

# Online Reporting Application terms and conditions of use

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Please read these terms and conditions of use (the "Terms and Conditions") carefully before using the Online Reporting Application (ORA). By checking the "I agree with the Online Reporting Application Terms and Conditions of Use" box at the bottom of the work order in ORA, you agree to comply with the provisions set out below. If you do not agree with these provisions, do not use ORA.

Measurement Canada reserves the right, at its sole discretion, to modify these Terms and Conditions at any time, and such modifications will be effective immediately upon posting of the modified Terms and Conditions. Measurement Canada will inform you in writing of any such modifications and your continued use of ORA will be deemed your conclusive acceptance of the modified Terms and Conditions.

## Definitions

### **Authorized service provider**

Organization that has been designated as an inspector to carry out examinations (inspections) under the *Weights and Measures Act*.

### **Authorized service provider administrator**

Individual employed by an authorized service provider who is given the authority to enter examination data in the Online Reporting Application on behalf of a recognized technician employed by the said authorized service provider.

### **Authorized service provider manager**

Individual employed by an authorized service provider who is given the authority to approve and maintain an organization's users in the Online Reporting Application. This individual also has the authority to enter examination data in the application on behalf of a recognized technician employed by the authorized service provider.

### **Device**

Under the *Weights and Measures Act*, any weight, weighing machine, static measure or measuring machine and includes any equipment and accessories attached to or used in conjunction with the device that have or can have an effect on the accuracy of the device.

### **Device Examination Certificate**

Certificate issued to the person in possession of the device for use in trade by fax, email or regular mail once the device examination data is successfully submitted in the Online Reporting Application.

## **Device Transfer Notice**

Notice issued to the person in possession of the device for use in trade by fax or email once a request to transfer one or more devices from one establishment to another has been submitted in the Online Reporting Application.

## **Establishment**

Business location of a device owner or person who is in possession of a device. For the purposes of the Online Reporting Application, it is the physical location of a device being used in trade or the base of operations to or from which devices such as fuel truck meters and portable scale are dispatched.

## **Examination (inspection)**

Activity of measuring, examining, evaluating, testing or gauging one or more characteristics of a device to determine its acceptability pursuant to the *Weights and Measures Act*, as well as documenting results.

## **Inspector**

In the context of Measurement Canada's accreditation program and registration program, designates an organization that has entered into an accreditation or a registration agreement with Measurement Canada and has been delegated examination powers pursuant to the *Weights and Measures Act*.

## **Measurement Canada administrator**

Online Reporting Application user type that is assigned to employees of Measurement Canada (usually district managers) who have been delegated the authority to extend the next examination due date for devices that are subject to mandatory examination periods.

## **Measurement Canada system administrator**

Employee of Measurement Canada whose responsibilities include managing and supporting the Online Reporting Application.

## **Measurement Canada inspector**

Employee of Measurement Canada designated as an inspector pursuant to section 7 of the *Department of Industry Act* and whose responsibilities include investigating reports of suspected inaccurate measurement and conducting examinations of measuring devices to ensure traders comply with the *Weights and Measures Act* and *Regulations*, as well as established specifications, procedures, policies and guidelines.

## **Online Reporting Application**

Measurement Canada web application that enables device examination data to be submitted to Measurement Canada. Once the examination data has been submitted, a Device Examination Certificate is issued under the authority of the *Weights and Measures Act*.

## Online Reporting Application support desk

Support desk managed by Measurement Canada system administrators and responsible for providing assistance to users and processing application-generated notifications.

## Recognized technician

As per Measurement Canada's accreditation program and registration program, an individual, employed by an authorized service provider, whose competencies have been successfully assessed and who is recognized by Measurement Canada to examine devices and to submit device examination data for the issuance of device examination certificates pursuant to the *Weights and Measures Act*.

# Roles and responsibilities

This section outlines the roles and responsibilities of ORA users. Users may have multiple roles and must comply with the responsibilities of each of these roles.

Failure to comply could result in Measurement Canada suspending access to ORA. Under section 10 of the accreditation or registration agreement, Measurement Canada may also declare that an event of default has occurred, which could result in the suspension or revocation of the designation of the Company as an inspector.

## All ORA users must

- create and update their personal profile in ORA, as required;
- keep their account username and password confidential;
- ensure that nobody else uses their ORA account;
- protect the information held in ORA and safeguard it from release to the public;
- consult the Measurement Canada website and adhere to any instructions and reference tables related to ORA;
- contact the ORA support desk at [ora-adel@ised-isde.gc.ca](mailto:ora-adel@ised-isde.gc.ca) for guidance and advice, and follow the instructions provided.

## ORA users who enter examination results must

- follow the instructions found in the Device Manual published by Measurement Canada;
- enter the establishment's contact information to allow for the automated issuance of the Device Examination Certificate and Device Transfer Notice;
- correct any errors made when entering examination results;
- based on the site visit, deactivate any devices that are no longer used by the establishment for trade measurement;
- close establishments that are no longer operating;

- merge duplicate establishments;
- report any errors found in ORA to the Measurement Canada system administrator;
- submit device examination data to Measurement Canada via ORA within 10 calendar days of examining a device;
- select the preferred official language of the device owner or person in possession of the device and ensure that any comments entered into ORA are in their preferred official language;
- use ORA to complete device transfers electronically when one or more devices are transferred from one establishment to another (transferred devices include those that are sold or loaned);
- enter only examination results from examinations personally conducted, with the exception of the authorized service provider manager, authorized service provider administrators, and Measurement Canada administrators, who can enter examination results for other users.

**i Note:** The following users enter examination results in ORA: recognized technicians, authorized service provider managers, authorized service provider administrators, Measurement Canada inspectors, Measurement Canada system administrators and Measurement Canada administrators.

### **Recognized technicians must**

- examine and certify devices within their permitted scope pursuant to the *Weights and Measure Act*, as stipulated in the accreditation or registration agreement signed between an authorized service provider and Measurement Canada.

### **The authorized service provider manager must**

- update the status of their organization's recognized technicians and authorized service provider administrator in ORA, as required.
- approve new recognized technician and administrator ORA accounts in the Message Centre.

### **The Measurement Canada administrator must**

- exercise the delegated authority to extend the next examination due date (NEDD) for devices that are subject to mandatory examinations.

### **The Measurement Canada system administrator must**

- respond to requests for assistance received by email, telephone and through ORA within two business days.

- send notifications and announcements to users of ORA, as required.
- complete and archive notifications received in ORA's Message Centre for user-generated activities such as additions, closures and mergers of establishments.
- activate or deactivate ORA user accounts, as required.
- refer problems of a technical nature, such as browser, display, software, operating system and programming issues to the Chief Information Office for Measurement Canada (internal) or to the Information Management Service Desk for authorized service providers (external).

## **Termination**

Measurement Canada may, at its sole and absolute discretion, cancel or terminate your right to use this application or any part of the application at any time, without notice or liability to you or any other person. In the event of termination, the Terms and Conditions will continue to apply and be binding upon you with respect of your prior use of the application and of the content.

## **Interruption and maintenance**

Measurement Canada may, at its sole and absolute discretion, interrupt access to ORA without notice. ORA is unavailable daily between 4 a.m. and 5 a.m. (EST) for scheduled maintenance (system backup). ORA will also be unavailable during scheduled updates. Advance notice of these updates will be provided.

## **Ownership**

Measurement Canada is and remains the sole and exclusive owner of all rights, titles and interests in and to ORA, including all its systems, any and all Measurement Canada trademarks and proprietary markings in or on ORA, and in each case all related intellectual property rights that may exist in the examination data uploaded to the application by the Company (collectively, the "Measurement Canada Property").

## **Representations and warranties**

ORA is provided "as is" and "as available". Measurement Canada makes no representation and gives no warranty of any kind with respect to the accuracy, validity, completeness, currency or availability of ORA, and expressly disclaims any implied warranty of merchantability or fitness for a particular purpose of ORA.

## **Liability and indemnity**

You will have no recourse against Measurement Canada, whether by way of any suit or action, for any loss, liability, damage, or cost that you may suffer or incur at any time, by reason of your use of ORA or arising out of the performance or non-performance of your rights and obligations

under these Terms and Conditions. In no event will Measurement Canada be liable to you for any lost profits or business opportunities, loss of use, access interruption or cessation, business interruption, loss of data, or any other direct, indirect, special, consequential or incidental damages arising out of these Terms and Conditions or resulting from your use of ORA, under any theory of liability whether arising in contract, tort, including negligence, or otherwise.

You will indemnify and hold harmless Measurement Canada, its directors, officers, employees, agents and representatives, from any and all claims, demands, losses, damages, fees, expenses, actions, liability and costs for damages caused by or resulting from any of your actions, omissions or conduct, including those of your directors, officers, employees, agents and representatives, arising out of the performance or non-performance of your rights and obligations under these Terms and Conditions, or otherwise in connection with your use of ORA.

## **General**

If any provision of these Terms and Conditions, whether in whole or in part, is held by a court of competent jurisdiction to be void or unenforceable, such provision or portion thereof declared invalid or unenforceable will be deemed to be severable and will be deleted from these Terms and Conditions and all remaining provisions will continue to be valid and enforceable.

**Date modified:**

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