



**MINISTRY OF HOUSING AND LANDS**

**SALE AGREEMENT CONTRACT**

**1. IMPORTANT, PLEASE READ THIS FIRST. THIS IS A SALE AGREEMENT.**

The Government of Mauritius, represented by ..... (*Principal Assistant Secretary*) duly authorised by the Minister of Housing and Lands, is willing to sell the following digital maps/aerial imagery on CD/DVD only upon the condition that you accept all of the terms contained in this Sale Agreement Contract hereinafter referred to as "Sale Agreement"

.....  
The Government of Mauritius is the copyright owner of the above maps.

IF YOU ACCEPT THE TERMS AND CONDITIONS OF THIS SALE AGREEMENT YOU ARE CONSENTING TO BE BOUND BY ALL THE TERMS OF THE CONTRACT SET FORTH HEREIN.

**COPYING OF THIS CD/DVD AND ITS CONTENTS i.e. DIGITAL MAPS/AERIAL IMAGERY EXCEPT AS PERMITTED BY THE GOVERNMENT IS COPYRIGHT INFRINGEMENT UNDER THE COPYRIGHT ACT OF MAURITIUS. IF YOU COPY THIS DIGITAL MAP/AERIAL IMAGERY WITHOUT PERMISSION OF THE GOVERNMENT, YOU ARE VIOLATING THE LAW. YOU MAY BE LIABLE TO THE GOVERNMENT OF MAURITIUS FOR DAMAGES, AND YOU MAY BE SUBJECT TO CRIMINAL PENALTIES.**

**Back-Up Copy:** Regardless of which editions of digital maps/aerial imagery you have acquired, this Sale Agreement permits you to make only one archival (back-up) copy of it. Such archival copy may not be used on another computer, unless such computer is a partitioned drive of a server to which only the authorized user has access. In any event, the archival copy may not be used as long as copy of the maps/aerial imagery bought from the Government of Mauritius is in use on any computer.

**Upgrades to latest editions:** If new editions of copies of digital maps/aerial imagery that you have previously acquired are available at the Ministry of Housing and Lands, you can buy a copy of any new edition upon returning to the Ministry the copy of the old edition and upon payment of a nominal fee covering the revision cost, handling charge and cost of CD/DVD. The copies already installed on your hard disk drive must be deleted. The Ministry reserves the right to require you to show satisfactory proofs that previous copies have been destroyed. If the old copies have been discovered not to have been destroyed, the Ministry reserves the right, without prejudice to any action which the Government may think fit to enter, to charge you, and you shall pay the difference in price between the nominal fee and the retail price of this new edition.

**2. RESTRICTIONS:**

**THE CD/DVD SHALL NOT BE TRANSFERRED TO ANOTHER PARTY, IN OR OUTSIDE MAURITIUS REGARDLESS OF WHETHER SUCH TRANSFER IS ACCOMPLISHED BY PHYSICAL OR ELECTRONIC MEANS**

**You shall not:**

1. distribute, rent, loan, lease, sell, sublicense or otherwise transfer all or part of the digital data contained in the CD/DVD to any other person..
2. remove, alter or obscure any proprietary notices, labels or marks from the CD/DVD and its contents.
3. modify, translate, adapt, arrange or create derivative works based on the maps/aerial imagery in digital form for any commercial purpose.

**3. COPYRIGHT**

Title and copyright to the contents of the CD/DVD, and any authorised copies made by you remain with the Government of Mauritius with custodial responsibility vested in the Ministry of Housing and Lands. Unauthorized copying of the CD/DVD, or failure to comply with the above restrictions, will result in automatic termination of this Sale Agreement.

**4. DEFECTIVE MEDIA**

The Government's entire liability and your exclusive remedy made in this Sale Agreement will be, at the Government's option, to attempt to correct or work around errors, to replace the defective media. This remedy is subject to the return of the defective media, with a copy of your receipt to the Ministry of Housing and Lands within thirty (30) days from the date of its delivery to you, failing which the Government shall not be liable to you in any manner whatsoever.

**5. DISCLAIMER**

THE DIGITAL MAPS/AERIAL IMAGERY CONTAINED IN THE CD/DVD ARE DESTINED FOR USE IN ANY COMPUTER-AIDED DESIGN SOFTWARE AND OTHER TECHNICAL SOFTWARE WHICH ARE INTENDED TO TRAINED PROFESSIONALS. THE PRODUCT HAS NOT BEEN TESTED IN ALL SITUATIONS UNDER WHICH IT MAY BE USED. THE GOVERNMENT SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER FOR THE RESULTS OBTAINED THROUGH THE USE OF THE PRODUCT IN INCOMPATIBLE SOFTWARE. PERSONS USING THE PRODUCT ARE RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT AND CONTROL.

**6. LIMITATION OF LIABILITY**

IN NO EVENT WILL THE GOVERNMENT BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND, INCLUDING LOSS OF DATA, COST OF COVER OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT.

The Government shall have no responsibility or liability whatsoever arising from loss or theft of the product. Specifically, the Government shall not be obligated to replace any lost or stolen copy. You are solely responsible for safeguarding the product of the CD/DVD from loss or theft and protecting your investment through insurance or otherwise.

**7. LANGUAGES**

If you purchase this product you agree to the following: The parties hereto accept that the names, other annotations and footnotes contained in the digital data have been and shall be written in the English language.

**8. GENERAL**

This Sale Agreement shall be governed by the laws of the State of Mauritius.

**9. ACCEPTANCE**

I/We, the undersigned, having read carefully the above, hereby abide to the terms and conditions of this **Sale Agreement Contract**. The following is being purchased from the Government of Mauritius as represented above:

Area covered: Digital Maps / Aerial Imagery									
CD/DVD No:	No. of tiles:	Output Scale:							
Receipt No:		Format:	<table border="1"> <tr> <td><i>DWG</i></td> <td><i>DXF</i></td> <td><i>ECW</i></td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	<i>DWG</i>	<i>DXF</i>	<i>ECW</i>			
<i>DWG</i>	<i>DXF</i>	<i>ECW</i>							

**Particulars of purchaser**

Surname:
Other Name(s):
Organisation Name:
Address:
Telephone
Telefax
E-mail

Government of Mauritius represented by
Ministry of Housing and Lands,
Ebene Tower, Cyber City
Ebene
Mauritius.
Telephone: 4016808
Telefax : (230)4546507
E-Mail : mhlcarto@intnet.mu

.....  
*Signature of Purchaser.*

.....  
*Signature of Authorised Officer.*  
*(Ministry of Housing and Lands)*

Date: .....

Date: .....