

# Licence Agreement

## HIG Client Tables

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 Health Based Allocation Model (HBAM) Inpatient Group (HIG) Client Tables 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. Subject to the restrictions below, CIHI grants you a non-exclusive and non-assignable licence to use the Licensed Products in Ontario in support of Ontario’s health care system only (1) to enhance your own data, (2) for your own internal reporting purposes, (3) for your own internal analysis, and (4) for your own non-commercial research.
- b. You will not:
  - i. make any commercial use of the Licensed Products;
  - ii. provide others with access to the Licensed Products or to anything that includes or links to any content from the Licensed Products, or sub-license, convey, sell, distribute, or otherwise share the Licensed Products or anything that includes or links to any content from the Licensed Products without CIHI’s prior, express, written authorization;
  - iii. use the Licensed Products to develop software that will be used for the collection or submission of data;
  - iv. use the Licensed Products to support or update software that will be used for the collection or submission of data if you (or a contractor hired by you for this purpose) developed such software;
  - v. use the Licensed Products if you are affiliated with, under contract with, or funded by a commercial organization for the purposes of your research;

- vi. conduct any market research;
- vii. publish the Licensed Products or anything that includes or links to any content from the Licensed Products; or
- viii. modify or prepare derivative works of the Licensed Products without CIHI's prior, express, written authorization. For greater certainty, this includes a prohibition on using the Licensed Products to develop your own grouper.

## **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 agreement.
- b. You will not alter, cover or remove any acknowledgement, copyright or other proprietary rights notice placed by CIHI or a third party on the Licensed Products, and you will include any such acknowledgement, copyright or other proprietary rights notice in any reproductions of all or part of the Licensed Products.
- c. You acknowledge CIHI's ownership, and that of its licensors as applicable, of the intellectual property rights in the Licensed Products. You will not take any action that may jeopardize those intellectual property rights in the Licensed Products. If you become aware of any infringement of the intellectual property rights in the Licensed Products, you will promptly notify CIHI and use commercially reasonable efforts to help CIHI, and its licensors as applicable, protect those rights.

## **3. Copies**

- a. Subject to subsection 2(b) above, you may make as many copies of the Licensed Products as you reasonably require.
- b. Subject to subsection 2(b) above, you may authorize another party, such as a print shop, to make copies of the Licensed Products solely on your behalf.

## **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 NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE LICENSED PRODUCTS ARE ACCURATE, COMPLETE, CURRENT, OR WILL MEET YOUR REQUIREMENTS. THE ENTIRE RISK AS TO THE USE OF THE LICENSED PRODUCTS IS ASSUMED BY YOU.

- b. IN NO EVENT WILL CIHI BE LIABLE FOR ANY DIRECT OR INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES WHATSOEVER, THAT MAY ARISE OUT OF OR IN CONNECTION WITH YOUR USE OF THE LICENSED PRODUCTS, WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT (INCLUDING FUNDAMENTAL BREACH), COMMON LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.
- c. YOU WILL INDEMNIFY CIHI AGAINST ANY AND ALL CLAIMS (INCLUDING THIRD PARTY CLAIMS), LOSSES, DAMAGES, DEMANDS, SUITS, ACTIONS, CAUSES OF ACTION, LIABILITY, COSTS AND EXPENSES INCLUDING LEGAL FEES AND DISBURSEMENTS AND COURT COSTS, OF ANY KIND WHATSOEVER ARISING OUT OF YOUR USE OF THE LICENSED PRODUCTS.

## **5. 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, power, or control.

## **6. Breach**

You will immediately notify CIHI of any breach or potential breach of this agreement, and you will take all steps necessary to address and remedy the breach in consultation with CIHI. Breach of this agreement may result in consequences that include but are not limited to termination of this agreement.

## **7. Miscellaneous**

- a. This agreement contains the entire agreement between you and CIHI with respect to your use of the Licensed Products. It supersedes all prior agreements, negotiations, and representations with respect to this subject matter.
- b. CIHI may amend this agreement in its sole discretion from time to time upon providing you with written notice.
- c. CIHI's failure or delay to exercise a right or remedy or to enforce an obligation under this agreement does not preclude CIHI from exercising the right or remedy or enforcing the obligation later. No waiver of any term or condition of this agreement will be effective unless it is in writing and signed or otherwise issued by CIHI.

- d. You may not assign this agreement or any right or obligation under this agreement without CIHI's prior, express, written authorization.
- e. This agreement is governed by and to be construed in accordance with the laws in force in the Province of Ontario without regard to conflicts-of-laws principles. You agree that any disputes connected to this agreement are to be settled by the courts in Ottawa, Ontario, Canada.
- f. Sections 2, 4, and 6, and subsections 5(c), 7(a), 7(c), 7(d), and 7(e) will survive the termination of this agreement.

-- End of agreement --