



Canadian Council on Social Development  
Conseil canadien de développement social

## CSDS LEAD CONSORTIUM MEMBER MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the “Agreement”) is made this May 26, 2008.

BETWEEN:

**CANADIAN COUNCIL ON SOCIAL DEVELOPMENT**,  
a corporation incorporated under the laws of Canada,  
having an office at **Coordinates**

(herein called “CCSD”)

AND

**Consortium Lead Organization & Coordinates**

(herein called the “Lead Consortium Member” or “Lead”)

**WHEREAS** CCSD is organizing the dissemination of data from Statistics Canada to certain consortia of Canadian municipalities and non-governmental organizations through the Community Social Data Strategy (herein called the “CSDS”); and

**WHEREAS** the Lead is a member of one of such consortia; and

**WHEREAS** the Lead wishes to participate in the CSDS and to facilitate the participation of other members of its consortium (the “Consortium”) in the CSDS.

**NOW THEREFORE** in consideration of these premises and for other good and valuable consideration, the sufficiency and receipt of which is hereby mutually acknowledged, CCSD and the Lead agrees as follows.

### MAIN CONTACTS

For the purposes of this Agreement, CCSD designates as their main contact:

**Contact Person & Coordinates**

For the purposes of this Agreement, the Lead designates as main contact:

**Name: Lead Contact Name**

**Title:**

**Organisation:**

**Address:**

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Tel:

Fax:

Email:

## **TERM OF AGREEMENT**

This Agreement will be in force from the date of signing until March 31, 2011, unless earlier terminated pursuant to the provisions hereof.

## **RESPONSIBILITIES OF CCSD**

CCSD is the lead organization for the CSDS. CCSD will act as the official contact for all communications regarding the Statistics Canada data products and the licensing arrangements for those products.

CCSD will advise the Lead when the data specified in Schedule A, is posted on the CSDS website. Data will be posted as soon as reasonably practicable following delivery from Statistics Canada. CCSD shall not be liable for any costs, charges, claims, damages or expenses that the Lead Consortium Member or any Consortium member may incur as a result of any delays experienced in delivery of the Statistics Canada for whatever reason.

CCSD will provide ongoing support by telephone and email to the Lead during the term of this Agreement. Site visits may be arranged by mutual agreement. Responsibility for the expenses associated with these visits will be negotiated between CCSD and the Lead Member on a per occasion basis.

## **RESPONSIBILITIES OF THE LEAD CONSORTIUM MEMBER**

The Lead agrees to abide by the terms of this Agreement and of the Statistics Canada Data Products Sharing Licence in the form of Schedule B (the "Sharing Licence") and the Statistics Canada Consortium End-Use Licence Agreement in the form of Schedule C (the "End-Use Licence").

The Lead shall ensure that all members of its Consortium sign the Sharing Licence and designate one person to act as its licence administrator (the "Licence Administrator") of this Agreement.

The Lead shall provide evidence that all end-users (as defined in the DATA PRODUCTS SHARING LICENSE) within each Consortium member have received the End-Use Licence, before the Consortium will be given access to the data specified in Schedule A.

The Lead shall provide CCSD with the original signed copies of the Sharing Licence for delivery to Statistics Canada. The Lead shall also keep signed copies of these agreements on file.

The Lead shall ensure that it complies with all licensing and other requirements of this Agreement and the Sharing Licence and that any unauthorized use of the data by any of its members is reported to CCSD as soon as possible..

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The Lead Consortium Member will act as the lead for the CSDS Consortium in its community and advise CCSD of any requests for membership.

The Lead Consortium Member shall ensure that all information received from CCSD is communicated to the members of its Consortium.

### **INTELLECTUAL PROPERTY**

All training materials and technical documentation used, created or produced under this Agreement remain the property of the originating organization.

### **PAYMENT SCHEDULE**

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|--|-------------|
| <b>Option A</b> (one time payment of \$49,407.00 due 30 June 2008)   |             |
| Data cost.....   | \$41,153.00 |
| GST.....   | \$2,057.65  |
| Maintenance.....   | \$6,196.00  |
| <b>Option B</b> (4 annual payments of \$12,352, those annual payments due 30 June 2008, and 31 May 2009, 2010 and 2011)  |             |
| Data cost.....   | \$10,288.25 |
| GST.....   | \$514.41    |
| Maintenance.....   | \$1,549.00  |
| <b>Option C</b> (lump sum data package payment of \$43,211 due June 30, 2008 & 4 annual maintenance payments of \$1,549, those annual payments due June 30, 2008, and May 31, 2009, 2010 and 2011) |             |
| Data cost.....   | \$41,153.00 |
| GST.....   | \$2,057.65  |
| Maintenance.....   | \$1,549.00  |

### **Interest on Overdue Accounts**

Any amount unpaid on the first day following the due date shall be considered overdue. Overdue accounts will be liable to pay interest calculated and compounded monthly using the previous month's average Bank of Canada rate plus 3 percent.

### **TERMINATION**

This Agreement may be terminated by the Parties upon mutual agreement and upon 90 days written notice to the other.

Where the Lead Consortium Member is found to be in violation of this Agreement, CCSD may terminate this Agreement and the authorization to use the data referenced herein immediately upon written notice to the Lead Member.

In the event of termination of this Agreement with a Lead Consortium Member, CCSD will appoint another member of the Consortium to serve as Lead Consortium Member.

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Where the Lead Member so terminated is the Consortium's sole financial contributor, the remaining members of that Consortium will be given 90 days, should they so request of CCSD, in writing, to secure the funding required to continue as a CSDS member Consortium.

The CCSD may withdraw membership and the right to access CSDS data from any Consortium Member found to be violation of the Sharing Licence or the End-Use Licence Agreement. CCSD will inform Statistics Canada of any Consortium member that is no longer authorized to use the data products.

In the event this Agreement is terminated by mutual consent, and where the Consortium is not to continue, the Consortium will be refunded, as follows: (1) 50% of any advance expenditure made by the Consortium for a data product included in the CSDS Data Package that has not yet been provided to the Consortium; and (2) 0% of the applicable Consortium maintenance fee for the year in which the termination took effect and 100% of any fees paid in advance for the years remaining in the contract.

Where a Consortium Member's membership is terminated by mutual consent, that member will be refunded, as follows: (1) 50% of any advance expenditure made by the Member for a data product included in the CSDS Data Package that has not yet been provided to the Member; and (2) 0% of the applicable Consortium maintenance fee for the year in which the termination took effect and 100% of any fees paid by the Member, in advance, for the years remaining in the contract.

In the event of termination, the relevant Licence Administrators must erase all copies of the data products from all workstations, micro-computers or terminals and certify this removal in writing to CCSD and Statistics Canada.

## **NEW MEMBERS**

The Consortium must advise Statistics Canada, in writing, 60 days in advance, of any proposed additions to its membership.

All new members of the Consortium must deliver signed copies of the DATA PRODUCTS SHARING LICENSE, acknowledge receipt of the CONSORTIUM END USE LICENSE AGREEMENT and pay all applicable costs and fees before being given access to the data products and the website.

## **ADDITIONAL CONSIDERATIONS**

The Lead will report to CCSD annually a summary report of the types of uses made of the data received, and products produced from that data.

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**DISCLAIMER**

STATISTICS CANADA IS RESPONSIBLE FOR THE DELIVERY AND INTEGRITY OF ALL DATA PRODUCTS TO CCSD. THE LEAD ACKNOWLEDGES ON BEHALF OF ITS CONSORTIUM THAT ALL SUCH DATA PRODUCTS ARE SUPPLIED ON AN "AS IS" BASIS. CCSD DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS RELATING TO THE SUBJECT MATTER HEREOF, WHETHER EXPRESS, IMPLIED OR ARISING BY CUSTOM OR TRADE USAGE, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION, WARRANTY, AND CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CCSD IS NOT LIABLE FOR ANY DEFECT, ERRORS, OMISSIONS OR DELAYS IN THE DATA SUPPLIED BY STATISTICS CANADA TO THE CCSDS.

**NO CONSEQUENTIAL DAMAGES**

IN NO EVENT SHALL CCSD (INCLUDING CCSD'S DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST BUSINESS, LOST SAVINGS, LOST DATA, AND LOST PROFITS, REGARDLESS OF THE CAUSE AND WHETHER ARISING IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF THE BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**CAP ON LIABILITY**

IN NO EVENT SHALL CCSD (INCLUDING CCSD'S DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS) BE LIABLE FOR ANY DAMAGES HEREUNDER IN EXCESS OF \$6,176.

**GENERAL**

Neither party shall be liable to the other for any failure or delay caused by events beyond such party's reasonable control.

Any notices to be given hereunder by either party to the other may be effected by personal delivery in writing, by facsimile (with transmission confirmation), by first class mail (postage prepaid) or by electronic mail. Notices shall be addressed to the parties at the following addresses:

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|--|--------------------|
| Canadian Council on Social Development | Organization _____ |
|  | Address 1 _____    |
|  | Address 2 _____    |
|  | PC _____           |

|  |                  |
|--|------------------|
|  | Attention: _____ |
|  | Tel: _____       |
|  | Fax: _____       |
|  | Email: _____     |

Or  same contact information as above.

Each party may change the address set out above by notice to the other in accordance with this Section. Notices delivered by personal delivery, by facsimile or by email shall be deemed to have been delivered on the date of actual receipt. Notices delivered by first class mail shall be deemed to have been received three days after mailing thereof.

This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

Each of the parties hereto shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other party hereto may reasonably require from time to time for the purpose of giving effect to this Agreement, and shall use reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent, the provisions of this Agreement.

This Agreement shall be governed by and construed in accordance with the laws in force in the Province of Ontario and the courts of such Province shall have non-exclusive jurisdiction with respect to any dispute arising hereunder. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein, and cancels and supersedes any prior understandings and agreements between the parties with respect to the subject matter herein. All additions or modifications to this Agreement must be made in writing and must be signed by both parties. If any provision of this Agreement is held to be invalid or otherwise unenforceable, such provision shall no longer form part of this Agreement. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver of such right, power or privilege. The relationship of the parties is that of independent contractors and not that of employer-employee, principal-agent, joint venturer or partner. This Agreement may not be assigned by either party without the prior written consent of the other, and shall ensure to the benefit of and be binding on the parties, their respective successors and permitted assigns.

The Lead shall cause each Consortium member to sign an acknowledgement in the form of Schedule D hereto acknowledging, accepting and agreeing to the rights of CCSD hereunder with respect to such Consortium member. No Consortium member or any of its end users will be given access to the data specified in Schedule A before CCSD receives such signed acknowledgement.

**IN WITNESS WHEREOF**, each of the parties hereto has executed and delivered this Agreement.

**CANADIAN COUNCIL ON  
SOCIAL DEVELOPMENT**

By: \_\_\_\_\_

\_\_\_\_\_

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Name: \_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_

**Lead Organization:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE A  
LIST OF CONSORTIUM MEMBERS**

**Member 1**  
**Member 2**



## SCHEDULE B

### LIST OF DATA PRODUCTS AND DATA DELIVERY SCHEDULE

#### Description of Work and Estimated Date of Completion

| DATE  | DESCRIPTION OF WORK  |
|---|--|
| May 29, 2008  | <p><b>Product: 2006 Census Cumulative Area Profiles CD-ROM</b></p> <p><b>Number of Tables: 9</b></p> <p><b>Geographies:</b><br/>Canada, provinces and territories, federal electoral district (FED) (2003 Representation Order), Census Metropolitan Area/Census Agglomeration (CMA/CA), Census Division/Census Subdivision (CD/CSD), Census Tract (CT), Forward Sortation Area (FSA), Dissemination area (DA), urban area (UA) and designated place (DPL)</p> <p><b>Delivery Media:</b> CD-ROM</p> <p><b>File Format:</b> Beyond 20/20</p>                        |
| <p>3rd quarter 2008<br/>July 17, 2007 through 3rd quarter 2008. Some available on day of release and some to follow throughout the dissemination cycle.</p> | <p><b>Product: 2006 Census Topic Bundles</b></p> <p><b>Number of Tables: Approximately 165 Tables</b></p> <p><b>Geographies:</b><br/>Various levels of geography (dependent on type of tabulation - some available on day of release and some to follow).<br/>CSDs are the lowest level. Many (not all) tables will be available at the CSD level.<br/>The Topic Bundles contains all the tables made available for free on the day of release in Beyond 20/20 format.</p> <p><b>Delivery Media:</b> CD-ROM and E-mail</p> <p><b>File Format:</b> Beyond 20/20</p> |

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| <p>November 31, 2008</p> <p>Statistics Canada will make every reasonable effort to deliver these tables on time. As we do not have all of these custom geographies finalized at this time, data delivery may be delayed. If delays are foreseen, STC will provide CCSD the reason for the delay and a new delivery date.</p> | <p><b>Product: 2006 Census Semi-custom Basic Profiles</b></p> <p><b>Number of Tables: 1</b></p> <p><b>Custom Geographies:</b><br/> <b>Region of Peel</b> – Wards (26)<br/> <b>City of Calgary</b> - Health Region (1) and City Community Districts (244)<br/> <b>City of Edmonton</b> – Neighbourhoods (350)<br/> <b>City of Ottawa</b> – Wards (23), Planning Areas (20)<br/> <b>Regional Municipality of Waterloo</b> – Planning Districts (110)<br/> <b>City of Hamilton</b> – Former Municipalities (6), Wards (15), Urban Rural (2) and Planning Units (237)<br/> <b>City of Toronto</b> – Wards (44), Former Municipalities (6), and Neighbourhoods (140)<br/> <b>City of Winnipeg</b> – N'bourhood Characterization Areas (230), Electoral Wards (15), Electoral Committee Areas (5), WHRA N'bourhood Clusters (25), WHRA Community Areas (12), River East (w/o E.St.Paul) &amp; Seven Oaks (w/o W.St.Paul) (2), WRHA Authority Area (1), Downtown (Aggregate of defined NCAs) (1), Inner City (Aggregate of defined NCAs) (1), Non-Inner City (City - Inner City NCAs) (1), Total City of Winnipeg (All NCAs) (1), Wpg Urban Region (1), Non-Wpg Urban Region (Aggregate 21 Satellite Centres Only) (1), Tribal Councils (7), Health Municipalities (273), Satellite Centres around Winnipeg (Aggregate of 9 Centres) (1) and Community Centres Areas (71)<br/> <b>Region of Halton</b> – Planning Districts (43), Wards (20) and Policing zones (46)<br/> <b>City of Montreal</b> – CSLC (28) and Boroughs (29)</p> <p><b>Special Notes:</b></p> <ol style="list-style-type: none"> <li>1. These custom geographies are assumed to exist within STC from previous 2001 or 2006 Census requests</li> <li>2. Statistics Canada will bring these geographies into 2006 base without additional cost</li> <li>3. Cost for producing new custom geographies or making changes to existing files will be negotiated separately</li> <li>4. Data extraction for custom geographies will begin only when all geographies are finalized and approved by CCSD</li> <li>5. CCSD is expected to sign a separate contract with Statistics Canada for this product.</li> </ol> <p><b>Delivery Media:</b> CD-ROM</p> <p><b>File Format:</b> Beyond 20/20</p> |
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| <p>June 30, 2008<br/>Standard tables down to the DA level will be available 3 weeks after this contract is signed.</p> <p>March 31, 2009<br/>Remaining tables at all levels of geographies will be delivered before March 31, 2009.</p> <p>Statistics Canada will make every reasonable effort to deliver these tables on time. If delays are foreseen, STC will provide CCSD the reason for the delay and a new delivery date.</p> <p>Data tables will be delivered as they become available.</p> | <p><b>Product: 2006 Census Basic Cross-tabulations and Semi-custom tabulations</b></p> <p><b>Number of Tables: 40</b><br/>CCSD will choose 40 tables from Topic Based tabulations.</p> <p><b>Standard Geographies:</b><br/>CT data will be provided at the National level.<br/>DA data will be provided for existing 15 members.</p> <p><b>Custom Geographies:</b><br/> <b>Region of Peel</b> – Wards (26)<br/> <b>City of Calgary</b> - Health Region (1) and City Community Districts (244)<br/> <b>City of Edmonton</b> – Neighbourhoods (350)<br/> <b>City of Ottawa</b> – Wards (23), Planning Areas (20)<br/> <b>Regional Municipality of Waterloo</b> – Planning Districts (110)<br/> <b>City of Hamilton</b> – Former Municipalities (6), Wards (15), Urban Rural (2) and Planning Units (237)<br/> <b>City of Toronto</b> – Wards (44), Former Municipalities (6), and Neighbourhoods (140)<br/> <b>City of Winnipeg</b> – N'bourhood Characterization Areas (230), Electoral Wards (15), Electoral Committee Areas (5), WHRA N'bourhood Clusters (25), WHRA Community Areas (12), River East (w/o E.St.Paul) &amp; Seven Oaks (w/o W.St.Paul) (2), WRHA Authority Area (1), Downtown (Aggregate of defined NCAs) (1), Inner City (Aggregate of defined NCAs) (1), Non-Inner City (City - Inner City NCAs) (1), Total City of Winnipeg (All NCAs) (1), Wpg Urban Region (1), Non-Wpg Urban Region (Aggregate 21 Satellite Centres Only) (1), Tribal Councils (7), Health Municipalities (273), Satellite Centres around Winnipeg (Aggregate of 9 Centres) (1) and Community Centres Areas (71)<br/> <b>Region of Halton</b> – Planning Districts (43), Wards (20) and Policing zones (46)<br/> <b>City of Montreal</b> – CSLC (28) and Boroughs (29)</p> <p><b>Special Notes:</b></p> <ol style="list-style-type: none"> <li>1. These custom geographies are assumed to exist within STC from previous 2001 or 2006 Census requests</li> <li>2. Statistics Canada will bring these geographies into 2006 base without additional cost</li> <li>3. Cost for producing new custom geographies or making changes to existing files will be negotiated separately</li> <li>4. Data extraction for custom geographies will begin only when all geographies are finalized and approved by CCSD</li> <li>5. CCSD is expected to sign a separate contract with Statistics Canada for this product.</li> </ol> <p><b>Delivery Media:</b> CD-ROM</p> <p><b>File Format:</b> Beyond 20/20</p> |
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| <p>August 15, 2008<br/>Tables down to the DA level will be delivered by August 15th, 2008.</p> <p>March 31, 2009<br/>Tables by custom geographies will be delivered by March 31, 2009</p> <p>Statistics Canada will make every reasonable effort to deliver these tables on time. If delays are foreseen, STC will provide CCSD the reason for the delay and a new delivery date.</p> <p>Data tables will be delivered as they become available.</p> | <p><b>Product: 2006 Census Target Group Profiles</b></p> <p><b>Number of Tables: 7</b></p> <ol style="list-style-type: none"> <li>1. Francophones</li> <li>2. Persons with Disabilities</li> <li>1. Visible Minorities</li> <li>2. Aboriginal Peoples (identity)</li> <li>3. Recent Immigrants (arrived since 2001 census)</li> <li>4. Lone Parents (Female)</li> <li>5. Seniors over 65</li> </ol> <p><b>Standard Geographies:</b><br/>CMA, CD, CSD, CT and DA data will be provided for existing 15 members.</p> <p><b>Custom Geographies:</b><br/> <b>Region of Peel</b> – Wards (26)<br/> <b>City of Calgary</b> – Health Region (1) and City Community Districts (244)<br/> <b>City of Edmonton</b> – Neighbourhoods (350)<br/> <b>City of Ottawa</b> – Wards (23), Planning Areas (20)<br/> <b>Regional Municipality of Waterloo</b> – Planning Districts (110)<br/> <b>City of Hamilton</b> – Former Municipalities (6), Wards (15), Urban Rural (2) and Planning Units (237)<br/> <b>City of Toronto</b> – Wards (44), Former Municipalities (6), and Neighbourhoods (140)<br/> <b>City of Winnipeg</b> – N'bourhood Characterization Areas (230), Electoral Wards (15), Electoral Committee Areas (5), WHRA N'bourhood Clusters (25), WHRA Community Areas (12), River East (w/o E.St.Paul) &amp; Seven Oaks (w/o W.St.Paul) (2), WRHA Authority Area (1), Downtown (Aggregate of defined NCAs) (1), Inner City (Aggregate of defined NCAs) (1), Non-Inner City (City - Inner City NCAs) (1), Total City of Winnipeg (All NCAs) (1), Wpg Urban Region (1), Non-Wpg Urban Region (Aggregate 21 Satellite Centres Only) (1), Tribal Councils (7), Health Municipalities (273), Satellite Centres around Winnipeg (Aggregate of 9 Centres) (1) and Community Centres Areas (71)<br/> <b>Region of Halton</b> – Planning Districts (43), Wards (20) and Policing zones (46)<br/> <b>City of Montreal</b> – CSLC (28) and Boroughs (29)</p> <p><b>Special Notes:</b></p> <ol style="list-style-type: none"> <li>1. These custom geographies are assumed to exist within STC from previous 2001 or 2006 Census requests</li> <li>2. Statistics Canada will bring these geographies into 2006 base without additional cost</li> <li>3. Cost for producing new custom geographies or making changes to existing files will be negotiated separately</li> <li>4. Data extraction for custom geographies will begin only when all geographies are finalized and approved by CCSD</li> <li>5. CCSD is expected to sign a separate contract with Statistics Canada for this product.</li> </ol> <p><b>Delivery Media:</b> E-mail and CD-ROM</p> <p><b>File Format:</b> Beyond 20/20</p> |
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| <p>October 31, 2009<br/>         Statistics Canada will make every reasonable effort to deliver these tables on time. As we do not have all of these custom geographies finalized at this time, data delivery may be delayed. If delays are foreseen, STC will provide CCSD the reason for the delay and a new delivery date.</p> <p>Data tables will be delivered as they become available.</p> | <p><b>Product: 2006 Census Urban Poverty Project (UPP)</b></p> <p><b>Number of Tables: Approx. 28</b></p> <p><b>Standard Geographies:</b><br/>         CMA, CD, CSD, CT and DA data will be provided for existing 15 members.</p> <p><b>Custom Geographies:</b></p> <p><b>Region of Peel</b> – Wards (26)<br/> <b>City of Calgary</b> – Health Region (1) and City Community Districts (244)<br/> <b>City of Edmonton</b> – Neighbourhoods (350)<br/> <b>City of Ottawa</b> – Wards (23), Planning Areas (20)<br/> <b>Regional Municipality of Waterloo</b> – Planning Districts (110)<br/> <b>City of Hamilton</b> – Former Municipalities (6), Wards (15), Urban Rural (2) and Planning Units (237)<br/> <b>City of Toronto</b> – Wards (44), Former Municipalities (6), and Neighbourhoods (140)<br/> <b>City of Winnipeg</b> – N'bourhood Characterization Areas (230), Electoral Wards (15), Electoral Committee Areas (5), WHRA N'bourhood Clusters (25), WHRA Community Areas (12), River East (w/o E.St.Paul) &amp; Seven Oaks (w/o W.St.Paul) (2), WRHA Authority Area (1), Downtown (Aggregate of defined NCAs) (1), Inner City (Aggregate of defined NCAs) (1), Non-Inner City (City - Inner City NCAs) (1), Total City of Winnipeg (All NCAs) (1), Wpg Urban Region (1), Non-Wpg Urban Region (Aggregate 21 Satellite Centres Only) (1), Tribal Councils (7), Health Municipalities (273), Satellite Centres around Winnipeg (Aggregate of 9 Centres) (1) and Community Centres Areas (71)<br/> <b>Region of Halton</b> – Planning Districts (43), Wards (20) and Policing zones (46)<br/> <b>City of Montreal</b> – CSLC (28) and Boroughs (29)</p> <p><b>Special Notes:</b></p> <ol style="list-style-type: none"> <li>1. Table specifications from the 2001 Census "Urban Poverty Project" will be used with minor modifications.</li> <li>2. Significant changes to the table specifications compared to 2001 UPP tables may result in additional cost.</li> <li>3. These custom geographies are assumed to exist within STC from previous 2001 or 2006 Census requests</li> <li>4. Statistics Canada will bring these geographies into 2006 base without additional cost</li> <li>5. Cost for producing new custom geographies or making changes to existing files will be negotiated separately</li> <li>6. Data extraction for custom geographies will begin only when all geographies are finalized and approved by CCSD</li> <li>7. CCSD is expected to sign a separate contract with Statistics Canada for this product. Detailed table specifications will be provided in that contract.</li> </ol> <p><b>Delivery Media:</b> E-mail and CD-ROM</p> <p><b>File Format:</b> Beyond 20/20</p> |
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| <p>April 01, 2008<br/>CT and DA files will be delivered two weeks after receiving the signed contract.</p>  | <p><b>Product: 2006 Census Cartographic Boundary Files (CBFs)</b></p> <p><b>Geographies:</b><br/>CT level will be provided at the National<br/>DA level files will be provided for the following geographies.</p> <ol style="list-style-type: none"> <li>1. City of Hamilton</li> <li>2. York Regional Municipality</li> <li>3. Simcoe County</li> <li>4. City of Calgary</li> <li>5. City of Edmonton</li> <li>6. City of Winnipeg</li> <li>7. City of Peterborough</li> <li>8. City of Montreal</li> </ol> <p>Dissemination Blocks (DB) level files will be provided upon request</p> <p><b>Special Notes:</b></p> <ol style="list-style-type: none"> <li>1. Cost of the DB CBF will be calculated based on the request and CCSD to pay STC.</li> </ol> <p><b>Delivery Media:</b> E-mail and CD-ROM</p> <p><b>File Format:</b> ArcView (Shape files), MapInfo Files or GML</p> |
| <p>May 2008 to May 2012</p> <p>2006 Data TBD in May 2008<br/>2007 Data TBD in May 2009<br/>2008 Data TBD in May 2010<br/>2009 Data TBD in May 2011<br/>2010 Data TBD in May 2012</p> <p>TBD – To be delivered</p> | <p><b>Product: Small Area and Administrative Data Division (SAADD) – Family Tables 1-18</b></p> <p><b>Geographies:</b><br/>Canada, Provinces and territories, Federal Electoral District (FED) (2003 Representation Order), Economic Regions, Census Metropolitan Area/Census Agglomeration (CMA/CA), Census Division, Postal Cities, Rural Postal Codes and Forward Sortation Area (FSA).<br/>All levels of geographies will be provided for existing 15 member geographies.</p> <p><b>Delivery Media:</b> E-mail and CD-ROM</p> <p><b>File Format:</b> EXCEL</p>   |

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| <p>April 2008 to April 2011</p> <p>June 2007 Data TBD in April 2008<br/>December 2007 Data TBD in April 2008<br/>June 2008 Data TBD in September 2008<br/>December 2008 Data TBD in April 2009<br/>June 2009 Data TBD in September 2009<br/>December 2009 Data TBD in April 2010<br/>June 2010 Data TBD in September 2010<br/>December 2010 Data TBD in April 2011</p> <p>TBD – To be delivered</p> | <p><b>Product: Canadian Business Patterns (CBP) – June and December Releases (2007-2010)</b></p> <p><b>Standard Geographies:</b><br/>Canada, Provinces and territories, Census Metropolitan Area/Census Agglomeration (CMA/CA), Census Divisions (CD) and Census Subdivisions (CSD)<br/>These geographies will be provided at the national level.</p> <p><b>Custom Geography:</b><br/>Census Tracts (CT)<br/>This geography will be provided for existing 15 member geographies where available.<br/>Data will be provided by 6 digit NAICS.</p> <p><b>Delivery Media:</b> E-mail and CD-ROM</p> <p><b>File Format:</b> Beyond 20/20</p> |
| <p>February 2008 to February 2012</p> <p>2006 Data TBD in February 2008<br/>2007 Data TBD in February 2009<br/>2008 Data TBD in February 2010<br/>2009 Data TBD in February 2011<br/>2010 Data TBD in February 2012</p> <p>TBD – To be delivered</p>  | <p><b>Product: Survey of Household Spending (SHS) – Detailed Average Household Expenditure for Canada, Provinces/Territories and Selected Metropolitan Areas (Annual Data 2006-2010)</b></p> <p><b>Geographies:</b><br/>Canada, Provinces and Territories and selected Census Metropolitan Areas</p> <p><b>Delivery Media:</b> E-mail and CD-ROM</p> <p><b>File Format:</b> EXCEL</p>  |

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| <p>February 2008 to February 2012</p> <p>2006 Data TBD in February 2008<br/>2007 Data TBD in February 2009<br/>2008 Data TBD in February 2010<br/>2009 Data TBD in February 2011<br/>2010 Data TBD in February 2012</p> <p>TBD – To be delivered</p> | <p><b>Product: Survey of Household Spending (SHS) – Dwelling Characteristics and Household Equipment for Canada, Provinces/Territories and Selected Metropolitan Areas (Annual Data 2006-2010)</b></p> <p><b>Geographies:</b><br/>Canada, Provinces and Territories and selected Census Metropolitan Areas</p> <p><b>Delivery Media:</b> E-mail and CD-ROM</p> <p><b>File Format:</b> EXCEL</p> |
| <p>February 2008 to February 2012</p> <p>2007 Data TBD in February 2008<br/>2008 Data TBD in February 2009<br/>2009 Data TBD in February 2010<br/>2010 Data TBD in February 2011<br/>2011 Data TBD in February 2012</p> <p>TBD – To be delivered</p> | <p><b>Product: Labour Force Historical Review on CD-ROM (Annual Data 2007-2011)</b></p> <p><b>Geographies:</b><br/>Canada, Provinces and some tables will be available for CMAs and Economic Regions (ER)</p> <p><b>Delivery Media:</b> CD-ROM</p> <p><b>File Format:</b> Beyond 20/20</p>  |
| <p>April 2008 to November 2011</p> <p>2006 Data TBD in April 2008<br/>2007 Data TBD in November 2008<br/>2008 Data TBD in November 2009<br/>2009 Data TBD in November 2010<br/>2010 Data TBD in November 2011</p> <p>TBD – To be delivered</p>       | <p><b>Product: Canadian Crime Statistics Custom Extraction (Annual Data 2006-2010)</b></p> <p><b>Geographies:</b><br/>Canada, CMAs and CSDs<br/>Data will be provided at the National level</p> <p><b>Delivery Media:</b> E-mail and CD-ROM</p> <p><b>File Format:</b> Beyond 20/20</p>   |



**SCHEDULE C**

*Form of:*

**STATISTICS CANADA DATA PRODUCTS SHARING LICENCE**

Date \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Organisation \_\_\_\_\_

Address 1 \_\_\_\_\_

Address 2 \_\_\_\_\_

PC \_\_\_\_\_

**RE: STATISTICS CANADA DATA PRODUCTS SHARING LICENCE**

Dear Licence Administrator:

This License authorizes the Member's End Users to access the Statistics Canada data products listed in Schedule B.

The rights granted by this Licence are extended to the Consortium Member and to designated employees of such Member, and to other individuals working exclusively with or on behalf of the Consortium (collectively, the "End Users").

As the Authorized Officer you shall be the official contact for all communications about this licence and its administration.

You are authorized to assign authorization to members of your organization to access data tables on the CSDS Member website and/or to install the data products and/or any accompanying documentation and to permit access to these products at, or from separate local workstations, micro-computers or terminals operating either as stand-alone units or connected in a local network (LAN) or a wide area network (WAN) in accordance with the following conditions.

As the Authorized Officer, you agree to ensure that employees of your organization are informed of the conditions of use of the data products as they appear in the CONSORTIUM END-USE LICENCE AGREEMENT, attached as Schedule D. This licence document shall govern the uses of the data products by all authorized users.

It shall be your responsibility to ensure the proper installation of any data products within the premises of your organization and to ensure that this utilization conforms to the terms of the CONSORTIUM END-USE LICENCE AGREEMENT.

The Consortium Member hereby acknowledges that it assumes full responsibility for any breach of the Memorandum of Agreement, the Data Product SHARING LICENCE and/or

the CONSORTIUM END USE LICENCE AGREEMENT or any misuse of any of the data products by it or by any of its End Users.

**TERMINATION:**

The Canadian Council on Social Development shall terminate the authorization to use of any organization that is found to be in violation of this Agreement or the CONSORTIUM END-USE LICENCE AGREEMENT.

In the event of termination, your authorization to access data from the CSDS Member website will be revoked and you must erase any copies of these data products that may reside locally on any workstation, micro-computer or terminal in your organization and certify this removal in writing to the Canadian Council on Social Development. The Canadian Council on Social Development in turn shall advise Statistics Canada that the organization in default is no longer authorized to use the data products.

For further information from Statistics Canada, please contact:

Licence Services      Tel: (613) 951-1122  
 Marketing Division      Fax: (613) 951-1134  
 Statistics Canada, Ottawa, Ontario K1A OT6

Yours sincerely,

**Signature**

Canadian Council on Social Development

I acknowledge that I have read and understand the terms and conditions under which the Statistics Canada data products can be made accessible to my organization and that the organization will abide by them.

\_\_\_\_\_  
 Member Organization

\_\_\_\_\_  
 Authorized Officer

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Name (print)

(\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
 Phone

\_\_\_\_\_  
 Date

## SCHEDULE D

*Form of:*

### CONSORTIUM END-USE LICENCE AGREEMENT

This document sets out the conditions under which the data products listed in Schedule A can be used by the employees of \_\_\_\_\_ (Name of Organization).

#### **COPYRIGHT**

The Government of Canada (Statistics Canada) is the owner or a licensee of all intellectual property rights (including copyright) the data products. As an employee of the organization (hereinafter referred to as the "licensee") has been granted a non-exclusive, non-assignable and non-transferable licence to use the data products 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 products 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 products nor any right granted under this agreement to any person outside the licensed organisation or to any other organisation.
3. The licensee shall not disassemble, decompile or in any way attempt to reverse engineer any software provided as part of the data products.
4. The licensee 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.
5. The licensee is granted reasonable rights of use of the content of the data products 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 products 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, name of product, catalogue number of product, reference date of product.
6. The Licensee shall obtain approval from Statistics Canada, before publishing any significant volumes of material extracted from the data products in any medium.
7. Any violation of this license renders it void and of no effect. This 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 products to Statistics Canada or destroy it and certify this destruction in writing to Statistics Canada.

#### **WARRANTIES AND DISCLAIMERS**

The data products are 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 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. 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. ANY VIOLATION OF THESE TERMS MAY RESULT IN TERMINATION OF THIS LICENCE.**

The Licence Administrator identified below shall be the official contact within the organization for any communication about the licence and its administration and has agreed to ensure that all authorized users are delivered a copy of this "CONSORTIUM END-USE LICENCE AGREEMENT" document.

#### **For further information please contact:**

|   |  |
|---|--|
| Licensing Services                        | E-mail: <a href="mailto:licensing@statcan.ca">licensing@statcan.ca</a> |
| Marketing Division, Statistics Canada     | Telephone: (613) 951-1122  |
| R.H. Coats Building, 9th floor, section A | Fax: (613) 951-1134  |
| Ottawa, Ontario K1A 0T6, Canada           |  |

You must obtain authorization from your Licence Administrator to utilize these products.

Your Licence Administrator is: \_\_\_\_\_

and may be reached at TEL: \_\_\_\_\_.

**SCHEDULE E**

*Form of:*

**ACKNOWLEDGEMENT**

TO: Canadian Council on Social Development ("CCSD")  
Address

AND TO: \_\_\_\_\_

DATED: \_\_\_\_\_, 200\_\_.

In consideration of \_\_\_\_\_ (the "Consortium Member") and its  
name of Consortium Member  
end users being granted access by CCSD to certain data originating from Statistics  
Canada, the undersigned Consortium Member, on behalf of itself and its end users,  
acknowledges, accepts and agrees to the rights of CCSD under that certain CSDS Lead  
Consortium Member Memorandum of Agreement dated \_\_\_\_\_, 2003,  
as amended from time to time (the "Agreement"), with respect to the undersigned  
Consortium Member and its end users. For the purposes of this Acknowledgement,  
such rights of CCSD shall be deemed to include, without limitation, the rights of CCSD  
appearing in the sections of the Agreement appearing under the following headings of  
the Agreement: RESPONSIBILITIES OF CCSD; TERMINATION; LIMITED  
REPRESENTATIONS; NO CONSEQUENTIAL DAMAGES; CAP ON LIABILITY; and  
GENERAL.

\_\_\_\_\_  
Name of Consortium Member

By: \_\_\_\_\_

Name: \_\_\_\_\_

Office: \_\_\_\_\_

\_\_\_\_\_