

AGREEMENT CONCERNING  
THE COLLECTION AND SHARING OF INFORMATION FROM  
THE 2002 NATIONAL GRADUATES SURVEY  
BETWEEN  
STATISTICS CANADA  
AND  
THE YUKON DEPARTMENT OF EDUCATION

AGREEMENT CONCERNING THE COLLECTION AND SHARING OF INFORMATION FROM  
THE 2002 NATIONAL GRADUATES SURVEY

BETWEEN:

THE MINISTER OF INDUSTRY, being the Minister for the purposes of the Statistics Act, herein represented by the Chief Statistician of Canada, (hereinafter referred to as "Statistics Canada"),

OF THE FIRST PART,

AND:

THE MINISTER OF EDUCATION OF YUKON, herein represented by the Deputy Minister, (hereinafter referred to as "the Department"),

OF THE SECOND PART,

WHEREAS Statistics Canada and the Department require accurate data for the production of current statistics on the labour market experiences of post-secondary graduates from universities, colleges and trade/vocational schools in Canada;

AND WHEREAS collaboration in the collection of information will avoid duplication of surveys, thereby reducing the burden on respondents and the costs of data collection and processing and will provide high quality and timely statistics;

AND WHEREAS the Minister of Industry may, pursuant to section 12 of the Statistics Act, R.S.C. 1985, c. S19, enter into an agreement with any department or any municipal or other corporation for the exchange of information collected jointly with such department or corporation from a respondent and for subsequent tabulation or publication based on such information;

NOW THEREFORE, the Parties agree as follows:

DATA COLLECTION

1. (1) (a) The information required by both Parties shall be collected by Statistics Canada by means of the 2002 National Graduates Survey.
- (b) In the event follow-up surveys to the 2002 National Graduates Survey referred to in this Agreement are conducted at a later date, this Agreement shall also cover the collection and sharing of information for the follow-up surveys.
- (2) Respondents shall be notified verbally during the survey interview that the information provided is being collected on a voluntary basis on behalf of Statistics Canada and the Department and that the information thus provided may be shared by Statistics Canada with the Department unless the respondent objects to such sharing.
- (3) Statistics Canada shall be responsible for any legal requirements and internal policies relating to the survey documents or the data collection referred to in this Agreement.

DATA SHARING

2. (1) Statistics Canada shall, subject to subsection 2(2), share with the Department all the information, except for name, address and telephone number, obtained from respondents pursuant to the survey specified in subsection 1(1) by providing to the Department in electronic format all the information provided by each respondent, the accuracy of which has been verified by Statistics Canada.
- (2) Where a respondent objects to the sharing of the information which was provided by way of the survey, Statistics Canada shall not disclose the information provided by the respondent who has objected.

**USAGE OF SHARED INFORMATION**

3. (1) The Department may release or publish only statistical aggregates derived from the information provided to it pursuant to this Agreement.
- (2) The Department shall not release or publish any statistical aggregates based on the information obtained from Statistics Canada pursuant to this Agreement prior to the official release by Statistics Canada.
- (3) The Department shall ensure that the statistical aggregates which are released or published do not directly or indirectly identify a person, business or organization.

**CONFIDENTIALITY OF DATA**

4. The information shared with the Department pursuant to this Agreement relating to an identifiable respondent shall be treated as confidential and the Department shall take such steps as are necessary to protect this information.

**SHARING WITH THIRD PARTY**

5. The Department shall not, by agreement or otherwise, share with or disclose to any other party the individual responses obtained from respondents and shared pursuant to this Agreement except in accordance with the following:
  - (1) The Department may provide access to the individual survey responses shared pursuant to this Agreement to a researcher, working under contract directly for the Department to provide a survey-related product or service, provided such access is on the premises of the Department where the required security measures are in place to protect the confidentiality of the information relating to the individual identifiable respondents.
  - (2) The Department may provide access to the individual survey responses shared pursuant to this Agreement to a recognized provincial or university research institute or other organization when all of the following conditions are met:
    - (a) a contractual arrangement exists directly between the research institute/organisation and the Department, by which a survey-related product or service is provided to the Department;
    - (b) the research institute/organisation does not use the individual survey responses for its own purposes;
    - (c) the contractual arrangement sets out the use, users, protection and security of the information, as well as ensures that there is no subsequent third party sharing, or unauthorised disclosure; and,
    - (d) if the confidential individual survey responses are to be stored and accessed on the research institute's/organization's premises, the same strict security measures are in place as those set out in this Agreement to protect the confidentiality of the information relating to the individual respondents.

**LANGUAGE**

6. Respondents shall be notified verbally at the beginning of the interview that the interview may be conducted in the official language of their choice.
7. Any information shared with the Department pursuant to this Agreement shall be in the language in which the information was provided by the respondent.

**TERM**

8. This Agreement comes into force when signed by both Parties and shall continue in force until terminated in accordance with the following:

**TERMINATION**

- 9. This Agreement may be terminated by either Party upon notice of termination having been given in writing at any time to the other Party whereupon termination shall take effect after the completion of the collection phase in progress.
- 10. This Memorandum of Understanding may be terminated by either Party on the date indicated in the written notice given to the other Party where there has been a breach of any of the terms or conditions of this Agreement.

**NOTICES**

- 11. Any notice to be given to Statistics Canada pursuant to this Agreement shall be addressed to:

Chief Statistician of Canada  
 Statistics Canada  
 26th Floor, R.H. Coats Bldg. K1A 0T6  
 Ottawa, Ontario

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

Deputy Minister  
 Yukon Department of Education  
 P.O. Box 2703  
 Whitehorse, Yukon Y1A 2C6

**AMENDMENT**

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

IN WITNESS WHEREOF, this Agreement has been signed in duplicate on the dates indicated below.

**FOR STATISTICS CANADA:**

[Signature]  
 Witness  
2002-05-08  
 Date

[Signature]  
 Chief Statistician of Canada

**FOR THE DEPARTMENT:**

[Signature]  
 Witness  
15 April 02  
 Date

[Signature]  
 Deputy Minister