

Section II – Social Policy Simulation Database and Model (SPSD/M) Access

SPSD/M LICENCE

Licence Agreement for the Social Policy Simulation Database and Model

This Agreement (“Agreement”) is made

BETWEEN: HER MAJESTY THE QUEEN in Right of Canada, as represented by the Minister of Innovation, Science and Economic Development, 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").

In consideration of the mutual obligations, hereinafter set forth, and for good and valuable consideration, Statistics Canada and the Licensee agree as follows:

1. Definitions

- 1.1 “Software Product” means the computer program(s), and any related documentation, as described in Part 1 of Appendix A attached hereto.
- 1.2 “Use” means the execution of the Package on a computer, and includes the reading of the related documentation by automated and/or human means.
- 1.3 "Database" means the non-identifiable microdata and related documentation as described in Part 2 of Appendix A. Data in the Database is synthetic and contains information that has been created using data from a variety of sources
- 1.4 "Package" means the Software Product and the Database, collectively.

2. Grant of Licence

- 2.1 Statistics Canada grants to the Licensee, a non-exclusive, non-assignable and non-transferable licence to Use the Package for statistical and research purposes, subject to the terms and conditions contained in this Agreement.
- 2.2 Statistics Canada grants to Licensee, the licence to make copies of the Package provided that the use of these copies conforms to the terms and conditions of the Agreement.

3. Restrictions on Use

- 3.1 The Licensee shall not Use the Package or any part thereof to develop or derive any other software product for distribution or commercial sale. No part of the Package nor any right granted under this Agreement shall be sold, rented, leased, lent, sub-licence or transferred to any other person or organization without a separate licence.
- 3.2 The Licensee shall not merge or link the records in the Database with any other databases for the purpose of attempting to identify an individual person, business or organization.

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3.3 The Licensee shall not present information from the Package 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.

4. Publication

4.1 The Licensee may publish written reports analyzing the results of any use by the Licensee of the Package pursuant to this Agreement, provided that each such report contains the following notice: "This analysis is based on Statistics Canada's Social Policy Simulation Database and Model. The assumptions and calculations underlying the simulation results were prepared by _____ and the responsibility for the use and interpretation of these data is entirely that of the author(s)."

4.2. The Licensee may make oral statements, to the media or otherwise, analyzing the results of any use by the Licensee of the Package pursuant to this Agreement provided that the Licensee ensures that each statement includes the notice set out in Paragraph 4.1.

5. Delivery of Products and Services

5.1 Upon execution of this Agreement by the Licensee, Statistics Canada shall deliver to the Licensee:

1. One (1) copy of the Package described in Appendix A attached.

5.2 Statistics Canada may from time to time deliver to the Licensee enhancements to the Software Product developed by Statistics Canada, and all such enhancements so delivered shall be deemed to form part of the Package for purposes of this Agreement.

6. Installation

6.1 Installation of the Package on the computer system of the Licensee shall be the responsibility of the Licensee in accordance with the conditions set out in Paragraph 2.1.

7. Term and Effective Date

7.1 This Agreement is effective from the date of execution by the parties and shall continue until terminated in accordance with this Agreement.

8. Termination

8.1 Either Party may terminate this Agreement, without cause, upon thirty (30) days written notice. The termination shall become effective at the date mutually agreed upon by both Parties.

8.2 Statistics Canada may terminate this Agreement by written notice to the Licensee if the Licensee breaches any condition of this Agreement. Such termination by Statistics Canada shall be in addition to and without prejudice to such rights and remedies as may be available to Statistics Canada including injunction and other equitable remedies.

8.3 Upon termination by either Statistics Canada or the Licensee under 8.1 or 8.2 above, the Licensee shall immediately:

1. Cease using the Package, and;
2. Return to Statistics Canada all copies of the Package or destroy all copies thereof in the Licensee's possession, as Statistics Canada may request, and;

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8.4 Within ten (10) days thereafter, Licensee must provide to Statistics Canada, with written notice, a sworn statement confirming that the Licensee has complied with the foregoing.

9. Notice

9.1 Any written notice provided for in this Agreement shall be deemed to be effectively given if hand-delivered or sent by pre-paid registered mail, addressed as follows:

For Statistics Canada:

Data Access Division
Data Liberation Initiative
Statistics Canada
100 Tunney's Pasture Driveway
10th Floor, Section L
Ottawa, ON, K1A 0T6

Any notice hand delivered shall be deemed delivered, in the case of the Licensee, on the day it is left with the official set out above at the address above and in the case of Statistics Canada on the day it is left with the official set out above at the address set out above. Any notice given by registered mail shall be deemed delivered on the day the postal receipt is acknowledged by the other Party.

10. Ownership

10.1 The Licensee acknowledges that the Package and all intellectual property rights relating to the Package are owned by Statistics Canada subject to the rights of third parties therein. Nothing contained in this Agreement shall be deemed to convey to the Licensee any title or ownership in the Package.

10.2 The Licensee agrees that any additional Package components including but not limited to training and procedural materials, shall remain the exclusive property of Statistics Canada.

11. Assignment

11.1 This Agreement shall not be assigned in whole or in part by the Licensee without the prior written consent of Statistics Canada, and any assignment made without such consent shall be void and of no effect.

12. Warranties and Disclaimers

12.1 The Package is provided "as is". Statistics Canada makes no other warranties, guarantees or representations, express or implied, including but not limited to warranties of merchantability, fitness for intended use, and fitness for any particular purpose, with respect to the Package.

13. Waiver

13.1 The waiver or failure of Statistics Canada to exercise in any respect any rights provided for in this Agreement shall not be deemed a waiver of such right, nor shall it preclude the subsequent exercise of such right or the exercise of any other right.

14. Liability

14.1 Statistics Canada shall not be liable to the Licensee for any design, performance, other fault or inadequacy or unauthorized use of the Package 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 Package.

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15. Indemnification

- 15.1 The Licensee shall at all times indemnify and save harmless Statistics Canada from and against all claims, losses, damages, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted, in any manner based upon, occasioned by or attributable to the Use of the Package provided to the Licensee pursuant to this Agreement.

16. Survival of Rights

- 16.1 The sections of this agreement regarding warranties and disclaimers, liability indemnification, and any other provisions which by their nature survive the termination or expiry of this Agreement shall survive expiration or termination of this Agreement and shall bind the Parties hereto.

17. Invalidity

- 17.1 The invalidity of any particular provision of this Agreement shall not affect any other provision thereof, and the Agreement shall be construed as if such invalid provision were omitted.

18. Amendment

- 18.1 No amendment of this Agreement nor waiver of any of the terms and conditions contained therein shall be valid unless it is written and signed by each Party.

19. Conflict of Interest

- 19.1 It is a term of this Agreement that no former public office holder in Canada, who is not in compliance with the post-employment provisions of the Conflict of Interest and Post Employment Code for Public Office Holders, shall derive a direct benefit from this Agreement.

20. Entire Agreement and Appropriate Law

- 20.1 This Agreement, including all Appendices, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all previous negotiations, communications and other Agreements between them.
- 20.2 The headings preceding the paragraphs of this agreement are for convenience only, are not a part of this Agreement, and do not in any way limit or amplify the terms and conditions of this Agreement.
- 20.3 This Agreement shall be governed and construed in accordance with the laws in force in the Province of Ontario, Canada.

21. Use of Licensee's Name

- 21.1 The Licensee authorizes Statistics Canada to use, for the duration of this licence, its name in any promotional material which may be developed for the Package, provided that Statistics Canada has furnished the Licensee a copy of the material thirty (30) days prior to such use and has secured the licensee's written approval.

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Appendix A

Part 1: Software Product

Product Name: Social Policy Simulation Model

Product Description: The Social Policy Simulation Model (SPSM) is a tool designed to assist those interested in analysing the financial interactions of governments and individuals in Canada. It can help one to assess the cost implications or income redistributive effects of changes in the personal taxation and cash transfer system. The model reads the Social Policy Simulation Database (SPSD). The SPSM is a static accounting model which processes each individual and family on the SPSP, calculates taxes and transfers using legislated or proposed programs and algorithms, and reports on the results.

Part 2: Database

Product Name: Social Policy Simulation Database

Product Description: The Social Policy Simulation Database (SPSD) is a non-confidential, statistically representative database of individuals in their family. It is used in conjunction with the Social Policy Simulation Model (SPSM).

Affirmation

I acknowledge that I have read and understand the terms and conditions under which the data products are supplied. I agree to abide by these conditions and to take all reasonable measures required to enforce and administer them within my Academic Institution.

Licence Administrator (please print)

Academic Institution

Signature

Date

DLI contact (please print)

Signature

Date