

## 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
<ul style="list-style-type: none"><li>• Use the data for your organisation's in-house analysis, research, and policy-making</li><li>• Use the data for educational purposes, e.g. to publish indicators or community profiles</li><li>• Share reasonable and small amounts of data for the purposes of <i>ad hoc</i> public information requests</li><li>• Share findings and supporting data</li><li>• Acknowledge the Community Data Program and associated data sources</li><li>• Notify <a href="mailto:information@communitydata.ca">information@communitydata.ca</a> when you discover any missing or incorrect CDP data</li><li>• Let us know when you are planning to publish CDP data</li><li>• 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</li></ul>	<ul style="list-style-type: none"><li>• Lend, rent, sell, or give away downloaded data products to non-members</li><li>• Share your <a href="http://communitydata.ca">communitydata.ca</a> password or provide access to the catalogue to a non-registered user</li></ul>

## 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, CCEDNet grants the Authorized User a non-exclusive<sup>1</sup>, non-transferable<sup>2</sup> 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 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 CCEDNet before publishing material that uses data listed in Schedule B.
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 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 organisation'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

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<sup>1</sup> The End Use License may be granted to multiple Authorized Users by CCEDNet.

<sup>2</sup> The Authorized User cannot transfer the End Use License to any other party without the consent of CCEDNet.

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 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.
8. In the event of termination, the Authorized User must immediately return the data products to CCEDNet or destroy them and certify this destruction in writing to CCEDNet.
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 CCEDNet for any uses not permitted or not specified in this agreement.

Your organization may have additional rules related to data use

By breaking the rules, you will lose your login privileges

When your access to the program ends, all data you've acquired must be returned or destroyed

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 accepting the *Data sharing and end use license agreement*, you agree 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