**THE COMMUNITY DATA PROGRAM**

**COMMUNITY DATA CONSORTIUM**

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (“Agreement”) is made this YYYY-MM-DD.

BETWEEN:

# CANADIAN COUNCIL ON SOCIAL DEVELOPMENT,

a corporation incorporated under the laws of Canada,

having an office at P.O Box 13713, Ottawa, Ontario, K2K 1X6

(herein called “CCSD”)

AND:

**XXX**

having an office at, XXX

(herein called the “Lead”)

**WHEREAS** CCSD organizes the collection, Organisation and dissemination of data from Statistics Canada and other data providers to community data consortia through the Community Data Program;

**AND WHEREAS** the Lead is a member of the XXX Community Data Consortium (the "Consortium");

**AND WHEREAS** the Lead wishes to participate in the Community Data Program and to facilitate the participation of other Community Data Consortium Member Organisations;

**NOW THEREFORE,** the parties to this Agreement witnessthat in consideration of TWO DOLLARS ($2.00) of Canadian currency and the mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as hereinafter set forth:

***1 Terms* and definitions**

For the purposes of this Agreement, the following terms shall have the corresponding meanings attributed to them:

"**Community Data Consortium**"or"**Consortium**"meansa local network of Organisations focused on the implementation of a public service goal and operating within the geographic boundaries of the Lead.

"**Community Data Consortium Member Organisation**"or"**Member**"means an independently incorporated public, para-public or voluntary sector organisation focused on the implementation of a public service goal and operating at the sub-provincial level, which has joined the Consortium. Members are listed in Schedule A of this Agreement.

"**Community Data Program**"or"**CDP**"meansthe program described herein, and designed to allow Members 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.

"**Community Data User**"**,** "**Authorized User**"or "**User**"meansan employee, contractor or other staff member who is formally affiliated with an approved Community Data Consortium Member Organisation and formally registered with the Community Data Program via an online user registration system enabling access to all data products and program services.

"**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 sub-provincial boundaries, such as health regions, municipalities and neighbourhoods.

**“Licence Administrator”** refers to the individual within the consortium designated as the contact person responsible for communication with CCSD and/or consortium membership regarding any issues arising in relation to the license agreement. Normally, the license administrator is the same person identified in 6.3.

"**Term**"means the term of this Agreement, as set out in section 11.1.

**2 Responsibilities of CCSD**

2.1 CCSD is the host organisation for the CDP. CCSD will act as the official contact for all communications regarding data products acquired from data providers and licensing arrangements for those products.

2.2 CCSD shall ensure all data products and services listed in Schedule B are made available to the Lead and Users from the communitydata.ca website.

2.3 Schedule B shall be amended on an ongoing basis, relying on a priority setting exercise led by CCSD and carried out in consultation with the Leads, using a decision making process consistent with the Community Data Program Governance Structure and Operating Procedures[[1]](#footnote-1).

2.4 CCSD shall advise the Lead before any data that is the subject matter of this Agreement or specified in Schedule B is posted or made public in any way. Data will be posted as soon as reasonably practicable following delivery from third party data providers.

2.5 CCSD shall provide ongoing support by telephone and email to the Lead during the Term of this Agreement. Site visits may be arranged by mutual agreement. Responsibility for the expenses associated with these visits will be negotiated between CCSD and the Lead on a per occasion basis and any such agreement shall be committed to writing and signed by both parties.

2.6 CCSD will publish an annual report of the CDP, to include a comparison of budgeted and actual expenditures and revenues, and next-year budget projections. The annual report shall be shared with the Lead in advance of March 31 of each year.

**3 Responsibilities of the Lead**

3.1 The Lead agrees to abide by the terms of this Agreement and of the Data Sharing and End Use Licence Agreement in the form of Schedule C (“Data Licence”)

3.2 The Lead shall designate one person to act as its Licence Administrator.

3.3 The Lead shall ensure that all of its Members are aware of the terms and conditions outlined in Schedule C.

3.4 The Lead shall ensure that private third-party contractors formally engaged by Members to access Data Products have agreed to abide by the licensing provisions outlined in Schedule C.

3.5 The Lead will report to CCSD annually on the types of uses made of the data received, and products produced from that data, with the content of the report to be agreed upon by the parties to the Agreement.

3.6 The Lead shall ensure that any unauthorized use of the data by any of the Members is reported to CCSD as soon as possible.

3.7 The Lead will act as the lead for the Consortium in its community and advise CCSD of any requests for membership.

3.8 The Lead shall communicate all information received from CCSD related to the subject matter of this Agreement to the Members.

**4 Intellectual property**

4.1 All training materials and technical documentation used, created or produced under this Agreement shall remain the property of the originating organisation.

**5 Program fee structure**

5.1 The program fee comprises two components: a membership fee applied to each Member, and a consortium fee applied to the Consortium.

5.2 The ***membership fee*** is an annual fee of $125, plus locally applicable taxes, payable by each Member, including the Lead.

5.3 Payment of the membership fee includes the cost of membership in CCSD.

5.4 The ***consortium fee,*** plus locally applicable taxes, is payable annually by the Consortium and is calculated on the basis of the population of the Consortium catchment area using Table 1. The consortium fee remains the same regardless of the number of Members, and can be shared among Members.

5.5 No program fee increases will occur without the consensus of all CDP leads, using a decision making process consistent with the Community Data Program Governance Structure and Operating Procedures[[2]](#footnote-2).

**Table 1 Consortium Fee Structure**

|  |  |  |
| --- | --- | --- |
| **Population of Consortium catchment area** |  | **Annual Consortium Fee**(plus locally applicable taxes) |
| 1,000,000 |  | or more |  | $ 19,990 |
| 950,000 | - | 999,999 |  | $ 19,241 |
| 900,000 | - | 949,999 |  | $ 18,491 |
| 850,000 | - | 899,999 |  | $ 17,742 |
| 800,000 | - | 849,999 |  | $ 16,992 |
| 750,000 | - | 799,999 |  | $ 16,243 |
| 700,000 | - | 749,999 |  | $ 15,493 |
| 650,000 | - | 699,999 |  | $ 14,744 |
| 600,000 | - | 649,999 |  | $ 13,994 |
| 550,000 | - | 599,999 |  | $ 13,245 |
| 500,000 | - | 549,999 |  | $ 12,495 |
| 450,000 | - | 499,999 |  | $ 11,746 |
| 400,000 | - | 449,999 |  | $ 10,996 |
| 350,000 | - | 399,999 |  | $ 10,247 |
| 300,000 | - | 349,999 |  | $ 9,497 |
| 250,000 | - | 299,999 |  | $ 8,748 |
| 200,000 | - | 249,999 |  | $ 7,998 |
| 150,000 | - | 199,999 |  | $ 7,249 |
| 100,000 | - | 149,999 |  | $ 6,499 |
| 50,000 | - | 99,999 |  | $ 5,750 |
| 49,999 |  | or less |  | $ 5,000 |

**6 Notices**

6.1 Any approval, consent, notice, communication, request, demand or document required or permitted to be given under this Agreement (“Notice”) to either party shall be sufficiently given if it is in writing and delivered by hand, mail or email to the parties at the following addresses:

**Lead:**

XXX

XXX

XXX

Attention:

Telephone:

Email:

**CCSD:**

Canadian Council on Social Development

P.O. Box 13713

Ottawa, Ontario, K2K 1X6

Attention: Ms. Peggy Taillon President, and CEO

Telephone: 613-236-8977

Email: taillon@ccsd.ca

If any Notice is so given, it shall be deemed to have been received on the date of delivery if delivered by hand, on the next business day if transmitted by email, and on the third business day following the date of mailing. Any party may, from time to time, by Notice given as provided above, change its address for the purposes of this section.

## 6.2 For the purposes of day-to-day activities, the main contact for CCSD shall be:

Michel Frojmovic, MCIP RPP PMP

Lead

Community Data Program

Telephone: 1-613-728-0335

Toll Free: 1-888-717-2919

Email: michel@ccsd.ca

6.3 For the purposes of day-to-day activities, the main contact for the Lead shall be:

Name

Title

Organisation

Telephone:

Email:

**7 Annual budget review**

7.1 CCSD will lead an annual CDP budget review to identify opportunities for adjusting allocations across budget lines, increasing data products and services and/or adjusting consortium fees. The final decision will be made using a decision making process consistent with the Community Data Program Governance Structure and Operating Procedures posted at http://communitydata-donneescommunautaires.ca/.

**8 Payment schedule**

8.1 Membership fees, plus locally applicable taxes, may be paid directly by Members to CCSD, or collected by the Lead and paid to CCSD on behalf of Members.

8.2 Consortium fees are calculated and paid annually to CCSD by the Lead on behalf of Members as reflected in the following box. Fees are exclusive of locally applicable sales/goods & services tax. The Lead may opt to combine multiple payments upfront, using Option B.

|  |
| --- |
| **Option A**Annual Payments of $X,XXX.XX due upon signature of the agreement, and the 1st of April in subsequent years. Consortium Fee (based on Table 1) $X,XXX.XX Local taxes $XXX.XX**Option B**Combined payment for all years, payable upon signature of agreement. Consortium Fee (based on Table 1) $X,XXX.XX Local taxes $X,XXX.XX |

**9 Overdue accounts**

9.1 Any amount unpaid on the first day following the due date identified in Section 8.0 shall be considered overdue.

**10 Supplementary costs**

10.1 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.

**11 Term and termination**

11.1 This Agreement shall be in force for a period of up to five years from the date upon which it is executed until March 31, 202X, unless the Agreement is terminated earlier and in accordance with the terms and conditions set out herein.

11.2 This Agreement may be terminated by the parties upon mutual agreement upon 90 days written notice.

11.3 Where the Lead is found to be in violation of this Agreement, CCSD may terminate this Agreement immediately.

11.4 Where CCSD is found to be in violation of this Agreement, the Lead may terminate this Agreement immediately.

11.5 CCSD may withdraw membership and the right to access CDP data from any Member found to be violation of the Data Licence. Where required, CCSD will inform third party data providers of any Member that is no longer authorized to use the data products.

11.6 In the event this Agreement is terminated, the Consortium will be refunded, as follows: 0% of any advance expenditure made by the Consortium for the annual consortium fee for the year in which the termination took place; 0% of the membership fee for the year in which the termination took place.

11.7 In the event this Agreement is terminated by either party, all data products anticipated within the program year of termination, as outlined in Schedule B, shall be delivered to the Consortium, with no monetary refund. Similarly, any additional data products to be shared during the program year of termination shall be made available accordingly to the Lead.

**12 Members**

12.1 The Lead must advise CCSD, in writing, 30 days in advance, of any proposed additions to or deletions from its Consortium membership. The Lead shall provide to CCSD the full coordinates of the legal signing authority for each proposed new member and a document describing the mission, vision, and goals of each proposed Member, or equivalent information verifying the proposed new member’s status consistent with the definition of a “Member” included in Section 1.0 of this Agreement.

12.2 CCSD shall communicate to the Lead a decision regarding approval of proposed members within 5 working days. The decision will be based on criteria consistent with the definition of a Member included in Section 1.0 of this Agreement and in Section 12.3.

12.3 Organisations with a province-wide mandate may be considered for membership on a case by case basis, as determined by CCSD, but may not serve as a Lead. Organisations not eligible for membership include for-profit Organisations; Organisations with a national mandate; and post-secondary institutions, with the exception of affiliated research centres with a mandate consistent with the Consortium catchment area.

12.4 Once approved, new Members shall be included by CCSD in a revised Schedule A. CCSD will also revise Schedule A to reflect deletions of existing Members.

12.5 Consistent with Section 3.0, all Members must acknowledge receipt of the DATA LICENSE by registering their Organisation at http://communitydata-donneescommunautaires.ca/ and must pay all applicable consortium fees before being given access to the data products and the website.

12.6 All Members must pay an annual membership fee before being given access to the data products and the website.

**13 Disclaimer**

13.1 Third party data providers are responsible for the delivery and integrity of all data products to CCSD. The Lead acknowledges that all such data products are supplied on an “as is” basis. CCSD disclaims all warranties, representations, and conditions relating to the subject matter hereof, whether express, implied or arising by custom or trade usage, including, but not limited to, any representation, warranty, and condition of merchantability, fitness for a particular purpose, and non-infringement. CCSD is not liable for any defect, errors, omissions or delays in the data supplied by third party data providers to CCSD.

**14 No consequential damages**

14.1 In no event shall either party (including its directors, officers, employees, elected officials and agents) be liable for any indirect, incidental, or consequential damages of any kind, including without limitation, lost business, lost savings, lost data, and lost profits, and whether arising in contract (including fundamental breach), tort (including negligence), or otherwise, even if the breaching party has been advised of the possibility of such damages.

**15 General**

15.1 Neither party shall be liable to the other for any failure or delay caused by events beyond such party’s reasonable control.

15.2 This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

15.3 Each of the parties hereto shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other party hereto may reasonably require from time to time for the purpose of giving effect to this Agreement, and shall use reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent, the provisions of this Agreement.

15.4 This Agreement shall be governed by and construed in accordance with the laws in force in the Province of Ontario and the courts of such Province shall have non-exclusive jurisdiction with respect to any dispute arising hereunder.

15.5 This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein, and cancels and supersedes any prior understandings and agreements between the parties with respect to the subject matter herein.

15.6 All additions or modifications to the main body of this Agreement and/or Schedule C must be made in writing and must be signed by both parties. Additions or other modifications to Schedule A, pursuant to section 12.4, and/or Schedule B, pursuant to section 2.3, will be communicated by CCSD to the Lead in writing, but will not require signatures.

15.7 If any provision of this Agreement is held to be invalid or otherwise unenforceable, such provision shall no longer form part of this Agreement. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver of such right, power or privilege.

15.8 The relationship of the parties is that of independent contractors and not that of employer-employee, principal-agent, joint venturer or partner.

15.9 This Agreement may not be assigned by either party without the prior written consent of the other, and shall ensure to the benefit of and be binding on the parties, their respective successors and permitted assigns.

**IN WITNESS WHEREOF,** each of the parties hereto has executed and delivered this Agreement.

**CANADIAN COUNCIL ON SOCIAL DEVELOPMENT**

Signature: \_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**XXX**

Signature:

Name:

Title:

|  |  |
| --- | --- |
| **Schedule A** | List of Community Data Consortium Member Organisations |

Schedule A lists Member Organisations for each Consortium. It is maintained jointly by the Lead and the Community Data Program Team, using a spreadsheet provided to the Lead by the Community Data Program Team with the following mandatory fields:

* Organisation name
* Organisation website
* Organisation phone number
* Organisation street address
* Organisation city
* Organisation province
* Organisation Postal Code
* Contact email address
* Contact first name
* Contact last name

Information contained in Schedule A shall be posted on communitydata.ca[[3]](#footnote-3).

|  |  |
| --- | --- |
| **Schedule B** | List of data products and data order schedule |

Schedule B contains a list of data products, including both data tables and analytical tools, the names of data product providers, a summary of available geographies, the estimated data delivery schedule, and the status of delivery.

Schedule B shall be posted on communitydata.ca[[4]](#footnote-4).

**Schedule B is subject to change based on availability of data and cost.**

Schedule B shall be amended on an ongoing basis, relying on a priority setting exercise led by the Canadian Council on Social Development and carried out in consultation with Community Data Consortium Lead Organisations), using a decision making process consistent with the Community Data Program Governance Structure and Operating Procedures[[5]](#footnote-5).

Priorities for all data product acquisition are identified by the Data Purchase and Access Working Group with input from Leads and are approved by the Community Data Program Steering Committee.

If you have questions about this process or Schedule B in general, please speak to your local Consortium Lead. Contact information@communitydata.ca to share any errors, omissions or suggestions.

|  |  |
| --- | --- |
| **Schedule C** | Data sharing and end use license agreement |

|  |  |  |  |
| --- | --- | --- | --- |
| 1. Purpose of agreement |  |  |  |
|  |  |  |  |
| The purpose of this agreement is to allow Authorized Users (see definition below) 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.  |
|  |  |  |  |
|  |  |  |  |

2. Summary of DOs and DON'Ts

|  |  |
| --- | --- |
| DO | DON'T |
| * Use the data for your organisation's 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 and small amounts of data for the purposes of *ad hoc* 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 us 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
 |  |

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  | **Summary** |
|  |  |  | Text in this margin is not legally binding |
| 3. Description of agreement |  |  |  |
|  |  |  |  |
| This document explains what you (referred to here as the "Authorized User") can and cannot do with data available in the Community Data Catalogue ("Schedule B", see definition below). |  |  | This is the data use agreement |
|  |  |  |  |
|  |  |  |  |
| 4. Definitions  |  |  |  |
|  |  |  |  |
| **Term** | **Definition** |  |  |  |
|  |  |  |  |  |
| **"Data Sharing and End Use License" or "License"** | The license to use and share data listed in Schedule B subject to the Terms of Use listed below. |  |  | Your access to the data |
|  |  |  |  |  |
| **"Community Data Consortium Member Organization" or "Member Organization"** | An independently incorporated public, para-public or voluntary sector organisation focused on the implementation of a public service goal and operating at the sub-provincial level, which has joined the Consortium. Members are listed in Schedule A. |  |  | Your organisation |
|  |  |  |  |  |
| **"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. |  |  | You |
|  |  |  |  |  |
| **“Corporate Use”** | Uses associated with the Member Organization to which the Authorized User is employed or otherwise engaged. |  |  | Non-personal |
|  |  |  |  |  |
| **"Schedule B"** | The full list of data available in the communitydata.ca catalogue to Authorized Users. |  |  | The data |
|  |  |  |  |  |
| **"Terms of Use"** | Conditions that govern the use of data listed in Schedule B. |  |  | The rules |
|  |  |  |  |
|  |  |  |  |
| 5. 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, CCSD grants the Authorized User a non-exclusive[[6]](#footnote-6), non-transferable[[7]](#footnote-7) 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). |  |  | The data provider owns the copyright associated with the dataThis agreement provides a license to use the data |
|  |  |  |  |
|  |  |  |  |
| 6. 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 listed under Term 6.3.
 |  |  | Don't transfer data products to non members except for data uses that fall under Term 6.3 |
|  |  |  |  |
| 1. The Authorized User shall notify CCSD before publishing material that uses data listed in Schedule B.
 |  |  | Check with CCSD before publishing anything using Community Data Program data in case third-party terms of use apply |
|  |  |  |  |
| 1. 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.
 |  |  | Do use the data for analysis, research, policy-making, and educational purposes relevant to your organisation’s mandate |
|  |  |  |  |
| 1. Upon concluding a term of employment or contract with the Member Organization, the License of an Authorized User is automatically terminated.
 |  |  | If you leave your organization, you can no longer use the data |
|  |  |  |  |
| 1. 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.
 |  |  | If you're a consultant, you can only use data when working on a project on behalf of a registered member |
|  |  |  |  |
| 1. 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.
 |  |  | Your organization may have additional rules related to data use |
|  |  |  |  |
| 1. Any violation of this 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.
 |  |  | By breaking the rules, you will lose your login privileges |
|  |  |  |  |
| 1. 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.
 |  |  | When your access to the program ends, all data you’ve acquired must be returned or destroyed |
|  |  |  |  |
| 1. 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.
 |  |  | If you're unsure about using or sharing data in any way, ask us first! |
|  |  |  |  |
|  |  |  |  |
| 7. 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.  |  |  | Data providers don't claim their products are suitable for any given purpose |
|  |  |  |  |
|  |  |  |  |
| 8. Acceptance of Terms of Use |  |  |  |
|  |  |  |  |
| By signing the Memorandum of Agreement, the Community Data Consortium Member Organisation agrees to the Terms of Use that govern the use of data listed in Schedule B. |  |  | Signing the MOA means the consortium lead organisation agrees to the terms |

1. Available at http://www.communitydata.ca/resources [↑](#footnote-ref-1)
2. Available at http://www.communitydata.ca/resources [↑](#footnote-ref-2)
3. Member Organisations are listed in the Members section of communitydata.ca (http://www.communitydata.ca/members) [↑](#footnote-ref-3)
4. Schedule B is located in the Resources section of communitydata.ca (http://www.communitydata.ca/resources) [↑](#footnote-ref-4)
5. The Governance Structure and Operating Procedures document is located in the Resources section of communitydata.ca (http://www.communitydata.ca/resources) [↑](#footnote-ref-5)
6. The End Use License may be granted to multiple Authorized Users by CCSD. [↑](#footnote-ref-6)
7. The Authorized User cannot transfer the End Use License to any other party without the consent of CCSD. [↑](#footnote-ref-7)