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Data Liberation Initiative
LICENCE AGREEMENT

between

Statistics Canada

And

(name of Educational Institution)

Address

Three horizontal lines for address input

as represented by:

Two horizontal lines for name and title input

(Name of Licence Administrator)

(Title)

I, the undersigned, do certify that my educational institution is an accredited Canadian post-secondary educational institution, has committed to be a financially contributing member of the Data Liberation Initiative (DLI), and that I am authorized to bind my educational institution by my signature below.

I understand that:

- 1. Via the Data Liberation Initiative (DLI), Statistics Canada will offer my educational institution, timely access, on a subscription basis, to standard Statistics Canada data products...
2. My educational institution will be invoiced by Statistics Canada once a year, during the second quarter (April-June) for participation in the DLI program...
3. This agreement shall remain in effect until it is terminated by either party after giving one year's notice.
4. Should my educational institution choose to withdraw from this agreement or not respect its financial commitment to DLI as per clause 2, this agreement will be terminated.



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5. Any repeated or unremedied violations of this Agreement may result in the termination of this Agreement by either party upon written notice to the other party.
6. Authorized users shall be made aware, by my educational institution, of the conditions of use of the data by being provided with the appropriate licence as outlined in a, b, c and e below:
 - a) With a few exceptions, including the Postal Code^{OM} Conversion File and Postal Code^{OM} Federal Riding File and Postal Code^{OM} Conversion File Plus (see: <http://www.statcan.gc.ca/reference/exceptions-eng.html>); the majority of our standard and custom products will be disseminated under the terms and conditions of the Statistics Canada Open Licence Agreement. (See: <http://www.statcan.gc.ca/reference/licence-eng.html>).
 - b) Public Use Microdata Files will be disseminated under the Licence agreement for Public Use Microdata Files (refer to Appendix I).
 - c) The Postal Code Conversion File (PCCF) and Postal Code Federal Riding File (PCFRF) and Postal Code Conversion File Plus (PCCF+), are exempted from this model and will be disseminated under the terms and conditions of the “End-use Licence Agreement for Postal Code Conversion File, Postal Code Federal Riding File and Postal Code Conversion File Plus” (refer to Appendix II). The End-use License Agreement for Postal Code Conversion File, Postal Code Federal Riding File and Postal Code Conversion File Plus must be agreed to by each authorized user. Authorized users are strictly limited to: 1) current full or part time students of my educational institution; 2) current full or part time faculty members of my educational institution; and 3) administrators and/or faculty members of my educational institution for planning purposes. I understand and agree that my educational institution may not make any other use of the Postal Code Conversion File (PCCF) or Postal Code Federal Riding File (PCFRF) or Postal Code Conversion File Plus. If my educational institution is itself an authorized user of the Postal Code Conversion File (PCCF), Postal Code Federal Riding File (PCFRF) and Postal Code Conversion File Plus, it must also agree to the End-use License Agreement for Postal Code Conversion File, Postal Code Federal Riding File and Postal Code Conversion File Plus.
 - d) Non Statistics Canada data products added to the DLI collection will be subject to a separate licence agreement other than those specified in a, b, and c above. These licences will be appended to this document.
 - e) The Social Policy Simulation Database and Model (SPSD/M) will be disseminated under the Licence Agreement for the Social Policy Simulation Database and Model (SPSD/M) (refer to Appendix IV)
7. The Postal Code Conversion File (PCCF) or Postal Code Federal Riding File (PCFRF) or Postal Code Conversion File Plus is provided ‘as-is,’ and Statistics Canada and its licensors make 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 or its licensors be liable for any direct, special, indirect, consequential or other damages, however caused.
8. My educational institution agrees to permit Statistics Canada to provide to Canada Post Corporation, upon request, a copy of this signed agreement for audit purposes only.



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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 educational institution.

**Data Liberation Initiative
LICENCE AGREEMENT**

[NAME OF EDUCATIONAL INSTITUTION]

Licence Administrator

Signature
Licence Administrator

Print Name
Licence Administrator

Date

DLI Contact

Signature
DLI Contact, Witness

Print Name
DLI Contact

Date

STATISTICS CANADA

Signature

Print Name
Director, Microdata Access Division

Date



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APPENDIX I

Licence agreement for Public Use Microdata Files (PUMF)

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 Public Use Microdata Files (PUMF) in the DLI collection.

CONTACT AND CUSTODIAN

3. (1) The Licensee hereby nominates the DLI contact 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 the DLI contact 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 access to the Microdata file collection and one copy of the related documentation.

OWNERSHIP

5. The Microdata files 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 files and related documentation and that nothing contained herein shall be deemed to convey any title or ownership interest in the Microdata files 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 files and related documentation for statistical and research purposes. The Microdata files shall not be used for any other purposes without the prior written consent of Statistics Canada.
(2) Use of the Microdata files 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 files 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 files 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 files.



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NO WARRANTY AND NO LIABILITY

7. The Information is licensed 'as is', and Statistics Canada makes no representations or warranties whatsoever with respect to the Information, whether express or implied, in relation to the Information and expressly disclaims any implied warranty of merchantability or fitness for a particular purpose of the Information.

Statistics Canada or any of its Ministers, officials, servants, employees, agents, successors and Assigns shall not be liable for any errors or omissions in the Information and shall not, under any circumstances, be liable for any direct, indirect, special, incidental, consequential, or other loss, injury, damage, however caused, that you may suffer at any time by reason of your possession, access to or use of the Information arising out of the exercise of your rights or the fulfillment of your obligations under this agreement.

PUBLICATION BY THE LICENSEE

8. In any publication of any information based on the Microdata files, the Licensee shall use the following form of accreditation:

"This analysis is based on the Statistics Canada (*Name of database and/or microdata file*) (*Reference Year*). All computations, use and interpretation of these data are entirely that of (*Name of Author(s) or Licensee*)."

CONDITIONS OF USE

9. Statistics Canada may modify this agreement at any time, and such modifications shall be effective immediately upon posting of the modified agreement on the Statistics Canada Website.

TERM

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

TERMINATION

11. (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 files to Statistics Canada, or destroy them and certify this destruction in writing to Statistics Canada.
12. Any notice to be given to Statistics Canada or the Licensee shall be in writing and sent by registered mail, electronic mail or facsimile.
13. Sections 7 and 9 hereof survive the termination of this Agreement pursuant to section 12.

AMENDMENT

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

ENTIRE AGREEMENT

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



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APPROPRIATE LAW

16. 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.



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APPENDIX II

End-use Licence Agreement for Postal Code^{OM} Conversion File, Postal Codes^{OM} by Federal Ridings File and Postal Code^{OM} Conversion File Plus (“data product”)

The Government of Canada (Statistics Canada) is the owner or a licensee of all intellectual property rights in this data product. With 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). The data product includes information taken with permission from © Canada Post Corporation. All rights reserved. Information taken with permission from Canada Post Corporation does not form part of the Government of Canada open data portal.

Terms of use

1. The Licensee shall not lend, rent, lease, sublicense, distribute, make public, 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.
2. The Licensee shall not disassemble, decompile or in any way attempt to reverse engineer any part of the data product.
3. 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.
4. The Licensee shall not use the data product other than for the purpose of matching postal code^{OM} data to geography in accordance with Appendix 'A'.
5. The Licensee shall not use the data product for the following mail preparation purposes:
 - (i) addressing mail;
 - (ii) presorting addressed mail;
 - (iii) preparing unaddressed mail by householder count for delivery
6. 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.
7. The Licensee is granted rights of use of the content of this data product for the purpose expressly described in Appendix 'A', attached, and for no other purpose. In such cases, the source of the data must be acknowledged in all documents and communications by providing the following source citation at the bottom of each table and graph:

Source: (or Adapted from) Statistics Canada (*Select either* Postal Code^{OM} Conversion File *or* Postal Codes^{OM} by Federal Ridings File and Postal Code^{OM} Conversion File Plus (reference date) which is based on data licensed from Canada Post Corporation.
8. The Licensee may publish an extract of up to 1% of the data product pursuant to Appendix 'A'. This permission includes the use of the extracted data in support of analyses and in reporting of results and conclusions. The Licensee shall obtain approval from Statistics Canada before publishing extract of the data product in excess of 1%.
9. The Licensee is authorized to provide the data product to contractors/consultants only for the purpose of “providing data manipulation and consulting services exclusively to Licensee. Upon completion of work, the contractor/consultant must i) return all data products to Licensee, and ii) delete the data product from their systems and premises.” Contractors or consultants may not use the data product or derived products for their own purposes or to offer services to third parties.



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10. The Licensee must display the following disclaimer on each search access point if the data product is used in a search engine application pursuant to Appendix 'A': "this tool does not validate postal codes^{OMP}".
11. The Licensee agrees to permit Statistics Canada to provide to Canada Post upon request, a copy of this signed agreement for audit purposes only.

Term

This licence is being granted for the period (*insert start date*) _____ to December 21 2016 and must be renewed on an annual basis to permit continued use of the data product(s).

Termination

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.

Statistics Canada or the Licensee may terminate this agreement without cause upon thirty (30) day written notice or at a time otherwise agreed upon by both parties. 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 and its licensors make 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 or its licensors be liable for any direct, special, indirect, consequential or other damages, however caused.

Indemnification

The Licensee shall at all times indemnify and save harmless Statistics Canada its officers, servants and agents from and against all claims, demands, losses, damages, costs, actions, or other proceedings made, sustained, brought or prosecuted by any person, in any manner, based upon, occasioned by or attributed to any injury, infringement, or damage arising out of the use of the data product, or arising out of a breach, by the Licensee, of any of its obligations under this agreement.

Acceptance of terms

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

For further information please contact:

PCCF-FCCP
c/o Geo-Help
Statistical Registers and Geography Division
Statistics Canada
Jean Talon Building, 3rd floor
170 Tunney's Pasture Driveway
Ottawa (Ontario) K1A 0T6
Canada

Email : pccf-fccp@statcan.gc.ca
Fax : 613-951-0569

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I acknowledge that I have read and understand the terms and conditions under which the data product(s) can be used and that the organization will abide by them.

Name of organization

Licence Administrator

Signature

Name (print)

() -
Phone

Date

Appendix A

Approved Postal Code Data Matching Uses for DLI Accredited Canadian Post Secondary Institution

Matching Postal Code data to geography for:

- Teaching and learning purposes. E.g.: Students can download PCCF on their laptop to do their assignments. This includes projects, maps, analytical papers, etc. Faculty can download and use the PCCF in teaching exercises.
Research purposes E.g.: Can be used in analysis to write articles that are published in journals. The data is not shared but the results are published. This also includes thesis for Masters or Doctorate where results are required to be public.
Planning purposes - where the institution can use the information in planning student recruitment activities or find out where these students are coming from.



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APPENDIX III

Licence Agreement for the Discharge Abstract Database (DAD) Research Analytic Files from the Canadian Institute for Health Information (CIHI)

DESCRIPTION OF PRODUCT

1. The Discharge Abstract Database (DAD) Research Analytic Files referred to in this Agreement relate to research analytic files ('clinical and geographic') that are de-identified samples from CIHI's Discharge Abstract Database (sampled from fiscal years 2009-2010, 2010-2011, 2011-2012 and 2012-2013 contained in the DLI Collection (the "CIHI Files"). The Database (DAD) will now include samples from CIHI's Discharge Abstract Database sampled from fiscal year 2013-2014 and any future fiscal years that could be applicable.

CONTACT AND CUSTODIAN

2. (1) The Licensee hereby nominates the DLI contact as the contact person to whom all further communication shall be addressed by Statistics Canada or CIHI on any matter concerning this Agreement.

(2) The Licensee hereby nominates the DLI contact as the designated custodian of the CIHI Files with responsibility for ensuring their proper use and custody pursuant to the terms of this Agreement.

DELIVERY OF PRODUCT

3. Upon signature of this Agreement, Statistics Canada shall provide to the Licensee access to the CIHI Files and one copy of the related documentation.

OWNERSHIP

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

USE OF CIHI FILES

5. (1) Statistics Canada hereby grants to the Licensee a non-exclusive, non-assignable and non-transferable limited licence to use the CIHI Files and related documentation for statistical and research purposes. The CIHI Files and related documentation shall not be used for any other purposes without the prior written consent of CIHI.

(2) Use of the CIHI Files and related documentation is limited to the Licensee. The CIHI Files and related documentation cannot be reproduced or transmitted to any person or organization outside of the Licensee's organization.

(3) The Licensee shall not merge or link the records on the CIHI Files 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 CIHI Files in such a manner that gives the appearance that the Licensee may have received, or had access to, information held by CIHI about any identifiable person, business or organization.



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(5) The Licensee shall not disassemble, decompile or in any way attempt to reverse engineer any software provided as part of the CIHI Files.

NO WARRANTY AND NO LIABILITY

6. The CIHI Files are licenced 'as-is,' and CIHI makes no representation or warranties whatsoever with respect to the CIHI Files, whether express or implied, in relation to the CIHI Files and expressly disclaims any implied warranty or merchantability or fitness for a particular purpose of the CIHI Files.

The Canadian Institute for Health Information or any of its officials employees, agents, successors and Assigns shall not be liable for any errors or omissions in the CIHI Files and shall not, under any circumstances, be liable for any direct, indirect, special, incidental, consequential, or other loss injury, damage, however caused, that you may suffer at any time by reason of your possession, access to or use of the CIHI Files arising out of the exercise of your rights or the fulfilment of your obligations under this agreement.

PUBLICATION BY THE LICENSEE

7. In any publication of any information based on the CIHI Files, the Licensee shall use the following form of accreditation:

"Parts of this material are based on the Canadian Institute for Health Information Discharge Abstract Database Research Analytic Files (sampled from fiscal years 2009–2010 and 2010–2011). However the analysis, conclusions, opinions and statements expressed herein are those of the author(s) and not those of the Canadian Institute for Health Information."

CONDITION OF USE

8. Statistics Canada may modify this agreement at any time with respect to the Licensee's right to use the CIHI Files and related documentation and such modifications shall be effective immediately upon posting of the modified agreement on the Statistics Canada Website.

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 CIHI Files and related documentation to Statistics Canada, or destroy them 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.
12. Sections 4, 6 and 8 hereof survive the termination of this Agreement pursuant to Section 11.



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AMENDMENT

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

ENTIRE AGREEMENT

14. This Agreement constitutes the entire agreement between Statistics Canada and the Licensee with respect to the Licensee's right to use the CIHI Files and related documentation.

APPROPRIATE LAW

15. 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.



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APPENDIX IV

Licence Agreement for the Social Policy Simulation Database and Model (SPSD/M)

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;

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.



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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:

Microdata Access Division
Data Liberation Initiative
Statistics Canada
100 Tunney's Pasture Driveway
9th Floor, Section O
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.



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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.

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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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 educational institution.

Name of Institution

Licence Administrator (title)

Licence Administrator (Print name)

Licence Administrator (signature)

Date (YYYY-MM-DD)

(_____) _____ - _____
Phone number

Email Address



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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 analyzing 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).