

**COPYRIGHT LICENSE AGREEMENT**

THIS AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BETWEEN:

\_\_\_\_\_

(the "Licensor")

AND

**The Skeena Knowledge Trust**

(the "Trust")

WHEREAS Licensor is the owner of all right, title and interest in the copyright for the works listed in Schedule "A" (the "Works");

AND WHEREAS the parties wish to define their respective rights in relation to the use by the Trust of the Works a written agreement;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, it is hereby agreed as follows:

1. GRANT OF LICENSE

1.1 Licensor hereby grants to the Trust a royalty free non-exclusive license to use the Works on its websites provided they are used in accordance with the provisions of this Agreement.

2. SUBLICENSE

2.1 Licensor hereby grants to the Trust the right to sublicense use of the Works on its websites to third parties. The Trust will make reasonable efforts to provide the following copyright notice in association with all Works:

### 3. TERM

- 3.1 The term of this Agreement is perpetual but may be terminated at the option of the Licensor upon written notice to the Trust.
- 3.2 Upon termination of the license, the Trust agrees and undertakes that it will remove the Works from its websites within five (5) business days.

### 4. RECOGNITION OF OWNERSHIP

- 4.1 The Trust recognizes the copyright and moral rights in the Works and agrees not to commit any act or omission adverse or injurious to said rights.
- 4.2 The Trust agrees never to challenge the validity or ownership of the copyright or moral rights in the Works.
- 4.3 The Trust shall report to Licensor in writing any infringement or imitation of the Works of which it becomes aware and agrees to cooperate with the licensor in protecting and defending the copyright and moral rights in the Works.

### 5. WARRANTIES

- 5.1 Licensor warrants that it is the owner of the copyright and moral rights in the Works and it has the power to and is authorized to enter into this Agreement.
- 5.2 Licensor warrants that it is not aware of any challenge by any third party as to the validity of the copyright or moral rights in the Works or to any claim by any third party that the use of the Works is an infringement of the rights of any third party.

### 6. INDEMNITY

- 6.1 Licensor hereby agrees to defend, indemnify and hold the Trust harmless against any claims, demands, causes of action and judgments arising from the Trust's use of the Works on its websites.
- 6.2 In the event that the Trust receives notice, or is informed, of any claim, suit or demand against itself on account of any alleged infringement, unfair competition, or similar matter relating to its use of the Works in accordance with the terms of this Agreement, the Trust

shall promptly notify Licensor of any such claim, suit, or demand. Thereupon, Licensor shall promptly take such action as may be necessary to protect and defend the Trust against any such claim by any third party and shall indemnify the Trust against any loss, costs or expenses incurred in connection therewith.

7. NOTICE

7.1 Notice may be sent by any means whatsoever. Notice is effective on the date that the notice is received. Notice by courier or registered mail is deemed to be given on the date recorded as delivered. Notice by facsimile or telecopy is deemed to be made on the date and time it is sent and acknowledged as being recorded.

8. GENERAL

8.1 This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supercedes all prior understandings, communications and agreements between the parties.

8.2 This Agreement shall be construed in accordance with and governed by the Laws of the province of British Columbia, without regard for its conflict of laws rules, and the parties irrevocably attorn to the exclusive jurisdiction of the court of the Province of British Columbia in the event of any proceeding or dispute under this Agreement.

8.3 The Trust shall inform the Licensor immediately if it is in breach of this Agreement and acknowledges that its breach of this Agreement shall be deemed to cause immediate and irreparable harm to the Licensor, for which there may be no adequate remedy at law, and the Licensor shall be entitled to seek equitable relief to compel the Trust to cease and desist all unauthorized use of the Works.

8.4 In the event that any provisions contained herein shall be declared invalid, illegal or unenforceable by a court of competent jurisdiction, this Agreement with respect to enforceable provisions shall continue in force and all rights and remedies accrued under the enforceable provisions shall survive any such declaration, and any non-enforceable provision shall be replaced by a provision which, being valid, comes closest to the intention underlying the invalid provision.

- 8.5 No amendment to the terms and conditions of this Agreement shall be valid and binding on the Parties hereto unless made in writing and signed by an authorized representative of each of the parties.
- 8.6 This Agreement shall ensure to the benefit of and be binding upon the parties hereto and the respective successors, assigns, subsidiaries and affiliates.
- 8.7 The headings in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.
- 8.8 This Agreement may be executed in one or more counterparts any by facsimile signature.
- 8.9 The Trust may not assign this Agreement or any interest herein without the Licensor's express prior written consent.

IN WITNESS WHEREOF each of the parties hereto have caused this Agreement to be executed as of the day and year first written above.

\_\_\_\_\_

**The Skeena Knowledge Trust**

By: \_\_\_\_\_

By: \_\_\_\_\_

(name) \_\_\_\_\_

(name) \_\_\_\_\_

\_\_\_\_\_

Witness

\_\_\_\_\_

Witness

## **SCHEDULE "A"**

List of Works: