

Northern Policy Institute/Institut des politiques du Nord

874 Tungsten Street, P.O. Box 10117

Thunder Bay, Ontario P7B 6T6

Agreement reached on 16 March, 2017 between **Northern Policy Institute/Institut des politiques du Nord**, hereinafter called “NPI/IPN”, and **INSERT NAME**, hereinafter called “**The Organization**”.

This agreement gives the Organization all rights, privileges, obligations and responsibilities of a member of the Northern Policy Institute (rest of) Northern Data Consortium and the Community Data Program (CDP) of the Canadian Centre for Social Development (CCSD).

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

Definitions

Term

Data Sharing and End Use License or “License”

Community Data Consortium Member Organization or “Member Organization”

“Authorized User” or “Community Data User” or “User”

“Corporate Use”

“Schedule B”

“Terms of Use”

Definition

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

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.

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

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

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

Conditions that govern the use of data listed in Schedule B.

Copyright

The third party data provider is 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 Authorized User (Organization) 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 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, with the exception of data uses approved by the Canadian Council on Social Development (CCSD), the Community Data Program User Agreement or the local NPI/IPN Northern Data Consortium.
2. The Authorized User shall notify CCSD 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 CCSD and NPI to profile the work that results from this consortium. You can simply send an advisory email to research@northernpolicy.ca and info@communitydata.ca or forward an electronic copy of your material to those addresses upon publication.
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 source of the data must be acknowledged in publications.
4. Upon concluding a term of employment or contract with the Member Organization, the License of an Authorized User is automatically terminated.
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.
6. The 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 Authorized User fails to comply with any term listed in this agreement.

8. 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.
9. It is the End 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.

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.

Payment

Initial fees are due within thirty days of the signing of this agreement. Renewal fees, if applicable, are due one month before the beginning of each twelve-month period during the membership term. The term begins upon the coming into force of this agreement and expires either twelve or sixty months after that date, depending on the membership term selected below. 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 serving populations of 2,500 and under, or organizations with an annual budget below \$125,000.00 - \$250 per year;
- Medium communities serving populations between 2,501 and 10,000, registered charities, or organizations with an annual budget below \$250,000.00 per year - \$500 per year
- Large communities serving populations greater than 10,001 or organizations with an annual budget above \$250,000.00 - \$1,000 per year

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

- One year;
- Five year.

Annual fee **includes** an annual admin fee per member of \$125 paid on your behalf by NPI/IPN to the CCSD. Please ensure you complete the attached Schedule “A” so we can forward your information to CCSD.

Summary of Do’s and Don’ts

Do’s	Don’ts
Use the data for your organizations in-house analysis, research, and policy-making	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	
Notify information@communitydata.ca when you discover any missing or incorrect CDP data	
Let Northern Policy Institute/Institut des politiques du Nord (data@northernpolicy.ca) and the Community Data Program (information@communitydata.ca) know when you are planning to publish CDP data	
Contact us at information@communitydata.ca if you have questions about data sharing, or releasing a publication that uses CDP data.	

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

Members shall adhere to the Data sharing and end use license agreement of CCSD and the CDP. The purpose of the agreement is to allow 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 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.

The Organization agrees to the Terms of Use that govern the use of data listed in Schedule B.

Where there are “surplus funds” beyond the cost of administering the NODC (defined as direct data purchase costs plus 15%) those funds will be used by NPI/IPN to purchase “custom data” via the CDP. The Organization, as long as it is a paid-up member of the NODC, will be entitled to one vote at an annual meeting of paid up members to provide advice to NPI/IPN about what custom data purchases to fund via any “surplus funds”. Decisions at such a meeting will be made by consensus where possible and two-thirds majority where necessary. At least ten paid-up members or one-half of the paid-up membership, whichever is the lesser number, must be represented to have quorum at such a meeting. Proxies are not allowed but it is assumed such meetings will be held by teleconference.

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 CCSD 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 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.

The terms of this agreement come into force upon the receipt by both parties via facsimile, electronic mail or post/courier of a signed copy of this agreement. The terms of this agreement are further conditional on the ongoing existence of the CDP and the associated consortium contract between NPI/IPN and the CCSD. The terms of this agreement cease to apply on the date that a necessary supporting consortium agreement between NPI/IPN and CCSD ceases to exist. Any member premiums paid by the Organization to that date will be reimbursed to them by NPI/IPN on a prorated basis.

IN WITNESS WHEREOF, the parties have signed this agreement;

Insert Name

Date & Location

Northern Policy Institute/Institut des politiques du Nord

Date & Location

Schedule A

List of (rest of) Northern Ontario Data Consortium Members

Lead:

Northern Policy Institute/Institut des politiques du Nord

Members:

Algoma Public Health
Algoma Workforce Investment Corporation
Centre for Rural and Northern Health Research
Cochrane District Social Services Board
Common Voice Northwest
Far Northeast Local Employment Planning Council
Federation of Northern Ontario Municipalities
Greenstone (Municipality of)
Kenora District Social Services Board
Kirkland Lake Economic Development & Tourism
Mattawa-Bonfield Economic Development Corporation
Ministry of Northern Development & Mines
Nickel District Conservation Authority
North Superior Local Employment Planning Council
Northern Ontario Farm Innovation Alliance
Northwestern Health Unit
Northwestern Ontario Municipal Association
PARO Centre for Women's Enterprise
Rainy River District Social Services Board
Sault Ste. Marie Innovation Centre
Social Planning Council of Sudbury
Sudbury & District Health Unit
Temiskaming Shores (City of)
Thunder Bay and District Social Services Administration Board
Timmins Economic Development Corporation

Schedule A

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

- Organization name: _____
- Organization website: _____
- Organization phone number: _____
- Organization street address: _____
- Organization city: _____
- Organization province: _____
- Organization postal code: _____
- Contact email address: _____
- Contact first name: _____
- Contact last name: _____

Schedule B

The data catalogue is available online at communitydata.ca

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

<http://communitydata.ca/dataandcatalogueresources>