

**OFFICIAL MARKS LICENSING AGREEMENT** (the “Agreement”)  
APEC Engineer and IntPE

Between:

**Engineers Canada**

A corporation under section 211 of the *Canada Not-for-profit Corporations Act*, having its head office in Ottawa, Ontario, Canada

(hereinafter called “Engineers Canada”)

And:

**An authorized person on the Engineers Canada Mobility Register**

(hereinafter called “Mobility Registrant”)

WHEREAS Engineers Canada has adopted, used and sought registration of the Official Marks “IntPE” and “APEC Engineer” under section 9 of the *Trade-marks Act*, R.S.C. 1985, c. T-13 (the “Official Marks”);

AND WHEREAS Mobility Registrant wishes to obtain a licence for the use of the Official Marks;

AND THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby agreed to, Engineers Canada and Mobility Registrant agree as follows:

**ARTICLE 1 - GRANT OF RIGHTS**

1.1 Subject to the terms, restrictions and conditions stated in this Agreement, Engineers Canada hereby grants a non-exclusive license to Mobility Registrant to use Engineers Canada’s Official Marks “IntPE” and “APEC Engineer”, in relation to professional engineering services performed by Mobility Registrant.

1.2 Neither this Agreement, nor the use of the Official Marks shall in any way give or be deemed to give to Mobility Registrant any interest in the Official Marks except for the right to use the Official Marks in accordance with the terms, restrictions and conditions expressly stated under this Agreement.

**ARTICLE 2 - RESTRICTIONS**

2.1 Mobility Registrant shall not enter into any agreement whereby Mobility Registrant purports or attempts to assign or sublicense the rights that are granted by Engineers Canada under this Agreement.

2.2 Mobility Registrant shall not use the Official Marks in any manner calculated to represent, or giving the impression, that it is the owner of the Official Marks. Neither during the term of this Agreement nor at any time after termination hereof of this Agreement shall Mobility Registrant, either directly or indirectly, dispute or contest the validity or enforceability of the Official Marks, attempt registration thereof, or attempt to dilute the value of any goodwill attaching to the Official Marks.

2.3 Any goodwill associated with the Official Marks shall enure exclusively to the benefit of Engineers Canada.

2.4. Engineers Canada reserves the rights to impose an annual licensing fee as reasonably necessary to maintain the program. Engineers Canada shall provide Mobility Registrant with written notice of any implementation of any such fee.

#### ARTICLE 3 - CONDITIONS OF THE LICENSING AGREEMENT

3.1 Upon Engineers Canada request, Mobility Registrant shall: (i) provide to Engineers Canada, evidence of successful completion of application; (ii) agree to all declarations as requested by Engineers Canada; (iii) maintain a licence to practice professional engineering in Canada; and (iv) complete any report that may be required by Engineers Canada.

3.2 Mobility Registrant authorizes Engineers Canada to list electronically on Engineers Canada's Public Directory that Mobility Registrant has been authorized under this Agreement to use the Official Marks.

3.3 Mobility Registrant agrees to limit its use of the Official Marks only in connection to activities provided within the practice of professional engineering..

3.4 Mobility Registrant agrees to use the Official Marks only in accordance with the graphic standards authorized by Engineers Canada, and as may be amended by the Engineers Canada.

#### ARTICLE 4 - TERMINATION TERMS

4.1 Engineers Canada shall have the right to terminate this Agreement and the rights granted hereunder, without prejudice to the enforcement of any other legal right or remedy, immediately upon giving written notice of such termination upon the happening of any of the following events:

(1) if Mobility Registrant is in default in the due and punctual payment of any amount payable under this Agreement, and the default has continued for a period of ten (10) days after written notice thereof has been given to Mobility Registrant;

(2) if Mobility Registrant has breached any of the other terms or conditions of this Agreement or any other agreement or undertaking entered into between Engineers Canada and Mobility Registrant, and such breach has continued for a period of ten (10) days after written notice thereof has been given to Mobility Registrant; or

(3) if Mobility Registrant fails to observe the graphic standards imposed by Engineers Canada for the use of the Official Marks.

4.2 This Agreement shall automatically terminate, without prejudice to the enforcement of any other legal right or remedy, and without the necessity to provide written notice of such termination if Mobility Registrant no longer holds a license issued pursuant to the licensing regime under one the of the following:

<b>Jurisdiction</b>	<b>Regulator</b>	<b>Act</b>
Alberta	Association of Professional Engineers and Geoscientists of Alberta	<i>Engineering and Geoscience Professions Act</i>
New Brunswick	Association of Professional Engineers and Geoscientists of New Brunswick	<i>Engineering &amp; Geoscience Professions Act</i>
Saskatchewan	Association of Professional Engineers and Geoscientists of Saskatchewan	<i>The Engineering and Geoscientific Professions Act</i>
Manitoba	Association of Professional Engineers and Geoscientists of the Province of Manitoba	<i>The Engineering and Geoscientific Professions Act</i>
Nova Scotia	Association of Professional Engineers of Nova Scotia	<i>Engineering Profession Act</i>
Ontario	Association of Professional Engineers of Ontario	<i>Professional Engineers Act</i>
Yukon	Association of Professional Engineers of Yukon	<i>Engineering Professions Act</i>
<i>Northwest Territories</i>	Northwest Territories Association of Professional Engineers and Geoscientists	<i>Engineers and Geoscientists Act</i>
<i>Nunavut</i>	Northwest Territories Association of Professional Engineers and Geoscientists	<i>Engineers and Geoscientists Act</i>
Québec	Ordre des ingénieurs du Québec	<i>Engineers Act</i>
British Columbia	The Association of Professional Engineers and Geoscientists of British Columbia	<i>Engineers and Geoscientists Act</i>
Newfoundland and Labrador	The Association of Professional Engineers and Geoscientists of Newfoundland and Labrador	<i>Engineers and Geoscientists Act</i>
Prince Edward Island	The Association of Professional Engineers of the Province of Prince Edward Island	<i>Engineering Profession Act</i>

In which case, no written notice of the termination shall be required by Engineers Canada.

#### ARTICLE 5 - EFFECT OF TERMINATION

5.1 Upon termination, Mobility Registrant shall immediately cease any and all use of the Official Marks and any other mark or indicia that may be mistaken for the official marks “IntPE” and/or “APEC Engineer”.

In Witness whereof the parties hereto have executed this Agreement on the date of admission of the Applicant to the Engineers Canada Mobility Register.