

# LICENSING AGREEMENT

OrthoEvidence Inc.

AND

University of Calgary and University of Alberta, as represented by the Health Knowledge Network (HKN)

This Agreement is made as of 13, November, 2014, between OrthoEvidence, Inc. a corporation organized under the laws of the Province of Ontario and having as its principal office location at 3228 South Service Road, Suite 206, Burlington, Ontario, Canada, L7N 3H8 (referred to in this Agreement as "LICENSOR") and the University of Calgary and University of Alberta, as represented by the Health Knowledge Network (HKN) (referred to in this agreement as "LICENSEE").

## GRANT OF LICENCE

The LICENSOR gives and grants to the LICENSEE a non-exclusive, non-transferable, English-only, license to use the following:

(a) The OrthoEvidence website content (referred to in this agreement as "Content") including:

- Advanced Clinical Evidence (ACE) online synopses;
- Advanced Clinical Evidence (ACE) full online reports;
- Advanced Clinical Evidence (ACE) downloadable PDF reports;
- Highlight Evidence from Selected Conference Proceedings;
- Exclusive online author interviews;
- Online educational videos;
- Weekly OrthoEvidence newsletter; and
- Mobile Access;

And:

(b) Services (referred to in this agreement as "Services") including:

- Continuing Medical Education credits for online quizzes and activities
- Personal Member OrthoEvidence Dashboard
- Monthly OrthoIntelligence Usage Reports

Details of Content and Services found in Annex A

Use of the Content and Services is governed by the LICENSOR's website Terms of Use attached in Annex B.

Authorized users of the Content and Services include faculty, staff, researchers, and individuals who are employed as independent contractors of the Authorized Site's affiliated with the Authorized Site's locations listed in Annex C (the "Sites"). Access is also permitted to walk-in members of the general public at terminals within the library buildings.

Access to the Content and Services will be granted through IP authentication. IP addresses will be provided by the LICENSEE and registered on the LICENSOR'S system. Individual users accessing through IP will be able to open individual accounts on the LICENSOR'S website to take advantage of customizable features as well as joining the LICENSOR'S newsletter.

LICENSEE has established four (4) billing entities. Each entity will complete and sign its own license and pay its own license fee.

#### **TERM**

Access to OrthoEvidence will commence upon receipt of payment and continue until March 31, 2016 at which point the contract will expire.

#### **LICENSE FEE**

In consideration of the license granted by the LICENSOR and the copyright holder of the Content and Services, a license fee of \_\_\_\_\_ CAD will be applied to each participating site with the following exceptions: SHIRP will be treated as two sites, and the University of Alberta will pay a license fee of \_\_\_\_\_. During the term of this agreement, there will be no price increases and no limit on concurrent users. Thereafter, LICENSOR's standard terms will apply. SHIRP will continue to be treated as 2 sites with a standard license fee of \_\_\_\_\_ CAD.

#### **Standard Terms**

Per entity, the standard license fee of \_\_\_\_\_ CAD provides 3 concurrent seats. Additional seats may be purchased at a price of \_\_\_\_\_ per seat, which will not be prorated.

#### **OBLIGATIONS**

The LICENSOR will:

- a) Provide tracking and analytics data to HKN on a monthly basis
- b) Provide web training / demos for each entity

In consideration for the license to use the Content and Services provided herein, the LICENSEE will in return:

- (a) Market OrthoEvidence widely to the HKN sites through online and/or print newsletters, mailers, directed emails to members, and annual meetings; frequency of once per quarter or as discussed between LICENSOR and LICENSEE

- (b) Share analytics data and reports relating to OrthoEvidence related communications to HKN sites/users including open rates, click rates, etc.
- (c) Work with OrthoEvidence to ensure timely responses to issues that may arise in engaging and supporting users.

## **WARRANTIES**

LICENSOR represents and warrants that, to the best of its knowledge and belief, it is the owner of the entire right, title, and interest in and to the Content; that it has the right and power to grant the licenses granted herein; that there are no other agreements with any other party in conflict with such grant.

LICENSOR further represents and warrants that, to the best of its knowledge and belief, LICENSEE's contemplated use of the Content as represented to LICENSOR does not infringe any valid rights to any third party.

## **BREACH**

If LICENSEE fails to comply with any provisions of this agreement, LICENSOR may serve written notice of breach of LICENSEE and, unless such breach is fully cured within fifteen (15) days from the receipt of notice by LICENSEE, LICENSOR may thereupon, at its option, serve notice of cancellation on LICENSEE, whereupon this Agreement shall immediately terminate.

## **USE OF THE CONTENT**

This Agreement allows the LICENSEE to use the Content as outlined in this license agreement. This agreement does not include rights to the Content for additional projects.

## **TERMINATION**

Upon expiration or termination of this Agreement, LICENSEE shall thereafter immediately cease all further use of the CONTENT and SERVICES, and all rights granted to LICENSEE or its sub licensees under this Agreement shall forthwith terminate and immediately revert to LICENSOR.

## **MISCELLANEOUS**

**Assignment:** License conveyed hereunder by the LICENSOR shall not be assigned or granted in any manner conveyed to any third party by the LICENSEE without the consent in writing to the LICENSOR.

**Governing Law:** The laws of The Province of Ontario, Canada shall govern interpretation of this Agreement and all rights and liabilities arising hereunder.

**Unlawful:** If any provision of this Agreement shall be found unlawful or otherwise legally unenforceable, all other conditions and provisions of this Agreement shall remain in full force and effect.

This Agreement shall not be valid unless signed by both parties within 30 days of the date first set forth.

This Agreement represents the entire agreement between LICENSOR and LICENSEE with respect to the Content and Services provided hereunder. This Agreement, which supersedes all prior proposals, understandings and agreements for the Services herein, whether oral or in writing, may not be modified or amended except by an instrument in writing executed by both parties hereto.

**THE PARTIES HERETO AFFIX THEIR HANDS AND SEALS**


**OrthoEvidence Inc.**

**University of Alberta**

Per:


Per:

\_\_\_\_\_  
Jay Gilbert  
VP Strategy and Operations

  
\_\_\_\_\_  
G. Beasley  
Vice-Provost Chief Librarian

**University of Calgary**

Per:

  
\_\_\_\_\_  
for H. Thomas  
Hickerson

## **ANNEX A**

### **ACE Report**

- **Our Advanced Clinical Evidence (ACE) report provides a comprehensive summary and critical evaluation of the original journal article in an efficient and easy-to-read manner.**

### **Newsletter**

- **Have the OrthoEvidence newsletter sent to all of your members. The newsletter contains select, recently added ACE Reports from various orthopaedic sub-specialties.**

### **Clinical Research/Educational Videos**

- **Learn more about evidence-based medicine, clinical research and surgical techniques through our growing and customized video database.**

### **Author interviews and feedback**

- **Obtain access to exclusive content and interviews conducted with the authors of the original journal publication for an enriched learning experience.**

### **Annual Conference Proceedings**

- **High quality presentations or posters at major conferences in the field are converted to ACE reports and posted as 'breaking news'. These presentation reports often precede publications in the journal and therefore represent "early access" to best evidence.**

### **OrthoIntelligence™**

- **Receive a unique monthly report on general user trends and specific trends from your associations' members.**

### **Obtain and Track Continuing Medical Education (CME) credits**

- **The ability to obtain CME credits by reading and answering questions on a specific quantity of ACE Reports. Such data will be recorded and an online certificate will be provided.**

### **Mobile Access**

- **Mobile, point of care access compatible with apple and android products.**

## ANNEX B

### **TERMS AND CONDITIONS**

#### **WEB SITE TERMS OF USE**

All use of this web site is subject to the following terms and conditions as well as the terms set out in our Privacy Policy (attached below). Your use of this website constitutes your agreement to be bound by these terms. These terms may change from time to time without notice. We recommend that you read these terms and conditions regularly. If you do not agree with the following terms and conditions, please do not access this web site.

#### **DISCLAIMER**

The materials provided on this site are for informational purposes only. Although we make reasonable efforts to ensure that the materials contained on this site are accurate, we do not warrant or guarantee: (a) the accuracy, currency or completeness of the materials; (b) that the site will be available without interruption, error or omission; (c) that defects will be corrected; or (d) that the website and the server(s) that make it available are free from viruses or harmful components. The website and the materials provided on the website are provided "as is" and "as available" without representations, warranties or conditions of any kind, either expressed or implied. You expressly agree that your use of this site is at your sole risk.

These materials do NOT constitute medical advice or other professional advice and you may not rely on the contents of this web site as such. Doing so without seeking the advice of a qualified medical professional constitutes a misuse of the information.

The materials provided on this site are intended for medical professionals for the purpose of supporting evidence-based decision making, by providing links to published research reports about the diagnosis, treatment, prediction and prognosis, etiology, and economics of orthopaedic conditions. However, "evidence does not make decisions". Clinicians making decisions about the care of their patients must take into account the limitations of evidence from research as well as the unique nature of their patients' circumstances and wishes. Readers should also be aware that professionals in the field may have different opinions. Because of this fact and also because of regular advances in medical research, we strongly recommend that readers independently verify any information they choose to rely on. Ultimately it is the readers' responsibility to make their own professional judgments. OrthoEvidence Inc., its employees, directors and agents will have no liability for any damage arising from misuse of any information on this web site, including, but not limited to direct, indirect, incidental, punitive, and consequential damages. The contents of this web site do not necessarily represent the opinions of OrthoEvidence Inc. The description or reference to a product or publication does not imply endorsement of that product or publication by OrthoEvidence Inc.

#### **ACCOUNTS AND PASSWORDS**

Each registered user of this web site is provided with a personal account, including a login name and password. Personal accounts may not be shared. As a registered user, you are responsible for maintaining the confidentiality of your login name and password and for restricting access to your computer. You agree to accept responsibility for all activities and charges that are incurred by your account. OrthoEvidence Inc. reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion. If you register to this web site as a student, resident or trainee for a reduced subscription fee, you may be required to submit documentary proof of your status upon request and you hereby authorize OrthoEvidence Inc. to make inquiries to verify same with the identified institution(s).

## **INTELLECTUAL PROPERTY**

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OrthoEvidence Inc. acknowledges and appreciates links to this website. However, all hyperlinks should be directly to the homepage at [www.myorthoevidence.com](http://www.myorthoevidence.com). Linking directly to other pages within the site or framing content on the site is prohibited without prior written consent.

## **LINKS TO THIRD PARTY SITES**

This web site has been designed to be a resource for information on matters that might be of interest to medical professionals. As a result, there are links throughout the website to third party sites. These links are provided for convenience only, and do not mean that OrthoEvidence Inc. endorses or recommends the information contained in linked websites, or guarantees its accuracy, timeliness or fitness for a particular purpose. OrthoEvidence Inc. takes no responsibility for the content or practices of third party sites.

## **USER-GENERATED MATERIAL & USER CONDUCT**

For all material that you upload or post on the web site, you hereby grant OrthoEvidence Inc. a non-exclusive, limited, royalty-free, worldwide and perpetual license to use, publicly display, reproduce and distribute this material via the web site at [www.myorthoevidence.com](http://www.myorthoevidence.com). This license does not grant OrthoEvidence Inc. the right to reproduce or otherwise distribute such material in any other media. You must not use the website in any way that causes or is likely to cause the website or access to it to be interrupted, damaged or impaired in any way. You must use the website for lawful purposes only. You must not use the website for any of the following:

- for fraudulent purposes in connection with a criminal offence or otherwise unlawful activity;
- to send, use or re-use any material that is illegal, offensive, abusive, indecent, defamatory, obscene or menacing; or in breach of copyright, trademark, confidence, privacy or any other right; or is otherwise injurious to third parties; or objectionable; or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any spam; or
- to cause annoyance, inconvenience or needless anxiety.

OrthoEvidence Inc. reserves the right to remove: (a) any material uploaded or posted on the web site, for any reason, including material which in its sole judgment violates any of these terms and conditions, threatens the privacy or security of any person or entity or is otherwise considered inappropriate for any reason. You shall indemnify OrthoEvidence Inc. from any and all actions or losses whatsoever which it may bear as a result of the use and reproduction any material uploaded or posted by you to the web site, including without limitation, claims based on copyright, trade-marks, trade secrets, defamation or invasion of privacy.

## **EMAIL COMMUNICATION**

We e-mail users of the website who have member accounts. By opening an account with OrthoEvidence, you consent to receiving our newsletters, and will have the option to unsubscribe or update your e-mail newsletter preferences at any time.

## **DISCLAIMER OF LIABILITY**

OrthoEvidence Inc. uses all reasonable skill and care in the operation of the web site. However, under no circumstances whatsoever is OrthoEvidence Inc. liable to you for any damages or lost profits arising from the posting or use of any material provided on this web site including, without limitation, claims based on copyright, trade secrets, defamation or invasion of privacy. In no event will the total liability of OrthoEvidence Inc. for all damages, losses and causes of action (whether in contract, tort or otherwise) exceed the amount specifically paid to it by the affected Registered User(s).

## **GENERAL**

These terms and conditions shall be governed and construed in accordance with the laws of Canada, whose courts shall have exclusive jurisdiction. Any dispute relating in any way to your visit to this web site or to services you purchase through this web site shall be submitted to confidential arbitration in Ontario, Canada, except that, to the extent you have in any manner violated or threatened to violate its intellectual property rights, OrthoEvidence Inc. may seek injunctive or other appropriate relief in provincial or federal court in the province of Ontario, Canada, and you consent to the exclusive jurisdiction and venue of such courts.

## **TERMINATION**

You may cancel your subscription to this web site at any time by sending notice of your cancellation by email to [info@myorthoEvidence.com](mailto:info@myorthoEvidence.com) with "Subscriptions" in the subject line or by regular post to: OrthoEvidence Inc., Attn: Subscriptions 3228 South Service Road, Suite 206 Burlington, Ontario, Canada L7N 3H8

We do not issue refunds for unused portions of your subscription period or any automatic renewal thereof.

## **FEEDBACK**

We welcome your feedback. If you have questions or comments about this web site, the web site terms of use or the privacy policy, please contact us at [info@myorthoEvidence.com](mailto:info@myorthoEvidence.com). **DISCLOSURE**  
OrthoEvidence is a for profit, non-industry funded knowledge dissemination tool that was launched on October 1st, 2011. The individuals responsible for the website have no conflicts of interests to report.

## **PRIVACY POLICY**

OrthoEvidence Inc. is committed to protecting your privacy. This policy outlines how we handle your personal information to protect your privacy.

## **PERSONAL INFORMATION**

Personal information is defined as information about an identifiable individual, but does not include the name, title or business address or telephone number of an employee of an organization. In other words, it does not include the information that one expects to find on a business card.



## **PROMISE**

Our commitment to your confidentiality is most simply expressed by our promise to you that, unless required by law: a. we will never give, share, sell, trade, loan, rent or disclose any personally identifiable information about you without your express permission; b. we will protect every credit card transaction made on our web site; and c. we will promptly remove your contact information from our promotional mail and email lists upon request.

## **USE OF PERSONAL INFORMATION**

We use your personal information to process your orders and, where applicable, to issue invoices and maintain our database of registered users. In addition, if you apply for a position with OrthoEvidence Inc., we will use your personal information to assess your candidacy. Lastly, we may use your contact information (name, e-mail and postal address, if provided) so that we may communicate with you about our services and topics of interest. OrthoEvidence Inc. may use your organization affiliation to provide customized service to you, process your registration, and for our internal monitoring of traffic patterns.

## **SAFEGUARDS**

OrthoEvidence Inc. uses various safeguards to ensure that your personal information is protected against loss, theft, misuse, unauthorized access, disclosure, copying or alteration. These include: security of our physical premises; security software and firewalls to prevent unauthorized computer access or "hacking"; and internal passwords that restrict access to our electronic files. We use only reputable third-party companies to maintain our electronic records and to store and destroy our paper files.

## **WEB SITE PRIVACY**

Like most other commercial websites, we may monitor traffic patterns, site usage and related site information to optimize your visit to our website. Our website server will automatically collect IP addresses. We may view the IP log from time to time, for example, to maintain the security of our website. We do not routinely link the IP addresses to other personally identifiable information. We know your time is valuable and you don't want to waste it. To help save you time, we use a special feature called a "cookie" to help us provide customizable services to our regular customers. Cookies are like mini-files that live on your hard drive and save your preferences so you do not have to re-enter the same information over and over again. Cookies do not damage your system or impair its functioning in any way. You can choose whether to accept cookies by changing the settings of your Internet browser. If you choose not to accept cookies, your experience on this web site may be diminished and some features may not work as intended.

## **EMAIL**

Email sent over the Internet is not secure and may be lost, intercepted, or altered. If you send personally identifiable information to us via email, we will not be liable if it is lost or intercepted, altered or misused by someone else. Instead, we encourage you to use the secure online contact form available on this web site.

## **ACCESS TO YOUR PERSONAL INFORMATION**

You have a right to challenge the accuracy and completeness of your personal information and to have it amended, as appropriate. You also have a right to request access to your personal information and receive an account of how that information has been used and disclosed, subject to certain exceptions prescribed

by law. For example, if the requested information would reveal personal information about another individual, your request for access may be limited or denied. To request access or to amend your personal information, please contact our Privacy Officer at the address below. OrthoEvidence Inc. will respond within thirty (30) days of receipt of your written request.

### **CHALLENGING COMPLIANCE**

OrthoEvidence Inc. will respond to inquiries about its policies and practices relating to its handling of your personal information. Inquiries should be directed to our Privacy Officer using the contact information below. We will investigate all complaints and will respond within 30 days of receipt of a written inquiry. If the complaint is found to be justified, we will take appropriate measures to resolve it, including, if necessary, amending this Policy and its procedures.

### **MODIFICATIONS**

The OrthoEvidence Inc. Privacy Policy may be modified at any time. Please check the policy regularly.

### **PRIVACY CONTACTS**

If you have any questions or complaints about this Policy or the handling of your personal information, if you wish to withdraw your consent to our use of your personal information, or to request access to or update any information we have on file, please contact our Privacy Officer by sending notice of your concerns by email to [info@myorthovidence.com](mailto:info@myorthovidence.com) with "Privacy" in the subject line or via regular post at: OrthoEvidence Inc., Attn: Privacy Officer 3228 South Service Road, Suite 206 Burlington, Ontario, Canada L7N 3H8.

## **ANNEX C**

### **Authorized Sites**

- 1. University of Calgary**
- 2. University of Alberta**
- 3. University of Manitoba**
- 4. Saskatchewan Health Information Resource Program (SHIRP)**
  - University of Saskatchewan**
  - University of Regina**
  - Saskatchewan Health**
  - Saskatchewan Polytechnic**
  - Regina Qu'Appelle Health Region**
  - Saskatoon Health Region**
  - All remaining health regions in Saskatchewan**
  - Saskatchewan health professionals covered under the Health Professions Act**