



Letter of Agreement

Between The Minister of Innovation, Science and Economic Development, designated as the Minister for the purpose of the *Statistics Act*, (hereinafter referred to as Statistics Canada) **AND** Public Health Agency of Canada

Documents included in the Letter of Agreement

The parties agree as follows:

1. This Letter of Agreement consists of:
 - a. This document signed by the parties;
 - b. "Schedule A" attached hereto entitled "Description of Work and Date of Completion";
 - c. "Schedule B" attached hereto entitled "Terms of Payment";
 - d. "Schedule C" attached hereto entitled "General Terms and Conditions".

Effective Date

2. The effective date of this agreement is the date it is executed by the parties.

Description of work and date of completion

3. Between the effective date of this Letter of Agreement and 2021-03-31 (Y-M-D) Statistics Canada will carry out the work described in "Schedule A". This product is categorized as Statistical Survey & Related Services.
4. Public Health Agency of Canada shall pay Statistics Canada the sum of \$195,000.00 plus applicable taxes in accordance with the terms set out in "Schedule B". The method of costing used is of Fixed Cost.

Notices / Addresses of parties:

Any notices required to be given under this Letter of Agreement shall be addressed as follows:

In the case of:

Statistics Canada
Isabelle Lévesque
Division: Centre for Social Data Integration and Development
100 Tunney's Pasture Driveway, R.H. Coats Building 19th Floor, Section O
Ottawa, ON, K1A 0T6
Phone No: (613)854-3250
Fax No:
Email: isabelle.levesque@canada.ca
FRC: 85305 - P.E: 6965 - ID: 65618

In the case of:

Public Health Agency of Canada
Nicolas Gilbert
130, rue Colonnade, Ottawa, ON, K1A 0K9
Phone No:
Fax No:
Email: nicolas.gilbert@canada.ca

This Letter of Agreement has been executed on behalf of Statistics Canada and Public Health Agency of Canada by their respective authorized officers.

Statistics Canada

Recoverable Project Initiation Authority

Financial Officer (initials) _____

Date Y-M-D _____



Statistics Canada / Larry MacNabb, Director / Centre for Social Data Integration and Development

Date Y-M-D _____

Recoverable Project Transaction Authority



Statistics Canada / Revenue Management

Date Y-M-D _____

Public Health Agency of Canada



Jennifer Pennock, Director, Surveillance and Epidemiology

Date Y-M-D _____

The signatory above must have the legal capacity to sign on behalf of his/her organization.

Schedule A – Description of Work and Date of Completion

Date Y-M-D

Description of Work

1. Project Overview

The Public Health Agency of Canada (PHAC) has requested that Statistics Canada (StatCan) conduct the COVID-19 Vaccination Coverage Survey (CVCS). This Letter of Agreement (LOA) covers expenses related to the survey development activities of this survey. PHAC is the sole sponsor of this survey.

The primary objective of the CVCS is to estimate immunization coverage rates for the COVID-19 vaccine(s) in accordance with national public health requirements. The survey will be conducted on a regular basis (number of cycles and time period between cycles to be determined) and will be used to monitor the vaccination rates over time. Timely data is key in making the vaccination campaign a success for Canadians.

This contract covers the 2020-2021 cost necessary for the survey content determination, the development of the electronic questionnaire as well as the development of some of the production processes. An amendment to this contract will be required to cover the remaining survey activities, including sample selection, collection, processing and dissemination.

a) Questionnaire Development

The CVCS questionnaire content will be developed by StatCan in collaboration with PHAC to ensure it meets PHAC's data needs, complies with StatCan quality standards and will function properly in each of the collection modes.

The questionnaire will be developed in electronic format. StatCan will be responsible for the development and testing of an electronic questionnaire application. This application would be used by the respondent to self-complete their questionnaire and by interviewers who complete telephone interviews.

Qualitative testing will be conducted. A report summarizing the findings of this test will be provided to PHAC. PHAC will be consulted on the proposed questionnaire changes based on the results from the qualitative testing.

The electronic questionnaire application will ensure that the questionnaire follows consistent and logical patterns of questioning, providing data that are ready to process.

A final version of the screen designs and questionnaire will be produced in both official languages by Statistics Canada. PHAC will receive a copy of the final questionnaire and screen designs as they have been programmed into the system.

b) Survey Methodology

The CVCS is a voluntary survey that targets all Canadians 15 year-olds and over residing in the ten provinces, with the exception of full-time residents of institutions. Residents 15 year-olds and over living in the capitals of the three territories may also be included.

The StatCan household survey frame will be used to select households. The total raw sample will include approximately 20,000 households in the ten provinces and 3,000 households in the territorial capitals. In order to contact respondents, letters will be mailed to the sampled Canadians' households inviting them to participate in the survey. Only one person per household will be selected to participate (instructions to select that person will be provided in the letter). This person will be invited to complete the survey on-line using the device of their choice (computer, tablet or cell phones). Follow-up with nonrespondents will be done using multiple collection modes such as mail and computer-assisted telephone interviews (CATI).

The sample selection strategy has been designed to yield a net sample of 11,500 respondents (persons) for the provinces and territorial capitals. StatCan cannot guarantee the final number of net units. The projected 11,500 respondents, if achieved, should yield estimates of good quality for all provinces and territorial capitals. Estimates by gender or for age groups (15-59, 60+) will be of good quality at the provincial and territorial capital level.

c) Data Processing and Validation

Programs that will be used to process the data will be created. Derived variables will be created if necessary.

d) Communication Plan

StatCan will prepare an initial introductory letters as well as questions and answers for respondents. Information about the purpose of the survey will also be prepared and made available on StatCan's website. PHAC and StatCan will work collaboratively to develop an initial communication plan for the survey.

2. Project Governance and Project Management

The governance structure for this project will consist of a Steering Committee and an Interdepartmental Project Team that reports to the Steering Committee.

A team in the Centre for Social Data Integration and Development (CSDID) at StatCan will lead the development of the survey. An Interdepartmental working group (project team) will be formed with representatives from both StatCan and PHAC. Their main responsibilities will be to develop and oversee the development of all survey components. The group will meet regularly and as needed. StatCan will maintain a record of decisions for these meetings. The project team will report on progress including expenditures and will make recommendations to the Steering Committee for change management. Each department will appoint a key project lead who has decision making authority for the project. This lead will be the main point of contact for the project and will be responsible for communicating, in a timely fashion, to the project team representatives and to senior management, any issues or key decisions that need to be addressed between the two departments.

The Director of the Centre for Social Data Integration and Development at StatCan and the Director of the Surveillance and Epidemiology Division of the Centre for Immunization and Respiratory Infectious Diseases in PHAC will co-chair the Steering Committee for the project. The Committee will be responsible for making decisions and providing direction to the Project Team during the implementation of the survey. The Steering Committee will also approve the project schedule and budget. Meetings will be scheduled as required.

3. Project Plan and Deliverables

A project schedule will be developed by StatCan and provided to PHAC. The schedule will be monitored and discussed during Project team meetings. It will include:

CVCS kick-off meeting (Sept. 2020)

Preliminary content (Sept. 2020)

Development of English and French screen designs for the electronic questionnaire collection instrument (Sept. – Nov. 2020).

Qualitative testing. A report from this testing will be communicated to PHAC. (Oct./Nov. 2020)

Rendering and testing of the electronic questionnaire application based on screen designs. (Nov. to Dec. 2020)

Development of survey frame and processing programs (Dec. 2020 to Feb 2021)

Preparation of the Collection Management Portal (Dec. 2020 to Feb 2021)

4. List of Statistics Canada Deliverables

For Cycle 2021:

1) Preliminary content (Sept. 2020)

2) Report from qualitative testing of the screen designs. (Nov. 2020)

3) Final screen designs (expected Dec. 2020).

4) Introductory letters (Feb 2021)

5) Initial Communication Plan (Feb. 2021)

Note that an amendment to this LOA is required to include collection, processing, validation and dissemination steps.

Use of Administrative Data

Paragraph 3(a) of *Statistics Act* R.S.C. 1985 chapter S-19 (the "Act") mandates Statistics Canada to collect, compile, analyse, abstract and publish statistical information relating to the commercial, industrial, financial, social, economic and general activities and condition of the people;

Paragraph 3(b) of the Act mandates Statistics Canada to collaborate with departments of government, in the collection, compilation and publication of statistical information, including statistics derived from the activities of those departments;

Administrative Data provided to Statistics Canada pursuant to this Letter of Agreement will be subject to the confidentiality provisions of subsection 17(1) of the *Statistics Act* and subsection 24(1) of the *Access to Information Act*;

Return or destruction of Administrative Data – *Administrative Data* pursuant to this Letter of Agreement will be returned and or destroyed after completion of the work.

Definition "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 and individuals, which are provided to Statistics Canada in respect to its mandate.

Statistics Canada will use the Administrative data solely for the work described in this Letter of Agreement.

Schedule B – Terms of Payment

Amount(s) in “Schedule B” total the Letter of Agreement amount and do not include applicable taxes.

Billing Date Y-M-D	Description of Deliverable / Milestone Payments	Amount
2020-03-01	Development of CVCS (EQ, programs)	\$195,000.00

Schedule C – General Terms and Conditions

The following Terms and Conditions arise from Statistics Canada's character as a public institution that must operate transparently and in conformity with the provisions of federal legislation, notably, but not exclusively, the *Statistics Act*, the *Privacy Act*, the *Access to Information Act* and the *Communications Policy of the Government of Canada*. In addition, Statistics Canada operates transparently and in conformity with its internal management framework, notably, but not exclusively, Statistics Canada's Quality Assurance Framework and Standards of Service to the Public. Statistics Canada's principal objective is to increase the range and depth of statistical information on Canada's population, society and economy available to the Canadian public.

Please note that only Terms and Conditions no. 1 to 12 and 23 to 26 will apply for Custom Requests and Workshops' projects. All of the Terms and Conditions will apply for Statistical Survey and Related Services' projects.

General Terms and Conditions

1. General Definitions

In these Terms and Conditions and in the Agreement:

"Agreement" means the Purchase Confirmation or the Letter of Agreement, these Terms and Conditions and any other document specified or referred to as forming part of the Agreement, all as amended by agreement of the parties from time to time.

"Actual Costs" means that the parties acknowledge that because of the nature of the services to be provided, some or all of the costs expressed above are a best estimate only. The final charge shall be determined by the actual costs incurred.

"Fixed Costs" means that the parties acknowledge that because of the nature of the services to be provided, all of the costs expressed above represent the final charge, excluding shipping and taxes.

"Purchase Confirmation" means the Purchase Confirmation provided by Statistics Canada and accepted by the client by the confirmation of its order when the total amount of the transaction is under \$20,000 CAN.

"Letter of Agreement" means the Letter of Agreement provided by Statistics Canada and signed by Statistics Canada and the client by the confirmation of its order when the total amount of the transaction is \$20,000 CAN and over.

"Custom Requests and Workshops" means a custom-designed product which requires manipulation of existing data and all value added activities related to the product such as access to information agreements and technical support. This also includes various workshops, symposiums, conferences, language trainings, seminars, etc. provided by Statistics Canada.

"Statistical Survey and Related Services" means a statistical survey which is custom-designed in order to answer specific information needs of one or multiple clients, and the related services. This includes all essential activities to produce a statistical survey such as: the collection of survey data, data processing, compilation, analysis, writing and dissemination. The related services include all services related to statistical survey methods and development such as feasibility studies, questionnaire design, exchange of information with other international organisations, etc.

"Survey Sponsor" means an organization external to Statistics Canada contributing 50% or more of total survey costs for a survey being conducted in the framework of a project.

"Survey Contributor" means an organization external to Statistics Canada contributing less than 50% of total survey costs for a survey being conducted in the framework of a project in order to increase sample sizes in specific domains or add questions to a survey instrument.

"Sponsored Survey" means any survey being conducted in the framework of a project where either a Survey Sponsor or a Survey Contributor, has contributed financially to defraying its cost.

"Information" means any data files, databases, tables, graphs, maps and text for which Statistics Canada is the owner or a licensee of all intellectual property rights and made available to the client 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.

2. Interest on Overdue Accounts (non-federal clients)

a. For the purpose of this section

i. **"Average Rate"** means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month immediately before the calendar month in which payment is made;

ii. **"Bank Rate"** means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian payments Association;

iii. **"Date of payment"** means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Agreement; and,

iv. An amount becomes “**overdue**” when it is unpaid on the first day following the day on which it is due and payable according to the Agreement.

b. The client shall pay to Statistics Canada simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. Statistics Canada is not required to provide notice to the client for interest to be payable.

c. The client shall pay interest in accordance with this section only if the client is responsible for the delay in paying Statistics Canada. The client will not pay interest on overdue advance payments.

3. Pre-payment

a. Individuals: pre-payment is required for all purchases

b. Registered legal entities: Statistics Canada reserves the right to apply a pre-payment requirement to all purchases

4. Methods of payment

The following methods of payment are accepted:

a. Cheque / Money Order (**non-federal clients**);

b. Credit Card (MasterCard, Visa or American Express) (**non-federal clients**);

c. Federal Government of Canada Interdepartmental Settlement (**federal clients**).

5. Currency

All payments shall be made in Canadian dollars. Clients outside Canada pay in Canadian dollars drawn on a Canadian bank or pay in equivalent US dollars, converted at the prevailing daily exchange rate, drawn on a US bank.

6. Credit Verification

All orders that are not prepaid are subject to Statistics Canada's credit verification (**non-federal clients**).

7. Delivery timeline

Delivery timeline may differ from original agreement and will be confirmed upon receipt of the client's acceptance of this Agreement.

8. Shipping charges

Shipping Destination	Standard Rate
Canada	\$6.00
USA	\$6.00
International	\$15.00

9. Frequency:

Annual = 1, Quarterly = 4, Monthly = 12.

10. Taxes (non-governmental clients)

Canadian clients add either 5% GST and applicable PST or HST (GST Registration No. R121491807).

11. Use of Information

The client's use of the Information shall be governed by the [Statistics Canada Open Licence](#).

12. Privacy Statement

Statistics Canada will only use the client's information to complete the transaction governed by this Agreement, deliver the client's product(s), provide the service(s) ordered, announce product updates and administer the client's account. From time to time, we may also offer the client other Statistics Canada products and services.

If the client does not wish to be contacted again for promotional purposes, the client shall advise his/her Statistics Canada representative.

13. Rights ceded to the Survey Sponsor and the Survey Contributors

The Survey Sponsors and Survey Contributors have the unlimited right to re-disseminate any Information produced in the development, execution and dissemination of a Sponsored Survey, except as otherwise noted in these Terms and Conditions. Use of Information is governed by the [Statistics Canada Open Licence](#).

14. Rights reserved to Statistics Canada

Statistics Canada reserves the right to disseminate, in any form, results of any Sponsored Surveys it conducts. This reservation extends to analysis based on results of Sponsored Surveys.

Statistics Canada retains its intellectual property rights to all Information produced in the development, execution and dissemination of a Sponsored Survey, survey feasibility study or survey planning report. Statistics Canada may make any use of such Information as it sees fit.

15. Reciprocal recognition

Statistics Canada and the Survey Sponsor and Survey Contributors undertake to recognize, in significant public communications, each other's contribution to any Sponsored Survey.

16. Data confidential under the *Statistics Act*

Unless otherwise stipulated in a separate Agreement under data-sharing provisions of the *Statistics Act*, filled questionnaires, unscreened microdata files and all other information identifying or potentially identifying respondents and their individual information remain the property of Statistics Canada and will not be divulged to the Survey Sponsor or Survey Contributors. In general, no information that is confidential under the provisions of the *Statistics Act* will be divulged.

17. Public use microdata files

As provided in this Agreement or at its discretion, Statistics Canada may produce a screened microdata file for public distribution from any survey undertaken. Defining and applying the criteria and procedures for screening, approving and disseminating microdata files for public release is the exclusive right of Statistics Canada.

18. Record linkages

Linkages between Sponsored Survey records and other data sources at the level of individual personal records may only be conducted in conformity with Statistics Canada's policies and procedures.

19. Employment of Survey Sponsor's staff

At the discretion of Statistics Canada and subject to its regulations and procedures, employees of the Survey Sponsor and other persons designated by the Survey Sponsor may be employed, as "Deemed Employees" by Statistics Canada, to perform elements of the work described in this Agreement as agreed to with the Survey Sponsor. Employees of the Survey Sponsor requiring access to confidential data will undergo a security clearance and take the oath of office pursuant to section 6 of the *Statistics Act*, subject to the respondents not having objected to share their information.

20. Public dissemination of survey results

Results of Sponsored Surveys remain protected and may not be disseminated to third parties or the public at large, by either Statistics Canada or the Survey Sponsor, until officially released by Statistics Canada in accordance with the Statistics Canada's policies. The official release date will be established jointly with the Survey Sponsor, but must not unreasonably delay release of finalized results. If agreed to by the Statistics Canada's project manager, Survey Sponsors may involve third parties in quality assurance of survey results or in peer review of analytical text. When the Survey Sponsor or a third party has access to the information prior to official release, an Advance Release Submission has to be established between Statistics Canada and the Survey Sponsor or the third party, as per the *Policy on Official Release*. Persons under contract to the Survey Sponsor are deemed equivalent to the Survey Sponsor and have the same rights and obligations.

Statistics Canada will consult with the Survey Sponsor in the development of communication materials to be used at the time of official release. If requested by the Survey Sponsor, Statistics Canada will identify the Survey Sponsor as a contact in any public communication at the time of release.

21. Data-sharing agreement

Under certain conditions, the *Statistics Act* allows Statistics Canada to share unscreened survey microdata with any department or municipal or other corporation. This will include the Survey Sponsor and Survey Contributor. Data sharing requires the consent of the individual respondents and a separate Agreement between Statistics Canada and the Survey Sponsor or Survey Contributor.

22. Retention of records

Statistics Canada will retain Information, files and records in keeping with our official policies and directives.

23. Termination

Either party may terminate this Agreement at any time by giving 60 days written notice to the other party (in this section, "**Termination Period**"). Unless otherwise agreed, the terminating party shall compensate the other for any work put in place up to receipt of the notice of termination.

On the final day of the Termination Period, Statistics Canada will calculate and present to the client a report of all costs incurred. The client shall reimburse Statistics Canada for all costs incurred inclusive of the Termination Period.

24. Dispute Resolution

If a dispute arises out of, or in connection with this Agreement, the parties agree to meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation.

All information exchanged during this meeting or any subsequent dispute resolution process, shall be regarded as "without prejudice" communication for the purpose of settlement negotiations and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the dispute resolution process.

25. Amendments

No amendment to this Agreement or waiver of any of the terms and provisions shall be valid unless effected in writing and confirmed by email in the case of a Purchase Confirmation, and unless effected in writing and signed in the case of a Letter of Agreement, by the parties hereto.

26. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of the within Agreement and supersedes all previous negotiations, communications and other arrangements whether verbal or in writing relating to it unless they are incorporated by reference in this Agreement.

GST: R121491807 **Dept.:** 054