

WHO Anthro Survey Analyser

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

1. Components and Types of the Tool

1.1. The **Tool** underlying code for analysing anthropometric survey data was developed by WHO and it uses reference data from the WHO Child Growth Standards. Both code and reference data (“**Reference Data**”) are open access to anyone. However, the **Tool** allows users to upload their own data to analyse them based on the code and reference data. WHO has, or will, make two editions of the Tool available:

- (i) An online version that sits in the shinyapp.io platform, under the WHO Department of Nutrition for Health and Development account, where it runs in its own protected environment and access is SSL encrypted, and uploaded data are not saved once you close the session (the “**Online Tool**”); data generated through the Tool can be downloaded during the session only, their use being under the general disclaimer below; and
- (ii) A downloadable version that can be installed in the user’s personal computer (the “**Offline Tool**”); data generated through the Tool can be saved, their use being under the general disclaimer below.

This Agreement governs your use of whichever edition(s) of the Tool you have downloaded and/or used through an online platform, including both the Software and, if applicable, the Data. References to the “Tool” 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 Tool. In order to run the Software, you will need the “R” statistical software and a web browser. In the offline version of the Tool, WHO has provided a portable version of “R”.

2.2. WHO disclaimers for third-party software. WHO makes no warranties whatsoever, and specifically disclaims any and all warranties, express or implied, that “R” is free of defects, virus free, able to operate on an uninterrupted basis, merchantable, fit for a particular purpose, accurate, non-infringing or appropriate for your technical system.

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4. Use of the Reference Data

4.1. Reference Data. The Reference Data originates from the [WHO Child Growth Standards](#). For the avoidance of any doubt, WHO hereby reserves all rights in the Reference Data.

4.2. Reference Data not part of Software or Published under GPL. Unlike the Software, WHO is not publishing the Reference Data under the GNU GPL. The Reference Data is not based on “R”, is an independent and separate work from the Software, and is not distributed as “part of a whole” with the Software, as those terms and concepts are used in the GPL.

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- (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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6.2. The Offline Tool (built-in software edition). For the Offline Tool, any mention of the Tool, use of outputs from the Tool, and/or use of the Data, in publications (including reports, briefings, and journal articles) must include the following citation of the source:

WHO Anthro Survey Analyser: Software for analysing survey anthropometric data for children under 5 years of age. Built-in software edition. Version 1.0. 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 Tool 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 Tool.

10. Term and Termination of this Agreement

10.1. This Agreement shall remain in effect so long as you hold any copy of the Tool 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.

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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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