

MICRODATA LICENCE AGREEMENT

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.

Licence Fee and Payment

- 4. The normal licence fee of \$2,140 is not applicable in this instance.

Delivery of Product

- 5.
 - (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

- 6. 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

7. (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 5 for statistical and research purposes.
- (2) No duplicates or copies of all or any part of the Microdata file shall be made by the Licensee except for backup purposes nor shall they be made accessible to any third party without written permission of the Owner.
- (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.

Representations and Warranties

8. 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

9. (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, Nutrition: General Health Component, Cycle 2.2 (2004), Public Use Microdata file, which contains anonymized data collected. 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

10. 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

11. 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

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

Termination

13.
 - (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 13(1) or 13(2) before the Licensee has been sent the Microdata file, the Owner shall refund to the Licensee the amount which it has received pursuant to section 4.
 - (4) Where this Agreement is terminated pursuant to subsections 13(1) or 13(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.
14. Any notice to be given to the Owner or the Licensee shall be sent by registered mail to:

Canadian Community Health Survey (*Address of the Licencee*)
Health Statistics Division
Tunney's Pasture
Ottawa, Ontario
K1A 0T6

15. Sections 10 and 11 hereof survive the termination of this Agreement pursuant to section 13.

Amendment

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

Entire Agreement

17. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous negotiations, communications and other agreements unless they are incorporated by reference in this Agreement.

Appropriate Law

18. This Agreement shall be governed by and construed in accordance with the laws in force in the Province 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	(Title for Other Party)