



Natural Resources
Canada

Ressources naturelles
Canada

CANADIAN GEOSCIENCE MAP 167

TIME- AND DEPTH-STRUCTURE MAP

DEGERBÖLS FORMATION

Sabine Peninsula, Melville Island
Nunavut–Northwest Territories



Map Information Document



Canadian Geoscience Maps

2013

Canada 

PUBLICATION

Map Number

Natural Resources Canada, Geological Survey of Canada
Canadian Geoscience Map 167

Title

Time- and depth-structure map, Degerbøls Formation, Sabine Peninsula, Melville Island, Nunavut–Northwest Territories

Scale

1:200 000

Catalogue Information

Catalogue No. M183-1/167-2013E-PDF
ISBN 978-1-100-22625-5
doi:10.4095/293091

Copyright

© Her Majesty the Queen in Right of Canada 2013

Recommended Citation

Duchesne, M.J., Brake, V.I., Dewing, K., Claprood, M., Gloaguen, E., and Brent, T.A., 2013. Time- and depth-structure map, Degerbøls Formation, Sabine Peninsula, Melville Island, Nunavut–Northwest Territories; Geological Survey of Canada, Canadian Geoscience Map 167, scale 1:200 000. doi:10.4095/293091

Cover Illustration

Permian sandstone hoodoos, Sabine Peninsula, Melville Island, Nunavut. Photograph by T.A. Brent. 2013-242

ABSTRACT

Sabine Peninsula of Melville Island was the subject of an oil and gas exploration boom from 1961 to 1985, during which time seismic-reflection data were collected and wells were drilled. As a result, the two largest conventional natural gas fields in Canada were discovered.

Seismic-reflection methods use sound waves to image the internal structure of the Earth. Waves are emitted at the surface before being reflected back to the surface by geological interfaces and recorded. Modern analysis methods were used to reinvestigate existing seismic data. In doing so, eight seismic unit boundaries identified on seismic profiles in two-way traveltime were correlated to the regional geological framework and gridded to provide subsurface maps. Each map approximates the structures preserved at that particular time or depth allowing the enhancement of the

geological knowledge of Sabine Peninsula and better delimitation of elements of the petroleum systems therein.

RÉSUMÉ

La péninsule de Sabine de l'île de Melville a connu un boum d'exploration gazière et pétrolière entre 1961-1985 pendant lequel des données de sismique-réflexion furent acquises et des puits forés. Il en résultat la découverte des deux plus grands champs de gaz naturel conventionnels du Canada.

La sismique-réflexion utilise des ondes sonores pour imager la structure interne de la Terre. Les ondes sont émises en surface avant d'être réfléchies de nouveau vers la surface par des interfaces géologiques où elles sont enregistrées. Des méthodes d'analyse modernes furent utilisées pour ré-investiguer des données sismiques existantes. Ainsi, huit limites d'unités sismiques identifiées sur les profils sismiques en temps de parcours aller-retour furent corrélées au cadre géologique régional et maillées afin de produire des cartes de la sous-surface. Chaque carte est une approximation des structures préservées à un certain temps ou une certaine profondeur nous permettant d'améliorer les connaissances géologiques de la péninsule de Sabine et de mieux délimiter les éléments des systèmes pétroliers s'y trouvant.

ABOUT THE MAP

General Information

Authors: M.J. Duchesne, V.I. Brake, K. Dewing, M. Claprood, E. Gloaguen, and T.A. Brent

Time-structure map by V.I. Brake and M.J. Duchesne,
Geological Survey of Canada, 2013

Depth-structure map by M.J. Duchesne and V.I. Brake,
Geological Survey of Canada, 2013

Seismic interpretation by V.I. Brake and M.J. Duchesne,
Geological Survey of Canada, 2010–2013

Geomatics by V.I. Brake, Geological Survey of Canada and
G. Huot-Vézina, Institut national de la recherche scientifique

Cartography by R. Boivin

Scientific editing by E. Inglis

Initiative of the Geological Survey of Canada, conducted under the auspices of the Western Arctic Islands' project as part of Natural Resources Canada's Geo-mapping for Energy and Minerals (GEM) program.

Map projection Universal Transverse Mercator, zone 12
North American Datum 1983

Base map at the scale of 1:250 000 from Natural Resource Canada, with modifications.

Proximity to the North Magnetic Pole causes the magnetic compass to be useless in this area.

The Geological Survey of Canada welcomes corrections or additional information from users.

The data may include additional observations not portrayed on this map. See documentation accompanying the data.

This publication is available for free download through GEOSCAN (<http://geoscan.ess.nrcan.gc.ca/>).

This map is not to be used for navigational purposes.

Map Viewing Files

The published map is distributed as a Portable Document File (PDF), and may contain a subset of the overall geological data for legibility reasons at the publication scale.

The spatial geological data is provided in two file formats, SHP and XML, that may be imported into Geographic Information System (GIS) software for the purposes of viewing, querying, and analysis.

ABOUT THE GEOLOGY

Descriptive Notes

INTRODUCTION

The time- and depth-structure maps presented herein are part of an eight-map series of the subsurface of Sabine Peninsula spanning the Early Permian through Early Cretaceous interval.

These maps are the product of the application of modern geoscientific methods of processing and interpretation to a suite of legacy seismic-reflection data from onshore Sabine Peninsula (Melville Island, Western Arctic Islands). The resultant processed seismic lines were interpreted using the existing regional geological framework (see Harrison, 1995) by integrating existing regional well data, geophysical logs, age control, and lithological information through synthetic seismograms.

REGIONAL SETTING

The Sabine Peninsula of Melville Island is located within the Sverdrup Basin in the Queen Elizabeth Islands of the western Arctic. The Sverdrup Basin extends for about 1300 km in a northeast-southwest direction and is up to 350 km wide. The basin contains up to 13 km of sedimentary strata (Embry and Beauchamp, 2008). The Sverdrup Basin is separated from the underlying Franklinian Basin by an unconformity at the base of the Carboniferous strata. The Franklinian Basin was superseded by widespread rifting following the Late Devonian–earliest Carboniferous Ellesmerian Orogeny. The resulting rift-related structural depression acted as a major depocentre from the Carboniferous through the Paleogene (Embry and Beauchamp, 2008). The Sverdrup Basin succession was uplifted and deformed during the early Cenozoic Eurekan Orogeny.

The surface geology of Melville Island is dominated by Lower Paleozoic strata of the Franklinian Basin. The Sabine Peninsula is an exception to this, as surface strata are part of the Sverdrup Basin. The geology of the Sabine Peninsula consists of deformed Late Carboniferous to Paleocene sandstone, siltstone, shale, and minor amounts of carbonate. Additionally, evaporitic rocks are exposed in two diapirs on northern Sabine Peninsula — the Barrow and Colquhoun domes, which consist of deformed anhydrite and gypsum. The strata of the Sverdrup Basin succession on Melville Island were deformed into a series of folds, including the Murray Harbour syncline in the northern part of the peninsula and the Drake Point anticline and the Marryatt Point syncline to the south (Harrison, 1994) (Fig. 1).

During a 1961 to 1985 phase of petroleum exploration, companies drilled 52 wells on Melville Island and surrounding waters (22 of which were on Sabine Peninsula) and acquired about 3,400 line-kilometres of onshore seismic-reflection data (Fig. 2).

Three separate gas fields were discovered in the Sabine Peninsula area: Drake Point, Hecla, and Roche Point. Feasibility studies for the development of the gas fields were conducted in the early 1980s; however, due to low gas prices and the lack of gas markets, the gas fields on Melville Island (and elsewhere in the Canadian Arctic) were not developed (Harrison, 1995).

SEISMIC DATA SET AND PROCESSING

Data access was obtained through a Memorandum of Understanding signed in 1997 by the Geological Survey of Canada (GSC), Panarctic Oils, the Arctic Islands Exploration Group, and the Offshore Arctic Exploration Group joint-venture parties. The data sets consist of original land seismic-reflection field tapes transcribed from 21-, 7-, and 9-track media. Data were collected using a dynamite charge of 20–30 kg per shot at about 20 m below the surface. Shot-point spacing ranged from 67 m to 300 m, the shorter spacing being used for most surveys. The majority of the seismic-reflection data were recorded using 48- or 96-channel systems. Channel stations were generally deployed using nine receivers spaced at about 8 m and station intervals varying from 50 m to 70 m. The common-midpoint multiplicity of the data sets range from single to 12-fold coverage. The most common recording length was 6 s.

The processing consisted of three main steps: 1) principal component decomposition was used to remove both coherent and random noise, 2) data were migrated utilizing poststack Kirchhoff migration, and 3) seismic bandwidths were extended to increase vertical resolution (Claprod et al., 2011; Duchesne et al., 2012).

Velocity model

A 3-D velocity model was built using about 1300 km of linear seismic data (78 lines) and 13 wells spread over an area of about 2800 km² (Fig. 2). The velocity model was then used for poststack migration processing and to convert seismic horizon surfaces from time to depth. The primary assumption behind the velocity model is that the coherent high-amplitude reflections that were picked to build the model correspond to important acoustic impedance contrasts caused by significant and abrupt velocity changes. This assumption was confirmed by tying seismic picks to well sonic logs (Duchesne et al., 2012). The geostatistical approach of kriging with an external drift (KED) was applied to both the reflection time of the picked seismic horizons and time-depth pairs derived from check shot data to compute the 3-D velocity field. Kriging interpolates values between the known positions based on weighted spatial correlations. The KED technique was specifically developed for the integration of seismic data into the kriging process where the number of wells is insufficient for the computation of adequate depth statistics (Hass and Dubrule, 1994). Hence, it uses the information provided by the time horizon picks to improve estimates where depth control is sparse. For seismic migration, root mean squared (RMS) velocity values are first estimated by KED from time-to-depth conversion of seismic horizon surfaces mapped as important velocity boundaries (Duchesne et al., 2012). Then, once the approximate depths of the surfaces are known, the interval velocities (V_{int}) for all time intervals delimited by two consecutive horizons is computed from:

$$V_{int} = \frac{\Delta z_i}{\Delta t_i}$$

where z and t are the depth and time intervals between two successive horizons i . Once V_{int} is obtained the RMS velocity (V_{rms}) is calculated using:

$$V_{rms} = \sqrt{\frac{1}{t_0} \sum_{i=1}^N V_{int}^2 \Delta t_i}$$

in which N is the total number of horizons and t_0 is the sum of all time intervals.

SEISMIC INTERPRETATION AND VISUALIZATION METHODS

Processed seismic lines were loaded into IHS-Kingdom[®] seismic and geological interpretation software. Prominent seismic-reflection horizons, tied to well formation-top

information, were manually correlated. Seed points were generated at seismic line intersections, thereby permitting the interpretation of adjacent lines.

The map would benefit from a detailed structural interpretation; however, confidence of this interpretation is minimized due to minor vertical offsets (about 0.1 s) attributed to faulting and the large line spacing. Thus reflections are readily identified across faults despite offset.

Time-structure maps of the key seismic horizons were computed using universal kriging. Universal kriging permits the interpolation of a nonstationary, random field by adding a term in the kriging equation that accommodates any linear trends present in a scattered point set (Chilès and Delfiner, 1999). Given that all picked horizons showed a strong linear trend for time versus depth over distance, universal kriging provided the best fit to the picked horizons.

TIME TO DEPTH CONVERSION

All time surfaces are converted to depth using the following procedure. First V_{int} of the 3-D velocity model are calculated using Dix equation:

$$V_{\text{int}} = \left[\frac{V_{n_{\text{rms}}}^2 t_n - V_{n-1_{\text{rms}}}^2 t_{n-1_{\text{rms}}}}{t_n - t_{n-1}} \right]^{1/2}$$

where t is the zero-offset arrival time of the n th reflection. Interval limits corresponded to seismic horizons that are picked and tied to geological interfaces. Then V_{int} are extracted from the velocity model along picked horizons. Velocity maps are then computed using Universal kriging at a cell size of 250 m. Finally, the time-structure surfaces of the various seismic horizons are converted to depth (Z) using:

$$Z = \frac{V_{\text{int}}}{2} t$$

Because the depth-conversion process is a function of the velocity model, the lateral extent of depth maps is confined to the lateral extent of the model. The final depth-structure maps were imported into ArcGIS for visualization using the Arc extension Team-GIS KBridge.

UNCERTAINTY

Quantifying the uncertainty of seismic subsurface maps is difficult since several sources of data, each with their unique level of uncertainty, are used in the map generation. Sources of error may arise from limitations in acquisition, processing, and interpretation. Moreover, seismic data are collected remotely and the images they provide are derived

from generalized mathematical and physical concepts. Constraints in acquisition that increase the uncertainty include gaps in coverage because of obstacles to source and receiver deployment, and effect of direction of shooting on data quality (Sheriff and Geldart, 1995). Processing errors may result from inadequate static corrections, inaccurate velocity analysis, and inappropriate parameter determination.

More specifically to this data set, errors may have also been introduced by the velocity model and the ability to tie formation tops to seismic horizons. The velocity model represents an estimation of the velocity fluctuations for which the accuracy depends on the number of wells and the good fit between time picks and corresponding depths at the well locations. A regression analysis shows that time picks and their corresponding depths at the wells have a strong linearity ($r^2 = 0.98$), meaning that the use of time picks as the external drift in the kriging strategy is justified and trustworthy. Nevertheless, the uncertainty of the velocity model increases when the distance between the well and any points where velocity is predicted exceed the range of the variogram expressing the spatial dependence between depth and time. In the present case, the range of the different horizons is between 9.5 km and 34 km. The ability to tie formation tops to seismic horizons relies on the successful use of well sonic and density logs, since it is the contrast between the product of these properties for two successive geological layers that generates reflections recorded in seismic exploration. Formation tops used in this study are from Dewing and Embry (2007), for which they mainly utilized gamma-ray logs to position the upper limit of the formations in depth. Thus errors may have been introduced by projecting the formation tops on seismic sections recorded in time.

TIME- AND DEPTH-STRUCTURE DATA DISPLAY

The time- and depth-structure data shown on this map were gridded at a cell size of 250 m using Universal kriging. Each map presents a grid with a stretched colour ramp at 20% transparency. Time contours generated from the time-structure grids are shown in black at a 100 ms interval, whereas depth contours derived from the depth-structure grid are presented at 150 m intervals.

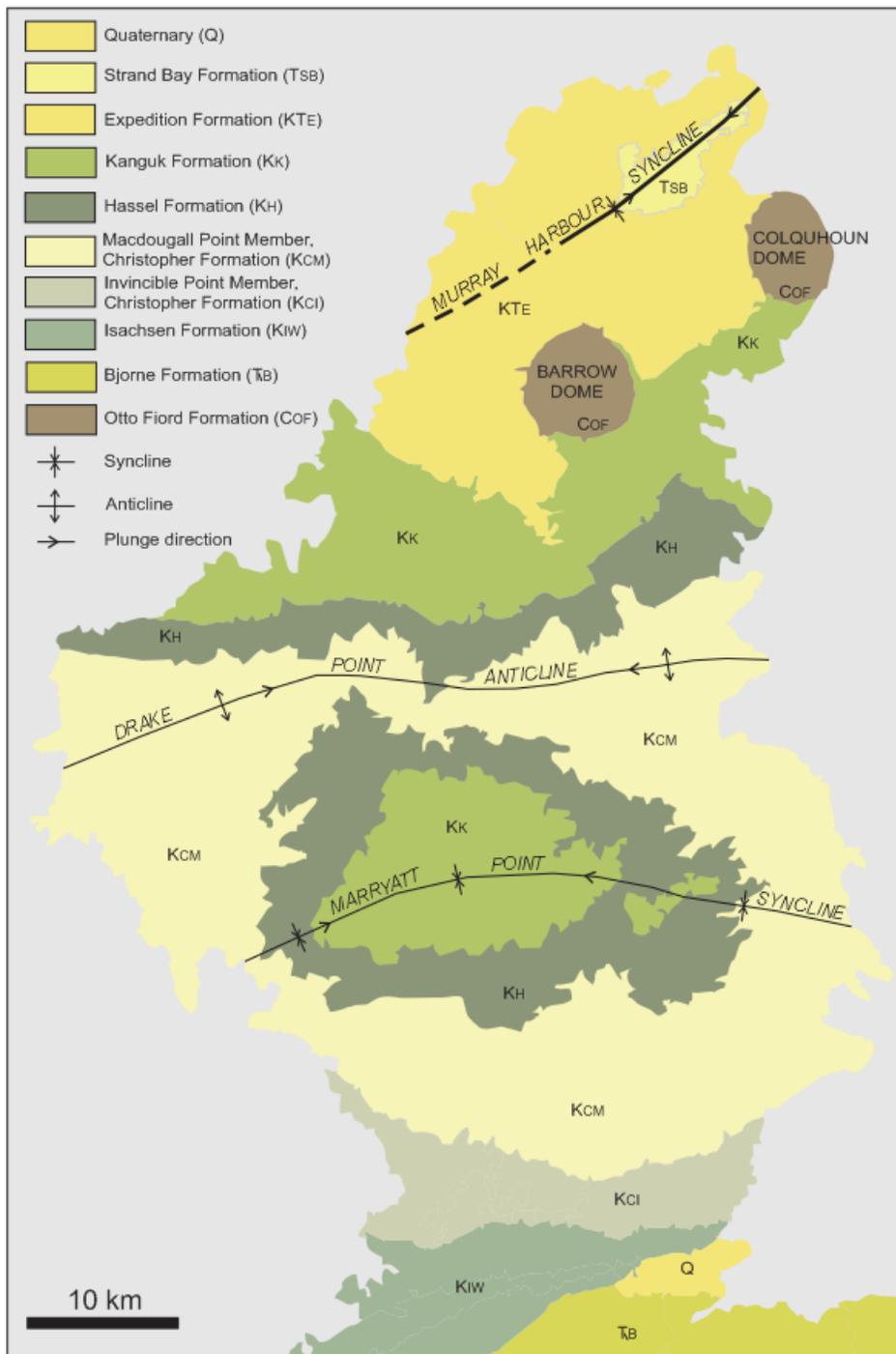


Figure 1. Generalized surface geology map of Sabine Peninsula (after Harrison, 1994) displaying sedimentary stratigraphic divisions.

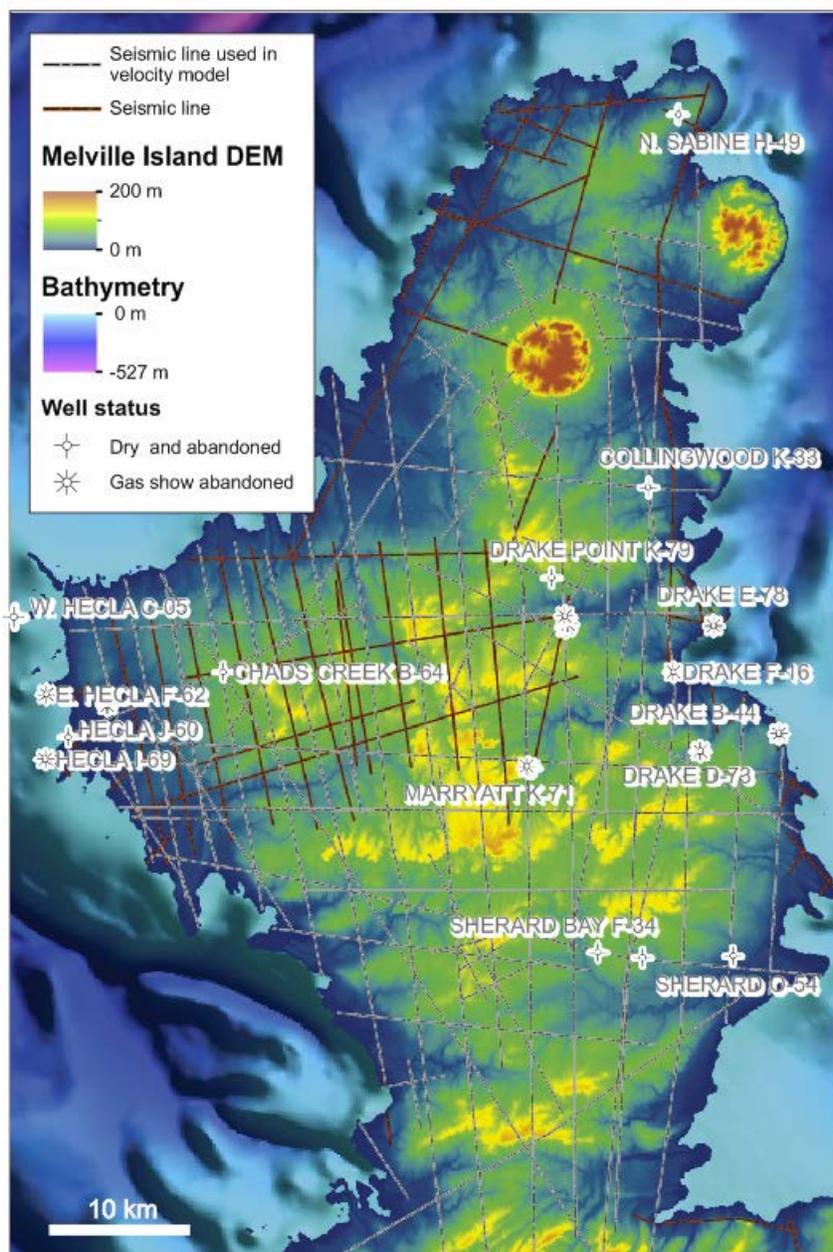


Figure 2. Distribution of available legacy data used in the subsurface interpretation of Sabine Peninsula. Bathymetry data were generated by combining bathymetry from offshore gravity surveys with the seafloor picks from 2-D seismic (T.A. Brent, unpub. data 2013).

DEGERBÖLS MAP DESCRIPTIONS

The Middle Permian Degerböls Formation consists of bioturbated and locally fossiliferous carbonate and is laterally equivalent to the shale, chert, carbonate, and olistostromes of the Middle Permian van Hauen Formation. The formation-top data indicates interfingering between the Degerböls and van Hauen formations, occasionally interrupted by intrusive dykes and sills (Dewing and Embry, 2007, see *also* Fig. 3). The Degerböls Formation is herein defined to include the laterally equivalent van Hauen

Formation. The combination of interfingering and the intrusions makes the thickness difficult to estimate.

The mapped Degerbøls Formation reflection extends from the narrowest point of the peninsula near Eldridge and Sherard bays to near the axis of the Murray Harbour syncline. The data gap west of Eden Bay marks the location of Barrow Dome. Two-way traveltimes increase northward from 750 ms to 3275 ms, or from 1300 m to 5652 m. The slope of the Degerbøls Formation horizon generally falls between 0.5° and 4.5°; however, steeper slopes up to 10° are observed at the northern and southern ends of the peninsula. The surface dips into a distinctive depression at the centre of Sabine Peninsula. It is delimited by the Drake Point anticline to the north and the Marryatt Point syncline to the south (Harrison, 1994).

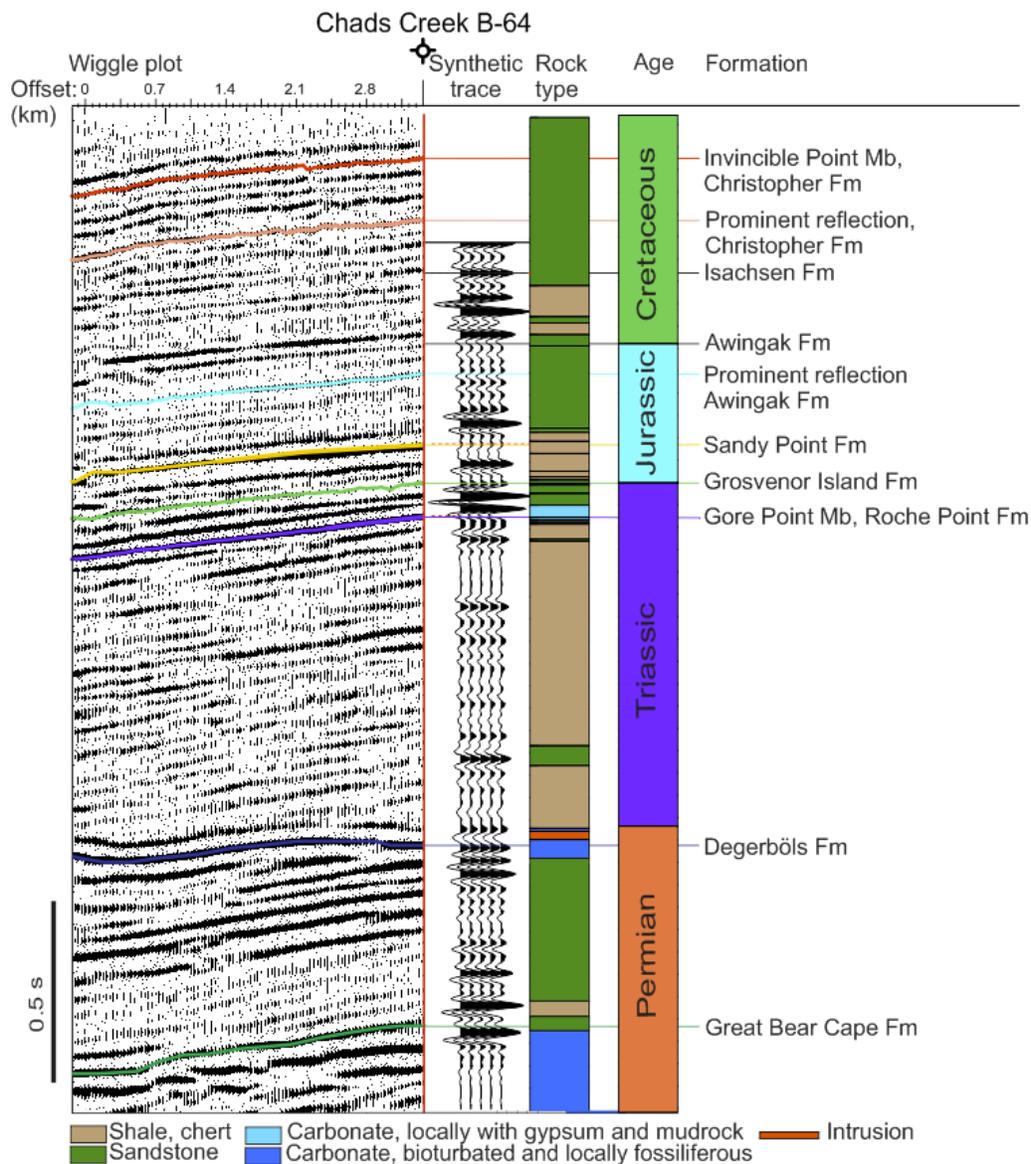


Figure 3. Comparison of the wiggle plot, synthetic trace, stratigraphy, age, and formation-top data for the Chads Creek B-64 well.

Acknowledgments

The authors would like to thank J. Dietrich and B. MacLean (GSC Calgary) for their technical reviews that improved the overall quality of the maps. IHS is acknowledged for providing Kingdom 8.8 seismic interpretation software.

References

Chilès, J.-P. and Delfiner, P., 1999. *Geostatistics: Modeling Spatial Uncertainty*; Wiley Series in Probability and Statistics, Wiley, New York, New York, 734 p.

Claprod, M., Duchesne, M.J., and Gloaguen, E., 2011. A geostatistical approach for 2-D seismic velocity modelling; Geological Survey of Canada, Open File 7045, 21 p. doi:10.4095/289551

Dewing, K. and Embry, A.F., 2007. Geological and geochemical data from the Canadian Arctic Islands. Part I: Stratigraphic tops from Arctic Islands' oil and gas exploration boreholes; Geological Survey of Canada, Open File 5442, 1 CD-ROM. doi:10.4095/223386

Duchesne, M.J., Claprod, M., and Gloaguen, E., 2012. Improving seismic velocity estimation for 2-D poststack time migration of regional seismic data using kriging with an external drift; *The Leading Edge*, v. 31, p. 1156–1166.

Embry, A. and Beauchamp, B., 2008. Sverdrup Basin; *in* *Sedimentary Basins of the World*, (ed.) K.J. Hsü; Volume 5, *The Sedimentary Basins of the United States and Canada*, Elsevier, Amsterdam, The Neatherlands, p. 451–471.

Harrison, J.C., 1994. Melville Island and adjacent smaller islands, Canadian Arctic Archipelago, District of Franklin, Northwest Territories; Geological Survey of Canada, Map 1844A, scale 1:250 000. doi:10.4095/203577

Harrison, J.C., 1995. Melville Island's salt-based fold belt, Arctic Canada; Geological Survey of Canada, Bulletin 472, 344 p. doi:10.4095/203576

Hass, A. and Dubrule, O., 1994. Geostatistical inversion – a sequential method of stochastic reservoir modelling constrained by seismic data; *First Break*, v. 12, p. 561–569.

Sheriff, R.E. and Geldart, L.P., 1995. *Exploration Seismology*; Cambridge University Press, New York, New York, 628 p.

Author Contact

Questions, suggestions, and comments regarding the geological information contained in the data sets should be addressed to:

M.J. Duchesne
Geological Survey of Canada
490, rue de la Couronne,
Québec (QC)
G1K 9A9
MathieuJ.Duchesne@RNCAN-NRCAN.GC.CA

Coordinate System

Projection: Universal Transverse Mercator
Units: metres
Zone: 12
Horizontal Datum: NAD83
Vertical Datum: mean sea level

Bounding Coordinates

Western longitude: 110°30'00" W
Eastern longitude: 108°00'00" W
Northern latitude: 76°55'00" N
Southern latitude: 76°05'00" N

LICENSE AGREEMENT

GEOGRATIS LICENCE AGREEMENT FOR UNRESTRICTED USE OF DIGITAL DATA

This is a legal agreement between you ("Licensee") and Her Majesty the Queen in Right of Canada ("Canada"), as represented by the Minister of Natural Resources Canada. **BY ACCESSING, DOWNLOADING, PRINTING OR USING THE DATA, INFORMATION AND MATERIALS BEING PROVIDED WITH, OR ACCESSIBLE PURSUANT TO THIS AGREEMENT, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MUST IMMEDIATELY DISPOSE OF ANY SUCH DATA, INFORMATION, MATERIALS AND ANY DERIVED PRODUCTS.**

I. **WHEREAS** Canada is the owner of the data (the "Data") accessible pursuant to the terms and conditions of this Agreement;

II. **AND WHEREAS** the Licensee wishes to obtain certain rights to the Data, on terms and conditions herein contained;

III. **AND WHEREAS** Canada represents that it has full authority to grant the rights desired by the Licensee on the terms and conditions herein contained;

IV. **AND WHEREAS** the parties hereto are desirous of entering into a licence agreement on the basis herein set forth.

NOW, THEREFORE, in consideration of the covenants contained in this Agreement, the parties agree as follows:

1.0 DEFINITIONS

1. Canada's Data means any and all Data, the Intellectual Property Rights of which vest with Canada.
2. Data means any digital data, meta-data, or documentation subject to the terms and conditions of this Agreement.
3. Derivative Products means any product, system, sub-system, device, component, material or software that incorporates or uses any part of the Data.
4. Intellectual Property Rights means any intellectual property right recognised by law, including any intellectual property right protected through legislation, such as that governing, but not limited to, copyright and patents.

2.0 LICENCE GRANT

1. Subject to this Agreement, Canada hereby grants to the Licensee a non-exclusive, fully paid, royalty-free right and licence to exercise all Intellectual Property Rights in the Data. This includes the right to use, incorporate, sublicense (with further right of sublicensing), modify, improve, further develop, and distribute the Data; and to manufacture and / or distribute Derivative Products.
2. The Intellectual Property Rights arising from any modification, improvement, development or translation of the Data, or from the manufacture of Derivative Products, effected by or for the Licensee, shall vest in the Licensee or in such person as the Licensee shall decide.

3.0 PROTECTION AND ACKNOWLEDGEMENT OF SOURCE

1. Use of the Data shall not be construed as an endorsement by Canada of any Derivative Products. The Licensee shall identify the source of the Data, in the following manner, where any of the Data are redistributed, or contained within Derivative Products:

"© Department of Natural Resources Canada. All rights reserved."

4.0 WARRANTY, LIABILITY, INDEMNITY

1. Canada makes no representation or warranty of any kind with respect to the accuracy, usefulness, novelty, validity, scope, completeness or currency of the Data and expressly disclaims any implied warranty of merchantability or fitness for a particular purpose of the Data. Canada does not ensure or warrant compatibility with past, current or future versions of any browser to access the site's Data.
2. The Licensee shall have no recourse against Canada, whether by way of any suit or action, for any loss, liability, damage or cost that the Licensee may suffer or incur at any time, by reason of the Licensee's possession or use of the Data.
3. The Licensee shall indemnify Canada and its officers, employees, agents and contractors from all claims alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of the Licensee's possession or use of the Data.
4. The Licensee shall license all persons or parties who obtain Data or Derivative Products from the Licensee the right to use the Data or Derivative Products by way of a license agreement, and that agreement shall impose upon these persons or parties the same terms and conditions as those contained in section 4.0 of this Agreement.
5. The Licensee's liability to indemnify Canada under this Agreement shall not affect or prejudice Canada from exercising any other rights under law.

5.0 TERM

1. This Agreement is effective as of the date and time of acceptance (Eastern Time) and shall remain in effect for a period of one (1) year, subject to subsection 5.2 and section 6.0 below.
2. At the end of the first term, this Agreement shall automatically be extended for successive one (1) year terms, subject to section 6.0 below.

6.0 TERMINATION

1. Notwithstanding section 5.0, this Agreement shall terminate:
 - i automatically and without notice, if the Licensee commits or permits a breach of any of its covenants or obligations under this Agreement;
 - ii upon written notice of termination by the Licensee at any time, and such termination shall take effect thirty (30) days after the receipt by Canada of such notice; or
 - iii upon mutual agreement of the parties.
2. Upon the termination for whatever reason of this Agreement, the Licensee's obligations under section 4.0 shall survive; and the Licensee's rights under section 2.0 shall immediately cease.
3. Upon the termination for whatever reason of this Agreement, the Licensee shall delete or destroy all Data acquired under this Agreement immediately or within a reasonable timeframe where the

Data is required to complete orders of Derivative Products made before the termination date of this Agreement.

7.0 GENERAL

1. Applicable Law

This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of Ontario and Canada as applicable. The parties hereto attorn to the jurisdiction of the Superior Court of the Province of Ontario.

2. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to its subject matter. This Agreement may only be amended in writing, signed by both parties, which expressly states the intention to amend this Agreement.

3. Dispute Resolution

If a dispute arises concerning this Agreement, the parties shall attempt to resolve the matter by negotiation.

ACCORD DE LICENCE

ACCORD DE LICENCE D'UTILISATION SANS RESTRICTION DE DONNÉES NUMÉRIQUES DE GÉOGRATIS

CE DOCUMENT constitue une entente légale entre vous (ci-après le " Détenteur de licence ") et SA MAJESTÉ LA REINE DU CHEF DU CANADA (ci-après le " Canada "), représentée par le Ministre des Ressources naturelles du Canada. **EN ATTEIGNANT, TÉLÉCHARGEANT, IMPRIMANT OU UTILISANT LES DONNÉES, L'INFORMATION OU LE MATÉRIEL FOURNIS OU ACCESSIBLES SELON CETTE ENTENTE, VOUS VOUS ENGAGEZ À RESPECTER LES MODALITÉS DE CET ACCORD. SI VOUS ÊTES EN DÉSACCORD AVEC CES MODALITÉS, VOUS DEVEZ IMMÉDIATEMENT ÉLIMINER TOUTE COPIE DE CES DONNÉES, INFORMATION, MATÉRIEL ET PRODUITS DÉRIVÉS.**

- I. **ATTENDU QUE** le Canada détient les droits de propriété sur les données (les " Données ") accessibles aux termes des modalités de cet Accord;
- II. **ATTENDU QUE** le Détenteur de licence désire obtenir certains droits sur les Données, sous réserve des modalités énoncées ci-après;
- III. **ATTENDU QUE** le Canada déclare avoir la pleine autorité pour accorder les droits demandés par le Détenteur de licence, sous réserve des modalités énoncées ci-après;
- IV. **ET ATTENDU QUE** les parties veulent en venir à une entente d'utilisation à partir de ce qui suit.
- V. **À CES CAUSES**, en considérant les conventions contenues dans cet Accord, les parties conviennent de ce qui suit :

1.0 DÉFINITIONS

1. Données du Canada signifie toute Donnée dont le Canada détient le droit de propriété.
2. Données signifie toute donnée numérique, métadonnée ou documentation visée par les modalités de cet Accord.
3. Produits dérivés signifie tout produit, système, sous-système, appareil, composant, matériel ou logiciel qui comprend ou utilise toute partie des Données.
4. Droits de propriété intellectuelle signifie tout droit de propriété intellectuelle reconnu par la loi, y compris tout droit de propriété intellectuelle protégé par une législation telle que celle qui régit, sans être limitée à, les droits d'auteur et les brevets.

2.0 CESSION D'UNE LICENCE

1. 2.1 Sous réserve des modalités du présent Accord, le Canada octroie au Détenteur de licence une licence non exclusive, sans frais ni redevances exigibles, et le droit d'exercer tous les Droits de propriété intellectuelle sur les Données. Ceci comprend le droit d'utiliser, incorporer, accorder des licences d'utilisation (avec droit subséquent d'accorder des licences d'utilisation), modifier, améliorer, développer et distribuer les Données; et de fabriquer ou distribuer des Produits dérivés.
2. Les Droits de propriété intellectuelle découlant de toute modification, amélioration, développement ou traduction des Données, ou de la fabrication de Produits dérivés, effectués par ou pour le Détenteur de licence seront détenus par le Détenteur de licence ou tout substitut identifié par le Détenteur de licence.

3.0 PROTECTION ET IDENTIFICATION DE LA SOURCE

1. L'utilisation des Données ne constitue en aucune façon une reconnaissance par le Canada d'un Produit dérivé. Le Détenteur doit identifier la source de données, de la façon suivante, lorsque toute partie des Données est redistribuée ou comprise dans un Produit dérivé :
© Le ministère des Ressources naturelles Canada. Tous droits réservés.

4.0 GARANTIE, EXCLUSION ET INDEMNISATION

1. Le Canada ne fait aucune représentation ou garantie, expresse ou tacite, découlant de la loi ou d'autres sources, en ce qui concerne entre autres l'exactitude, l'utilité, la nouveauté, la validité, l'étendue, l'intégralité ou l'actualité des Données et rejette expressément toute garantie implicite de qualité loyale et marchande ou l'à propos à une fin particulière des Données. Le Canada n'assure ni ne garantit la compatibilité du site qui contient les Données avec les versions antérieures, actuelles et futures de n'importe quel fureteur.
2. Le Canada ne peut être tenu responsable par le Détenteur de licence en ce qui a trait à toute réclamation, revendication ou action en justice, quelle qu'en soit la cause, concernant toute perte ou tout préjudice ou dommage ou frais, direct ou indirect, qui pourrait résulter de la possession ou de l'utilisation des Données par le Détenteur de licence.
3. Le Détenteur de licence tiendra le Canada et ses représentants, employés, agents et exécutants, indemnes et à couvert à l'égard de toute réclamation, revendication ou action en justice, quelle qu'en soit la cause, alléguant toute perte, tout frais, toute dépense, tout dommage ou toute blessure (y compris toute blessure mortelle) qui pourrait résulter de la possession ou de l'utilisation des Données par le Détenteur de licence.
4. Le Détenteur de licence devra accorder des licences d'utilisation à toute personne ou partie qui obtient les Données ou des Produits dérivés au moyen d'un accord de licence, et cet accord devra imposer à ces personnes ou parties les mêmes modalités que celles qui sont énoncées dans la section 4.0 de cet Accord.
5. L'obligation du Détenteur de licence d'indemniser le Canada selon cet Accord ne peut affecter ni empêcher le Canada d'exercer tout autre droit selon la loi.

5.0 DURÉE

1. Cet Accord entre en vigueur à partir de la date et de l'heure d'acceptation des modalités de l'Accord (Heure de l'Est) et restera en vigueur pour une période d'un (1) an, en vertu de la sous-section 5.2 et de la section 6.0 qui suivent.
2. À la fin du premier terme, cet Accord sera automatiquement renouvelé pour des termes successifs d'un (1) an, en vertu de la section 6.0 qui suit.

6.0 RÉSILIATION

1. 6.1 Nonobstant la section 5.0, cet Accord peut être résilié :
 - i. automatiquement et sans préavis, si le Détenteur de licence manque à ses engagements ou obligations selon cet Accord;
 - ii. par un préavis écrit de résiliation émis par le Détenteur de licence, en tout temps, et cette résiliation prendra effet trente (30) jours suivant la réception d'un tel préavis par le Canada; ou
 - iii. par consentement mutuel des parties.

2. Lors de la résiliation de cet Accord, pour quelque raison que ce soit, les obligations qui incombent au Détenteur de licence en vertu de la section 4.0 continueront de s'appliquer et les droits du Détenteur de licence en vertu de la section 2.0 cesseront immédiatement.
3. Lors de la résiliation de cet Accord, pour quelque raison que ce soit, le Détenteur de licence devra immédiatement effacer ou détruire toutes les Données obtenues en vertu de cet Accord, ou à l'intérieur d'un délai raisonnable lorsque les Données sont nécessaires pour terminer la livraison de Produits dérivés commandés avant la résiliation de cet Accord.

7.0 GÉNÉRAL

1. Lois d'application

Le présent Accord est régi et interprété en vertu des lois en vigueur dans la province de l'Ontario. Les parties acceptent de tomber sous la juridiction de la Cour supérieure de la Province de l'Ontario.

2. Totalité de l'Accord

Le présent Accord constitue l'intégralité de l'entente conclue entre les parties relativement à l'objet du présent Accord. Toute modification à cet Accord ne peut être que par écrit, doit porter la signature de chaque partie et exprimer clairement l'intention de modifier cet Accord.

3. Solution des litiges

Si un litige survient à propos de cet Accord, les parties tenteront de le résoudre par des négociations de bonne foi.