

ConnectNORTH User Access Agreement

Terms and Conditions of Use and Data Sharing for ConnectNORTH Asset Mapping
Effective as of January 1, 2022

Agreement reached on **DAY MONTH, YEAR** between **Northern Policy Institute/Institut des politiques du Nord**, hereinafter called “NPI/IPN”, and **Organization Name**.

BACKGROUND

WHEREAS the Golden Horseshoe Food and Farming Alliance (GHFFA) has created a database management platform known as ConnectON and maintains a database on ConnectON comprised of asset information for various industries including food and farming, manufacturing, and tourism in Ontario (the “Database”).

WHEREAS Northern Policy Institute/Institut des politiques du Nord (NPI/IPN) has negotiated the exclusive right to approve Partners and Users located in the Census Districts of Kenora, Rainy River, Thunder Bay, Cochrane, Timiskaming, Sudbury, Greater Sudbury, Algoma, Nipissing, Manitoulin, and Parry Sound.

AND WHEREAS Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA), the GHFFA, NPI/IPN, and municipalities or agencies with an interest in facilitating the growth of the various industry sectors (the “Partners”), have contributed data, and worked in partnership to develop the Database within ConnectON in exchange for access to ConnectON and the Database.

AND WHEREAS the Database is being utilized by the Partners in projects whose purposes and objectives include: i) facilitating growth of various industry sectors within Ontario; ii) supporting the province's agri-food, manufacturing, tourism and other industry supply chains; iii) analyses of the Data within the Database to inform future agri-food, manufacturing, tourism and other industry programs; iv) emergency preparedness and response; and v) to develop policies regarding protection of agricultural lands and Ontario's agri-food industries;

AND WHEREAS the Database is being used for projects whose purposes and objectives align with the Partners' program needs and objectives.

AND WHEREAS data within the Database, could be a valuable resource of information to support the policies and programs of the Users of the Database.

AND WHEREAS sharing non-confidential non-personal information is consistent with the objective of the Government's Open Data Directives and the principal and purpose of the *Freedom of Information and Protection of Privacy Act R.S.O. 1990, (FIPPA) Section 1*.

AND NOW THEREFORE in good and valuable consideration, the receipt and sufficiency

of which are hereby acknowledged, the Partners agree to provide data to NPI/IPN for inclusion in the Database on the ConnectON platform under the terms and conditions of this Data Sharing Agreement and the Partners and Users agree to abide by the terms and conditions set out as follows.

PURPOSE

Under the terms and conditions of this document (the “Agreement”), the GHFFA grants to the Users, access and use of ConnectON, subject to the conditions contained herein.

GENERAL TERMS AND CONDITIONS

In addition to the rights and obligations of the Parties set out in the Articles of this Agreement, the rights and obligations set out in the Appendices to this Agreement shall also apply between the Parties. However, where any Appendices conflicts with any Article of the Agreement; the Article shall take precedence over the Appendices. This Agreement supersedes all prior oral and written representations and agreements with respect to Partners' contributions of information to the Database on the ConnectON platform.

All Parties consent to and will accept execution of this Agreement and any amendments to this Agreement, by electronic signatures, as defined in the *Electronic Commerce Act, 2000*.

Unless the Parties agree otherwise in writing, this Data Sharing Agreement will expire on March 31, 2027.

Any of the Parties may terminate this Data Sharing Agreement at any time by providing 15 (fifteen) Business Days written notice thereby relinquishing use of ConnectON. Northern Ontario Partners, Data Providers, or Users should provide notice to NPI/IPN by mail or email to NPI/IPNs President & CEO Charles Cirtwill at P.O. Box 10117 Thunder Bay Ontario P7B 6T6. ccirtwill@northernpolicy.ca. When a Party opts out of the Agreement, NPI/IPN shall notify the GHFFA and Northern Ontario Users. However, the Data submitted will remain with ConnectON and the Users may continue to use the Data provided.

This Agreement may be amended by NPI/IPN and the GHFFA from time to time, based on advice from the Parties.

Nothing in this Agreement will be deemed to constitute, create, or otherwise recognize the existence of a joint venture, partnership, or other formal business entity or arrangement of any kind between the Parties or their representatives.

This Agreement is governed by and is to be construed and interpreted in accordance with, the laws of Ontario and the laws of Canada applicable in Ontario.

DEFINITIONS

“*Agreement*” means this User Access Agreement

“*Business Day*” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the GHFFA is closed for business.

“*ConnectON*” means the platform for the Database resulting from the efforts to collect, house, organize and provide access to the Database, containing Data in digital format and housed on the website <https://www.connecton.ca>

“*Data*” means information, including but not limited to tables and maps, which has been provided to GHFFA or NPI/IPN by Data Providers.

“*Database*” means all the Data accessible through the ConnectON platform.

“*Data Fields*” means the Metadata data descriptors provided in Appendix B.

“*Data Provider*” means a User or an entity that has contributed Data to the Database.

“*Derivative Data*” means information or works that are created by a User, as a result of combining the Data from the Database, with other information, and/or as a result of the interpretation and analyses of the Data but does not include unaltered Data accessed from the Database using ConnectON.

“*FIPPA*” means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31 as amended.

“*License*” means the rights to use and access (and any limitations or restrictions on such rights to use and access), the ConnectON, the Database, and the Data, as are granted under the terms and conditions of this Agreement.

“*Metadata*” means the information fields and data descriptors provided by the Data Provider about the Data.

“*MFIPPA*” means the *Municipal Freedom of Information and Protection of Privacy Act*.

“*Open Data*” means data and other information made available or already readily available to a person or organization or other entity without restriction on its use.

“*Northern Ontario*” means the area encompassing the Census Districts of Kenora, Rainy River, Thunder Bay, Cochrane, Timiskaming, Sudbury, Greater Sudbury, Algoma,

Nipissing, Manitoulin, and Parry Sound.

“*Partner or Partners*” means any or all of the GHFFA, NPI/IPN, OMAFRA, and municipalities or agencies with an interest in facilitating the growth of various industry sectors who have contributed data and worked in partnership to develop the ConnectON Database and are listed in Appendix “A”.

“*Personal Information*” has the meaning provided in FIPPA and means recorded information about an identifiable individual, including, (i) information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of the individual; (ii) information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved; (iii) any identifying number, symbol or other particular assigned to the individual; (iv) the address, telephone number, fingerprints or blood type of the individual; and (v) the individual’s name where it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual. Personal information does not include an address if the address is a farm business address, the phone number if the phone number is a farm business number, the type of crops grown on the farm, the farm location, the owners of the farm business, and the operators of the farm business.

“*Public*” means a person or organization or other entity that is not a User, Data Provider, OMAFRA or the GHFFA, and has not therefore been granted access and use of the Database on ConnectON.

“*Raw Data*” means the unaltered source Data collected for the purposes of the ConnectON Database.

“*Restricted Data*” means Data within ConnectON whose use is restricted and qualified.

“*User*” means the person or organization or other entity that has been granted access and/or use of all or part of the Database through ConnectON by the GHFFA and includes those entities listed in Appendix “B”.

DESCRIPTION OF DATA AND ACCESS

Northern Ontario Partners agree to provide NPI/IPN, for inclusion in the ConnectON Database, agri-food, manufacturing, tourism, or other industry business data (the “Data”) as deemed appropriate by the Partner. The Data may be expanded to provide access to new data at the Partners’ sole and absolute discretion.

The Data is specific to digital data formats and may be spatial or non-spatial depending upon the format and nature of the Data the Partners submit for inclusion in the ConnectON platform.

All Partners’ Data use and access is subject to the Partners’ specified restrictions and limitations for access and use provided to the GHFFA at the time the Data was

Data or Derivative Data, accessible to the Public; where the subset or the Derivative Data would reveal personal information as defined in the FIPPA.

Only aggregate and/or Derivative Data may be shared by Users. Users shall not share raw Data with the Public.

All Derivative Data created by Users shall be the property of the User.

Northern Ontario based Users may seek guidance from NPI/IPN regarding appropriate use of the ConnectON Data if required.

Northern Ontario based Users will refer all third-party requests for the Data and access to ConnectON to NPI/IPN.

Northern Ontario based Users, in exchange for user privileges, will contribute to the costs of maintaining ConnectON in Northern Ontario by making contributions to this project via NPI/IPN at the following annual rates:

- Small communities or agencies serving populations of 2,500 and under, or organizations with an annual budget below \$250,000.00: **\$300 per year (this allows for up to two Users)**
- Medium communities or agencies serving populations between 2,501 and 10,000, or organizations with an annual budget between \$250,001.00 and \$500,000.00 per year: **\$600 per year (this allows for up to four Users)**
- Large communities or agencies serving populations greater than 10,001 or organizations with an annual budget above \$500,000.00: **\$1200 per year (This allows for up to eight Users)**
- Partners or Data Providers: **no cash contribution required (Partners or Data Providers may have up to five Users)**

Memberships are for 12 months from date of signing this agreement.

Members who have annual subscriptions to NODC will receive a 5 per cent annual discount on their ConnectON membership.

- Yes, I/we have an NODC subscription.

Northern Ontario Partners, Data Providers, and Users should liaise directly with NPI/IPN. NPI/IPN will coordinate with GHFFA for the delivery of ConnectON in Northern Ontario. Contributions by Users will be invoiced by NPI/IPN to verified Users, Partners, and Data Providers in Northern Ontario. Questions about annual contributions should be directed to finance@northernpolicy.ca.

NPI/IPN will arrange for the delivery of log-in credentials to all Northern Ontario Partners, Data Providers, and Users. Requests to remove Users, add Users, or alter User credentials should be sent to NPI/IPN at connectnorth@northernpolicy.ca.

LIABILITIES AND LIMITATIONS

There is no timely guarantee of access to or guarantee of continuing availability of the Data under this Agreement.

The Data is provided as is without warranty of any kind with respect to the accuracy of the Data or the appropriateness of the Data for any specific use.

Protection from malware shall be the sole responsibility of the User. The GHFFA nor the Partners make any warranty or guarantee of any kind relating to the absence of malware of any kind on or within the ConnectON internet platform or the Data.

Neither the GHFFA nor the Partners make any representations of any kind as to the completeness or accuracy of the ConnectON Metadata. It is the responsibility of each User, through Metadata, to determine the level of confidence or quality of ConnectON Data and the Database within it for their specific use.

The Metadata is subject to change. The GHFFA will provide updates to Users in a timely manner.

The User of ConnectON is responsible for understanding the accuracy limitations of the Data. In particular, alterations and/or manipulation of the original Data may adversely affect its accuracy, meaning, and design integrity.

The GHFFA agrees to hold the Partners and Users and all their employees, contractors, and agents harmless from any claim, suit, or proceeding arising out of the use of ConnectON Data in accordance with this Agreement, including indemnification of the Partners for reasonable expenses incurred in defending such claims.

The Partners and Users agree to hold the GHFFA, OMAFRA and all their employees, contractors and agents harmless from any claim, suit, or proceeding arising out of the use of the ConnectON Data in accordance with this Agreement, including indemnification of the GHFFA and OMAFRA for reasonable expenses incurred in defending such claims.

Data within the Database are for internal use only by Users. Data contained therein cannot be shared directly with the Public. However, Users may use the Data they accessed through ConnectON to create derivative products for internal and external use in projects whose objectives include the development of Ontario's agri-food, manufacturing, tourism, or other industry sectors and/or its communities, provided that ConnectON is acknowledged as (one of) the source(s) of the information used to create the derivative product.

GOVERNANCE

ConnectON is managed by representatives of the Users and the GHFFA. A current list of Users is included in Appendix “B”.

CONFIDENTIALITY

All Provincial and Federal government of Canada Data and Data provided by the Partners is subject to FIPPA and MFIPPA.

The Partners' and the Users' confidentiality obligations under this Agreement shall survive any termination of the Agreement.

Data accessed from the ConnectON platform is to be treated as confidential and may not be distributed to third parties unless the Data is Open Data, or the Data is available to the Partners or Users through other means or required by law to release the Data. This confidentiality obligation shall survive termination of this Agreement.

Users may not publish or otherwise present any OMAFRA Data obtained from the Database through ConnectON directly, indirectly, or without modification, regardless of the forum or format of presentation or communication of the OMAFRA Data. OMAFRA Data may only be presented or otherwise published to the public, in a non-identifying aggregate Derivative Data set or form.

The Partners and Users have each executed the Agreement on the dates set out in their individual signed forms acknowledging the Agreement.

ConnectNORTH Asset Mapping

Terms and Conditions of Use and Data Sharing for ConnectNORTH

I/We, representative(s) of Partners, Users, or Data Providers to ConnectNORTH (an extension of ConnectON to the regions of Northern Ontario), acknowledge and agree to abide by the terms and conditions for use documented in the ConnectON Terms and Conditions of Use and Data Sharing for the ConnectON Asset Mapping Agreement.

Name: _____

Position: _____

Organization: _____

Date: _____

Name: _____

Position: _____

Organization: Northern Policy Institute | Institut des politiques du Nord

Date: _____

APPENDIX “A”

List of Partners

TOWN OF CALEDON	COUNTY OF SIMCOE
TOWN OF GANANOQUE	COUNTY OF WELLINGTON
TOWN OF PRESCOTT (UCLG)	MUNICIPALITY OF CHATHAM-KENT
TOWN OF SMITHS FALLS	PRINCE EDWARD COUNTY
CITY OF BARRIE	UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY
CITY OF BELLEVILLE	UNITED COUNTIES OF LEEDS AND GRENVILLE
CITY OF BRAMPTON CITY OF BRANTFORD	UNITED COUNTIES OF PRESCOTT AND RUSSELL
CITY OF BROCKVILLE	REGIONAL MUNICIPALITY OF DURHAM
CITY OF CORNWALL	REGIONAL MUNICIPALITY OF ESSEX
CITY OF GUELPH	REGIONAL MUNICIPALITY OF HALTON
CITY OF HAMILTON	REGIONAL MUNICIPALITY OF NIAGARA
CITY OF KAWARTHA LAKES	REGIONAL MUNICIPALITY OF PEEL
CITY OF KINGSTON	REGIONAL MUNICIPALITY OF WATERLOO
CITY OF MISSISSAUGA	REGIONAL MUNICIPALITY OF YORK
CITY OF ORILLIA	QUINTE ECONOMIC DEVELOPMENT COMMISSION
CITY OF OTTAWA	ONTARIO EAST ECONOMIC DEVELOPMENT COMMISSION
CITY OF PEMBROKE	KINGSTON ECONOMIC DEVELOPMENT VALLEY HEARTLAND ECONOMIC DEVELOPMENT CORPORATION
CITY OF PETERBOROUGH	WESTERN ONTARIO WARDENS' CAUCUS
CITY OF QUINTE WEST	WINDSOR-ESSEX ECONOMIC DEVELOPMENT CORPORATION
CITY OF TORONTO	
CITY OF WINDSOR	NORTHERN POLICY INSTITUTE
COUNTY OF BRANT	INDIGENOUS TOURISM ONTARIO
COUNTY OF BRUCE	DESTINATION NORTHERN ONTARIO
COUNTY OF DUFFERIN	
COUNTY OF ELGIN	
COUNTY OF FRONTENAC	
COUNTY OF GREY	
COUNTY OF HALDIMAND	
COUNTY OF HASTINGS	
COUNTY OF HURON	
COUNTY OF LANARK	
COUNTY OF LENNOX AND ADDINGTON	
COUNTY OF LAMBTON	
COUNTY OF MIDDLESEX	
COUNTY OF NORFOLK	
COUNTY OF NORTHUMBERLAND	
COUNTY OF OXFORD	
COUNTY OF PERTH	
COUNTY OF PETERBOROUGH	
COUNTY OF RENFREW	

APPENDIX “B”

List of Users

TOWN OF CALEDON
TOWN OF GANANOQUE
TOWN OF PRESCOTT (UCLG)
TOWN OF SMITHS FALLS
CITY OF BARRIE
CITY OF BELLEVILLE
CITY OF BRAMPTON
CITY OF BRANTFORD
CITY OF BROCKVILLE
CITY OF CORNWALL
CITY OF GUELPH
CITY OF HAMILTON
CITY OF KAWARTHA LAKES
CITY OF KINGSTON

CITY OF MISSISSAUGA
CITY OF ORILLIA
CITY OF OTTAWA
CITY OF PEMBROKE
CITY OF PETERBOROUGH
CITY OF QUINTE WEST
CITY OF TORONTO
CITY OF WINDSOR
COUNTY OF BRANT
COUNTY OF BRUCE
COUNTY OF DUFFERIN
COUNTY OF ELGIN
COUNTY OF FRONTENAC
COUNTY OF GREY
COUNTY OF HALDIMAND
COUNTY OF HASTINGS
COUNTY OF HURON
COUNTY OF LANARK
COUNTY OF LAMBTON
COUNTY OF MIDDLESEX
COUNTY OF NORFOLK
COUNTY OF NORTHUMBERLAND
COUNTY OF OXFORD
COUNTY OF PERTH
COUNTY OF PETERBOROUGH
COUNTY OF RENFREW

COUNTY OF SIMCOE
COUNTY OF WELLINGTON

MUNICIPALITY OF CHATHAM-KENT
PRINCE EDWARD COUNTY
UNITED COUNTIES OF STORMONT,
DUNDAS AND GLENGARRY
UNITED COUNTIES OF LEEDS AND
GRENVILLE
UNITED COUNTIES OF PRESCOTT AND
RUSSELL
REGIONAL MUNICIPALITY OF DURHAM
REGIONAL MUNICIPALITY OF ESSEX
REGIONAL MUNICIPALITY OF HALTON
REGIONAL MUNICIPALITY OF NIAGARA
REGIONAL MUNICIPALITY OF PEEL
REGIONAL MUNICIPALITY OF WATERLOO
REGIONAL MUNICIPALITY OF YORK
MUNICIPALITY OF SOUTH DUNDAS
QUINTE ECONOMIC DEVELOPMENT
COMMISSION
ONTARIO EAST ECONOMIC
DEVELOPMENT COMMISSION
COUNTY OF LENNOX AND ADDINGTON
KINGSTON ECONOMIC DEVELOPMENT
VALLEY HEARTLAND ECONOMIC
DEVELOPMENT CORPORATION
WINDSOR-ESSEX ECONOMIC
DEVELOPMENT CORPORATION
WESTERN ONTARIO WARDENS' CAUCUS
SOUTH CENTRAL ONTARIO REGION
ECONOMIC DEVELOPMENT
CORPORATION (SCOR EDC)
GREENBELT FOUNDATION
ONTARIO MINISTRY OF AGRICULTURE
FOOD AND RURAL AFFAIRS

NORTHERN POLICY INSTITUTE
NORTH SUPERIOR WORKFORCE
PLANNING BOARD
NORTHERN ONTARIO FARM INNOVATION
ALLIANCE
INDIGENOUS TOURISM ONTARIO
DESTINATION NORTHERN ONTARIO