page is not a condition of this Agreement.
- 11.5 Waiver:** Failure by a party to assert rights arising from any default under this Agreement does not constitute a waiver. No waiver shall be effective unless in writing and no written waiver shall operate as a waiver of any subsequent default .
- 11.6 Assignment:** This Agreement is personal to the parties, so that neither its assignment, nor its assumption by a corporation formed by amalgamation of a party with a third party is valid without the other party's written consent.
- 11.7 Force Majeure:** Neither party shall be responsible or liable to the other for failure or delay the performance of this Agreement due to war, fire, accident or other casualty, labour disturbance, act of the public enemy, act of God, or any other contingency beyond that party's reasonable control. In the event of applicability of this paragraph, the party affected by such force majeure shall use its best efforts to eliminate, cure or overcome any such causes and resume performance of its obligations as soon as possible.
- 11.8 Notices:** Any notice contemplated by this Agreement, unless a different address is subsequently notified by one Party to the other in writing, must be sent to the address stated at the beginning of this Agreement where the Parties are identified, by:
  - (a) registered mail, and then it is deemed to be an effective notice five (5) days after it is sent;
  - (b) courier, and then it is an effective notice only when acknowledged by an official receipt; or



- (c) by personal delivery to the office of the chief executive officer of the Party, and then it is an effective notice when acknowledged by a signature of either that person or a person with apparent authority to receive messages.

**11.9** For Licensees in the province of Québec (Canada): The parties hereby confirm their express desire that this Agreement and all documents related thereto be drafted in the English language. Les parties aux présentes confirment leur volonté expresse que la présente convention et les documents qui s'y rattachent soient rédigés en anglais.

**SIGNED** by the Licensee in duplicate at \_\_\_\_\_,

Date: \_\_\_\_\_ Per: \_\_\_\_\_

Name and title: \_\_\_\_\_

**SIGNED** by NRC in duplicate at \_\_\_\_\_, Canada  
NATIONAL RESEARCH COUNCIL OF CANADA

Date: \_\_\_\_\_ Per: \_\_\_\_\_

Name and title: \_\_\_\_\_