Data Liberation Initiative

LICENCE AGREEMENT

between

Statistics Canada

and

University of Northern British Columbia

Address

3333 University Way
Prince George, BC V2N 4Z9

as represented by:

Allan Wilson
(Name of Licence Administrator)

University Librarian
(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, such as public use microdata files (non-identifiable datasets containing characteristics pertaining to surveyed units). Statistics Canada will continue to offer support and training in relation to the Data Liberation Initiative (DLI) collection.

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, and payment shall be remitted within thirty (30) days of receipt of invoice. As part of the DLI governance, subscription fees are reviewed at each DLI External Advisory Committee (EAC) meetings. The following methods of payment are accepted; Cheque / Money Order (non-federal clients); Credit Card (MasterCard), (Visa) or (American Express) (non-federal clients); Federal Government of Canada Interdepartmental Settlement (federal clients); Direct Deposit (non-federal clients).

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.

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 and c below:

   a) With a few exceptions, including the Postal Code Conversion File and Postal Code Federal Riding File and Postal Code 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.

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.
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

University of Northern British Columbia

Licence Administrator

Signature
Licence Administrator

[Signature]
Print Name
Licence Administrator

[Date]

DLI Contact

Signature
DLI Contract, Witness

[Signature]
Print Name
DLI Contact

[Date]

STATISTICS CANADA

Signature

[Signature]
Print Name
Director, Microdata Access Division

[Date]
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.

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.

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.

APPENDIX II (sent separately)

End-use Licence Agreement for Postal Code\textsuperscript{om} Conversion File, Postal Codes \textsuperscript{om} by Federal Ridings File and Postal Code\textsuperscript{om} Conversion File Plus ("data product")

APPENDIX III

License 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.

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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.

(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.

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.