

**Metropolis Project**  
**DATA ACQUISITION AND USE AGREEMENT**

between

Statistics Canada

and

**(Jurisdiction) Metropolis Centre of Excellence**

**Address**

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**As represented by:**

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title

I, the undersigned, do certify that I represent the (jurisdiction) Metropolis Centre of Excellence (hereinafter referred to as “the Centre”) and that I am authorized to sign this Agreement on its behalf.

**I understand that:**

- 1) the Government of Canada is the owner or a licensee of all intellectual property rights (including copyright) in the Statistics Canada data products provided to the Centre and listed in Appendix III herewith;
- 2) this Agreement sets out the terms and conditions under which the Centre is authorized to acquire the data products and make them available;
- 3) the data products are to be made available solely to “authorized researchers” (defined as academics, or their research assistants, in the exclusive employment of registered Canadian post-secondary educational institutions and/or their research institutes) registered with the Centre, and to the executive directors of the Metropolis Centres of Excellence in Canada;

- 4) the distribution of any data or portion of data obtained under this Agreement to anyone, other than authorized researchers and the executive directors of the Metropolis Centres of Excellence in Canada, whether through sale, donation or transfer is expressly prohibited, unless an explicit approval in writing has been obtained, in advance, from Statistics Canada;
- 5) the distribution of any data or portion of data obtained under this Agreement may be shared or exchanged between authorized researchers within a Centre or between Centres for the purpose of approved research under the Metropolis Project. Approval from Statistics Canada must be sought, in writing, for any arrangement to share the data obtained with non-academic researchers or partners involved in the Metropolis Project. Statistics Canada must be notified in advance of who will be sharing the data and for what purpose;
- 6) the data products are to be made available solely for research purposes related exclusively to the objectives of the Metropolis Program, and may not be made available for any other purposes whatsoever without an explicit written approval, in advance, from Statistics Canada. In particular, the data products are not to be made available for research or other projects which may result in a direct or indirect financial gain to any person or organization involved in the project;
- 7) the Centre will include a copy of the "Limited Use Data Product Licence Agreement", attached herewith as Appendix 1, with each data product delivered to an authorized researcher, and will take all reasonable measures to ensure that the terms and conditions of the "Limited Use Data Product Licence Agreement" are respected by authorized researchers;
- 8) the Centre shall monitor and control the distribution of aggregate data and analysis produced as a result of research using any of these data products. Such distribution is permitted in research communications such as scholarly papers, journals and the like, but the authors of these communications and documents are required to cite Statistics Canada as the source of these data and to indicate that the results or views expressed are those of the author/ authorized researcher. The Centre may approve the dissemination of data analyses through the Internet or other electronic means, but not the dissemination of the data products or any portion thereof. The Centre shall provide to Statistics Canada copies of any analysis or research based on the data products;
- 9) the data products are provided only for the duration of the Metropolis Project. At the end of the Program, unless approval for further use has been obtained from Statistics Canada, the use of all data products, including documentation, whether in the Centre's possession or in the possession of authorized researchers, will be discontinued immediately.

- 10) the Centre and the authorized researchers shall not make copies or extracts of the data products, except for backup purposes or for what is needed for purposes of carrying out their research, and any such copies or extracts shall be destroyed following their use;
- 11) any violations of this Agreement may result in the loss of access for either the Centre or the authorized researcher(s).

I acknowledge that I have read and understand the terms and conditions under which these data products are supplied, I agree to abide by these conditions and to take all reasonable measures required to enforce and administer them within the (jurisdiction) Metropolis Centre of Excellence. I will further ensure that all authorized researchers are made aware of the content of the "Limited Use Data Product Licence Agreement" before they use the data products.

**Representative of the (jurisdiction) Metropolis Centre of Excellence**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**Representative of Statistics Canada**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

## Appendix I

### LIMITED USE DATA PRODUCT LICENCE AGREEMENT

#### **METROPOLIS PROJECT**

The Government of Canada (Statistics Canada) is the owner or a licensee of all intellectual property rights (including copyright) in the data products provided to you under the auspices of the Metropolis Project. The (jurisdiction) Metropolis Centre for Excellence has been authorized to make the data products available to you and you are granted a non-exclusive, non-assignable and non-transferable sub-licence to use the data products subject to the terms below. This sub-licence is not a sale of any or all of the owner's rights.

The data products are provided "as-is", and the owner makes no warranty, either express or implied, including but not limited to, warranties of appropriateness and fitness for a particular purpose. In no event will the owner be liable for any indirect, special, consequential or other damages arising from the use of the data products, however caused.

The data products are being provided to you solely for research purposes related to the objectives of the Metropolis Project, and may not be used for any other purposes than those detailed in the research proposal submitted to and approved by the (jurisdiction) Metropolis Centre for Excellence. You shall not sell, rent, lease, lend, sub-licence or transfer any part of the data products nor any right granted under this agreement to any other person or organization. You shall not use any part of the data products to develop or derive any other data product or data service for distribution or commercial sale, nor shall you use any part of the data products in the pursuit of any commercial or income generating endeavour, either for yourself or for the organization to which you belong.

You may share access to the data products with persons listed in your Metropolis research proposal who are full-time members of registered Canadian post-secondary educational institutions and/or their research institutes, including research assistants, and are conducting research for an approved Metropolis research project. Approval must be obtained from Statistics Canada to share data with non-academic researchers associated with a Centre of Excellence. Statistics Canada must be informed, in writing, of who will be sharing the data and for what purposes. All persons with which you share access to the data products must be provided with a copy of this Agreement and must agree to abide by its terms and conditions.

You shall not attempt to re-identify the records on any microdata file obtained under this Agreement so as to relate the particulars to any individual person, business or organization.

The distribution of aggregate data and analysis produced as a result of research using any of these data products is permitted in research communications such as scholarly papers, journals and the like, but the authors of these communications and documents are required to cite Statistics Canada as the source of these data and to indicate that the results or views expressed are those of the author. The (jurisdiction) Metropolis Centre for Excellence may approve the dissemination of data analyses through the Internet or other electronic means, but not the dissemination of the data products or any portion thereof unless prior approval has been obtained from Statistics Canada.

The data products are provided to you only for the duration of your approved Metropolis research project. You are authorized to make complete or partial copies of the data products only for backup purposes. The data products must be returned to the (jurisdiction) Metropolis Centre for Excellence following the completion of your approved research project and all copies must be destroyed, unless approval has been obtained from Statistics Canada for further use.

It is YOUR RESPONSIBILITY to ensure that your use of the data products complies with these terms and to seek prior written permission from Statistics Canada for any uses not permitted or not specified in this Agreement.

This Agreement will terminate automatically without notice if you fail to comply with any of its terms.

**ANY USE WHATSOEVER OF THE DATA PRODUCTS SHALL CONSTITUTE YOUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT.**

For further information, please contact the (jurisdiction) Metropolis Centre for Excellence or

Licence Services  
Marketing Division  
Statistics Canada  
Ottawa, Ontario K1A 0T6

Tel: 613-951-8211  
Fax: 613-951-1134