



## 2020 Community Data Consortium Application

For complete details on the full program refer to the 2020 Community Data Consortium Information Package or the website at [www.communitydata.ca](http://www.communitydata.ca)

### Section 1: General Applicant Information

Organization name (legal name)

Street Address:

City:

Postal Code:

Telephone:

Fax:

Website:

Contact name:

Title:

Telephone:

Email:

### Section 2: Definitions

**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.

**“Terms of Use”:** Conditions that govern the use of data listed in Schedule B.

## **Section 2: 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.
2. The Authorized User shall notify the Community Data Program (CDP) 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.
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 CDP or destroy them and certify this destruction in writing to CDP.
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 CDP for any uses not permitted or not specified in this agreement.

## **Section 3: 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.

## **Section 4: Payment**

- 2019 Annual Membership Fee: \$125.00 and is payable directly to City of Peterborough
- First Payment is due upon receipt of the invoice and prior to end the year.
- 2019 Annual membership must be confirmed by end of the year and must include payment for 2019 membership.

## **Section 5: Proposed Data Use**

Provide a description of how your agency will use the data provided

**Declarations**

I/We understand that in the event that my/our request is approved by the City of Peterborough, in whole or in part, I/we agree to adhere to the Terms of Use in Section 2 and all requirements in full as outlined at [www.communitydata.ca](http://www.communitydata.ca)

Name: Title:

Signature: Date:

Name: Title:

Signature: Date: