

**SAMPLE**  
**Agreement Concerning the Distribution of**  
**Statistics Canada's CANSIM Database**

**BETWEEN:**

**HER MAJESTY, The Queen in right of Canada**, represented by the Minister of Industry, designated as Minister responsible for purposes of the Statistics Act, (hereinafter referred to as "Statistics Canada")

OF THE FIRST PART

**AND**

(hereinafter referred to as the "Distributor")

OF THE SECOND PART

THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants herein contained, the Parties hereto covenant and agree as follows:

**1.0 DEFINITIONS**

In this Agreement,

1.1 "Access" means any successful retrieval of a vector originating either directly or indirectly from the CANSIM distributor database, irrespective of the manner in which it is made available, and includes the provision by the Distributor of forecasting, simulation software or models which use data originating from the CANSIM distributor database.

1.2 "CANSIM", means the Statistics Canada Canadian Socio-economic Information Management System which includes the software, data and descriptive information developed and maintained by Statistics Canada;

- "CANSIM database" means the central source CANSIM database maintained at Statistics Canada,

- "CANSIM distributor database" means that selection of CANSIM vectors maintained by the Distributor.

1.3 "Daily Update Service" means the daily update service production systems and software whereby Statistics Canada makes available for access by, or transmission to, the Distributor those machine-readable files containing the vectors chosen by the Distributor and extracted from the CANSIM database.

1.4 "Data Point" means the single number representing the value for one time period in a vector.

1.5 "Disseminate" means offering the availability of any data originating from the CANSIM database, providing user access to the data contained in the CANSIM distributor database by any electronic means, or directly supplying a user with data from the CANSIM distributor database in any form and in any manner.

1.6 "Marketing Access" means any access used for the purpose of demonstrating the CANSIM database contents to a prospective client, but does not include delivering statistical information to a user.

1.7 "Testing Access" means any access to a CANSIM distributor's database by systems or programming staff of the Distributor used for the testing of software or access procedures but does not include delivering statistical information to a user.

1.8 "Vector" means a set of statistical values for a range of particular time periods as stored on CANSIM database and identified by a unique CANSIM vector identifier.

1.9 "User(s)", or "user(s)" mean any individual(s) or organizations, (including employees, contractors or representatives of Distributors) who retrieve data from a CANSIM distributor database or who obtain data directly from Statistics Canada for their own use.

1.10 For the purposes of determining the annual fees in Option B, Appendix II, a client is counted as an individual, or as one to three individuals within an organization, using the same account.

## **2.0 OBLIGATIONS OF STATISTICS CANADA**

2.1 Statistics Canada shall be responsible for making available the daily updates to the Distributor's CANSIM distributor database.

2.2 Statistics Canada shall use its best efforts to ensure the accuracy of the data contained in the CANSIM database and in the operation of the Daily Update Service.

2.3 Where the contents of the CANSIM database are revised, Statistics Canada shall, subject to the terms of this Agreement, make available to the Distributor files containing those revised vectors contained in the Distributor's CANSIM distributor database.

2.4 Unless the Distributor is otherwise notified by Statistics Canada, Statistics Canada shall, subject to the terms of this Agreement, make the updated data files available at the official release time in Ottawa, Ontario on each Statistics Canada working day on which new data are released. The updated data files may be picked up by, or directly transmitted to, the Distributor.

2.5 In the event of an error in the maintenance, update or production process or an irrecoverable technical problem on the part of Statistics Canada that corrupts the central database or the daily update files, Statistics Canada shall, subject to the terms of this Agreement, make available to the Distributor the required corrected data as soon as reasonably possible and at no additional charge to the Distributor. Statistics Canada shall advise the Distributor as soon as possible of any such known problems.

2.6 Statistics Canada shall use its best efforts to ensure that any modifications implemented by Statistics Canada to its production procedures do not affect the Distributor's ability to meet its obligations under this Agreement.

2.7 Statistics Canada shall, if possible, supply the Distributor with copies of any communication relating to data changes which in the opinion of Statistics Canada would be of importance to the Distributor with sufficient lead time to enable the Distributor to provide advance notice of such changes to its clients.

### **3.0 OBLIGATIONS OF THE DISTRIBUTOR**

3.1 The Distributor shall keep its complete CANSIM distributor database up-to-date in accordance with this Agreement.

3.2 The Distributor shall not remove the CANSIM vector identification number from any vector provided pursuant to this Agreement.

3.3 Distributors who use MNEMONICS to identify vectors shall also provide users with access to the Statistics Canada CANSIM vector numbers, and shall report usage by the Statistics Canada CANSIM vector number.

3.4 The Distributor shall not place any data which was not obtained pursuant to this Agreement into a database containing data obtained pursuant hereto, without the express prior written approval of Statistics Canada.

3.5 The Distributor shall update its CANSIM distributor database on all working days within twelve (12) hours of receipt of the updates referred to in paragraph 2.4, and in no case later than twenty-four (24) hours after the time at which the updates are made available at or by Statistics Canada.

3.6 The Distributor shall maintain data usage monitoring and recording methods using vector identification numbers to record all accesses to individual vectors from the CANSIM distributor database.

3.7 Where a Distributor provides, from a subset file or separate database, access to any CANSIM data that were previously extracted from its CANSIM distributor database holdings, such provision shall be deemed to be an access for the purposes of this Agreement.

3.8 Where a Distributor extracts and provides to a user, a subset of the data from its CANSIM distributor database holdings, such provision shall be deemed to be an access for purposes of this Agreement.

3.9 The Distributor shall, on request by Statistics Canada, provide to Statistics Canada, at its own expense, a statement by a professionally accredited accountant or auditor, certifying that the number of accesses reported has been determined in accordance with the provisions of this Agreement and that the Distributor's method of recording and reporting data usage meets accepted accounting standards and tests.

3.10 The Distributor shall, at its own expense, create a machine-readable data usage report for each month containing the information set out below and in the format set out in Appendix I, and provide it, not later than the 5th day of the next month, to:

Dissemination Division  
Statistics Canada  
9th Floor, R.H. Coats Building  
Ottawa, Ontario  
K1A OT6

3.11 The report referred to in subsection 3.10 shall comprise a file containing the total number of accesses for each vector accessed during the month by users of the Distributor's service. The Distributor shall record separately marketing or testing accesses, for each vector so used, in accordance with Appendix I.

3.12 Where the Distributor cannot provide the report in accordance with subsection 3.10 for reasons beyond its control, it shall notify Statistics Canada by the fourth day of the month in which the report is due.

3.13 Failure of the Distributor to file a monthly data usage report by the due date, for any two consecutive months shall be cause for immediate termination of this Agreement by Statistics Canada, without further notice to the Distributor. The waiver of such right of termination, on any occasion, shall not limit Statistics Canada's rights to exercise such right of termination on any other occasion.

3.14 Where the Distributor chooses a fixed fee option from Option B, Appendix II, the Distributor will provide to Statistics Canada an annual client report on the number of clients. The client report is due on the anniversary date of the Agreement. Failure to provide the client report shall be cause for immediate termination of this Agreement by Statistics Canada, without further notice to the Distributor. The waiver of such right of termination, on any occasion, shall not limit Statistics Canada's rights to exercise such right of termination on any other occasion.

3.15 The Distributor shall provide to Statistics Canada for review all promotional literature which contains the name "CANSIM" or "CANSIM" prior to publishing the literature and shall provide to Statistics Canada free of charge a copy of all published promotional literature or newsletters which include the name "CANSIM" or "CANSIM".

3.16 The Distributor shall include in all promotional literature containing the name "CANSIM" or "CANSIM" the following phrase:

"CANSIM is an official mark adopted and used by Her Majesty the Queen in Right of Canada as represented by the Minister of Industry."

3.17 When publishing any data retrieved from CANSIM, the Distributor shall indicate the source of the data by including the words:

"Source: CANSIM, Statistics Canada".

3.18 The Distributor shall provide a copy of the Statistics Canada "End-Use Licence Agreement: CANSIM", attached as Appendix III, to all users of data from the CANSIM database.

3.19 The Distributor shall include the following notice on any magnetic or other support or transfer media (diskettes, etc.) that are supplied to any user or potential client:

"Contains copyright material and is subject to an End-Use Licence".

3.20 The Distributor shall maintain a visible message in its online electronic access systems that indicates that the CANSIM database has been licensed from Statistics Canada, and that users of the data are subject to an End-Use Licence. The following notice shall be used:

"Distributed under licence from Statistics Canada: usage is subject to an End-Use Licence".

#### **4.0 OWNERSHIP**

4.1 The CANSIM database and all intellectual property rights therein, and all Statistics Canada software used in connection therewith and the names "CANSIM" and "CANSIM" shall at all times be and remain the sole and exclusive property of Statistics Canada.

4.2 It is mutually agreed that this Agreement involves only a licence for the use of the selected database contents, and the names "CANSIM" and "CANSIM", and the Statistics Canada software used in connection with delivery or access to updates provided under this Agreement, and nothing contained herein shall be deemed to convey any title or interest therein to the Distributor or any user.

#### **5.0 USE**

5.1 Statistics Canada hereby grants to the Distributor, subject to the other terms and conditions of this Agreement, a non-transferable and non-exclusive licence to use data from the CANSIM database and the names "CANSIM" and "CANSIM" for the following purposes and no other:

- (a) to sub-licence the use of CANSIM data contained in the CANSIM database to users;
- (b) to provide an on-line or off-line service that uses the Distributor's services to deliver data or information to a user, or to transfer such data or information to a user's own data files or information systems for the user's use only;
- (c) to prepare and deliver to a user ad hoc or custom reports, or data extractions in any medium, from the CANSIM database, and/or reformat such information for use by or with some software product;

(d) to provide consulting services that involve the use of, or the delivery of, any part of the contents of the CANSIM database to any user or client of the Distributor;

(e) to develop, construct, or derive other information products and/or database services that use, or incorporate in any way, any part of the contents of the CANSIM database, and to sub-licence such product(s) to Users;

(f) to exhibit and demonstrate in public the use of the CANSIM database.

5.2 Except as provided pursuant to this Agreement, the Distributor shall not duplicate, in machine-readable form or otherwise, and distribute the data provided to it pursuant to the Agreement.

5.3 Statistics Canada shall not use the name of the Distributor or any name or mark owned by the Distributor except as expressly authorized by the Distributor.

## **6.0 FEES AND CHARGES**

6.1 The Distributor shall pay to Statistics Canada the fees set out in Appendix II in accordance with the options set out therein.

6.2 The Distributor shall remit the amount payable pursuant to subsection 6.1 within 30 days of the date of the invoice relating to the service provided.

6.3 Where applicable, the Distributor shall pay Statistics Canada for any computer costs expended by Statistics Canada in relation to any special or extra-ordinary data transformations, formatting or processing required by the Distributor. Such costs shall be estimated in advance and agreed to between the parties.

6.4 Statistics Canada shall, on the basis of the information provided by the Distributor pursuant to its monthly data usage report, determine the amount payable by the Distributor excluding marketing and testing accesses and shall invoice the Distributor accordingly.

6.5 Where, in respect of any month, the Distributor fails to provide the information required by subsection 3.10, the amount payable may be determined by Statistics Canada on the basis of the highest monthly data usage report submitted in the preceding twelve-month period.

6.6 Where, in respect of any year, the Distributor fails to provide the information required by subsection 3.14, the amount payable may be determined by Statistics Canada on the basis of the highest client report submitted in the term of the Agreement.

6.7 The Distributor shall remit the amount set out in the invoice referred to in subsection 6.4 within 30 days of the date on the invoice.

6.8 Statistics Canada may, upon 60 days written notice to the Distributor, revise the rates set out in Appendix II.

## **7.0 TERM**

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

7.2 Either party may by written notice effect the immediate termination of this Agreement in the event of a breach of any of the provisions hereof by the other party.

7.3 Statistics Canada may, without cause, terminate this Agreement by giving 60 days written notice to the Distributor.

7.4 The Distributor may, without cause, terminate the Agreement by giving 30 days written notice to Statistics Canada.

7.5 Where this Agreement is terminated pursuant to sections 7.2 through 7.4 inclusive, the Distributor shall:

(a) immediately upon termination of the Agreement, cease all distribution activities and terminate all access services, destroy all machine-readable data derived from the CANSIM database which is in its possession and certify this destruction in writing to Statistics Canada; and,

(b) pay to Statistics Canada any amounts outstanding on termination within 30 days of the date on the invoice relating to such outstanding amounts.



7.6 Any notice to be given to Statistics Canada pursuant to this Agreement shall be addressed to:

Director, Marketing Division  
Statistics Canada  
9th Floor, R.H. Coats Building  
Ottawa, Ontario  
K1A 0T6

and any notice to be given to the Distributor shall be addressed to:

## **8.0 WARRANTIES AND INDEMNIFICATION**

8.1 Statistics Canada represents that the CANSIM mark and any marks of Statistics Canada licensed hereunder do not infringe any trade name, trademark or copyright.

8.2 The Distributor shall indemnify and hold harmless Statistics Canada, its employees, servants and agents from any and all claims, losses, liabilities, costs, charges and expenses, including reasonable legal fees, arising out of, related to or, occasioned by, any acts or conduct of the Distributor, its employees or agents, whether by negligence or otherwise, relating to the processing, distribution or use of the CANSIM database. Statistics Canada shall have the right to defend against any such action or proceeding with counsel of its own selection. The Distributor shall not be liable for the negligence or wrongful acts of Statistics Canada, its employees or agents.

8.3 The provisions of this section shall survive the termination of this Agreement.

8.4 Statistics Canada makes no warranty, express or implied, with respect to the results to be obtained from the use of the CANSIM database or as to their merchantability or fitness for a particular purpose.

## **9.0 FORCE MAJEURE**

9.1 Neither party shall be responsible for delays or failures in performance resulting from: acts of God, acts of war, riots, epidemics, fire, earthquakes or other natural disasters, strikes, lockouts, governmental regulation and hardware and communications failures beyond the reasonable control of the party.

## **10.0 LANGUAGE**

10.1 Both parties agree to this document being prepared in the English language.

## **11.0 AMENDMENT**

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

## **12.0 ASSIGNMENT**

12.1 This Agreement shall not be assigned by the Distributor without the prior written consent of Statistics Canada.

## **13.0 WAIVER**

13.1 No waiver of a breach of any provision of this Agreement shall be binding on either party hereto unless reduced to writing and signed by the Parties hereto.

13.2 The failure of either Party to require the performance of any provision hereof, or the waiver of a breach of a provision of this Agreement, shall not prevent the subsequent enforcement of such provision, or be deemed to be a waiver of any subsequent breach of that provision.

## **14.0 SELECTION OF OPTION**

14.1 The Distributor elects Option(s) \_\_\_\_\_ from Appendix II to govern the pricing of the services and rights licensed under this Agreement.

14.2 The Distributor may at any time change its selection of options in Appendix II, provided that it provides Statistics Canada notice of such change, in writing, at least 60 days before the beginning of the month in respect of which the new option is to first apply.

## **15.0 CONFLICT OF INTEREST**

15.1 No member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

**16.0 ENTIRE AGREEMENT**

16.1 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. Each Appendix attached hereto shall form part of this Agreement.

**17.0 GOVERNING LAW**

17.1 This Agreement shall be governed by and construed in accordance with the laws in force in the Province of Ontario, and all federal laws applicable thereto.

This contract has been executed on behalf of the Distributor and on behalf of Her Majesty the Queen in right of Canada by their duly authorized officers.

\_\_\_\_\_  
For Distributor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
For Her Majesty the Queen  
in right of Canada

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

## **APPENDIX I: File format for reporting data usage**

Note: This is not applicable to Option B distributors.

### 1.0 Statistics file format: record type 1 - vector access statistics

<u>Item</u>	<u>Type</u>	<u>Length</u>	<u>Content</u>
Vector identification number	AN	11	alphabetic portion left-justified; numeric portion right-justified
Number of accesses	N	6	number of accesses for the individual vectors
Marketing or test access	AN	1	X, if marketing or test access; otherwise, leave blank

## **APPENDIX II: LICENCE OPTIONS AND FEES PAYABLE**

The Distributor will select from the following Options to govern the pricing of the services and rights licensed under this Agreement.

### **Option A: Licence Fee and Data Usage Fee Package**

1. On becoming a CANSIM distributor, the Distributor will pay a \$15,000 annual licence fee. In subsequent years, the Distributor will pay the annual licence fee on the anniversary date of the Agreement, or may be billed monthly or quarterly.
2. In addition, the Distributor will pay a data usage fee, payable monthly, based on the following schedule of the number of accesses reported in the reporting month. The access counts below are cumulative annually and will be re-applied commencing with the first 25,000 accesses for each year the Agreement is in force.

First 25,000 accesses	\$1.50 per access
Next 25,000 accesses	\$1.05 per access
Next 25,000 accesses	\$0.85 per access
All additional accesses within any contract year	\$0.55 per access

3. The Distributor may have up to 100,000 unique CANSIM vectors on its database.
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### **Option A.1: Direct Transmission Service**

1. Distributors who select Option A may also choose the direct transmission service for an annual fee of \$24,000. This service connects the Distributor to Statistics Canada via a TI data line.
2. The annual fee will be paid in equal monthly instalments.

## Option B: Flat rate packages

1. The Distributor will pay the annual licence fee set out in the following grid for the selected combination of vectors and clients. For example, the Distributor may choose to re-distribute 50 vectors to 1 to 50 clients for an annual fee of \$2,500.
2. The Distributor will report the number of clients once a year to Statistics Canada on the anniversary date of the Agreement.
3. On becoming a CANSIM distributor, the Distributor will pay the appropriate annual fee for the flat rate package selected. In subsequent years, the Distributor will pay the annual licence fee on the anniversary date of the Agreement, or may be billed monthly or quarterly.

Flat rate packages*					
	annual licence fees (\$)				
number of	number of clients				
vectors	1 to 50	51-100	101-150	151-200	201+
50	2,500	3,500	4,500	5,500	7,000
100	3,500	4,500	5,500	6,500	12,000
250	4,500	6,500	7,500	8,500	16,000
500	7,000	13,000	18,000	22,000	32,000
1,000	13,000	24,000	34,000	42,000	50,000
1,500	19,000	36,000	51,000	63,000	75,000
2,500	24,000	42,000	56,000	70,000	100,000
5,000	40,000	65,000	85,000	110,000	150,000
10,000	60,000	110,000	135,000	160,000	200,000
20,000	110,000	210,000	240,000	280,000	350,000
30,000	150,000	270,000	360,000	420,000	500,000
40,000	190,000	330,000	420,000	460,000	600,000
50,000	230,000	400,000	510,000	560,000	680,000
100,000	350,000	500,000	675,000	725,000	850,000

\*These prices are for end-use only.

## APPENDIX III

### END-USE LICENCE AGREEMENT: CANSIM

(Distributor Name) has been licensed to distribute CANSIM data, and you or your organization, as the case may be, (hereinafter referred to as the sub-licensee) is granted a non-exclusive, non-assignable, and non-transferable sub-licence to use the data product subject to the terms below.

#### COPYRIGHT

The Government of Canada (Statistics Canada) is the owner or a licensee of all intellectual property rights (including copyright) in the CANSIM data, hereinafter referred to as the data product. In consideration of your payment of the requisite fee, you or your organisation, as the case may be, (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 license 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 organization or to any other organization.
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, CANSIM, reference date of vectors.*
6. The Licensee shall obtain approval from Statistics Canada, before publishing any significant volumes of material extracted from the data product in any medium.

## **APPENDIX III (continued)**

### **END-USE LICENCE AGREEMENT: CANSIM (continued)**

7. Any violation of this license renders it void and of no effect. This end-use licence 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.**

### **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

E-mail: [licensing@statcan.ca](mailto:licensing@statcan.ca)  
Telephone: (613) 951-1122  
Fax: (613) 951-1134

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