

AGREEMENT CONCERNING
THE EXCHANGE OF STATISTICAL INFORMATION
BETWEEN
THE GOVERNMENT OF CANADA
AND
THE GOVERNMENT OF YUKON

AGREEMENT CONCERNING THE EXCHANGE OF STATISTICAL INFORMATION

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
represented by the Minister of Industry, (hereinafter referred to as
"Statistics Canada"),

OF THE FIRST PART,

AND:

HER MAJESTY THE QUEEN IN RIGHT OF YUKON, represented
by the Premier and Minister of the Executive Council, (hereinafter
referred to as the "Yukon Bureau of Statistics"),

OF THE SECOND PART,

WHEREAS Statistics Canada and the Yukon Bureau of Statistics require
accurate information for the production of current statistics concerning social and economic
activities in Yukon;

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

AND WHEREAS, pursuant to section 11 of the *Statistics Act*, R.S.C. 1985,
c. S-19, the Minister of Industry may, with the approval of the Governor in Council, enter into
an agreement with the government of a province for the exchange with or transmission to, a
statistical agency of a province, of information or any tabulations or analysis based on the
information;

AND WHEREAS pursuant to section 11 of the *Yukon Statistics Act*, S. Y.
2003, c. 27, the Minister of the Executive Council may make arrangements with Statistics
Canada for the sharing with Statistics Canada of information or any tabulations or analyses
based on the information;

AND WHEREAS pursuant to section 13 of the *Yukon Statistics Act*, where
the director of the Yukon Bureau of Statistics believes on reasonable grounds that mandatory
response to the Bureau is necessary to ensure the reliability of the statistics produced, the
director may declare that all respondents must comply with a request for information under this
Act;

NOW THEREFORE, the Parties agree as follows:

SCOPE OF APPLICATION

1. The purpose of this Agreement is the exchange of information between Statistics
Canada and the Yukon Bureau of Statistics with respect to social and economic
activities in Yukon. This Agreement elaborates the operational arrangements with
respect to the transmission and release of information collected by the two Parties by
means of the surveys listed in Appendices "A" and "B".

INFORMATION COLLECTION

2. (1) The information required by Statistics Canada and the Yukon Bureau of Statistics shall be collected by means of the surveys set out in Appendices "A" and "B" to this Agreement.
- (2) Statistics Canada and the Yukon Bureau of Statistics shall, when collecting information by means of the surveys referred to in subsection 2(1), advise each respondent that, pursuant to an agreement entered into between the Government of Canada and the Government of Yukon, the information received from the respondent will be exchanged between Statistics Canada and the Yukon Bureau of Statistics.
- (3) Since the Statistics Canada surveys referred to in this Agreement are collected on a mandatory basis, the director of the Yukon Bureau of Statistics shall ensure that all of the surveys listed in Appendix "A" have been designated as mandatory responses pursuant to section 13 of the *Yukon Statistics Act*.

INFORMATION TRANSMISSION BY STATISTICS CANADA

3. (1) Statistics Canada shall transmit to the Yukon Bureau of Statistics all information from the surveys listed in Appendix "A" relating to respondents located or carrying on business in Yukon including their names and addresses which is collected from respondents after the date on which this Agreement comes into force.
- (2) Statistics Canada shall also provide to the Yukon Bureau of Statistics on request a list of names and addresses of respondents in Yukon included in the surveys specified in subsection 2(1).
- (3) Statistics Canada may provide to the Yukon Bureau of Statistics such tabulations and analyses based on the information transmitted to the Yukon Bureau of Statistics pursuant to this Agreement.
4. Statistics Canada shall provide the information to be transmitted to the Yukon Bureau of Statistics pursuant to this Agreement in machine-readable form or by any other suitable medium for the transmission of such information.

INFORMATION TRANSMISSION BY THE YUKON BUREAU OF STATISTICS

5. (1) The Yukon Bureau of Statistics shall transmit to Statistics Canada all information from the surveys listed in Appendix "B" relating to respondents located or carrying on business in Yukon including their names and addresses which is collected from the respondents after the date on which this Agreement comes into force.
- (2) The Yukon Bureau of Statistics shall also provide to Statistics Canada on request a list of names and addresses of respondents in Yukon included in the surveys specified in subsection 2(1).
- (3) The Yukon Bureau of Statistics may provide to Statistics Canada such tabulations and analyses based on the information transmitted to Statistics Canada pursuant to this Agreement.

6. The Yukon Bureau of Statistics shall provide the information to be transmitted to Statistics Canada pursuant to this Agreement in machine-readable form or by any other suitable medium for the transmission of such information.

USE OF TRANSMITTED INFORMATION

7. The information exchanged between Statistics Canada and the Yukon Bureau of Statistics pursuant to this Agreement shall be used solely for statistical purposes and shall not be used for regulatory or control purposes except as permitted by their respective legislation.

PUBLICATION AND RELEASE OF TRANSMITTED INFORMATION

8. The Parties may release or publish only statistical aggregates derived from the information provided to them pursuant to this Agreement.
9. The Parties shall not release or publish any information transmitted pursuant to this Agreement in any manner whereby it is possible to relate the information thus provided to an identifiable respondent except as permitted by their respective legislation.

CONFIDENTIALITY OF INFORMATION

10. (1) The Parties shall take such steps as are necessary to protect the confidentiality of the information exchanged pursuant to this Agreement.
- (2) (a) The information collected by the Yukon Bureau of Statistics on its own behalf and on behalf of Statistics Canada and transmitted to Statistics Canada pursuant hereto shall be dealt with by Statistics Canada according to the provisions of the *Statistics Act* and any other law which may be applicable thereto.
- (b) The information collected by Statistics Canada on its own behalf and on behalf of the Yukon Bureau of Statistics and transmitted to the Yukon Bureau of Statistics pursuant hereto shall be dealt with by the Yukon Bureau of Statistics according to the provisions of the *Yukon Statistics Act* and any other law which may be applicable thereto.

LANGUAGE

11. (1) The questionnaires from the surveys listed in Appendices "A" and "B" shall be available to respondents in both official languages; those which are in separate English and French versions shall have an indication on the questionnaire that the document is available in the other official language and how to obtain a copy.
- (2) Any information transmitted to the Parties pursuant to this Agreement shall be in the language in which the information was provided by the respondent.

TERM

12. This Agreement comes into force upon signing by both Parties and shall continue in force until terminated in accordance herewith.

TERMINATION

13. (1) 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 normally take effect on the completion of the work cycle for the reference year in progress on the date on which the notice was given.
- (2) Notwithstanding subsection (1), this Agreement 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.
- (3) Either Party may terminate any of its surveys referred to in Appendices "A" and "B" as a result of budgetary reductions, however, each Party shall endeavour to maintain these surveys and to provide to the other Party early notification of any terminations pursuant to this subsection.

NOTICES

14. Any notice to be given to the Government of Canada pursuant to this Agreement shall be addressed to:

Chief Statistician of Canada
Statistics Canada
26th Floor, R.H. Coats Building
Tunney's Pasture
Ottawa, Ontario K1A 0T6

and any notice to be given to the Government of Yukon shall be addressed to:

Director
Yukon Bureau of Statistics
Executive Council
P.O. Box 2703
Whitehorse, Yukon Y1A 2C6

PAYMENT

15. Each Party shall assume the costs it incurs in the fulfilment of this Agreement.

AMENDMENT

- 16. (1) Subject to subsection (2), any amendment to this Agreement must be approved by the Government of Canada and the Government of Yukon.
- (2) Appendices "A" and "B" of this Agreement may be amended by a written agreement between the Chief Statistician of Canada for Statistics Canada and the Director for the Yukon Bureau of Statistics.

APPENDICES

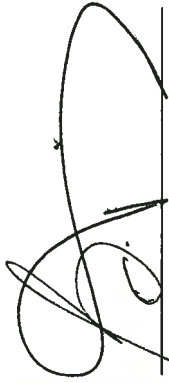
- 17. Appendices "A" and "B" attached hereto shall form part of this Agreement.

ENTIRE AGREEMENT


- 18. This Agreement supersedes all previous negotiations, communications and other agreements between the Parties on the same subject unless specific reference is made in the appendix to such negotiations, communications or agreements.

IN WITNESS WHEREOF this Agreement has been signed in duplicate on the dates set out below and the latest date of signature shall be considered the official date of the Agreement.

FOR THE GOVERNMENT OF CANADA:



Witness



Minister of Industry

July 18, 2005

Date

FOR THE GOVERNMENT OF YUKON:



Witness



Premier and Minister of the Executive Council

June 16, 2005

Date

STATISTICS CANADA SURVEYS

ENTERPRISE STATISTICS DIVISION

1. Unified Enterprise Survey

INVESTMENT AND CAPITAL STOCK DIVISION

1. Capital and Repair Expenditures, Preliminary Estimate and Forecast
2. Capital Expenditures, Revised Forecast
3. Capital and Repair Expenditures, Actual

PUBLIC INSTITUTIONS DIVISION

1. Local Government Financial Management Program - Capital Expenditures

PRICES DIVISION

1. Consumer Price Index (Occasional monthly data sharing provided on a cost-recovery basis)

DISTRIBUTIVE TRADES DIVISION

1. Monthly Retail Trade Survey (R1) - Multi-provinces
2. Monthly Retail Trade Survey (R2) - Single province
3. Monthly Retail Trade Survey - Inventories (R3)

APPENDIX "B"

YUKON BUREAU OF STATISTICS SURVEYS

N.B.: Any surveys conducted by the Yukon Bureau of Statistics should be listed here.