

## **MICRODATA LICENCE AGREEMENT**

### **BETWEEN:**

MEMORIAL UNIVERSITY OF NEWFOUNDLAND, through its Division of Community Health, Faculty of Medicine, referred to herein as the "Owner";

### **AND:**

*(Name of Other Party),*

*(referred to herein as the "Licensee").*

WHEREAS the Memorial University of Newfoundland is the lawful owner of the Microdata to be licensed;

AND WHEREAS the Licensee wishes to use the licensed Microdata;

NOW THEREFORE the Parties agree as follows:

### **DEFINITION**

1. "Microdata file" means a non-identifiable data set containing characteristics pertaining to surveyed units as described in section 2.

### **DESCRIPTION OF PRODUCT**

2. (1) The Microdata files referred to in this Agreement relates to the Canadian Heart Health Database, 1986-92.
- (2) The Microdata files are being provided for statistical and research purposes and shall not be used for any other purposes without the prior written consent of the Owner.

### **CONTACT AND CUSTODIAN**

3. (1) The Licensee hereby nominates \_\_\_\_\_ as the contact person to whom all further communication shall be addressed by the Owner on any matter concerning this Agreement.
- (2) The contact person referred to in subsection (1) may only be changed upon written notice delivered to the Owner.
- (3) The Licensee hereby nominates \_\_\_\_\_ as the designated custodian of the Microdata files with responsibility for ensuring their proper use and custody pursuant to the terms of this Agreement.

#### **LICENCE AND HANDLING FEE**

4. The total cost for licencing and handling of the Microdata files referred to in section 2 shall be \$\_\_\_\_\_ to be paid by cheque or money order payable to the Canadian Heart Health Database Centre and sent to:

Canadian Heart Health Database Centre  
c/o Alison Edwards  
Faculty of Medicine  
Division of Community Health  
Memorial University of Newfoundland  
Prince Philip Drive  
St. John's, Newfoundland  
A1B 3V6

#### **DELIVERY OF PRODUCT**

5. (1) The Owner shall provide to the Licensee's contact person as soon as practically possible one copy of the Microdata files on the medium agreed to by the parties.
- (2) The Owner shall also provide to the Licensee such documentation related to the Microdata files provided pursuant hereto as is reasonably necessary for the use of the Microdata files.

#### **OWNERSHIP**

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

#### **LICENCE**

7. (1) The Owner hereby grants to the Licensee a non-exclusive, non-assignable and non-transferable licence to use the Microdata files and related documentation provided pursuant to Section 5 for statistical and research purposes.
- (2) No duplicates or copies of all or any part of the Microdata files shall be made by the Licensee except for backup purposes nor shall they be made accessible to any third party without written permission of the Owner.
- (3) The Licensee shall not match the records on the Microdata files to any other data files so as to re-identify the survey units on the files.

#### **REPRESENTATIONS AND WARRANTIES**

8. The Owner warrants the medium containing the Microdata files provided to the Licensee shall be free from defects in materials and workmanship for a period of 90 days from the date of receipt. The Owner's sole obligation and the Licensee's sole remedy with respect to the foregoing warranty shall be for the Owner to replace such defective media at no charge to the Licensee upon its return to the Owner. Except as stated herein, the Owner makes no representations or warranties, expressed or implied, as to merchantability, fitness for any particular purpose or otherwise with

respect to the Microdata files or the related software and documentation provided.

#### **PUBLICATION BY THE LICENSEE**

9. (1) In any publication of any information based on the Microdata files provided pursuant to this Agreement, the Licensee shall use the following form of accreditation:

"This analysis is based on the *Canadian Heart Health Database 1986-92*, which contains anonymized data collected in a coordinated series of Heart Health Surveys carried out in the ten Provinces of Canada between 1986 and 1992. The database was constructed by the Conference of Principal Investigators of Provincial Heart Health Programs from survey questions and clinical measures which were common to all surveys. All computations on these microdata were prepared by *(Name of user organization)* and the responsibility for the use and interpretation of these data is entirely that of the author(s)".

- (2) The Licensee shall provide to the Canadian Heart Health Database Centre a copy of published research or other results based on the use of the Microdata files.

#### **LIABILITY**

10. The Owner shall not be liable to the Licensee for any design, performance, other fault or inadequacy or unauthorized use of the Microdata files or related documentation provided pursuant hereto or for damages of any kind arising out of or in any way related to or connected with such fault, inadequacy or unauthorized use of the Microdata files.

#### **INDEMNIFICATION**

11. The Licensee shall at all times indemnify and save harmless the Owner and the Owner's officers, servants and agents from and against all claims, losses, damages, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, caused by, or in any way attributable to the use of the Microdata files and related documentation provided pursuant hereto.

#### **TERM**

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

#### **TERMINATION**

13. (1) The Owner may, by providing 10 days written notice to the Licensee, terminate this Agreement in the event the licensee fails to observe any of the terms and conditions of this Agreement.
- (2) The Owner may, by providing 10 days written notice to the Licensee, terminate this Agreement without cause.
- (3) Where this Agreement is terminated pursuant to subsections 13 (1) or 13(2) before the Licensee has been sent the Microdata file, the Owner shall refund to the Licensee the amount which it has received pursuant to section 4.
- (4) Where this Agreement is terminated pursuant to subsections 13(1) or 13(2) after the Licensee has been sent the Microdata file, the Licensee shall return the Microdata file and related documentation provided pursuant hereto, as well as any copies, to the Owner.
14. Any notice to be given to the Owner or the Licensee shall be sent by registered mail to:

*The Canadian Heart Health Database Centre  
c/o Associate Dean, Community Health  
Faculty of Medicine  
Dept. of Community Health  
Prince Philip Drive  
Memorial University of Newfoundland  
St. John's, Newfoundland  
A1B 3V6*

*(Address of the Licensee)*

15. Sections 10 and 11 hereof survive the termination of this Agreement pursuant to section 13.

**AMENDMENT**

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

**ENTIRE AGREEMENT**

17. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous negotiations, communications and other agreements unless they are incorporated by reference in this Agreement.

**APPROPRIATE LAW**

18. This Agreement shall be governed by and construed in accordance with the laws in force in \_\_\_\_\_ and any federal laws applicable thereto.

This Agreement has been executed on behalf of the Owner and the Licensee by:

**FOR THE OWNER:**

\_\_\_\_\_  
Witness                      Date                      Canadian Heart Health Database Centre, through  
Associate Dean, Community Health

**FOR THE LICENSEE:**

\_\_\_\_\_  
Witness                      Date                      (Name, Title, Organization)