



**Statistics Canada**  
**Licence Agreement for Free Public Use Microdata Files**

*((current date))*

**BETWEEN:**

HER MAJESTY THE QUEEN in Right of Canada represented by the Minister of Industry, having been designated as the Minister for the purposes of the Statistics Act (referred to herein as "Statistics Canada"),

**AND:**

*(Name of the Other Party),*

(referred to herein as the "Licensee").

WHEREAS Her Majesty the Queen in Right of Canada is the lawful owner of the Microdata to be licensed;

AND WHEREAS the Licensee wishes to use the licensed Microdata;

NOW THEREFORE the Parties agree as follows:

**DEFINITION**

1. "Microdata file" means a non-identifiable data set containing characteristics pertaining to surveyed units as described in section 2.

**DESCRIPTION OF PRODUCT**

2.
  - (1) The Microdata file referred to in this Agreement relates to the Canadian Community Health Survey 2009-2010 and 2010 Public Use Microdata File, on CD-ROM (Catalogue number 82M0013XCB-2011000).
  - (2) This Microdata file is being provided for statistical and research purposes and shall not be used for any other purposes without the prior written consent of Statistics Canada.

**CONTACT AND CUSTODIAN**

3.
  - (1) The Licensee hereby nominates \_\_\_\_\_ as the contact person to whom all further communication shall be addressed by Statistics Canada on any matter concerning this Agreement.
  - (2) The contact person referred to in subsection (1) may only be changed upon written notice delivered to Statistics Canada.
  - (3) The Licensee hereby nominates \_\_\_\_\_ as the designated custodian of the Microdata file with responsibility for ensuring its proper use and custody



pursuant to the terms of this Agreement.

### **DELIVERY OF PRODUCT**

4. Upon signature of this Agreement, Statistics Canada shall provide to the Licensee one copy of the Microdata file and one copy of the related documentation.

### **OWNERSHIP**

5. The Microdata file and related documentation shall at all times be and remain the sole and exclusive property of Statistics Canada, it being mutually agreed that this Agreement involves a licence for the use of the Microdata file and related documentation and that nothing contained herein shall be deemed to convey any title or ownership interest in the Microdata file or the related documentation to the Licensee.

### **LICENCE**

6.
  - (1) Statistics Canada hereby grants to the Licensee a non-exclusive, non-assignable and non-transferable licence to use the Microdata file and related documentation provided pursuant to section 4 for statistical and research purposes.
  - (2) Use of this product is limited to the licensee and its employees. The product cannot be reproduced and transmitted to any person or organization outside of the licensee's organization.
  - (3) The Licensee shall not match the records on the Microdata file to any other data files so as to re-identify the survey units on the files.
  - (4) It shall be the responsibility of the Licensee to ensure that the utilization of this Microdata file conforms to the terms and conditions of the "Corporate End-use Licence Agreement for Free Public Use Microdata Files" as outlined in Appendix A.

### **REPRESENTATIONS AND WARRANTIES**

7. The Microdata file is provided 'as-is,' and Statistics Canada makes no warranty, either express or implied, including but not limited to, warranties of merchantability and fitness for a particular purpose.

### **PUBLICATION BY THE LICENSEE**

8. In any publication of any information based on the Microdata file provided pursuant to this Agreement, the Licensee shall use the following form of accreditation:

"This analysis is based on the Statistics Canada Canadian Community Health Survey Public Use Microdata File 2009-2010 and 2010. All computations, use and interpretation of these data are entirely that of (*Name of Author(s) or Licensee*)."

## **LIABILITY**

9. Statistics Canada shall not be liable to the Licensee for any design, performance, other fault or inadequacy or unauthorized use of the Microdata file or related documentation provided pursuant hereto or for damages of any kind arising out of or in any way related to or connected with such fault, inadequacy or unauthorized use of the Microdata file.

## **INDEMNIFICATION**

10. The Licensee shall at all times indemnify and save harmless Statistics Canada and its officers, servants and agents from and against all claims, losses, damages, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, caused by, or in any way attributable to the use of the Microdata file and related documentation provided pursuant hereto.

## **TERM**

11. This Agreement comes into force when signed by both Parties and shall continue in force until terminated in accordance herewith.

## **TERMINATION**

12. (1) Statistics Canada may, by providing ten days written notice to the Licensee, terminate this Agreement if the Licensee fails to comply with any of the terms of this Agreement and to remedy such breach within the notice period.
- (2) In the event of termination, the Licensee must immediately return the Microdata file to Statistics Canada, or destroy it and certify this destruction in writing to Statistics Canada.
13. Any notice to be given to Statistics Canada or the Licensee shall be in writing and sent by registered mail, electronic mail or facsimile to:

Canadian Community Health Survey  
Health Statistics Division  
Tunney's Pasture  
Ottawa, Ontario  
K1A 0T6  
E-mail: [cchs-escc@statcan.gc.ca](mailto:cchs-escc@statcan.gc.ca)  
Fax : 613-951-4198

*(Contact information for Licensee)*

14. Sections 9 and 10 hereof survive the termination of this Agreement pursuant to section 12.

## **AMENDMENT**

15. No amendment to this Agreement shall be valid unless it is reduced to writing and signed by the Parties hereto.

## **ENTIRE AGREEMENT**

16. This Agreement, together with Appendix A attached hereto, constitutes the entire agreement between Statistics Canada and the Licensee with respect to the Licensee's right to use the Microdata file. The wording of the main body of this Agreement shall prevail over the wording of any appendix hereto.

## **APPROPRIATE LAW**

17. This Agreement shall be construed, governed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of Ontario and all applicable federal laws.

This Agreement has been executed on behalf of Statistics Canada and the Licensee by:

### **FOR STATISTICS CANADA:**

\_\_\_\_\_  
(Name), Director  
(Name of Division), Statistics Canada

\_\_\_\_\_  
Date

### **FOR THE LICENSEE:**

\_\_\_\_\_  
(Name and Title for Other Party)

\_\_\_\_\_  
Date

## **Appendix A**

### **Corporate End-use Licence Agreement for Free Public Use Microdata Files**

#### **Copyright**

The Government of Canada (Statistics Canada) is the owner or a licensee of all intellectual property rights (including copyright) in this data product. You (hereinafter referred to as 'the Licensee') are granted a non-exclusive, non-assignable and non-transferable licence to use this data product subject to the terms below. This licence is not a sale of any or all of the rights of the owner(s).

#### **Terms of use**

1. All copyright and proprietary notices, as well as all conditions of use associated with the data product, must be communicated to all users of the data product.
2. The Licensee shall not lend, rent, lease, sublicense, transfer or sell any part of the data product nor any right granted under this agreement to any person outside the licensed organization or to any other organization.
3. The Licensee shall not disassemble, decompile or in any way attempt to reverse engineer any software provided as part of the data product.
4. The Licensee shall not use any part of the data product to develop or derive any other data product or data service for external distribution or commercial sale.
5. The Licensee is granted reasonable rights of use of the content of this data product only for personal, corporate or public policy research, as well as for educational purposes. This permission includes the use of the content in analyses and in the reporting of results and conclusions, including the citation of limited amounts of supporting data, extracted from the data product, in such documents. In such cases, the source of the data must be acknowledged in all such documents and communications by providing the following source citation at the bottom of each table and graph:

Source (or 'Adapted from,' if appropriate): Statistics Canada, (name of product), (catalogue number of product), (reference date of product).

6. The Licensee shall obtain approval from Statistics Canada before publishing any significant volume of material, in any medium, that is extracted from the data product.
7. The Licensee agrees not to merge or link the data product with any other databases in such a fashion that gives the appearance that the Licensee may have received, or had access to, information held by Statistics Canada about any identifiable individual, family, household, organization or business.
8. Any violation of this licence renders it void and of no effect. This agreement will terminate automatically without notice if the Licensee fails to comply with any of the terms of this agreement. In the event of termination, the Licensee must immediately return the data product to Statistics Canada or destroy it and certify this destruction in writing to Statistics Canada.

#### **Warranties and disclaimers**

This data product is provided 'as-is,' and Statistics Canada makes no warranty, either express or implied, including but not limited to, warranties of merchantability and fitness for a particular purpose. In no event will Statistics Canada be liable for any direct, special, indirect, consequential or other damages, however caused.

#### **Acceptance of terms**

It is **your responsibility** to ensure that your use of this data product complies with these terms and to

seek prior written permission from Statistics Canada for any uses not permitted or not specified in this agreement. Any infringement of Statistics Canada's rights may result in legal action.

**Any use whatsoever of this data product shall constitute your acceptance of the terms of this agreement. Any violation of these terms may result in termination of this licence.**

**For further information please contact:**

Licensing Services  
Information Management Division, Statistics Canada  
2nd Floor, R.H. Coats Building  
Ottawa, Ontario K1A 0T6  
Canada

E-mail: [licence@statcan.gc.ca](mailto:licence@statcan.gc.ca)  
Telephone: 613-951-1122  
Fax: 613-951-1134

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