

## ONCOSIM USER AGREEMENT

This Terms of Use Agreement (“**TOUA**”) relates to the use of OncoSim hosted models (including the Human Papillomavirus Microsimulation Model) (the “**Model**”) and related documentation. The term “**Model**” shall include the Model and any upgrades, modified versions, or updates of the Model owned by the Canadian Partnership Against Cancer Corporation (the “**Partnership**”). OncoSim is a computer microsimulation model designed to make projections of the population health and economic impacts of cancer control programs in Canada. In this TOUA, “**Organization**” refers to the institution, company, or other entity, and its employees, that uses the Model. Other models such as RiskPaths may be accessible through OncoSim but are not owned by the Partnership, are not covered under this TOUA, and users are advised to use their own discretion when using these models. By using the Model, the Organization accept all the terms and conditions of this Agreement.

The Model is led and supported by the Partnership, with model development by Statistics Canada, and is made possible through funding by Health Canada.

The Partnership reserves the right, at its sole discretion, to amend this TOUA five working days after having notified the Organization at its most current email address of the amendment. Should the Organization not agree to the new term(s), the Partnership will accept the Organization’s termination of the use of the Model without any penalties and/or liabilities on either party. Organization’s continuing use of the Model following the Partnership’s notice of amendment constitutes Organization’s acceptance of the amended term(s). By signing this TOUA, the Organization is agreeing that in using the Model it will be bound by the following terms and conditions:

### OWNERSHIP

1. The Organization acknowledges that all right, title, and interest in and to the Model and all related documentation, including, but not limited to, the source code, custom software, copyrights, trademarks, service marks, trade secrets, and all intellectual and proprietary rights, all attributable to the foregoing, is and shall be, as between the Partnership and Organization, owned exclusively by the Partnership. Nothing contained in this TOUA shall be deemed to convey to the Organization any title or ownership in the Model or the related documentation.

### NO DISASSEMBLY

2. The Organization shall not reverse engineer, decompile, disassemble, or otherwise reproduce, directly or indirectly, the executable form of the Model or object code files of the Model.

### PUBLICATION BY THE USER

3. The Organization may not use the Model for for-profit purposes. The Organization may only use the Model for purposes that are of a not-for-profit nature. This permission includes the use of the Model in analyses and internal and external reporting of results and conclusions, including the citation of supporting information extracted from the Model.
4. The Organization must notify the Partnership of any intended publications referring to or using the Model at least 30 calendar days prior to the publication date and/or five days prior to a media release or presentation via the email address: [Oncosim@partnershipagainstcancer.ca](mailto:Oncosim@partnershipagainstcancer.ca). The Partnership reserves the right to update this Notification Policy periodically. For more information visit our website: <https://www.partnershipagainstcancer.ca/tools/oncosim/publication-presentation-notification/>.
5. The Organization may publish written reports analyzing the results of any use by the Organization of the Model pursuant to this TOUA, provided always that each such report contains the following notice:

"OncoSim is led and supported by the Canadian Partnership Against Cancer Corporation, with model development by Statistics Canada, and is made possible through funding from Health Canada. The assumptions and calculations underlying the simulation results were prepared by the author(s), and the responsibility for the interpretation of these data and their reporting is entirely that of the author(s). The Canadian Partnership Against Cancer Corporation disclaims liability for any damages or losses arising from any use and/or interpretation of these data and their reporting."

6. The Organization may make oral statements, to the media or otherwise, analyzing the results of any use by the Organization of the Model pursuant to this TOUA, provided that the Organization shall use its best efforts to ensure that each statement includes a notice incorporating in all material respects the content of the notice for written reports set out in the preceding paragraph.

### **NO REPRESENTATIONS OR WARRANTIES**

7. The Partnership makes no representations or warranties, express or implied, including, but not limited to, warranties of merchantability, non-infringement, title, and fitness for any particular purpose, or results to be derived, with respect to the Model or related documentation. The Partnership disclaims all warranties, written or oral, statutory, express, or implied, regarding the Model or related documentation.

### **NO DISTRIBUTION OR COMMERCIAL SALE**

8. The Organization is not permitted to use any part of the Model or related documentation to develop or derive any product or service for commercial distribution sale.

### **SUPPORT SERVICES**

9. If the Partnership is specifically requested by the Organization to provide assistance and/or technical support to the Organization, such support will, at the Partnership's discretion, be provided and charged back to the Organization at a fee agreed by both parties prior to service being delivered. The Partnership may require that the Parties enter into a separate agreement governing such assistance and/or technical support.
10. The Partnership reserves the right, at the Partnership's discretion, to prospectively charge an associated data storage cost from the Organization, thirty calendar days after being advised of the charge at the Organization's provided email contact information.

### **LIABILITY**

11. The Partnership shall in no event be liable for any indirect, special, or consequential loss or damages arising from the use or inability to use the Model or the documentation even if the Partnership has been advised of the possibility of such loss or damage including, but not limited to, lost business revenue, failure to realize expected savings, or other commercial or economic loss of any kind. The Partnership shall not be liable for any claim against the Organization by any third party.
12. The Partnership shall not be liable to save and/or recover any data generated by the Organization from the Model including, but not limited to, run scenarios, tables, and figures.
13. The Partnership may require the Organization to delete unnecessary or unneeded Model runs and data to ensure efficient and environmentally conscious use of the Model's resources. If the Partnership requires the Organization to delete unnecessary or unneeded Model runs and data, it will provide the Organization with 30 days' notice, after which the Partnership may perform such deletion itself.
14. The Partnership uses reasonable physical, administrative, and technical measures to protect the Organization's information from unauthorized access, disclosure, alteration, or destruction. However, no data transmission over the internet or electronic storage is completely secure, and the Partnership cannot guarantee the security or integrity of any data.

### **INDEMNIFICATION**

15. The Organization shall defend, indemnify, and save harmless the Partnership and its directors, officers, employees, and agents from and against all claims, losses, damages, costs, expenses, actions, and other proceedings made, sustained, brought, prosecuted, in any manner based upon, occasioned by or attributable to the use by the Organization of the database, the Model, or the documentation provided to the Organization pursuant to this TOUA.

## **ENDORSEMENT**

16. The Partnership does not endorse or recommend any information, drugs, therapies, treatments, products, processes, or services. The Organization may not state, insinuate, or otherwise imply that the Partnership or the Model supports any information, drugs, therapies, treatments, products, processes, or services.

## **TERMINATION**

17. The term of this TOUA shall begin on the date of last signature herein and shall continue until March 31, 2028, or until terminated by the Partnership or by the Organization, whichever occurs first. The Partnership reserves the right to terminate the Organization's use of the Model for any violation of this TOUA. Further, the Partnership reserves the right to terminate the Organization's use of the Model without cause upon giving a two-week notice.

## **SECURITY**

18. The Organization will be issued a username and password for the Model. The Organization shall not provide the username or password to any third party and shall be solely responsible for any damages or costs incurred by the Partnership in correcting any problems which may arise from such action. The Partnership shall have the right, in its sole discretion, to terminate the username and password of the Organization in any case where the Partnership believes that this section has been breached by the Organization or in the event there is a security breach involving the Organization's username or password.

## **SURVIVAL OF RIGHTS**

19. The rights and obligations of the parties contained in Paragraphs 1, 3, 4, 5, 6, 7, 8, 11, 12, 15, and 24, shall survive and continue after expiration or termination of this TOUA and shall bind the Organization and the Partnership, and their successors and permitted assigns.

## **INVALIDITY**

20. The invalidity of any particular provision of this TOUA shall not affect any other provision hereof, and this TOUA shall be construed as if such invalid provision were omitted.

## **NO ASSIGNMENT**

21. No part of the Model, the related documentation, or any right or obligation stipulated under this TOUA shall be sold, rented, leased, lent, sub-licensed, or transferred to any other person or organization without the express written consent of the Partnership.

## **HEADINGS**

22. The headings in this TOUA are for convenience only and shall not be considered in interpreting this TOUA.

## **ENTIRE AGREEMENT**

23. This TOUA constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, communications, and other memorandums between them.

## **APPROPRIATE LAW**

24. This TOUA shall be governed and construed in accordance with the laws in force in the Province of Ontario and those of Canada applicable therein, without reference to conflict of law principles.

## **ACCEPTANCE OF TERMS**

It is the responsibility of the Organization to ensure that its use of the Model complies with this TOUA and to seek prior written permission from the Partnership for any uses not permitted or not specified in this TOUA. Any infringement of the Partnership's rights may result in legal action.

Any person agreeing to the terms of this TOUA on behalf of an Organization represents and warrants that they have authority to bind the Organization to the terms of this TOUA and that the Organization has legal capacity to enter into this TOUA.

**ANY USE WHATSOEVER OF THE MODEL SHALL CONSTITUTE YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. ANY VIOLATION OF THESE TERMS AND CONDITIONS MAY RESULT IN TERMINATION OF YOUR USE OF THE MODEL.**

**For further information, please contact:**

Canadian Partnership Against Cancer Corporation  
154 University Ave, Suite 1000  
Toronto, Ontario, M5H 3Y9  
e: [Oncosim@partnershipagainstcancer.ca](mailto:Oncosim@partnershipagainstcancer.ca)  
t: 1.416.915.9222  
f: 1.416.915.9224  
<https://www.partnershipagainstcancer.ca/tools/oncosim/>

**Account User Information:**

\_\_\_\_\_  
(Name of account holder)

\_\_\_\_\_  
(Name of organization)

**Authorized Signatory:**

\_\_\_\_\_  
(Name – please print)

\_\_\_\_\_  
(Title)

**Per:** \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
(Date of signature)

**Canadian Partnership Against Cancer Corporation**

**Per:** \_\_\_\_\_  
Brenda Fernandes  
Manager  
Screening and Decision Support

\_\_\_\_\_  
(Date of signature)