

# Statistics Canada Open Licence Agreement

This agreement is between Her Majesty the Queen in Right of Canada, as represented by the Minister for Statistics Canada ("Statistics Canada") and you (an individual or a legal entity that you are authorized to represent).

The following are terms governing your use of the Information. Your use of any Information indicates your understanding and agreement to be bound by these terms. If you do not agree to these terms, you may not use the Information.

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. Your use of the Information will be governed by the terms of the agreement in force as of the date and time you accessed the Information.

## Definitions

"Information" means any data files, data bases, tables, graphs, maps and text for which Statistics Canada is the owner or a licensee of all intellectual property rights and made available to you in accordance with this agreement, at cost or no cost, either on the Statistics Canada website or by other means as a result of a contract for goods or services.

"Value-added Products" means any products you have produced by adapting or incorporating the Information, in whole or in part, in accordance with this agreement.

## Licence Grant

Subject to this agreement, Statistics Canada grants you a worldwide, royalty-free, non-exclusive licence to:

- use, reproduce, publish, freely distribute, or sell the Information;
- use, reproduce, publish, freely distribute, or sell Value-added Products; and,
- sublicense any or all such rights, under terms consistent with this agreement.

In doing any of the above, you shall:

- reproduce the Information accurately;
- not use the Information in a way that suggests that Statistics Canada endorses you or your use of the Information;
- not misrepresent the Information or its source;
- use the Information in a manner that does not breach or infringe any applicable laws;
- not merge or link the Information with any other databases for the purpose of attempting to identify an individual person, business or organization; and
- not present the Information in such a manner that gives the appearance that you may have received, or had access to, information held by Statistics Canada about any identifiable individual person, business or organization.

## Intellectual Property Rights

Intellectual property rights, being any and all intellectual property rights recognized by the law, including but not limited to, intellectual property rights protected through legislation, in Value-added Products, shall vest in you, in such person as you shall decide or as determined by law.

Intellectual property rights that Statistics Canada may have in the Information shall remain the property of Statistics Canada. Intellectual property rights that third parties may have in the Information shall remain their property.

## **Acknowledgment of Source**

(a) You shall include and maintain the following notice on all licensed rights of the Information:

*Source: Statistics Canada, name of product, reference date. Reproduced and distributed on an "as is" basis with the permission of Statistics Canada.*

(b) Where any Information is contained within a Value-added Product, you shall include on such Value-added Product the following notice:

*Adapted from Statistics Canada, name of product, reference date. This does not constitute an endorsement by Statistics Canada of this product.*

## **Advertising and Publicity**

You shall not include on any reproduction of the Information or any material relating to your Value-added Product, or elsewhere:

- (a) the name, crest, logos or other insignia or domain names of Statistics Canada or the official symbols of the Government of Canada, including the Canada wordmark, the Coat of Arms of Canada, and the flag symbol, without written authorization from the Treasury Board Secretariat. Request for authorization from the Treasury Board Secretariat may be addressed to:

[information@fip-pcim.gc.ca](mailto:information@fip-pcim.gc.ca)  
Federal Identity Program  
Treasury Board of Canada Secretariat  
300 Laurier Avenue West  
Ottawa, Canada K1A 0R5

- (b) any annotation that may be interpreted as an endorsement by the Statistics Canada of the Value-added Product or that would imply that you have an exclusive distribution arrangement for any or all of the Information or that you have access to any confidential information or information not available to others.

## **No Warranty and no Liability**

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 or damage, however caused, that you may suffer at any time by reason of your possession, access to or use of the Information or arising out of the exercise of your rights or the fulfilment of your obligations under this agreement.

## **Term**

This agreement is effective as of the date and time you access the Information and shall terminate automatically if you breach any of the terms of this agreement.

Notwithstanding termination of this agreement:

1. you may continue to distribute Value-added Products for the purpose of completing orders made before the termination of this agreement provided you comply with the requirements set out in the Acknowledgment of Source clause; and
2. individuals or entities who have received Value-added Products or reproductions of the Information from you pursuant to this agreement will not have their licences terminated provided they remain in full compliance with those licences.

## **Survival**

All obligations which expressly or by their nature survive termination of this agreement shall continue in full force and effect. For greater clarity, and without limiting the generality of the foregoing, the following provisions survive expiration or termination of this agreement: Acknowledgment of Source, and No warranty and no Liability.

## **Applicable Law**

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.

Downloaded on Oct 2, 2012 from <http://www.statcan.gc.ca/reference/licence-eng.html>

# Statistics Canada Open Licence Agreement - Frequently Asked Questions (FAQ)

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## 1. What is an "open" licence?

An open licence promotes wide use of data. It contains few restrictions on how data may be used and specifically allows its further distribution for both commercial and non-commercial ventures. There are no fees for any such use.

## 2. What data sharing rights come with the Statistics Canada Open Licence Agreement?

This licence agreement allows you to use Statistics Canada information without restrictions on sharing and redistribution, for commercial and non-commercial purposes. You must always acknowledge Statistics Canada as the source of the information and adhere to the conditions of the Statistics Canada Open Licence.

## 3. Does the Statistics Canada Open Licence apply to all Statistics Canada products?

The Open Licence governs the use of aggregated free and priced information, regardless of medium, format or reference year, that is published on Statistics Canada's website or available through a Statistics Canada representative.

The Open Licence applies to both standard and custom products and services with the exception of Statistics Canada's postal products ([see list](#)) and Public Use Microdata Files (PUMFs).

When you obtain a PUMF or a postal product from Statistics Canada, you will be informed of its terms and conditions of use. If you already have one of these products and would like information on its conditions of use, please [Contact Us](#).

#### **4. If I already have a licence agreement with Statistics Canada, do I need to contact you for termination?**

No. Existing licence agreements (End-use, Corporate Use, Consortium Use and Internet Use) become null and void. Effective February 1, 2012, standard or custom data you previously licensed from Statistics Canada are covered under the Statistics Canada Open Licence, with the exception of Statistics Canada's postal products ([see list](#)) and Public Use Microdata Files (PUMFs).

When you obtain a PUMF or a postal product from Statistics Canada, you will be informed of its terms and conditions of use. If you already have one of these products and would like information on its conditions of use, please [Contact Us](#).

#### **5. Is personal information provided to Statistics Canada protected?**

Personal information created, held or collected by Statistics Canada is kept confidential and protected by the [Privacy Act](#) and by the [Statistics Act](#). Data published by Statistics Canada are considered public data, are not sensitive in nature, and do not identify or provide ways to identify individuals or organizations.

#### **6. Does the Statistics Canada Open Licence apply to third party materials found on Statistics Canada's website?**

Information for which third parties own intellectual property rights is excluded from the Statistics Canada Open Licence. For such materials, you will need to contact the owner to obtain guidelines on use of their information.

On the Statistics Canada website, any third party material will be clearly identified. You must source third parties when reproducing their materials.

#### **7. Do I need to sign the Statistics Canada Open Licence?**

No signature is required. By using the data, you are accepting all the terms and conditions of the Open Licence.

#### **8. Do I need to provide sourcing for every table or graph I create using Statistics Canada information?**

Statistics Canada must be cited whenever data are used. If it is too cumbersome to cite the complete source(s) for each item, you may provide a truncated source ("Statistics Canada, reference year") and a link to a separate reference list. This list should be easily accessible by users of the information.

## **9. Am I permitted to sell Statistics Canada data "as is" or value-added products that I have created?**

Under the Statistics Canada Open Licence, you are permitted to sell the Statistics Canada data "as is". You may also sell a value-added product you have created using Statistics Canada data under conditions granted in the Open Licence.

## **10. Will Statistics Canada issue a written permission if I request it?**

If you require a written permission for your records, please use the following:

"Statistics Canada hereby grants you the permission to use, reproduce, publish, freely distribute or sell information covered by the Statistics Canada Open Licence Agreement. In any use of this information, you must adhere to the conditions of the Statistics Canada Open Licence Agreement. If you do not agree to these terms, you may not use the information."

## **11. Am I permitted to provide a link to your website?**

Yes, Statistics Canada encourages third parties to link to its site. You do not need permission from Statistics Canada to do so, but you must follow these linking practices:

- Use only text links for linking to the Statistics Canada website.
- Do not link and/or use the official symbols of the Government of Canada and Federal Identity Program (FIP) signatures as navigational aids.
- The official symbols of the Government of Canada and the FIP signatures appear on non-government sites only when they are used to identify a government contribution or participation in a collaborative arrangement.
- The creation of a link does not confuse the user as to the source of the information through such practices as framing.

## **12. Am I permitted to include a screen shot of your website?**

Yes, you may show a screen shot of the Statistics Canada website as long as the official logos within the screenshot are not used on their own. You must also provide the source and include the hyperlink to this page on our site.

## **13. Am I permitted to use your survey questions?**

Yes, you may undertake a survey using questions from Statistics Canada, provided that:

- Under no circumstances, in any electronic, written and/or oral communications, should the name, logo or other proprietary graphic or trademark of Statistics Canada be associated with or included in the material reproduced.
- No framing techniques are used to enclose any Statistics Canada trademark, logo or other proprietary information.
- The name of Statistics Canada does not appear anywhere within the material reproduced, the questions, on the questionnaire, nor with any reference to the Statistics Act.

## **14. Can Statistics Canada terminate my rights under the Statistics Canada Open Licence?**

Statistics Canada will terminate this agreement only if you violate its terms and conditions, and do not rectify the breach to Statistics Canada's satisfaction within a specified period of time.

## **15. Will Statistics Canada amend the copyright statements in historical publications and products?**

No. As of February 1, 2012, information published by Statistics Canada is automatically covered by the Open Licence with the exception of Statistics Canada's postal products ([see list](#)) and Public Use Microdata Files (PUMFs).

When you obtain a PUMF or a postal product from Statistics Canada, you will be informed of its terms and conditions of use. If you already have one of these products and would like information on its conditions of use, please [Contact Us](#).

## **16. Will Statistics Canada keep track of who is downloading and using information under the Statistics Canada Open Licence?**

No, users are not required to register prior to downloading and using information from the Statistics Canada website. There will be no comprehensive list of users.

## **17. Who can I contact for more information?**

For more information about the Statistics Canada Open Licence Agreement, please [Contact Us](#).

## Copyright notice

Materials on this website were produced and/or compiled by Statistics Canada for the purpose of providing Canadians with direct access to information about current trends and issues that affect their lives.

The material on this site is covered by the provisions of the [Copyright Act](#), by Canadian laws, policies, regulations, and international agreements.

On February 1, 2012, all self-serve standard products available on the Statistics Canada website—including CANSIM and census data products—became free of charge.

The Statistics Canada Open Licence Agreement governs the use of most data products and other materials that are published by Statistics Canada ([see list of exceptions](#)). This licence agreement allows you to use Statistics Canada information without restrictions on sharing and redistribution, for commercial and non-commercial purposes.

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## Third –party Materials

Some of the materials and graphical elements found on Government of Canada websites are subject to copyrights held by other organizations. This is particularly true of sites that are jointly operated by a Government of Canada institution and an external organization as part of a collaborative arrangement. In such cases, some restrictions on the reproduction of materials or graphical elements may apply and it may be necessary to seek permission from the rights holder prior to reproducing the material.

You must source third parties when reproducing their materials.

## Reproduction of Government Symbols

The [official symbols](#) (only available on network B) of the Government of Canada, including the 'Canada' wordmark, the Arms of Canada, and the flag symbol may not be reproduced, whether for commercial or non-commercial purposes, without written authorization. Request for authorization from the Treasury Board Secretariat may be addressed to:

Federal Identity Program,  
Treasury Board of Canada Secretariat,  
300 Laurier Avenue West,  
Ottawa, Canada K1A 0R5

Telephone: 613-957-2533,  
Facsimile: 613-946-5187,  
E-mail: [information@fip-pcim.gc.ca](mailto:information@fip-pcim.gc.ca)



## **Guidelines for linking to the Statistics Canada Website**

Generally, Government of Canada institutions encourage third parties to link to the Government of Canada. Sites wishing to link to the Statistics Canada's Web site, therefore, do not need to request permission to do so. We do, however, ask that you follow these linking practices.

- a. Use only text links for linking to the Statistics Canada's Web sites.
- b. Do not link and/or use the official symbols of the Government of Canada and Federal Identity Program (FIP) signatures as navigational aids.
- c. The official symbols of the Government of Canada and the FIP signatures appear on non-government sites only when they are used to identify a government contribution or participation in a Collaborative Arrangement.
- d. The creation of a link does not confuse the user as to the source of the information through such practices as framing.

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