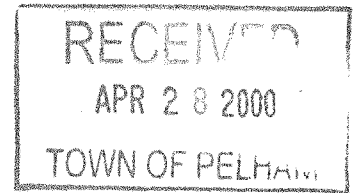




Millennium Bureau  
of Canada

Bureau du Canada  
pour le millénaire



*Life in Pelham  
- Year 2000*

*F469140-III*

**LICENSE AGREEMENT**  
**RESPECTING**  
**NON-COMMERCIAL USE**  
**OF THE**  
**GOVERNMENT OF**  
**CANADA'S MILLENNIUM LOGO**

Canada



**BETWEEN:** Her Majesty the Queen in Right of Canada,  
acting through and represented by the  
Deputy Prime Minister on behalf of the  
Millennium Bureau of Canada (the "Millennium Bureau")

**AND:** THE CORPORATION OF THE TOWN OF PELHAM  
("The Licensee")

**WHEREAS** the Millennium Bureau wishes to license the Government of Canada's millennium Logo ("the Logo") on a non-commercial, royalty-free basis; and

**WHEREAS** the Millennium Bureau wishes to make the Logo available for use by those who wish to develop communications to promote millennium activities consistent with the themes of the Government of Canada, as follows:

- Celebrate **achievement** to inspire Canadians to know and appreciate their past, and welcome the challenges and opportunities of the future.
- Encourage Canadians and other peoples of the world to **explore** our vast country and its natural and cultural diversity.
- **Exchange** ideas and approaches that strengthen Canada, and reinforce our position in the world.
- Support a **sustainable environment** and new ways to show our respect for nature while we progress as a leading economy.
- Stimulate interest in communities large and small, and bring our **youth** together to support the evolution of these communities.
- Advance Canadian **innovation** that will benefit individuals and communities, contributing to our collective well-being.
- Demonstrate, through **artistic and cultural expression**, our heritage, way of life, and aspirations for the future.

**NOW THEREFORE**, the Parties, in consideration of the premises and the terms and conditions herein contained, agree as follows:

1. REPRESENTATIVES

- (a) The Millennium Bureau's Representative shall be the following official:

Ginette Martel  
Millennium Bureau of Canada  
255 Albert Street  
10th Floor  
PO Box 2000 Stn D  
Ottawa, Ontario  
K1P 1E5

- (b) The Licensee's Representative shall be the following official:  
(Indicate name, address and phone number)

CHERYL MICLETTE, CLERK

20 Pelham Town Square, P. O. Box 400

FONTHILL, Ontario LOS 1E0

(905) 892-2607, Ext. #20

2. License

- (a) The Millennium Bureau hereby grants to the Licensee on a royalty-free basis, a non-exclusive license to use the Logo for non-commercial communications as follows:

Type of Product (eg: brochure, letterhead)

Brochures, letterhead, promotional materials, etc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the purposes of this paragraph "non-commercial communications" means any use other than the disposition or provision of services for a fee, including renting, leasing, licensing, lending, trading or bartering of

a product incorporating the Logo or using a product incorporating the Logo to provide a fee-earning service.

- (b) This royalty-free, non-exclusive license shall be in effect until March 31, 2001, from the date of signature of this license. For long-term or legacy projects, the license to use the Logo shall remain in effect for an unlimited period provided the Logo was first used before March 31, 2001. In such a case, all of the terms and conditions outlined in this License Agreement shall apply as long as the Logo is being used.
- (c) The Licensee shall not sub-license other persons to use the Logo, for any purpose, without the prior written approval of the Millennium Bureau.
- (d) The Licensee shall provide the Millennium Bureau, as soon as reasonably possible, samples of all communications, uses and embodiments of the Logo in order to maintain an inventory of samples of usages of the Logo.
- (e) The Licensee shall ensure that all reproductions of the Logo are done in accordance with the prescribed technical specification set out in the official Millennium Logo Graphic Standards Manual (the "Manual"). (For reference purposes, it can be seen on the following Internet site: [www.millennium.gc.ca](http://www.millennium.gc.ca)).
- (f) If the Logo is used in association with any other logo, the licensee shall ensure that it is done in accordance with the Manual.
- (g) The Licensee shall further ensure that the Logo is not altered in any way or by any means whatsoever whenever any communications, uses and embodiments bearing the Logo are applied, unless this is done in accordance with the Manual.
- (h) The Parties agree that all intellectual property rights in the Logo are vested with the Millennium Bureau and that it has been adopted and used by the Government of Canada as an official mark within the meaning of paragraph 9(1)(n)(iii) of the *Trade-marks Act*.

### 3. OTHER CONDITIONS

#### (a) **Liability**

The Licensee indemnifies and holds harmless the Millennium Bureau with respect to any claims, demands, suits, liability, loss, costs, expenses, or damages arising out of any breach of this Agreement. The License Agreement shall not affect or prejudice the Millennium Bureau from exercising any other rights under law.

#### (b) **Assignment**

The Licensee shall not assign this Agreement, in whole or in part, to any third party organization such as a sponsor or partner without the prior written consent of the Millennium Bureau. Any purported assignment shall be null and void unless expressly authorized in writing by the Millennium Bureau.

#### (c) **Right to Withdraw**

In the event that the Licensee uses the Logo in any way that does not reflect the dignity, purpose or nature of the millennium initiative, the Millennium Bureau reserves the right to terminate this Agreement and withdraw from the Licensee the privilege to use the Logo.

#### (d) **Infringement Litigation**

It is understood and agreed that with regard to threatened litigation or litigation arising from this Agreement the parties will consult each other to decide upon the best course of action but no party shall bind the other to a course of action which involves liability for legal costs, expenses, or damages.

#### (e) **Termination**

If the Licensee fails to comply, at any time, with any of the terms of this Agreement, the Millennium Bureau, acting reasonably and in its sole discretion, may terminate this Agreement immediately upon serving notice of non-compliance. Any notice required or allowed to be given under this Agreement must be in writing and either delivered or, during any period when postal services prevail, sent by prepaid, registered mail to the other Party at the address indicated in Article 1 of this license.

(f) **Unauthorized Use**

Any use of the Logo that is not in accordance with this Agreement is expressly prohibited.

(g) **Application of Law**

This Agreement is to be governed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada which apply in Ontario.

(h) **Complete Agreement**

There are no representations, promises, warranties, covenants or undertakings other than those contained in this Agreement, which Agreement represents the entire understanding of the Parties.

(i) **Amendments**

No amendment to this Agreement or waiver of any of its terms is valid unless it is in writing and signed by both Parties

(j) **No Joint Venture**

It is understood and agreed that no agency, employment or partnership in joint venture is hereby created between the Parties and no representations will be made by either Party which would create any apparent agency, employment or partnership in joint venture. Neither Party shall have the authority to act for the other and neither Party shall be responsible for any debt, claim or expense of any kind or nature whatsoever of the other. The only relationship between the Parties shall be that of independent contractors, dealing at arm's length, and the Millennium Bureau shall not be responsible for any act or omission of the Licensee or any employee or agent of the Licensee.

(k) **Parliament of Canada Act**

No member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

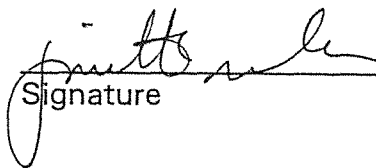
(I) **Conflict of Interest**

No former public office holder who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders shall derive a direct benefit from this Agreement.

4. **EXECUTION**

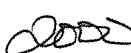
IN WITNESS WHEREOF, the Millennium Bureau and the Licensee have executed this Agreement.

THE MILLENNIUM BUREAU  
as represented by:

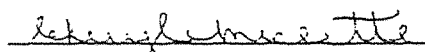
  
Signature

Jeanette  
Print name

Communications Advisor  
Title

Dated this 19 day of April, 1999  


THE LICENSEE, as represented by:

  
Signature

CHERYL MICLETTE  
Print name

CLERK  
Title

Dated this 21 day of MARCH, ~~1999~~ 2000