

Licence Agreement

CMG⁺ Directory

This is a licence agreement between the employer on whose behalf you act or you if you are not acting on behalf of an employer (referred to as “**you**” in either case) as licensee and the Canadian Institute for Health Information (“**CIHI**”) as licensor. It relates to your use of the CMG⁺ Directory and related information, together with any updates and new versions as made available to you by CIHI, and, if applicable, the earlier versions obtained by you (collectively referred to as the “**Licensed Products**”).

THE LICENSED PRODUCTS ARE PROVIDED ON THE TERMS SET OUT BELOW. IF YOU DO NOT OR CANNOT AGREE TO THESE TERMS, YOU MAY NOT USE THE LICENSED PRODUCTS IN ANY MANNER.

Terms of Use of the Licensed Products

1. Limited Licence

- a. CIHI grants you a non-exclusive and non-assignable licence to use the Licensed Products in Canada during the term of this agreement only for (1) reference purposes related to your collection and analysis of medical records information, and (2) internal education and research.
- b. You may not make any commercial use of the Licensed Products, or sub-license or otherwise distribute them, without CIHI’s prior, express, written authorization. You also may not modify or prepare derivative works of the Licensed Products without CIHI’s prior, express, written authorization.

2. Intellectual Property Rights and Ownership

- a. The intellectual property rights in the Licensed Products do not belong to you and you may do no more than is expressly permitted by this licence.
- b. You acknowledge the existence of trademarks on and copyrights in the Licensed Products and CIHI’s ownership, and that of its licensors where applicable, of those trademarks and copyrights. This provision survives termination of this agreement.

3. Copies

- a. Subject to subsection 3(c) below, you may make as many copies of the Licensed Products as you reasonably require.
- b. Subject to subsection 3(c) below, you may authorize another party, such as a print shop, to make copies of the Licensed Products on your behalf.
- c. Any acknowledgement, copyright or other proprietary rights notice included within the Licensed Products may not be altered, covered or removed.

4. No Warranty; Limitation of Liability; Indemnification

- a. THE LICENSED PRODUCTS ARE LICENSED TO YOU "AS IS", WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION AS TO THE ACCURACY, COMPLETENESS, OR CURRENCY OF THE LICENSED PRODUCTS, NON-INFRINGEMENT, OR THAT THE LICENSED PRODUCTS WILL MEET YOUR REQUIREMENTS. THE ENTIRE RISK AS TO THE USE OF THE LICENSED PRODUCTS IS ASSUMED BY YOU. This provision survives termination of this agreement.
- b. CIHI IS NOT LIABLE FOR LOSSES OF ANY KIND RESULTING FROM YOUR USE OF THE LICENSED PRODUCTS. This provision survives termination of this agreement.
- c. YOU WILL INDEMNIFY CIHI AGAINST ANY LOSSES ARISING OUT OF YOUR USE OF THE LICENSED PRODUCTS. This provision survives termination of this agreement.

5. Licence Fee Payment

You will pay CIHI any licence fees applicable for the Licensed Products as directed by CIHI.

6. Licence Termination

- a. This agreement comes into effect upon your first use of the Licensed Products and continues until either you or CIHI terminates the agreement in accordance with the following provision.
- b. Either you or CIHI may terminate this agreement upon delivery of written notice to the other party.
- c. Immediately upon termination of this agreement, you will cease all use of the Licensed Products and permanently delete or destroy all copies, including without limitation any partial copies, of the Licensed Products in your possession or control.

7. Miscellaneous

- a. This agreement contains the entire agreement between you and CIHI with respect to your use of the Licensed Products and may not be assigned, modified, or amended, except by written agreement of the parties. It supersedes all prior agreements, negotiations, and representations.
- b. Any waiver of any right under this agreement is only effective if in writing.
- c. You may not assign this agreement or any right or obligation under this agreement without the written consent of CIHI.
- d. This agreement is governed by and to be construed in accordance with the laws in force in the Province of Ontario.

End of agreement