

Section 3 – Discharge Abstract Database (DAD) Analytic File Access

DAD LICENCE

Licence Agreement for the Discharge Abstract Database (DAD) Research Analytic Files from the Canadian Institute for Health Information (CIHI)

Description of Product

1. The Discharge Abstract Database (DAD) Research Analytic Files referred to in this Agreement relate to research analytic files ('clinical and geographic') that are de-identified samples from CIHI's Discharge Abstract Database (sampled from fiscal years 2009-2010, 2010-2011, 2011-2012 and 2012-2013 contained in the Data Liberation Initiative (DLI) Collection (the "CIHI Files"). The Database (DAD) will now include samples from CIHI's Discharge Abstract Database sampled from fiscal year 2013-2014 and any future fiscal years that could be applicable.

Contact and Custodian

2. (1) The Licensee hereby nominates the DLI Contact as the contact person to whom all further communication shall be addressed by Statistics Canada or CIHI on any matter concerning this Agreement.

(2) The Licensee hereby nominates the DLI Contact as the designated custodian of the CIHI Files with responsibility for ensuring their proper use and custody pursuant to the terms of this Agreement.

Delivery of Product

3. Upon signature of this Agreement, Statistics Canada shall provide to the Licensee access to the CIHI Files and one copy of the related documentation.

Ownership

4. The CIHI Files and related documentation shall at all times be and remain the sole and exclusive property of CIHI, it being mutually agreed that this Agreement involves a limited licence for the use of the CIHI Files and related documentation and that nothing contained herein shall be deemed to convey any title or ownership interest in the CIHI Files or the related documentation to the Licensee.

Use of CIHI Files

- (1) Statistics Canada hereby grants to the Licensee a non-exclusive, non-assignable and non-transferable limited licence to use the CIHI Files and related documentation for statistical and research purposes. The CIHI Files and related documentation shall not be used for any other purposes without the prior written consent of CIHI.
- (2) Use of the CIHI Files and related documentation is limited to the Licensee. The CIHI Files and related documentation cannot be reproduced or transmitted to any person or organization outside of the Licensee's organization.
- (3) The Licensee shall not merge or link the records on the CIHI Files with any other databases for the purpose of attempting to identify an individual person, business or organization.
- (4) The Licensee shall not present information from the CIHI Files in such a manner that gives the appearance that the Licensee may have received, or had access to, information held by CIHI about any identifiable person, business or organization.
- (5) The Licensee shall not disassemble, decompile or in any way attempt to reverse engineer any software provided as part of the CIHI Files.

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No Warranty and No Liability

5. The CIHI Files are licenced ‘as-is,’ and CIHI makes no representation or warranties whatsoever with respect to the CIHI Files, whether express or implied, in relation to the CIHI Files and expressly disclaims any implied warranty or merchantability or fitness for a particular purpose of the CIHI Files.

The Canadian Institute for Health Information or any of its officials employees, agents, successors and Assigns shall not be liable for any errors or omissions in the CIHI Files and shall not, under any circumstances, be liable for any direct, indirect, special, incidental, consequential, or other loss injury, damage, however caused, that you may suffer at any time by reason of your possession, access to or use of the CIHI Files arising out of the exercise of your rights or the fulfilment of your obligations under this agreement.

Publication by the Licensee

6. In any publication of any information based on the CIHI Files, the Licensee shall use the following form of accreditation:

“Parts of this material are based on the Canadian Institute for Health Information Discharge Abstract Database Research Analytic Files (sampled from fiscal years 2009–2010 and 2010–2011). However the analysis, conclusions, opinions and statements expressed herein are those of the author(s) and not those of the Canadian Institute for Health Information.”

Condition of Use

7. Statistics Canada may modify this agreement at any time with respect to the Licensee’s right to use the CIHI Files and related documentation and such modifications shall be effective immediately upon posting of the modified agreement on the Statistics Canada Website.

Term

8. This Agreement comes into force when signed by both Parties and shall continue in force until terminated in accordance herewith.

Termination

9. (1) Statistics Canada may, by providing ten days written notice to the Licensee, terminate this Agreement if the Licensee fails to comply with any of the terms of this Agreement and to remedy such breach within the notice period.

(2) In the event of termination, the Licensee must immediately return the CIHI Files and related documentation to Statistics Canada, or destroy them and certify this destruction in writing to Statistics Canada.
10. Any notice to be given to Statistics Canada or the Licensee shall be in writing and sent by electronic mail.
11. Sections 4, 6 and 8 hereof survive the termination of this Agreement pursuant to Section 11.

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Amendment

12. No amendment to this Agreement shall be valid unless it is reduced to writing and signed by the Parties hereto.

Entire Agreement

13. This Agreement constitutes the entire agreement between Statistics Canada and the Licensee with respect to the Licensee's right to use the CIHI Files and related documentation.

Appropriate Law

14. This Agreement shall be governed and construed in accordance with the laws of the province of Ontario and the laws of Canada applicable therein. The parties hereby attorn to the exclusive jurisdiction of the Federal Court of Canada.

Affirmation

I acknowledge that I have read and understand the terms and conditions under which the data product(s) can be used and that the organization will abide by them.

Licence Administrator (please print)

Academic Institution

Date