

LICENCE AGREEMENT

This Agreement made this _____ day of _____, 20____ (the "Agreement"), is between _____ (Owner) and York University (Licensee), 4700 Keele St, Toronto, Ontario M3J 1P3.

Attention: Owner and Licensee are collectively referred to herein as the "Parties."

WHEREAS

1. **GRANT:** For the term specified in Paragraph 2 below, and any extensions thereof, Owner hereby grants to Licensee, its employees, faculty members, students, and representatives, the right to enter upon: _____ (INSERT ADDRESS) ("Property"), for the purpose of a flight of a small unmanned aerial vehicle(s) (UAV) for academic research.

2. **TERM:** Licensee may use the Property as reasonably necessary commencing on or about _____(START DATE) and continuing until _____(END DATE) ("Term").

3. **DESCRIPTION:** The use of the Property granted to Licensee by Owner includes, without limitation, all interior and exterior areas of the Property, furniture and fixtures located on or about the Property, the names, logos and verbiage contained on any signs and the use of utilities.

4. **USAGE:** Licensee will only use the UAV in areas where written permission from the Owner has been obtained.

5. **INDEMNIFICATION/INSURANCE:** Licensee agrees to indemnify and hold the Owner harmless from and against any third-party claim(s) for injuries to person and damage to property (reasonable wear and tear excepted) caused by Licensee's sole or gross negligence, intentional misconduct, or breach of Licensee's representations, warranties and/or agreements as applicable hereunder. At its own expense and at all times during the term hereof, Licensee shall procure and maintain insurance that fully covers the risks and indemnity obligations assumed by Licensee, including general liability and property damage insurance. Proof of insurance is available upon request.

6. **WARRANTIES:** Owner warrants, represents and agrees that (a) Owner is fully authorized to enter into this Agreement; and (b) Owner has the right to grant to Licensee the use of the Property as described herein and to grant each of the rights herein granted.

7. **FORCE MAJEURE:** If, because of weather conditions, or any other disruptive event(s), Licensee is unable to conduct the flight on the date designated above and/or flight in progress is interrupted during the use of the Property by Licensee, then Licensee shall have the right, at Licensee's election, to (a) suspend and/or extend the Term so that Licensee may use the Property at a later date to be mutually agreed upon by the Parties, or (b) terminate the Agreement.

8. **CONFIDENTIALITY:** Owner agrees to keep and retain in the strictest confidence all information and materials disclosed to or obtained by Owner concerning or relating to the flight and/or Licensee.

9. **GOVERNING LAW/MISCELLANEOUS:** The use of the UAV pursuant to this Agreement shall be in accordance with the Aeronautics Act, R.S. 1985, c. A-2 and applicable Canadian Aviation Regulations. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario without regard to conflicts of law principles thereof. Except as may otherwise be set forth herein, the parties hereto specifically consent to the exclusive jurisdiction of the courts (including federal courts sitting therein) of the City of Toronto, Province of Ontario, Canada for the purposes of instituting or maintaining any action or proceeding arising from or in connection with this Agreement. This Agreement is the entire agreement of the parties and shall replace and supersede all prior arrangements, either oral or written, as to the subject matter hereof. This Agreement cannot be modified except by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date set forth above.

Owner Signature

Licensee Signature

Owner Name (Please Print)

Licensee Name (Please Print)