

MEMORANDUM OF UNDERSTANDING CONCERNING
THE COLLECTION AND SHARING OF INFORMATION FROM
SELECTED SURVEYS
BETWEEN
STATISTICS CANADA
AND
THE NATIONAL ENERGY BOARD

MEMORANDUM OF UNDERSTANDING CONCERNING THE COLLECTION AND
SHARING OF INFORMATION FROM SELECTED SURVEYS
(the “MOU”)

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Industry, being the Minister for the purposes of the *Statistics Act*, (“Statistics Canada”),

AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Chief Operating Officer of the National Energy Board, (the “Receiving Agency”),

Each a “Participant”, and collectively referred to as the “Participants”

RECITALS:

1. The Participants require accurate information for the production of current statistics on topics such as, but not limited to, energy in Canada;
2. The Receiving Agency is not providing funding for any of these Surveys;
3. Collaboration in the collection of information will avoid duplication of surveys, thereby reducing the burden on Respondents and the costs of collecting and processing data, and will provide high quality and timely statistics;
4. Statistics Canada agrees to collect and share with the Receiving Agency the information required, subject to the terms of this MOU;
5. Although subsection 17(1) of the *Statistics Act*, R.S.C. 1985, c. S-19 (the “Act”) prohibits disclosure of certain information collected under the Act, the Minister may, pursuant to section 12 of the Act, enter into an agreement with any department or any municipal or other corporation for the exchange of information collected from a Respondent;
6. Section 12 of the Act requires that a Respondent be informed by notice that the information is being collected on behalf of Statistics Canada and the department or corporation, as the case may be, and that Statistics Canada will not share the information with the department or corporation should the Respondent object to the sharing;

NOW THEREFORE, the Participants agree as follows:

1. **DEFINITIONS AND INTERPRETATIONS**

1.1 **Definitions**

In this MOU, a capitalized term has the meaning given to it in this section, unless the context indicates otherwise:

“Administrative Data” « Données administratives »

“Administrative Data” means all forms of information contained in any documents or records that are maintained in any government department or in any municipal office, corporation, business or organization, which are provided to Statistics Canada in respect to its mandate pursuant to the Act.

“Administrative or Regulatory Purpose” « Fins administratives ou réglementaires »

“Administrative or Regulatory Purpose” means the use of all forms of information about a Person in a decision-making process that directly affects that Person. This includes but is not limited to all uses of information for confirming identity (i.e., authentication and verification purposes), for determining eligibility of a Person for programs, and for prosecution and penalty assessment.

“Data Custodian” « Administrateur de données »

“Data Custodian” means an employee of the Receiving Agency, who is designated by the Receiving Agency’s Official as Data Custodian, as required by paragraph 6.1.1, to assume the responsibilities set out in this MOU and further specified in Appendix ‘C’.

“Identifier” « Identificateur »

“Identifier” means a Person’s name, address, telephone number or other direct means of identifying that Person.

“Information” « Renseignements »

“Information” means the identifiable Survey Responses and selected Paradata shared with the Receiving Agency pursuant to this MOU, and Statistical Aggregates thereof that could directly or indirectly identify a Person.

“Official” « Représentant »

“Official” means the Participants’ representatives identified in section 11 of this MOU.

“Paradata” « Paradonnées »

“Paradata” means information related to the Survey data collection or production process that is linked to an identifiable Person, including but not limited to whether a Person has been selected into a sample, the sample weight assigned to a Person, whether a selected Person has responded, and whether a Person has consented or objected to data sharing or record linkage.

“Person” « Personne »

“Person” means an individual, a corporation incorporated under any Act of Canada or a province or territory, a partnership, an association or an unincorporated business.

“Residual Disclosure” « Divulgation par recouplement »

“Residual Disclosure” means disclosure of Information that occurs indirectly, by inference, from multiple variables, from different sources, or from Statistical Aggregates.

“Respondent” « Répondant »

“Respondent” means a Person who provides information to Statistics Canada in response to a survey.

“Statistical Aggregates” « Données statistiques agrégées »

“Statistical Aggregates” means outputs produced from Survey Responses and selected Paradata that result from any type of statistical analysis, including but not limited to cross-tabulations, means and medians, and regression model coefficients.

“Survey” « Enquête »

“Survey” means a survey listed in Appendix ‘D’.

“Survey Responses” « Réponses à l’Enquête »

“Survey Responses” means the individual answers to a Survey provided by each Respondent, with or without Identifiers, as well as imputed responses that are not derived from other surveys or confidential Administrative Data sources.

1.2 Interpretation of Appendices

This MOU contains the following Appendices, which form an integral part of this MOU:

- (a) Appendix 'A' – Security Requirements
- (b) Appendix 'B' – Statistical and Research Purposes
- (c) Appendix 'C' – Responsibilities of the Data Custodian
- (d) Appendix 'D' – Surveys Shared by Statistics Canada

In case of inconsistency or conflict between a provision contained in the part of the MOU preceding the signatures and a provision contained in any of the Appendices, the provision contained in the part of the MOU preceding the signatures will prevail.

2. DATA COLLECTION

- 2.1 The Participants acknowledge that the Survey Responses will be collected by means of the Surveys conducted by Statistics Canada and that Statistics Canada will create Paradata required by both Participants.
- 2.2 The Receiving Agency acknowledges that, at the time of collection, Statistics Canada will notify Respondents that:
 - 2.2.1 their Survey Responses are collected on a mandatory or voluntary basis, as the case may be, on behalf of Statistics Canada and the Receiving Agency;
 - 2.2.2 their Survey Responses will be shared by Statistics Canada with the Receiving Agency, unless they object to such sharing; and
 - 2.2.3 the Receiving Agency has agreed to keep their Survey Responses confidential.

3. DATA SHARING

- 3.1 Statistics Canada will, subject to subsection 3.2, share with the Receiving Agency the Information from each Survey, as specified in Appendix 'D'. Such Information will be provided to the Receiving Agency in electronic format, and transmitted in a secure manner. Timing of transmission will be in accordance with Statistics Canada's release policies.
- 3.2 The Receiving Agency acknowledges that, where a Respondent objects to the sharing of his/her Survey Responses, Statistics Canada will not share with the Receiving Agency such Survey Responses.
- 3.3 The Receiving Agency acknowledges that Statistics Canada will not share the Paradata related to non-Respondents or to a Respondent who objects to the sharing of his/her Survey Responses.

4. CONFIDENTIALITY OF THE INFORMATION

- 4.1 In keeping with Statistics Canada's promise to Respondents to maintain the confidentiality of their Information, and as indicated in paragraph 2.2.3, the Receiving Agency agrees to keep the Information confidential by applying the same confidentiality measures as Statistics Canada. Except in accordance with subsection 6.2, the Receiving Agency agrees not to disclose the Information and will take any and all steps necessary to protect the Information in accordance with the security requirements as set out in Appendix 'A'.
- 4.2 Except in accordance with subsection 6.2, the Receiving Agency will only release or publish Statistical Aggregates that do not directly or indirectly identify a Respondent or any other Person. The Receiving Agency agrees to keep those Statistical Aggregates confidential which Statistics Canada has suppressed in its own publications and to consult with Statistics Canada prior to releasing any Statistical Aggregates.

- 4.3 In the event that the Receiving Agency receives a request under access to information or privacy legislation to which it is subject regarding the Information, the Receiving Agency will, without delay, notify Statistics Canada.
- 4.4 The Receiving Agency agrees not to use the Information as evidence either by giving oral testimony or producing it in court or in a tribunal. In the event the Receiving Agency is ordered by a court or tribunal to disclose the Information, the Receiving Agency will, without delay, notify Statistics Canada.

5. USE OF THE INFORMATION

- 5.1 The Receiving Agency will use the Information for statistical and research purposes only, as specifically provided for in Appendix ‘B’. The Receiving Agency will not use the Information for Administrative or Regulatory Purposes.
- 5.2 The Receiving Agency agrees not to match the Information that is shared without Identifiers to any other records or data files for any reason, including to identify a Person.

6. ACCESS TO THE INFORMATION

- 6.1 The Receiving Agency may give an employee access to the Information as necessary for the employee to produce a Survey-related product or service for the sole benefit and mandate of the Receiving Agency, so long as:
 - 6.1.1 the Receiving Agency designates one of its employees as the Data Custodian of the Information, whose duties are described in Appendix ‘C’;
 - 6.1.2 each employee provided with access to the Information complies with the terms of this MOU.
- 6.2 The Receiving Agency agrees that it will not, by agreement or otherwise, share with or disclose the Information to any other organization, except in accordance with the following, and as long as the terms of this MOU are upheld:
 - 6.2.1 **Researcher working under contract:** The Receiving Agency may provide access to the Information to a researcher, provided that:
 - (a) the researcher is working under contract directly for the Receiving Agency to provide a Survey-related product or service for the sole benefit and mandate of the Receiving Agency;
 - (b) for Information shared with Identifiers, the Receiving Agency agrees to remove the Identifiers from all Information the researcher will access;
 - (c) the Receiving Agency ensures that the researcher complies with the terms of this MOU; and
 - (d) such access is on the premises of the Receiving Agency where the required security measures set out in Appendix ‘A’ are in place to protect the confidentiality of the Information.
 - 6.2.2 **Provincial/territorial or university research institute/organization:** The Receiving Agency may provide access to the Information, to a recognized provincial/territorial or university research institute or organization (the “Research Organization”), provided that:
 - (a) the Research Organization is exclusively Canadian-owned/controlled and operates exclusively on Canadian territory;
 - (b) the Receiving Agency removes the Identifiers from all Information the Research Organization accesses;

- (c) express written consent has been obtained from Statistics Canada prior to the contractual arrangement having been formalized between the Receiving Agency and the Research Organization;
- (d) the Research Organization is working under contract directly for the Receiving Agency to provide a Survey-related product or service for the sole benefit and mandate of the Receiving Agency;
- (e) if access is on the premises of the Research Organization, the Research Organization receiving the Information undertakes by written contract with the Receiving Agency:
 - i. to comply with the terms of this MOU;
 - ii. to implement the required security measures set out in Appendix ‘A’;
 - iii. to assist in the review or audit of compliance and implementation by granting access to Statistics Canada and/or the Receiving Agency to their premises and records during regular business hours;
 - iv. to immediately inform the Receiving Agency of any unauthorized use of, access to, or disclosure, loss or theft of the Information. The Receiving Agency must immediately notify Statistics Canada of such breach, in writing, and the Receiving Agency must inform Statistics Canada of the mitigation measures taken subsequently; and
 - v. to return the Information to the Receiving Agency or to destroy the Information in a secure manner, as described in Appendix ‘A’, once the Information is no longer required, or when the Receiving Agency is required to return or destroy the Information, whichever comes first. Otherwise the access must be on the premises of the Receiving Agency.

6.2.3 **Shared Services Canada:** The Receiving Agency may provide access to the Information to Shared Services Canada (SSC) for the sole purpose of providing informatics services, provided that:

- (a) SSC’s employees are subject to all of the confidentiality provisions in this MOU;
- (b) SSC agrees not to use the Information for its own purposes;
- (c) SSC ensures that there is no subsequent unauthorized disclosure; and
- (d) if the Information is to be stored and accessed on SSC’s network, SSC ensures that the same security measures are in place as those set out in Appendix ‘A’, to protect the confidentiality of the Information.

6.2.4 **Information Management and Information Technology Services:** The Receiving Agency may provide access to the Information, solely for information management (“IM”) or information technology (“IT”) support purposes, to employees of other departments of the Government of Canada or to contractors (“IM-IT Support”), provided that the following conditions are stipulated in a contract between the Receiving Agency and the employee or contractor’s employer:

- (a) any IM-IT Support employee or contractor to whom such access is given is subject to all of the confidentiality provisions in this MOU;
- (b) any IM-IT Support employee or contractor to whom such access is given does not use the Information for their own purposes or those of their employer;
- (c) any IM-IT Support employee or contractor to whom such access is given ensures that there is no subsequent unauthorized disclosure;
- (d) the Information must be located in and accessible solely from Canada, and the same security measures are in place as those set out in Appendix ‘A’ to protect the confidentiality of the Information;

- (e) the employer of the IM-IT Support employee or contractor will assist in the review or audit of compliance and implementation by granting access to Statistics Canada and/or the Receiving Agency to their premises and records during regular business hours;
- (f) the employer of the IM-IT Support employee or contractor will immediately inform the Receiving Agency of any unauthorized use of, access to, or disclosure, loss or theft of the Information. The Receiving Agency must immediately notify Statistics Canada of such breach, in writing, and the Receiving Agency must inform Statistics Canada of the mitigation measures taken subsequently; and
- (g) the employer of the IM-IT Support employee or contractor will return the Information to the Receiving Agency or destroy the Information in a secure manner, as described in Appendix ‘A’, once the Information is no longer required, or when the Receiving Agency is required to return or destroy the Information, whichever comes first.

6.2.5 The Receiving Agency may provide access to the Information to another organization, provided that:

- (a) each has entered into a data-sharing agreement with Statistics Canada for the same Survey and the same Survey reference years, as specified in Appendix ‘D’, and the agreement is still in force; and
- (b) the Information contains no Survey Responses from Respondents who objected to data sharing with the other organization.

Access to the Information will be provided via a secure means of transmission, in accordance with the security requirements set out in Appendix ‘A’.

7. MONITORING AND COMPLIANCE

- 7.1 Within ten (10) business days of a request made by Statistics Canada, the Receiving Agency agrees to submit to Statistics Canada the confidentiality documents, register of data files and data-access register outlined in Appendix ‘C’ in order for Statistics Canada to assess compliance with this MOU.
- 7.2 Statistics Canada may, when it determines necessary, perform reviews of compliance with this MOU. The Receiving Agency agrees to assist in any such review by providing Statistics Canada access to their premises and records during regular business hours. Statistics Canada will provide the Receiving Agency with a description of the scope and criteria of the review and the expected time frame for completion of the review.
- 7.3 Statistics Canada acknowledges that the Receiving Agency will not be required to provide Statistics Canada with access to any records that are not relevant to this MOU.
- 7.4 The Receiving Agency agrees to ensure that the terms and conditions of this MOU respecting the use, confidentiality, protection and security of the Information are included in all agreements and arrangements the Receiving Agency enters into, under the terms of which any other organization is granted access to the Information in accordance with subsection 6.2.

8. TERM AND RENEWAL

- 8.1 This MOU comes into force when signed by both Participants and will terminate after a period of six (6) years beginning on the date of the later signature, unless terminated earlier in accordance with the provisions of section 9.
- 8.2 The Receiving Agency may elect to renew and extend the term of this MOU for further periods of six (6) years each by notifying Statistics Canada in writing at least ninety (90) days and no more than six (6) months prior to its expiration. The renewal will be subject to Statistics Canada’s consent in writing.

9. TERMINATION

This MOU may be terminated for any reason by either Participant upon thirty (30) day notice of termination having been made in writing to the other Participant, or at a time otherwise agreed upon by the Participants.

10. RETURN OR DESTRUCTION OF THE INFORMATION

10.1 Subject to other acts of Parliament,

10.1.1 Upon termination of this MOU by either Participant, the Receiving Agency will return to Statistics Canada all Information, with no copy or portion retained by the Receiving Agency, within the period agreed to in writing by the Participants.

10.1.2 The Receiving Agency may request Statistics Canada's approval for the Receiving Agency to destroy, rather than return, all Information. If Statistics Canada agrees to the request, the Receiving Agency will destroy the Information in accordance with the security requirements as set out in Appendix 'A' and within the period agreed to in writing by the Participants, and the Official for the Receiving Agency will provide a written confirmation of destruction to the Official for Statistics Canada. The record of destruction will be provided to Statistics Canada by the Receiving Agency within ten (10) business days after destruction of the Information.

11. OFFICIALS

11.1 Any notice to be given to Statistics Canada pursuant to this MOU will be addressed to:

Director
Centre for Special Business Projects
Statistics Canada
Jean Talon Building, 9th Floor
Ottawa, Ontario K1A 0T6

11.2 and any notice to be given to the Receiving Agency will be addressed to:

Director
Energy Integration Team
National Energy Board
Center 10
517 10th Avenue S.W.
Calgary, Alberta T2R 0A7

12. DISPUTE RESOLUTION

Where a dispute arises as to the interpretation of this MOU or of matters relating to its termination, or of performance hereunder, the Officials for both Participants will attempt in good faith to resolve the dispute through negotiation. Should negotiation prove unsuccessful, the Officials will submit the matter for resolution to the persons occupying the positions of the signatories of this MOU.

13. NOTICE OF CHANGE

The Receiving Agency will inform Statistics Canada, in writing, within thirty (30) days of any changes in their programs and policies, which may affect this MOU.

14. PAYMENT

Where applicable, funding arrangements and payment modalities for purposes of the Surveys are specified in separate memoranda of understanding.

15. AMENDMENT

15.1 No amendment to this MOU shall be effective unless it is made in writing and signed by both Participants, as follows:

15.1.1 the part of this MOU preceding the signatures and Appendix 'D' may only be amended by the persons occupying the positions of the signatories;

15.1.2 Appendices 'A', 'B' and 'C' may be amended by the Officials.

16. GENERAL

16.1 No Assignment

The Receiving Agency acknowledges that this MOU will not be assigned in whole or in part without the prior written consent of Statistics Canada, and any assignment made without such consent will be void and of no effect.

16.2 Notices

Unless otherwise specified in the MOU, where in this MOU any notice or other communication is required to be given or made by either Participant, it will be in writing and be effective if sent by registered mail, e-mail, facsimile, postage prepaid or delivered in person, addressed to the respective Participant at the contact information outlined under section 11. Any notice or other communication will be deemed to have been given: if by registered mail when the postal receipt is acknowledged by the other Participant; if by e-mail or facsimile on the day after the e-mail or facsimile was sent; if by mail on the eighth (8th) calendar day following the day of mailing.

16.3 Survival

The sections of this MOU regarding restrictions on use, confidentiality, termination and general, and any other provisions which by their nature survive the termination or expiry of this MOU, will survive any termination or expiration of this MOU.

16.4 Termination of previous memorandum of understanding

This MOU terminates and replaces the *Memorandum of Understanding Concerning the Collection and Sharing of Information on Energy Statistics between Statistics Canada and the National Energy Board* that came into force on November 28, 1995 and was last amended on December 18, 2008.

16.5 Not legally binding

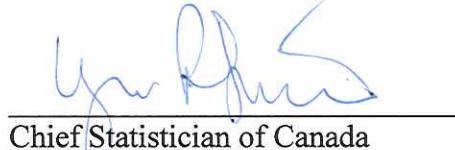
This MOU does not impose any legally binding obligations on either of the Participants and does not create a legal partnership, a joint venture or an agency relationship between the Participants.

16.6 Counterparts signature

This MOU may be signed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, this MOU has been signed in both official languages and in duplicate on the dates indicated below.

FOR STATISTICS CANADA:



Chief Statistician of Canada



Print Name



Witness



Print Name

DATED at Ottawa, Province of Ontario, this 19 day of AUGUST 2015.
(Month) (Year)

FOR THE RECEIVING AGENCY:



Chief Operating Officer



Print Name



Witness



Print Name

DATED at Calgary, AB, this 8th day of September 2015.
(Month) (Year)

APPENDIX ‘A’

SECURITY REQUIREMENTS

Definitions in addition to those definitions found in subsection 1.1 of this MOU:

“Authorized Person” « Personne autorisée »

“Authorized Person” means an individual who is a member of the staff, including contractors, of the Receiving Agency.

“Identified Person” « Personne identifiée »

“Identified Person” means an Authorized Person whose current work-related responsibilities require access to the Information.

“Logical Access Controls” « Méthodes de contrôle d'accès logique »

“Logical Access Controls” means the process of enforcing proper identification, authentication and accountability with respect to access to a computer system, based on the latest information technology (IT) security guidance. These include:

- individual user accounts;
- complex passwords (eight (8) characters minimum, lower and upper case, numbers, special characters);
- access-based on role (privileged vs. non-privileged);
- auditing.

“System” « Système »

“System” means a single IT-related device, a component of such a device or a group of IT-related devices that may be used to receive, store, process or transmit information. This includes, but is not limited to, personal computers, servers, laptops, tablets, smart phones, virtual computers and cloud based virtual systems.

“Transportable Media” « Support transportable »

“Transportable Media” means all types of transportable storage media on which data can be saved, including, but not limited to, laptops, CD-ROMs, flash memory sticks, backup media and removable hard disks.

“Visitor” « Visiteur »

“Visitor” means an individual, other than an Authorized Person, who has been invited into the secure area by an Authorized Person, as permitted by the Receiving Agency’s access policies.

Security Requirements

The Information is designated as “protected B” pursuant to the *Policy on Government Security*. The Receiving Agency’s Official agrees to ensure that adequate protection is in place to provide for the security of the Information. The security requirements described below are the minimum requirements that will be met by the Receiving Agency.

Physical Access

1. The Information will be accessed within a secure location that allows unescorted access only to Authorized Persons. All Visitors to the secure location will be escorted by an Authorized Person at all times. The secure location can be within a series of buildings, one entire building, an entire floor within a building, or a single room. Once the perimeter of the secure location is defined, these requirements apply to all areas within the perimeter. Where a series of buildings is involved, a secure perimeter will be defined for each building.
2. Access to the Information is limited to Identified Persons. The duties of the Data Custodian, as stated in Appendix ‘C’, include maintaining an auditable trail on access to the Information by Identified Persons.
3. Escorted Visitors may access the secure area. However, under no circumstances may Visitors be permitted to access the Information.

IT Storage and Transmission

4. All Systems with access to the Information will employ Logical Access Controls at the device and network level.
5. Where the Information is held on Transportable Media, complex passwords with encryption will be used. The encryption level must meet the latest Communications Security Establishment standards for “protected B” information. This applies equally to backups of the Information stored on Transportable Media.
6. The Information cannot be electronically transmitted, except as described in points 7 and 8. Electronic transmission includes, without being limited to, transmittal of the Information by facsimile or by e-mail.
7. Servers storing and transmitting unencrypted data, where used, will be located in a secure, controlled-access area, preferably in the same area where the Information is accessed. If located in a separate area, controls will be in place to ensure that only Identified Persons can access the server. Unless the Information is encrypted continuously while outside the secure area, a conduit will be used for all cabling and all cross-connect areas will be physically secured.
8. Network firewalls and access rules will be in place to prevent access to the Information, other than to Identified Persons. Information may be stored on and transmitted over networks not meeting these requirements, provided that it is encrypted, except when at rest and in use by an Identified Person. Alternatively, the Information may be stored on a stand-alone computer in a secure area with no external connections, or on a closed network within the secure area. When the network transmits information that leaves a secure area (for example, when a series of buildings house employees within a single organization), the Information will be encrypted whenever it is outside the secure area.

Physical Storage

9. When not in use, Transportable Media containing the Information will be stored in secure containers. This applies equally to backups of the Information.
10. The Information will not be removed from the secure area (as described in point 1, above) in any format (e.g., printouts, Transportable Media, etc.), except in accordance with subsection 6.2 of this MOU, and as described in points 7 and 8.
11. When not in use, printed documents containing the Information will always be stored in secure containers.

Information Copying and Retention & Record Management

12. Copies and extracts of the Information may only be made for the purposes of carrying out work as covered by the MOU. When no longer needed, any such copies or extracts will be destroyed in a secure manner (as per points 13 and 14).
13. Paper documents containing the Information will be destroyed (shredded) in a secure manner before disposal. Any destruction will occur within the secure area.
14. All electronic storage media used in the processing of the Information, including all back-up, Transportable Media, photocopiers and other electronic media where the Information has been electronically stored will be sanitized or destroyed, in accordance with the latest Communications Security Establishment standards for “protected B” information when disposing of such media, or when return or destruction of the Information is required pursuant to section 10 of this MOU. Any destruction will occur within the secure area.
15. The Receiving Agency’s Data Custodian agrees to establish and maintain an inventory of all data files received from Statistics Canada, as stated in Appendix ‘C’.
16. These security requirements will be communicated to all Identified Persons prior to them accessing the Information and be available for reference, as required.

APPENDIX 'B'

STATISTICAL AND RESEARCH PURPOSES

The Information shared with the Receiving Agency contains Survey Responses from, and Paradata about, identifiable Survey Respondents. This MOU sets out a number of requirements, including that the Information will only be used for statistical and research purposes by the Receiving Agency. **The Receiving Agency will not use the Information for Administrative or Regulatory Purposes.** “Work for statistical and research purposes” is defined below.

What is work for statistical and research purposes?

Phase A: Production of statistical outputs

This is the technical phase that uses Information, that is, Survey Responses and Paradata, as input and, implementing detailed specifications, produces such statistical outputs as data tabulations or regression coefficients.

Phase B: Statistical analysis to determine whether outputs are appropriate for use

In this phase, the work is to determine whether, from a statistical point of view, the statistical output is appropriate for its intended uses. This phase involves such activities as examining the influence of outliers and the analysis of residuals.

Phase C: Determination of confidentiality of statistical output

In this phase, the Receiving Agency has to determine whether the statistical output can, alone or in conjunction with Statistics Canada publications and/or other publicly available sources, identify or disclose information about a Person. At the end of this phase, all statistical outputs will be categorized as being confidential or non-confidential.

The precise methods for and complexity of determining the confidentiality of statistical outputs will vary according to the underlying distribution of Information, and the types of statistical outputs. The Receiving Agency must consult Statistics Canada about the statistical outputs to ensure that no confidential Information will be released or used for Administrative or Regulatory Purposes by the Receiving Agency.

Phase D: Use of statistical outputs

The Receiving Agency agrees not to release or use for Administrative or Regulatory Purposes any statistical outputs identified as being confidential (these outputs are defined as “Information” throughout this MOU).

There are no restrictions on the use of non-confidential statistical outputs. This includes their use for policy development and evaluation, as well as for monitoring or regulatory purposes but only at an aggregate, non-confidential level. Non-confidential statistical outputs may be published or distributed by the Receiving Agency.

Clarification of Administrative or Regulatory Purposes

Use of Information for Administrative or Regulatory Purposes means the use of confidential statistical outputs in a decision-making process that directly affects the Respondent or any other Person. This applies to all phases of work for statistical purposes.

For example, assume the Receiving Agency wishes to examine the impact of changing program benefits by 10% for a particular category of Person. The first three phases conclude that the required statistical outputs are not confidential. Therefore, Phase D allows the Receiving Agency to identify the number of Persons who would be affected by the change in program benefits. It is not permitted for the Receiving Agency’s policy analysts, program administrators, or any other employee, to identify from the microdata obtained from Statistics Canada, whether a particular Person is included or not in the list of those who would be affected by the change in program benefits.

The Receiving Agency agrees not to contact a Person (including any Respondent) to address any issue identified on the basis of the Information provided under this MOU. This includes contact to benefit a Person, such as alerting a Person to benefits or programs to which he/she could apply, or contact to conduct enforcement against a Person, such as initiating an audit or removing benefits from a Person based on the Information.

APPENDIX 'C'

RESPONSIBILITIES OF THE DATA CUSTODIAN

The Data Custodian designated by the Receiving Agency pursuant to paragraph 6.1.1 of this MOU will:

1. prepare a document for the use of the Receiving Agency's employees and contractors, outlining the terms and conditions governing the use of the Information, as well as the procedures to send, receive, handle and store the Information (hereinafter the "Confidentiality Document"). The Confidentiality Document will enumerate the following requirements of this MOU:

- i. Confidentiality of the Information, as specified in section 4.
- ii. Use of the Information, as specified in section 5.
- iii. Access to the Information, as specified in section 6.
- iv. Security Requirements, as specified in Appendix 'A'.
- v. Statistical and Research Purposes, as specified in Appendix 'B'.

Prior to granting access, the Data Custodian will ensure that every employee and contractor who accesses the Information has agreed in writing to comply with the terms of this MOU by signing an acknowledgment that they have read, understood and agree to comply with the terms and conditions of this MOU as highlighted in the Confidentiality Document.

2. acknowledge receipt of each data file received from Statistics Canada pursuant to this MOU, and maintain a register of all such files containing the following information:
 - Date received;
 - File name and reference period (or other information to distinguish different files from the same survey);
 - Employee who received the file from Statistics Canada;
 - Employee at Statistics Canada who sent the file;
 - Employee responsible for safekeeping of the file; and
 - Date the file was destroyed or returned to Statistics Canada (if applicable).
3. maintain a register of all persons who have been granted access to the data files received from Statistics Canada by the Receiving Agency, containing the following information:
 - File name and reference period (or other information to distinguish different files from the same survey);
 - Name of employee or contractor to whom access is given;
 - Justification for access;
 - Name of delegated manager who authorized access and date of authorization; and
 - Start and end dates of period for which access is authorized.

APPENDIX 'D'

SURVEYS SHARED BY STATISTICS CANADA

Environment, Energy and Transportation Statistics Division Surveys, Statistics Canada			
#	SDDS * #	Survey Name	Data sharing as of the following Survey reference period
Monthly Surveys			
1.	2003	Monthly Coke Supply and Disposition Survey	2013
2.	2147	Monthly Coal Supply and Disposition Survey	2011
3.	2148	Monthly Oil Pipeline Transport	1975
4.	2149	Monthly Natural Gas Transmission Survey (previously part of Gas Utilities/Transportation and Distribution Systems (Monthly))	2005 2004: gas utilities /transportation data only 1996 to 2003: gas utilities / transportation data for NEB regulated businesses only
5.	2150	Monthly Refined Petroleum Products	2009
6.	2151	Electricity Monthly	2009
7.	2191	Monthly Oil Pipeline Statement	2009
8.	5210	Monthly Natural Gas Storage Survey	2015
9.	5215	Monthly Natural Gas Distribution Survey	2015
Annual Surveys			
10.	2001	Electric Utility Financial Report Annual	1993 (except 1995 to 1999 inclusive)
11.	2167	Annual End-Use of Natural Gas Survey	2008
12.	2168	Annual End-Use of Refined Petroleum Products	2008
13.	2178	Annual Oil and Gas Extraction Survey	2014
14.	2179	Oil Pipeline Annual	1993 (except 1995)
15.	2180	Natural Gas Transport and Distribution Annual	1994
16.	2193	Annual Electric Power Generating Stations Survey	1989 (except 2009)
17.	2194	Annual Electricity Supply and Disposition Survey	2010
18.	2196	Annual Survey of Electric Power Thermal Generating Station Fuel Consumption	1988 (except 2009)
19.	5047	Annual Industrial Consumption of Energy Survey	2008
20.	5168	Annual Survey of Secondary Distributors of Refined Petroleum Products	2012

Manufacturing and Wholesale Trade Division Surveys, Statistics Canada			
#	SDDS * #	Survey Name	Data sharing as of the following Survey reference period
21.	2101	Monthly Survey of Manufactures	2016
22.	2103	Annual Survey of Manufactures and Logging Industries	2015
23.	2140	Cement Survey (Monthly)	2016

Investment, Science and Technology Division Surveys, Statistics Canada			
#	SDDS * #	Survey Name	Data sharing as of the following Survey reference period
24.	2803	Annual Capital and Repair Expenditures Survey: Actual, Preliminary Actual and Intentions	2014 Actual, 2015 Preliminary and 2016 Intentions

* SDDS # corresponds to the survey number assigned in accordance with Statistics Canada's Statistical Data Documentation System.