

THE CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW NO. 2002-13

Being a by-law to authorize execution by the Reeve and Administrator of an agreement between the municipality and the Municipal Property Assessment Corporation with respect to the provision of a licence to use Municipal Connect, which contains assessment information

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

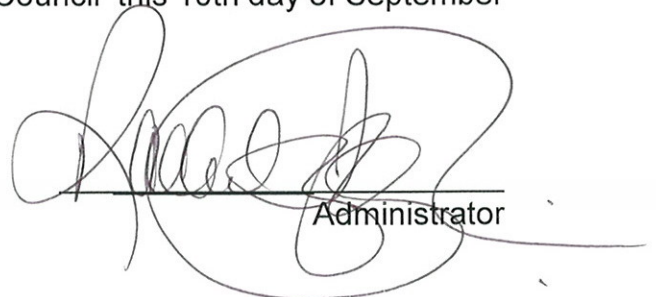
1. THAT the Reeve and Administrator be and they are hereby authorized to execute and affix the Corporate Seal to an Agreement between the municipality and the Municipal Property Assessment Corporation with respect to the provision of a licence to use Municipal Connect, which contains assessment information, 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 10th day of September
2002


Reeve


Administrator



Schedule "A"
to Bylaw 2002-13

MUNICIPAL PROPERTY ASSESSMENT CORPORATION

LICENCE TO USE PROPERTY ASSESSMENT INFORMATION

Between:

The Municipal Property Assessment Corporation hereinafter referred to as "MPAC"

And:

The Township of Prince

hereinafter referred to as the "Requester" for the purpose of MPAC providing a licence to use Municipal Connect™ which contains Assessment Information.

1. The Municipal Property Assessment Corporation (MPAC) provides to the Requester access to, via an MPAC web site, electronic information delimited by the password provided. MPAC reserves to itself all intellectual property rights, title and interest in the Assessment Information. Pursuant to section 53 of the *Assessment Act*, the information contained on this file is provided with a non-exclusive and non-transferable right to use the assessment information only for the purpose of meeting your planning requirements and shall not be used for any other purpose. The Requester may not provide this information to anyone at any charge, including free of charge.
2. The Requester shall not transfer, sell, lend, trade, pledge, sub-license, assign, lease, or disseminate the Assessment Information or any copy or printout of it or any part of it in any form to any other person, association, partnership, organization or any other body or person(s) even after this agreement expires. This provision applies even to information which is public information and data forms which may not be copyrightable. The Requester shall not modify the Assessment Information to add value nor distribute a new product in any language, format, or medium for gain by any method whatsoever. In the event of a breach of this section, the Requester's right to use the Assessment Information expires and the Requester agrees that MPAC is entitled to injunctive relief to restrain a continuation of the breach. MPAC reserves the right to audit the Requester's access to the Assessment Information.
3. MPAC has made every effort to provide useful information, but MPAC provides the Assessment Information as is, making no guarantee or representation of accuracy or completeness, ease of use, usefulness for the Requester's purpose, or intent to provide updates. In no event shall MPAC be liable for any consequential, remote or special damages arising out of the use of Assessment Information, delays by MPAC, or any failure to supply Assessment Information, or the cancellation of this agreement.

4. The Requester shall maintain the integrity of the Information, and all necessary security practices which prevent unauthorized access and shall notify MPAC, in writing, of any egregious errors.
5. The Requester agrees to defend, indemnify and hold harmless MPAC and its officers, agents and employees from any and all actions, damages or losses which may be brought or alleged against MPAC, its officers, agents or employees by reason of the negligent, improper, or unauthorized use or dissemination by the Requester or its officers, agents, or employees, of Assessment Information furnished to the Requester by MPAC, or by reason of inaccurate or out-of-date information contained in the Assessment Information furnished to the Requester by MPAC. This indemnification shall survive the termination or expiration of this agreement.
6. MPAC may terminate this licence unilaterally in the event of specific conflict with the provisions of this agreement, any legislation or regulation affecting the use of distribution of the Assessment Information, or if in MPAC's judgement the Requester is not following the terms of this licence or if the parties make a new agreement.
7. This agreement expires December 31, 2002.
8. The parties show agreement by their signatures:

For the Requester: _____

Signature

print name

Print title

DATE: _____

For MPAC: _____

Signature

Carl Isenburg

print name

Vice-President Customer Relations

Print title

DATE: _____