

**STATISTICS CANADA PUBLIC USE MICRODATA FILE PRODUCT**  
**MICRODATA LICENCE AGREEMENT**  
**FOR A PRODUCT PROVIDED WITHOUT FEE**

**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 the "Owner");

**AND:**

*(Name of 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, Nutrition: General Health Component, Cycle 2.2 (2004), Public Use Microdata File, on CD-ROM (Catalogue number 82M0024XCB).
- (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 the Owner.

### **CONTACT AND CUSTODIAN**

3. (1) The Licensee hereby nominates \_\_\_\_\_ as the contact person to whom all further communication shall be addressed by the Owner on any matter concerning this Agreement.
- (2) The contact person referred to in subsection (1) may only be changed upon written notice delivered to the Owner.
- (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. (1) The Owner shall provide to the Licensee's contact person as soon as practically possible one copy of the Microdata file on the medium agreed to by the parties.
- (2) The Owner shall also provide to the Licensee such documentation related to the Microdata file provided pursuant hereto as is reasonably necessary for the use of the Microdata file.

### **OWNERSHIP**

5. The Microdata file and related documentation shall at all times be and remain the sole and exclusive property of the Owner, 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) The Owner 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 data product conforms to the terms and conditions of the "End-use licence agreement" for

a product provided without fee, as outlined in Appendix A.

## **REPRESENTATIONS AND WARRANTIES**

7. The Owner warrants the medium containing the Microdata file provided to the Licensee shall be free from defects in materials and workmanship for a period of 90 days from the date of receipt. The Owner's sole obligation and the Licensee's sole remedy with respect to the foregoing warranty shall be for the Owner to replace such defective media at no charge to the Licensee upon its return to the Owner. Except as stated herein, the Owner makes no representations or warranties, expressed or implied, as to merchantability, fitness for any particular purpose or otherwise with respect to the Microdata file or the related documentation provided.

## **PUBLICATION BY THE LICENSEE**

8. (1) 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 Statistics Canada's Canadian Community Health Survey, Cycle 2.2 (2004) - Nutrition - General Health Component, Public Use Microdata File, which contains anonymized data. All computations on these microdata were prepared by (*Name of user organization*) and the responsibility for the use and interpretation of these data is entirely that of the author(s)".
- (2) The Licensee shall provide to Statistics Canada a copy of published research or other results based on the use of the Microdata file.

## **LIABILITY**

9. The Owner 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 the Owner and her 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) The Owner may, by providing 10 days written notice to the Licensee, terminate this Agreement in the event the Licensee fails to observe any of the terms and conditions of this Agreement.
- (2) The Owner may, by providing 10 days written notice to the Licensee, terminate this Agreement without cause.
- (3) Where this Agreement is terminated pursuant to subsections 12(1) or 12(2) after the Licensee has been sent the Microdata file, the Licensee shall return the Microdata file and related documentation provided pursuant hereto, as well as any copies, to the Owner.
13. Any notice to be given to the Owner or the Licensee shall be sent by registered mail to:

Canadian Community Health Survey  
Health Statistics Division  
Tunney's Pasture  
Ottawa, Ontario  
K1A 0T6

*(Address of the 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 constitutes the entire agreement between the Parties with respect to the PUMF Licence Agreement – for a product provided without fee

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subject matter hereof and supersedes all previous negotiations, communications and other agreements unless they are incorporated by reference in this Agreement.

**APPROPRIATE LAW**

17. This Agreement shall be governed by and construed in accordance with the laws in force in the Province/Territory of \_\_\_\_\_ and any federal laws applicable thereto.

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

**FOR THE OWNER:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Julie McAuley, Director  
Health Statistics Division  
Statistics Canada

**FOR THE LICENSEE:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name / Title for other party

**Appendix A**  
**END-USE LICENCE AGREEMENT**  
**FOR A PRODUCT PROVIDED WITHOUT FEE**

**COPYRIGHT**

The Government of Canada (Statistics Canada) is the owner or a licensee of all intellectual property rights (including copyright) in this data product. In consideration of your payment of the requisite fee, 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 and 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, sub-licence, transfer or sell any part of the data product nor any right granted under this agreement to any person outside the licensed organisation or to any other organisation.
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 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 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 volumes of material extracted from the data product in any medium.
7. 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 term 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  
Marketing Division, Statistics Canada  
R.H. Coats Building, 9<sup>th</sup> floor, Section A  
Ottawa, Ontario K1A 0T6, Canada

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