



THE COMMUNITY DATA PROGRAM COMMUNITY DATA CONSORTIUM MEMORANDUM OF AGREEMENT

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

BETWEEN:

Canadian Community Economic Development Network,

a corporation incorporated under the laws of Canada, having an office at 905, boul. des Bois-Francs Sud, Aile B, 3ième étage, suite 2, Victoriaville, Qc, G6P 5W1
(herein called “CCEDNet”)

AND:

XXX

having an office at, **XXX**
(herein called the “Lead”)

WHEREAS CCEDNet 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 witness that 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”** means a 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"** means the 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"** means an 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.

"License Administrator" refers to the individual within the consortium designated as the contact person responsible for communication with CCEDNet and/or consortium membership regarding any issues arising in relation to the license agreement (Schedule C). Where none is identified, the person identified as a day-to-day contact in section 6.3 which serve as License Administrator.

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

2 Responsibilities of CCEDNet

- 2.1 CCEDNet is the host organisation for the CDP. CCEDNet will act as the official contact for all communications regarding data products acquired from data providers and licensing arrangements for those products.
- 2.2 CCEDNet 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 CCEDNet and carried out in consultation with the Leads, using a decision making process consistent with the Community Data Program Governance Structure and Operating Procedures¹.

¹ Available at <https://communitydata.ca/content/program-governance>

- 2.4 Data will be posted as soon as reasonably practicable following delivery from third party data providers. A notification of new data posted to the catalogue will appear on the communitydata.ca front page and will be available in the CDP catalogue, found at <https://communitydata.ca/data>.
- 2.5 CCEDNet 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 CCEDNet and the Lead on a per occasion basis and any such agreement shall be committed to writing and signed by both parties.
- 2.6 CCEDNet 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 posted to <https://www.communitydata.ca>.

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 License Agreement in the form of Schedule C (“Data License”)
- 3.2 The Lead shall designate one person to act as its License 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 CCEDNet 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 if it becomes aware of any unauthorized use of the data by any of the Members, such unauthorized use is reported to CCEDNet as soon as reasonably possible.
- 3.7 The Lead will act as the lead for the Consortium in its community and advise CCEDNet of any requests for membership.
- 3.8 The Lead shall communicate all information received from CCEDNet 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 \$150 payable by each Member, including the Lead.
- 5.3 The **consortium fee** 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.
- 5.4 No program fee increases will occur without consultation with Consortium Leads, using a decision making process consistent with the Community Data Program Governance Structure and Operating Procedures².

Table 1 Consortium Fee Structure

Consortium Catchment Population	Area	Annual Consortium Fee	Consortium Catchment Population	Area	Annual Consortium Fee
3,000,000+		\$ 24,487.00	400,000-449,999		\$ 10,996.00
1,500,000-2,999,999		\$ 22,238.50	350,000-399,999		\$ 10,246.50
1,000,000-1,499,999		\$ 19,990.00	300,000-349,999		\$ 9,497.00
950,000-999,999		\$ 19,240.50	250,000-299,999		\$ 8,747.50
900,000-949,999		\$ 18,491.00	200,000-249,999		\$ 7,998.00
850,000-899,999		\$ 17,741.50	150,000-199,999		\$ 7,248.50
800,000-849,999		\$ 16,992.00	100,000-149,999		\$ 6,499.00
750,000-799,999		\$ 16,242.50	50,000-99,999		\$ 5,749.50
700,000-749,999		\$ 15,493.00	25,000-49,999		\$ 5,000.00
650,000-699,999		\$ 14,743.50	20,000-24,999		\$ 3,747.50
600,000-649,999		\$ 13,994.00	15,000-19,999		\$ 2,998.00
550,000-599,999		\$ 13,244.50	10,000-14,999		\$ 2,248.50
500,000-549,999		\$ 12,495.00	5,000-9,999		\$ 1,499.00
450,000-499,999		\$ 11,745.50	<5,000		\$ 749.50

²Available at <https://communitydata.ca/content/program-governance>

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:

CCEDNet:

Canadian Community Economic Development Network
905, boul. des Bois-Francs Sud, Aile B, 3ième étage, suite 2
Victoriaville, Qc, G6P 5W1

Attention: Michael Toye, Executive Director
Telephone: 819-795-3056 ext 2
Email: mtoye@ccednet-rcdec.ca

Lead:

XXX
XXX
XXX

Attention:
Telephone:
Email:

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 CCEDNet shall be:

Michel Frojmovic
Lead
Community Data Program

Telephone: 1-613-276-0335
Email: michel@communitydata.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 CCEDNet 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 Procedures³.

8 Payment schedule

- 8.1 Membership fees may be paid directly by Members to CCEDNet or collected by the Lead and paid to CCEDNet on behalf of Members.
- 8.2 Consortium fees are calculated and paid annually to CCEDNet by the Lead on behalf of Members as reflected in the following box. The Lead may opt to combine multiple payments upfront, using Option B.
- 8.3 As a registered charity - Charitable Registration number 86880 1341 RR0001- CCEDNet is exempt from charging Sale Taxes.

Annual Consortium Fee (based on Table 1) \$X,XXX.XX

Option A

First annual payment of \$X,XXX.XX due January 1st of year one.

Annual payments of \$X,XXX.XX due 1st of January in subsequent years.

Option B

Combined payment of \$X,XXX.XX for all years, due January 1st of year one.

³ Available at <https://communitydata.ca/content/program-governance>

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 CCEDNet, but not included in Schedule B of this Agreement. Fees will only apply following a written request by the Lead to CCEDNet 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 **December 31, 20XX**, 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, CCEDNet may terminate this Agreement immediately.
- 11.4 Where CCEDNet is found to be in violation of this Agreement, the Lead may terminate this Agreement immediately.
- 11.5 CCEDNet may withdraw membership and the right to access CDP data from any Member found to be violation of the Data License. Where required, CCEDNet 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.

12 Members

- 12.1 The Lead must advise CCEDNet in writing of any proposed additions to or deletions from its Consortium membership, verifying proposed new member's status consistent with the definition of a "Member" included in Section 1.0 of this Agreement.

- 12.2 CCEDNet shall communicate to the Lead a decision regarding approval of proposed members within 2 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 CCEDNet. 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 register with the CDP at <https://communitydata.ca/node/add/member-organization>.
- 12.5 Consistent with Section 3.0, all Members must acknowledge receipt of the DATA LICENSE, included in the member organisation registration process available at <https://communitydata.ca/node/add/member-organization>.
- 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 CCEDNet. The Lead acknowledges that all such data products are supplied on an “as is” basis. CCEDNet 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. CCEDNet is not liable for any defect, errors, omissions or delays in the data supplied by third party data providers to CCEDNet.

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 Quebec 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 and/or Schedule B will be communicated by CCEDNet 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 COMMUNITY ECONOMIC DEVELOPMENT NETWORK

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 by the Community Data Program Team in consultation with the Consortium Lead. Schedule A takes the form of consortium membership pages found at <https://communitydata.ca/consortia>.

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.ca⁴.

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 Community Economic Development Network 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 Procedures⁵.

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.

⁴ Schedule B is located in the Program Governance section of communitydata.ca (<https://communitydata.ca/content/program-governance>)

⁵ Program Governance information is located in the About section of communitydata.ca (<https://communitydata.ca/content/program-governance>)

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 Program (CDP) 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 Program Catalogue to those who are not members of the Community Data Program.

2. Summary of DOs and DON'Ts

DO	DON'T
<ul style="list-style-type: none"> • Use the data for your organization's in-house analysis, research, and policy-making • Use the data for educational purposes, e.g. to publish indicators or community profiles • Share reasonable and small 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 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 • Have only one user for each user account. 	<ul style="list-style-type: none"> • Lend, rent, sell, or give away downloaded data products to non-members • Share your communitydata.ca password or provide access to the catalogue to a non-registered user • Have a user account that is shared between multiple users in an organization.

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 Program Catalogue ("the Catalogue", see definition below).

This is the data use agreement

4. Definitions

Term	Definition	
"The Catalogue"	All data made available by the Community Data Program to the Authorized User through the communitydata.ca website, or otherwise provided to the Authorized User by the CDP team.	The data
"Data Sharing and End Use License" or "License"	The license to use and share data available in the Catalogue 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 organization focused on the implementation of a public service goal and operating at the sub-provincial level, which has joined the Consortium.	Your organization
"Authorized 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
"Terms of Use"	Conditions that govern the use of data available in the Catalogue.	The rules

"CCEDNet" The Canadian Community Economic Development Network, the host organization for the Community Data Program.

5. Copyright

The third party data provider is the owner or licensee of all intellectual property rights, including copyright, of the data products available in the Catalogue. By agreeing to this document, CCEDNet grants the Authorized User a non-exclusive, non-transferable license ("Data Sharing and End Use License") to use the data available in the Catalogue, 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 data

This 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.
2. The Authorized User shall notify the CDP team before publishing material that uses data available in the Catalogue.
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.

Don't transfer data products to non members except for data uses that fall under Term 6.3

Check with CCEDNet or the CDP team before publishing anything using Community Data Program data in case third-party terms of use apply

Do use the data for analysis, research, policy-making, and educational purposes relevant to your organization's mandate

If you leave your organization, you can no longer use the data

If you're a consultant, you can only use data when working on a project on behalf of a registered member

- | | |
|---|---|
| <p>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.</p> | <p>Your organization may have additional rules related to data use</p> |
| <p>7. 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.</p> | <p>By breaking the rules, you will lose your login privileges</p> |
| <p>8. In the event of termination, the Authorized User must immediately return the data products to the CDP team or destroy them and certify this destruction in writing to the CDP team.</p> | <p>When your access to the program ends, all data you've acquired must be returned or destroyed</p> |
| <p>9. It is the End User's responsibility to ensure that his or her use of data available from the Catalogue complies with these terms and to seek permission from CCEDNet for any uses not permitted or not specified in this agreement.</p> | <p>If you're unsure about using or sharing data in any way, ask us first!</p> |

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 Checking the box labelled "Accept Terms & Conditions of Use" you agree to the Terms of Use that govern the use of data available in the Catalogue.

The user agrees to the terms and conditions