

LICENCE AGREEMENT

Date modified: July 17, 2015

This is an agreement between the Licensee and The Law Society of Upper Canada (“**Law Society**”). By exercising any of the rights provided under this agreement to any of the Works, the Licensee agrees to be bound by the terms and conditions of this agreement.

WHEREAS the Law Society has developed an initiative to identify and adopt principles and best practices that promote the retention and advancement of women lawyers in the private practice of law (the “**Justicia Project**”);

AND WHEREAS the Law Society has developed Works that are protected by copyright as part of the Justicia Project;

AND WHEREAS the Licensee would like to use one or more of the Works from the Law Society;

NOW THEREFORE in consideration of the rights granted to the Licensee by the Law Society under this agreement and the Licensee’s acceptance of the terms and conditions of this agreement, the parties agree as follows:

1.0 Definitions

1.1 In this agreement,

- (a) “**Works**” means the documents available on the Justicia Project page of the Law Society website located at http://www.lsuc.on.ca/justicia_project/ or at a successor site;
- (b) “**Licensee**” means the individual or entity exercising the rights granted under this agreement.

2.0 Grant of Licence

2.1 Subject to the terms and conditions set out in this agreement, the Law Society hereby grants to the Licensee a non-transferable and non-exclusive right and licence to reproduce, modify, publish, transmit, adapt, distribute and otherwise

use, in all media and formats whether now known or hereafter devised, any of the Works or a substantial part of any of the Works for one or more of the following purposes (“**Purpose**”):

- (a) the purpose of the Justicia Project or an initiative of another law society in Canada similar to the Justicia Project (“**Justicia Project Initiative**”);
- (b) for the purpose of indicating the Licensee’s interest in and support of the Justicia Project or any Justicia Project Initiative, or both, including, without limitation, promoting, or informing others about, the Justicia Project or any Justicia Project Initiative, or both .

3.0 Copyright Notice

3.1 The following copyright notice and statement shall accompany each use of any of the Works or a substantial part thereof:

© The Law Society of Upper Canada. All rights reserved.

4.0 Proprietary Rights

4.1 The Licensee acknowledges that the Works have been developed and produced by the Law Society and that the Law Society has proprietary and other rights in the Works (“**Proprietary Rights**”).

5.0 Limited Rights

5.1 The Licensee acknowledges that,

- (a) no title or ownership of any of the Works is transferred to the Licensee;
- (b) except for the rights granted in this agreement, the Licensee shall not have any right or interest in any of the Works;
- (c) this agreement does not grant to the Licensee any rights to use any third party rights that the Law Society is not authorized to use; and
- (d) this agreement does not grant to the Licensee any rights to use any trademarks in any of the Works.

5.2 The Licensee shall not make any claim or representation of ownership or act as the owner of any of the Works or permit or facilitate the performance of any act that is inconsistent with or in violation of this agreement or which might jeopardize the Proprietary Rights.

6.0 Disclaimer

6.1 The Law Society makes no representations or warranties of any kind regarding any of the Works, all of which are provided on an “AS-IS” and “AS-AVAILABLE” basis. Notwithstanding the generality of the foregoing, the Law Society makes no representations or warranties of any kind regarding title, merchantability, fitness for a particular purpose, non-infringement, accuracy or the presence or absence of errors or omissions. The Law Society expressly disclaims all representations, warranties, and conditions regarding any of the Works, whether express or implied, including without limitation warranties and conditions provided under Ontario legislation, including the *Sale of Goods Act*, R.S.O. 1990, c.S.1.

7.0 Liability

7.1 The Law Society, its benchers, officers, employees, agents and representatives shall not be liable for any loss, claim, damage, award, penalty, or injury incurred, including legal fees, which arise from any claim by any third party of an alleged infringement of copyright or any property right arising out of the use by the Licensee of any of the Works.

8.0 Indemnification

8.1 The Licensee shall indemnify and save harmless the Law Society, its benchers, officers, employees, agents and representatives from any and all claims, demands, actions, awards, penalties, damages, losses, injuries, or property damage incurred, including legal fees, which arise directly or indirectly from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use by the Licensee of any of the Works.

9.0 Term and Termination

9.1 This agreement shall terminate automatically upon the breach by the Licensee of any of the terms or conditions of this agreement.

10.0 Amendments

10.1 The Law Society may make changes from time to time to this agreement. The Licensee’s use of any of the Works shall be governed by the agreement in effect at the time the Licensee accesses any of the Works.

11.0 No Assignment

11.1 The Licensee shall not assign this agreement without the prior written consent of the Law Society.

12.0 Enurement

12.1 This agreement shall be binding upon and enure to the benefit of the parties hereto and their respective executors, administrators, successors and permitted assigns.

13.0 Non-Waiver

13.1 No waiver by a party of any breach by the other party of any of the terms or conditions of this agreement shall be a waiver of any subsequent breach of any other terms or conditions of this agreement.

14.0 Remedies

14.1 Upon default by a party of any term or condition of this agreement, and at any time after the default, the other party shall have all rights and remedies provided by law and by this agreement.

14.2 No delay or omission by a party in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy and no single or partial exercise of a right or remedy shall preclude any other or further exercise of the right or remedy or the exercise of any other right or remedy.

14.3 A party may remedy any default by the other party in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the other party.

14.4 All rights and remedies of a party granted or recognized in this agreement are cumulative and may be exercised at any time and from time to time independently or in combination.

15.0 Entire Agreement

15.1 Subject to sections 15.2 and 15.3, this agreement constitutes the entire agreement between the Law Society and the Licensee with respect to the subject matter of this agreement.

15.2 The Legal Notice of the Law Society located at: <http://www.lsuc.on.ca/with.aspx?id=1033> or at a successor site applies to the Works. For clarity and avoidance of doubt, with respect to the Works,

- (a) this agreement constitutes prior written permission for the purpose of the “Ownership and Usage” section of the Legal Notice (“**Section**”);
- (b) the Licensee may use the Works as described in the Section for the purposes of paragraph 1 of the Section;
- (c) paragraph 2 of the Section does not apply; and
- (d) paragraph 3 of the Section does not apply and section 3.1 of this agreement applies instead.

15.3 In the event of any inconsistency between the terms and conditions of the Legal Notice and the terms and conditions of this agreement, the terms and conditions of this agreement prevail.

16.0 Governing Law

16.1 This agreement shall be governed by, interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. With respect to any dispute arising under this agreement, the Law Society and the Licensee consent to the jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.

17.0 Survival

17.1 Sections 4, 6, 7, 8, 12, 14, 16 and 17 survive the expiry or earlier termination of this agreement.