

THE CORPORATION OF THE TOWNSHIP OF PRINCE

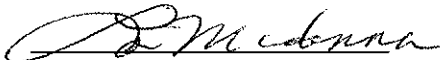
BY-LAW NO. 2001-21

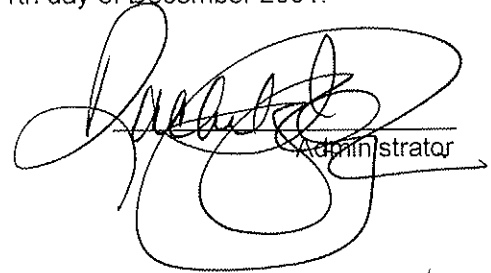
Being a by-law to authorize execution by the Administrator of an agreement between the municipality and Her Majesty the Queen in right of Canada, as represented by the Minister of Human Resources Development (HRDC)

THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF PRINCE HEREBY ENACTS AS FOLLOWS:

1. THAT the Administrator is and she is hereby authorized to execute and affix the Corporate Seal to an agreement between the municipality and Her Majesty the Queen in right of Canada, as represented by the Minister of Human Resources Development (HRDC), which Agreement is attached hereto as Schedule "A".
2. **SCHEDULE "A"**  
Schedule "A" forms part of this by-law.

READ THREE TIMES AND PASSED in open Council this 11th day of December 2001.

  
Reeve

  
Administrator

# Schedule "A" to By-law 2001-21

## **Agreement for the provision of space and support for a self-serve kiosk**

### **BETWEEN**

Her Majesty the Queen in Right of Canada, as represented by the Minister of Human Resources Development ("HRDC")

### **AND**

Prince Township

("the licensor")

### **RECITALS**

The licensor is the registered owner of the lands in the town of Sault Ste Marie, in the province of Ontario, on which is located a building bearing the address 3042 Second Line W ("the building")

HRDC and the licensor have agreed to enter into an agreement whereby HRDC will install a kiosk in the building in the area shown on Annex A ("the licensed premises")

As part of this agreement, the licensor will provide general assistance as required to users of the kiosk.

### **OBJECTIVES**

To offer Canadians greater access to Government of Canada information through kiosks connected to the Internet.

NOW THEREFORE, in consideration of the foregoing, and of the mutual covenants and undertakings that it contains and expresses, it is agreed by the parties as follows :

#### **1. Grant of licence**

The licensor hereby grants HRDC an exclusive licence to utilize the licenced premises for the purposes of the installation and operation of one multi-applications kiosk (the "HRDC kiosk") and for no other purpose, subject to the following further terms and conditions.

## **2. Assistance**

HRDC hereby authorizes and requests the licensor to provide assistance as requested to users of the HRDC kiosk and to keep the HRDC kiosk area well stocked with the brochures provided by HRDC. The assistance to be provided hereunder by the licensor does not extend to any other function of HRDC.

## **3. Term**

The term of this licence shall be 36 months commencing on April 1, 2001 and terminating on March 31, 2003 ("term").

## **4. License fee**

HRDC shall pay to the licensor for the license hereby granted, a license fee of \$1.00 for the term of this agreement.

## **5. Licensed Premises "as is"**

HRDC acknowledges that the licensed premises are granted for its uses on an "as is" basis and accepts such a condition. HRDC has inspected the licensed premises and acknowledges that they are suitable for its purpose.

## **6. Covenants of HRDC**

HRDC covenants :

- a) to pay the licence fee as described herein;
- b) to supply and install, as its sole cost and expense, to the extent required, all electrical work, wiring, conduits, outlets, receptacles, switches and telephone lines that may be required for the installation and the operation of the HRDC kiosk on the licensed premises;
- c) to provide to the licensor and its employees the necessary training and support to allow the licensor to respond adequately to requests for general information on the use of the HRDC kiosk;
- d) to provide the HRDC kiosk and the HRDC software;
- e) to provide technical advice required by the licensor at the time of the initial installation of the HRDC software and of the hardware and other required software;
- f) to supply the paper for feeding the HRDC kiosk and any information pamphlets concerning its use;

g) to communicate as quickly as possible to the licensor any relevant information concerning factors that might affect the use of the HRDC kiosk;

h) not to charge any user fees for use of the HRDC kiosk;

i) to inform the licensor as quickly as possible of any change or enhancement of the HRDC software or service that might require the acquisition by HRDC of new technological tools, and installation thereof, or a new configuration of existing tools, which may limit access to the HRDC kiosk for a determinate or indeterminate time.

## **7. Covenants of the licensor**

The licensor covenants :

a) to keep the building and licensed premises in a good state of repair, maintained and clean, including wear, tear and damages, garbage removal, ice and snow removal from outdoor steps, walks and parking areas, lighting for the common areas of the building and the licensed premises, and ballast and fuses in the common areas, all this at the licensor's cost ;

b) to allow public access (including to disabled customers) to the licensed premises during all hours during which the building is usually open to the public;

c) to indemnify and save harmless HRDC against any all claims, losses, damages, costs, expenses, howsoever arising out of or resulting directly or indirectly from the use of the building or the licensed premises by any person;

d) to refrain at all times from giving opinions to users as to their entitlement to Government of Canada programs;

e) to dust the keyboard of the InfoCentre kiosk daily and to clean the monitor and all flat surfaces accessible to clients;

f) to monitor and ensure the security of the data, which shall remain the sole property of HRDC, by

- preventing users from having access to any manipulation of data other than that provided for clients who are consulting the HRDC kiosk;
- preventing prohibited manipulation of data by self-service clients, through proper protection of hardware and software, using equipment (furniture, keyboard) approved by HRDC; and
- not reproducing or modifying, in any way, the HRDC software and its databases.

g) to place printer paper in the HRDC kiosk, to order paper when required, and to notify HRDC when the HRDC kiosk malfunctions;

h) to limit the use of the information communicated through the HRDC kiosk to the intended purpose, namely the consultation of information on the programs and services of the Government of Canada;

i) not to charge any direct or indirect fees to clients who consult information through the HRDC kiosk;

j) not to modify in any way the HRDC databases that are transferred to it, nor to derive any monetary benefit arising from the sale, rental or publication of the information received in the microcomputer designated for the HRDC kiosk;

k) to respect HRDC's professional image in its interactions with clients by :

- avoiding any discriminatory practice or display that would violate HRDC standards;
- limiting the use of the HRDC kiosk to applications that are consistent with Government of Canada ethics; and
- making sure that the HRDC kiosk is accessible to all clients, including persons with disabilities.

l) not to increase in any way the number of kiosks similar on or outside its premises without the written approval of HRDC.

### **HRDC is not lessee**

No legal title, leasehold or subleasehold interest in the licensed premises shall be deemed to have been created or vested in HRDC by anything contained in this agreement.

### **Non-liability of licensor**

HRDC agrees that it will not hold the licensor liable or responsible in any way for : any injury or damage to, or the failure of the operation of, the HRDC kiosk, unless such injury or damage or failure is caused by the negligence or willful act or omission to act of the licensor, its servants, agents, employees, contractors or persons for whom the licensor is, in law, responsible.

### **Insurance**

The licensor acknowledges that HRDC is self-insured in respect of damage to the licensed premises

## **11. Status of licensor**

Nothing herein contained shall constitute or be deemed to constitute the licensor or its servants, agents employees and contractors, employees or agents of HRDC.

## **Assignments or sublicensing**

This agreement and the licence granted to HRDC hereunder are personal to HRDC and shall not be assigned or sublicensed either in whole or in part by HRDC without the consent in writing of the licensor, which consent may not be unreasonably withheld.

## **Acknowledgements and Warranties of the Licensor**

The licensor acknowledges and warrants to HRDC that :

(a) it has good right, full power and absolute authority to licence the licensed premises in the manner aforesaid, according to the true intent and meaning of this agreement; and

**(b) the licensed premises are not subject to any other license or lease by the licensor.**

## **Termination**

In the event of damage to the licensed premises, this agreement may, at the sole discretion of HRDC, be terminated and HRDC's obligations will thereupon cease.

## **Notices**

All notices and demands provided for this Agreement shall be in writing and shall be served personally or shall be mailed to the parties by registered mail, return receipt requested, as follows :

To HRDC :

Don Corbett, Programs Officer  
Human Resource Centre of Canada  
PO Box 2400, 22 Bay St  
Sault Ste Marie ON  
P6A 5S2

To the Licensor

Rachel Tryzinski  
Prince Township  
3042 Second Line W  
Sault Ste Marie ON  
P6A 6K4

**Entire Agreement**

This agreement and its schedules (enumerate them, e.g., A, B, and C) constitute and define the entire agreement between HRDC and the licensor with respect to the licensed premises. No other amendment, addition, term, condition, warranty or understanding shall form a part of the agreement or be binding upon any party hereto unless it is in writing and signed by all parties to the agreement.

**Cancellation**

Either party may cancel this Agreement at any time during its terms by sending a written notice, by registered mail, to the other party of its intention to do so at least 3 months in advance.

**Effect of Agreement**

This agreement shall be binding upon, extend to and enure to the benefit of both the licensor and HRDC, and to each of their respective heirs, executors, administrators, successors and permitted assignees.

**Authorization to sign**

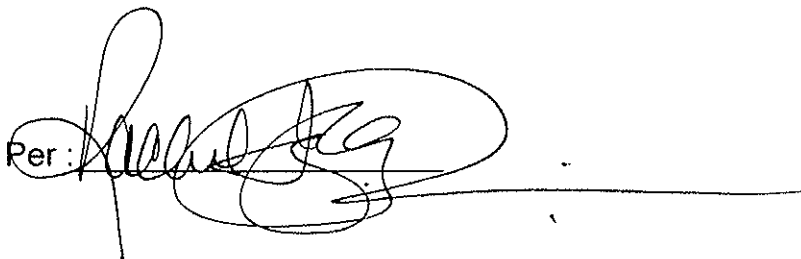
The person signing this Agreement on behalf of the licensor warrants that he/she has been duly authorized to enter into this agreement on its behalf.

IN WITNESS WHEREOF of parties have executed this Agreement.

HER MAJESTY THE QUEEN in Right of Canada as represented by the Minister of Human Resources Development.

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

Prince Township

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