

## Northern Ontario Data Consortium Membership Agreement

This agreement was reached on **XXXX** between **Northern Policy Institute/Institut des politiques du Nord**, hereinafter called “NPI/IPN”, and **XXXX**, hereinafter called “The Organization”.

This agreement gives the Organization all rights, privileges, obligations, and responsibilities of a member of the Northern Ontario Data Consortium (led by Northern Policy Institute) and the Community Data Program (CDP) of the Canadian Community Economic Development Network (CCEDNET).

The purpose of this agreement is to allow the Organization to designate Authorized Users who may use data available from the Community Data Catalogue and to permit the dissemination of any resulting data products or publications, while restricting the Organization or its Authorized Users from transferring raw data from the Community Data catalogue to those who are not members of the Community Data Program.

### Definitions

<b>Term</b>	<b>Definition</b>
Data Sharing and End Use License or “License”	The license to use and share data listed subject to the Terms of Use listed below.
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 sub-provincial level, which has joined the Consortium.
“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
“Corporate Use”	Uses associated with the Member Organization to which the Authorized User is employed or otherwise engaged.
“Schedule B”	The full list of data available in the communitydata.ca catalogue to Authorized Users. <a href="https://communitydata.ca/data">https://communitydata.ca/data</a>
“Terms of Use”	Conditions that govern the use of data listed in Schedule B.

## **Payment and Term**

Membership fees are due upon signing this agreement. Renewal fees are due in December. The annual term begins on 1 January and membership expires on 31 December in the year that the term selected below falls.

**If a member joins before 30 September in a calendar year, they will be invoiced for the prorated amount remaining in that year and the partial year will be counted as year one for the purposes of any multi-year discount.** NPI/IPN will issue invoices for the appropriate amounts when they are due.

**If a member joins AFTER 30 September in a calendar year it is understood that they are joining for the remainder of that year and the full following calendar year. The member will be invoiced for a prorated amount to cover the partial year in addition to the full membership for the next calendar year. The partial year will NOT be counted for the purposes of any multi-year discount.** NPI/IPN will issue invoices for the appropriate amounts when they are due.

**Please indicate below** which membership category you belong to (NPI/IPN reserves the right to request reasonable information to confirm this status as and when it is deemed necessary):

- 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)

**Members who commit to a three-year subscription at the above annual rate will receive a five percent discount. Members who commit to a five-year will receive a ten percent discount. Please indicate below whether you wish to sign up for a one year, three-year, or a five-year membership.**

- One year
- Three years
- Five years

Annual fees **include** an annual admin fee per member of \$150 paid on the Organization's behalf by NPI/IPN to the CCEDNET. The Organization should ensure that the attached Schedule "A" is completed and forwarded to NPI/IPN so NPI/IPN can provide the information to CCEDNET.

## Copyright

The third-party data provider is, in all cases, the owner or licensee of all intellectual property rights, including copyright, of the data products listed in Schedule B. By agreeing to this document, NPI/IPN grants the Organization and its Authorized Users a non-exclusive, non-transferable license ("Data Sharing and End Use License") to use the data listed in Schedule B, Subject to the terms listed below ("Terms of use"). This license is not a sale of any or all of the rights of the owner(s).

## Terms of Use

1. The Organization shall not lend, rent, sub-license, transfer or sell any data product downloaded from [communitydata.ca](http://communitydata.ca), nor any right granted under this agreement to any party outside the Organization, with the exception of data uses approved by the Canadian Community Economic Development Network (CCEDNET), the Community Data Program (CDP) User Agreement or the local NPI/IPN Northern Data Consortium (NODC).
2. The Organization shall notify CCEDNET and NPI/IPN before publishing material that uses data listed in Schedule B. For clarification this is **not** a pre-approval step for your publications. Simply an advisory exercise for us. The intent is to allow both CCEDNET and NPI to profile the work that results from this consortium. You can simply send an advisory email to [data@communitydata.ca](mailto:data@communitydata.ca) and [info@communitydata.ca](mailto:info@communitydata.ca) or forward an electronic copy of your material to those addresses upon publication.
3. Subject to existing limits at law, the Organization 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 source of the data must be acknowledged in publications.
4. The Organization will have procedures in place to ensure that upon concluding a term of employment or contract with the Member Organization, the License of any Authorized User will be automatically terminated.
5. In cases where the Authorized User is a consultant, the Organization will ensure that his or her License is terminated upon completion of the project for which he or she is engaged to work with the Member Organization.
6. Any Authorized User may be subject to additional terms of use for the use of Community Data Program data as established by the User's Organization.
7. Any violation of the license renders it void and of no effect. This agreement will terminate automatically and without notice if the Organization or any of its Authorized Users fail to comply with any term listed in this agreement.

8. In the event of termination, the Organization and any of its Authorized Users must immediately return the data products to CCEDNET or destroy them and certify this destruction in writing to CCEDNET.
9. It is the Organization's responsibility to ensure that all of their Authorized Users comply with the terms of use of the data listed in Schedule B and to seek permission from CCEDNET for any uses not permitted or not specified in this agreement.
10. It is the Organization's responsibility to ensure that their Authorized Users are advised to take reasonable precautions to secure the data obtained via the CDP from unauthorized access. Where the Organization becomes aware of a data breach, they should immediately advise CCEDNET and NPI/IPN and take whatever reasonable steps are necessary to ensure the breach is not repeated. Advising CCEDNET and NPI/IPN of a breach does not, however, eliminate further potential liability where negligence or unlawful activity of the Organization or its Authorized Users are involved.

**Warranties and disclaimers**

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.

**Summary of Do’s and Don’ts**

<b>Do’s</b>	<b>Don’ts</b>
Use the data for your organizations in-house analysis, research, and policymaking	Lend, rent, sell, or give away downloaded data products to non-members
Use the data for educational purposes, e.g., to publish indicators or community profiles	Share your communitydata.ca password or provide access to the catalogue to a non-registered user
Share reasonable amounts of data for the purposes of <i>ad hoc</i> public information requests	
Share findings and supporting data	
Acknowledge the Community Data Program and associated data sources	

<p>Notify <a href="mailto:information@communitydata.ca">information@communitydata.ca</a> when you discover any missing or incorrect CDP data</p>	
<p>Let Northern Policy Institute/Institut des politiques du Nord (<a href="mailto:data@northernpolicy.ca">data@northernpolicy.ca</a>) and the Community Data Program (<a href="mailto:information@communitydata.ca">information@communitydata.ca</a>) know when you are planning to publish CDP data</p>	
<p>Contact us at <a href="mailto:information@communitydata.ca">information@communitydata.ca</a> if you have questions about data sharing or releasing a publication that uses CDP data.</p>	

**On signing this agreement, the Organization and NPI/IPN agree that:**

Members shall adhere to the Data sharing and end use license agreement of CCEDNET and the CDP. To reiterate, the purpose of the agreement is to allow the Organization to designate Authorized Users to use data available from the Community Data Catalogue and to permit the dissemination of any resulting data products or publications, while restricting Organizations and any of their Authorized Users from transferring raw data from the Community Data Catalogue to those who are not members of the Community Data Program.

The Organization will provide to NPI/IPN (and update as required) the contact information outlined in Schedule A and that information will be made available online at [communitydata.ca](http://communitydata.ca). The Organization agrees to the Terms of Use that govern the use of data listed in Schedule B.

NPI/IPN will, upon the coming in force of this agreement, register the Organization as a member of the CDP and the Organization will then be able to avail itself of orientation and other training provided directly by CCEDNET and the CDP. The Organization will be responsible for identifying, registering, monitoring and de-registering an unlimited number of authorized users under their membership.

The Organization will familiarize itself and its Authorized Users with the end use agreements of the CDP and its data providers to ensure they are in compliance when using and publishing data secured through this program. NPI/IPN will make every effort to assist the Organization in securing answers to any reasonable questions they may have about data usage and publication where the material and training provided by the CDP does not make such usage clear.



## Schedule A

Identifying information members are required to submit to NPI/IPN for **transmission to CCEDNET and the CDP for publication online at communitydata.ca:**

- Organization Name: \_\_\_\_\_
- Organization Website: \_\_\_\_\_
- Organization Phone Number: \_\_\_\_\_
- Organization Street Address: \_\_\_\_\_
- Organization Community: \_\_\_\_\_
- Organization Province: \_\_\_\_\_
- Organization Postal Code: \_\_\_\_\_
- Contact Email Address: \_\_\_\_\_
- Contact First Name: \_\_\_\_\_
- Contact Last Name: \_\_\_\_\_

## Schedule B

The data catalogue is available online at [www.communitydata.ca](http://www.communitydata.ca)

See: "List of all data tables in the Community Data Program catalogue"

<http://communitydata.ca/dataandcatalogueresources>



## Schedule C

### List of Northern Ontario Data Consortium Members

Lead:

- Northern Policy Institute/institut des politiques du Nord

Members:

- Cochrane District Social Services Board
- District of Nipissing Social Services Administration Board
- District of Parry Sound Social Services Administration Board
- Dryden (City of)
- Employment North District of Parry Sound Employment Services
- Far Northeast Training Board
- FedNor
- Greater Sudbury (City of)
- Greater Sudbury Police Service
- Municipality of Red Lake
- North Bay Parry Sound District Health Unit
- North Superior Workforce Planning Board
- Northwestern Health Unit
- Northwestern Ontario Municipal Association
- Ontario Ministry of Northern Development
- Public Health Sudbury & District
- Sault Ste. Marie Innovation Centre
- The Temiskaming Foundation
- Timiskaming Health Unit