

Health Equity Assessment Toolkit

Built-in Database Edition

TERMS OF USE AND SOFTWARE LICENSE AGREEMENT

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By installing and/or using the Toolkit, you (the “**Licensee**”) enter into an agreement with the World Health Organization (“**WHO**”) and you accept all terms, conditions, and requirements of the Agreement.

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1.1. The Toolkit contains software developed by WHO (the “**Software**”). WHO has, or will, make two editions of the Toolkit available:

- (i) a built-in database edition which includes WHO data, originating from the WHO Health Equity Monitor database, for use with the Software (the “**Data**”), and which does not allow you to upload your own data into the Software (the “**Closed Toolkit**”); and
- (ii) an upload database edition which enables you to upload your own data into the toolkit, does not include the Data, and does not include any reference to WHO, by name, logo, or otherwise (the “**Open Toolkit**”).

This Agreement governs your use of whichever edition(s) of the Toolkit you have downloaded and/or used through an online platform, including both the Software and, if applicable, the Data. References to the “Toolkit” in the remainder of this Agreement apply to the Closed and/or Open editions, as applicable in your particular case, including, as applicable the Software and the Data.

2. Third-party Software

2.1. Third-party software needed to use the Toolkit. In order to run the Software, you will need the “R” statistical software and a web browser. In the stand-alone package of the Toolkit, WHO has provided a portable version of “R”, and the portable edition of the web browser Mozilla Firefox. These do not require any installation.

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- (ii) In, or in association with, any product marketing, promotional, or commercial activities, including, without limitation, in, or in association with, advertisements, product brochures, company-sponsored web sites, annual reports, or other non-educational publications or distributions;
- (iii) In, or in connection with, the promotion of a commercial enterprise and/or its product(s) or service(s), and/or in any way that suggests that WHO endorses any specific company or products;
- (iv) In any political activities;
- (v) In any way which is contrary to the policies and principles of WHO and/or which might otherwise jeopardize the name or reputation of WHO, its special programmes, and/or its research projects or the attributed owner(s) of the Data;
- (vi) In any manner which is, or could be considered to be, illegal; or
- (vii) In any manner which is in violation of this Agreement.

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Health Equity Assessment Toolkit (HEAT): Software for exploring and comparing health inequalities in countries. Built-in database edition. Version 3.0. Geneva, World Health Organization, 2018.

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8.2. WHO further expressly excludes liability for any indirect, special, incidental or consequential damages which may arise in respect of the Toolkit and its use, and the results thereof, including, without limitation, any use of the Data.

9. Your Indemnification of WHO

9.1. You shall indemnify, hold harmless, and defend at your own expense WHO, its officers, agents, and employees from and against any claims, demands, causes of action, and liability of any nature or kind resulting from or relating to your use of the Toolkit.

10. Term and Termination of this Agreement

10.1. This Agreement shall remain in effect so long as you hold any copy of the Toolkit on any of your computer systems or storage media. This Agreement, including the rights granted under it, shall terminate automatically upon any breach by you of any of its terms. Further, WHO may terminate this Agreement, including the rights granted under it, at any time, with immediate effect, for any reason, by written notice to you. This Agreement is the entire agreement between you and WHO with respect to its subject matter. This Agreement may only be amended by mutual written agreement of you and WHO.

10.2. Upon termination of this License for any reason whatsoever, you shall immediately cease all use of the Toolkit and destroy and/or remove all copies of the Toolkit from your computer systems and storage media.

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11.1. You may not assign this Agreement without the prior written agreement of WHO (such agreement not to be unreasonably withheld).

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11.3. If any provision of this Agreement is invalid or unenforceable, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

11.4. Paragraph headings in this Agreement are for reference only.

11.5. Any matter relating to the interpretation or application of this Agreement which is not covered by its terms shall be resolved by reference to Swiss law. Any dispute relating to the interpretation or application of this Agreement shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, in accordance with the UNCITRAL Arbitration Rules. The parties shall accept the arbitral award as final.

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