

[NAME] Community Data Consortium Agreement

THIS AGREEMENT (the "Agreement") made

BETWEEN:

[ENTER LEAD ORGANIZATION NAME HERE]

(hereinafter, "Lead")

OF THE FIRST PART

- and -

[ENTER MEMBER ORGANIZATION NAME HERE]

(hereinafter, the "Member Organization")

OF THE SECOND PART

WHEREAS the Canadian Council on Social Development ("CCSD") ensures the collection, organization and dissemination of certain data from Statistics Canada and other data providers to members of the [NAME] Community Data Consortium, through the Community Data Program;

AND WHEREAS CCSD has entered into agreements with data providers (including Statistics Canada) to provide data to the [NAME] Community Data Consortium as part of the Community Data Program;

AND WHEREAS Lead is the Lead Organization of the [NAME] Community Data Consortium;

AND WHEREAS all Members of the [NAME] Community Data Consortium wish to participate in the Community Data Program and to have LEAD serve as the Lead of the Community Data Consortium;

AND WHEREAS the Member Organization wants to be a member of the [NAME] Community Data Consortium;

AND WHEREAS subject to the terms and conditions of this Agreement, the Member Organization wishes to have LEAD serve as the Lead for the [NAME] Community Data Consortium for the purposes of the Community Data Program;

NOW, THEREFORE, in consideration of the promises and of the mutual agreements hereinafter set forth, including the attached Schedules which form part of this Agreement, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties) it is agreed by and between the parties as follows:

1 Definitions

1.1. [NAME] Community Data Consortium

The local network of organizations focused on the implementation of a public service goal and operating within the geographic boundaries of [NAME], and as more particularly described in this Agreement

1.2. Community Data Program (“CDP”)

The program described herein, and designed to allow Member Organizations to access customized data from Statistics Canada and other providers in order to monitor and report on social and economic trends within their individual communities, as described more particularly in this Agreement.

1.3. Data Sharing and End Use License or “License”

The license to use and share data listed subject to the Terms of Use listed below.

1.4. Community Data Consortium Member Organization or “Member Organization”

An independently incorporated public, para-public or voluntary sector organization focused on the implementation of a public service goal and operating at the provincial or sub-provincial level, which has joined the Consortium.

1.5. “Authorized User” or “Community Data User” or “ User”

An employee, contractor or other staff member who is formally affiliated with an approved Community Data Consortium Member Organization and formally registered with the Community Data Program via an online user registration system enabling access to all data products and program services

1.6. Corporate Use”

Uses associated with the Member Organization to which the Authorized User is employed or otherwise engaged.

1.7. “Schedule A”

The application form to be completed by Member Organizations before joining the [NAME] Community Data Consortium

1.8. “Schedule B”

The full list of data available in the communitydata.ca catalogue to Authorized Users.

1.9. Data Products

Refers to items listed in Schedule B of this Agreement. These items include data tables and analytical tools which provide facts about social, health, economic, environmental and cultural trends and conditions occurring within provincial or sub-provincial boundaries, such as health regions, municipalities and neighbourhoods. Items not listed in Schedule B are considered supplementary data products.

1.10. “Terms of Use”

Conditions that govern the use of data listed in Schedule B

2 Terms of Use

- 2.1 The Authorized User shall not lend, rent, sub-license, transfer or sell any data product downloaded from communitydata.ca, nor any right granted under this agreement to any party outside the Authorized User’s Member Organization.
- 2.2 The Authorized User shall notify CCSD and LEAD before publicly publishing material that uses data listed in Schedule B and is not available under an open license. Examples include, but are not limited to, the Postal Code Conversion File and the aggregate credit and debt data from Equifax and TransUnion.
- 2.3 The Authorized User is granted reasonable rights of use for the content of the data products for corporate use, including for educational purposes, and reasonable ad hoc public information requests. This permission includes the publication of results and conclusions. In such cases, the Authorized User must acknowledge the Canadian Council on Social Development’s Community Data Program and associated data sources used in all publications. Refer to <http://communitydata.ca/dataandcatalogueresources> for examples on how to reference the data.

- 2.4 Upon concluding a term of employment or contract with the Member Organization, the License of an Authorized User is automatically terminated.
- 2.5 In cases where the Authorized User is a consultant, his or her License is terminated upon completion of the project for which he or she is engaged to work with the Member Organization.
- 2.6 The Member Organization shall immediately inform LEAD of any staff, employees, contractors or any other persons working with the Member Organization as part of the Community Data Program, that ceases to be a staff member, employee, contractor or person working with the Member Organization as part of the Community Data Program, to ensure that said persons will no longer be able to access data through the Community Data Program.
- 2.7 The Authorized User may be subject to additional terms of use for the use of Community Data Program data as established by the Authorized User's Organization.
- 2.8 Any violation of the license renders it void and of no effect. This agreement will terminate automatically and without notice if the Authorized User fails to comply with any term listed in this agreement.
- 2.9 In the event of termination, the Authorized User must immediately return the data products to CCSD or destroy them and certify this destruction in writing to CCSD.
- 2.10 It is the Authorized User's responsibility to ensure that his or her use of data listed in Schedule B complies with these terms and to seek permission from CCSD for any uses not permitted or not specified in this agreement.
- 2.11 Member Organizations shall ensure that all Authorized Users are aware of CCSD's data sharing and end use license. CCSD's data sharing and end use license can be found on the communitydata.ca website or through the link below.
http://communitydata.ca/sites/default/files/ccsd-cdp_schedule-c.pdf

3 Reports

- 3.1 The Member organization shall maintain the following reports and records:
 - 3.1.1 an updated and detailed list of any and all of the Member Organization's Community Data Users (including contractors/consultants that require access to CDP data for work they are carrying out for the Member Organization); and
 - 3.1.2 A description of how the Member Organization has used or plans to use the data products acquired through the Community Data Program

- 3.2 The reports referred to in subsection 3.1 shall be provided to LEAD annually by March 1st or when the details contained therein have changed or are different from the latest reports submitted to LEAD.
- 3.3 The Member Organization acknowledges that failure to submit the reports required in accordance with subsection 3.1 may result in the termination of this Agreement.

4 Custom Data Requests and Supplementary Costs

- 4.1 The Member Organization might require custom data not included in Schedule B of this Agreement. To further strengthen the collaborative efforts of the Consortium, the Member Organization should consider making custom data requests through the consortium by contacting the Lead.
- 4.2 Supplementary data requests made through the consortium will be accessible to other consortium member organizations.
- 4.3 Additional per-Consortium fees will apply to supplementary data products and services provided by CCSD, but not included in Schedule B of this Agreement. Fees will only apply following a written request by the Lead to CCSD for supplementary data products or services.
- 4.4 The Member Organization which requests supplementary data products through the consortium is responsible for the additional per-Consortium fees unless there is a cost-sharing agreement with the Lead and other member organizations specifically for these supplementary data products.
- 4.5 The Member Organization may request supplementary data products from data providers other than CCSD or the Consortium.

5 Warranties and disclaimers

- 5.1 The data products are provided “as is”. Third party data providers make no warranty, either express or implied, including but not limited to, warranties of merchantability and fitness for a particular purpose. In no event will third party data providers or CDP leads and their local CDP members be held liable for any direct, special, indirect, consequential or other damages however caused as a result of the use of CDP data.

6 Membership Fees and Payment

- 6.1 The Member Organization must pay an annual membership fee before access to the data products and the website is granted.
- 6.2 The membership fee is \$125 annually, plus locally applicable taxes, payable by each Member Organization, including the Lead, directly to CCSD.
- 6.3 Memberships fees are paid based on an invoice emailed by CCSD to Member Organizations that have submitted a signed copy of this agreement and approved by the Lead. Invoices will be mailed to the physical and/or email addresses provided on the application form in Schedule B.
- 6.4 Authorized users do not need to sign an agreement. Once an applicant organization is confirmed as being a member of the consortium, authorized users need only register online at communitydata.ca. They will be asked for agreement to the terms and conditions of the end-user license the first time they download a data product.
- 6.5 Payment of the membership fee includes the cost of membership in CCSD.
- 6.6 The Consortium Lead and CCSD have signed a 5-year agreement. Organizations can choose to pay their memberships fees annually or combine the payment for the five-year duration of the agreement.
- 6.7 Annual membership payments must be paid to CCSD by March 15th of each year. A copy of the invoice or receipt should also be sent to the Lead by March 15th of each year.

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Agreement made as of this __ day of _____, 20__

MEMBER ORGANIZATION NAME

Signature: _____

Name: _____

Title: _____

LEAD ORGANIZATION NAME

Signature: _____

Name: _____

Title: _____

Schedule A [NAME] Community Data Consortium Member Organization Application Form

For complete details on the full program refer to the 2016 Community Data Consortium Information Package or the website at www.communitydata.ca

Section 1: General Applicant Information

*-required field

Member Organization name (legal name)*

Street Address*:

City*:

Postal Code*:

Telephone*:

Fax:

Website*:

Contact name (First and Last Names)*:

Title*:

Telephone*:

Email*:

Proposed Data Use

1. LEAD, as the Community Data Program Lead, is required to report to CCSD annually on the types of uses made of the data received, and products produced from that data.
2. Provide a detailed description below of how your Member Organization will use the data provided

Declarations

I/We declare that we are an independently incorporated public, para-public or voluntary sector organization focused on the implementation of a public service goal and operating at the provincial or sub-provincial level in [NAME].

I/We understand that in the event that my/our request is approved by the LEAD, in whole or in part, I/we agree to adhere to the Terms of Use in Section 3 and all requirements in full as outlined at www.communitydata.ca

Name:

Title:

Signature:

Date: