



Statistics Canada Licence Agreement for Public Use Microdata Files

BETWEEN:

HER MAJESTY THE QUEEN in Right of Canada, as 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. The Microdata file referred to in this Agreement relates to the Canadian Community Health Survey 2012 and 2011-2012 Public Use Microdata files (Catalogue number 82M0013XCB).

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 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



Ottawa, Canada
K1A 0T6
<http://www.statcan.gc.ca>

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.

USE OF MICRODATA

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 for statistical and research purposes. The Microdata file shall not be used for any other purposes without the prior written consent of Statistics Canada.
 - (2) Use of the Microdata file is limited to the Licensee. The Microdata file cannot be reproduced and transmitted to any person or organization outside of the Licensee's organization.
 - (3) The Licensee shall not merge or link the records on the Microdata file with any other databases for the purpose of attempting to identify an individual person, business or organization.
 - (4) The Licensee shall not present information from the Microdata file in such a manner that gives the appearance that the Licensee may have received, or had access to, information held by Statistics Canada about any identifiable person, business or organization.
 - (5) The Licensee shall not disassemble, decompile or in any way attempt to reverse engineer any software provided as part of the Microdata file.

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, the Licensee shall use the following form of accreditation:

"This analysis is based on the Statistics Canada Canadian Community Health Survey Microdata File which contains anonymized data collected in the 2011-2012 Canadian Community Health Survey. All computations, use and interpretation of these data are entirely that of (*Name of Author(s) or Licensee*)."



TERM

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

TERMINATION

10. (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.
11. 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 (Contact information for Licensee)
Health Statistics Division
Tunney's Pasture
Ottawa, Ontario
K1A 0T6

Electronic: Hd-ds@statcan.gc.ca
Facsimile: 613-951-4198

AMENDMENT

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

ENTIRE AGREEMENT

13. This Agreement constitutes the entire agreement between Statistics Canada and the Licensee with respect to the Licensee's right to use the Microdata file.

APPROPRIATE LAW

14. This Agreement shall be governed and construed in accordance with the laws of the province of Ontario and the laws of Canada applicable therein. The parties hereby attorn to the exclusive jurisdiction of the Federal Court of Canada.

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



Statistics Statistique
Canada Canada

Ottawa, Canada
K1A 0T6
<http://www.statcan.gc.ca>

FOR STATISTICS CANADA:

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

Date

FOR THE LICENSEE:

(Name and Title for Other Party)

Date

