



Social Research & Planning Council

A Division of United Way Perth-Huron

SHARED DATA AGREEMENT

between

MUNICIPALITY OF SOUTH HURON & United Way of Perth-Huron operating as the Social Research and Planning Council (SRPC)

MUNICIPALITY OF SOUTH HURON will provide DATA as outlined in Appendix A, The DATA will be loaded into the myPerthHuron Software Platform, where access to the MUNICIPALITY OF SOUTH HURON's DATA will be specified by the MUNICIPALITY OF SOUTH HURON in consultation with SRPC.

I, _____, on behalf of _____,
(Name of Representative) (Municipality of South Huron)

HEREBY ACKNOWLEDGE:

1. That the DATA may be used:
 - a. for broad social research purposes;
 - b. for internal policy/research studies by the Perth-Huron SRPC;
 - c. by local government to investigate community issues and implement and measure policy responses.
2. That the DATA in an aggregate form may be used to create public documents about the social and economic health of the community. In the case of using the data for such public documents, the MUNICIPALITY OF SOUTH HURON will be informed and asked permission in advance to use their data. _____(initial)
3. That the DATA may not be used for the purposes of any individual agency or performance evaluations and _____ assessments of _____ any _____ kind.
(initial)
4. That the SRPC will not, except with express written consent of the MUNICIPALITY OF SOUTH HURON, disclose, sell or otherwise distribute the DATA except in a manner consistent with the purposes identified in number 1 above. _____(initial)
5. Given the limitations inherent in the collection of, or provided by, MUNICIPALITY OF SOUTH HURON's DATA or time sensitivity, no warranty is provided that the DATA is indeed accurate and current, nor that the DATA is suitable for any particular purpose, including the purposes identified above. However MUNICIPALITY OF SOUTH HURON will give its best efforts to ensure that its DATA is accurate and current. _____(initial)
6. That the SRPC will attribute credit for the DATA to the various MUNICIPALITY OF SOUTH HURON sources _____ as _____ appropriate.
(initial)
7. That SRPC will ask the MUNICIPALITY OF SOUTH HURON to enter the DATA into the myPerthHuron Software Platform, where applicable, which will be kept in a secure location. _____(initial)

SRPC: I, _____, on behalf of the SRPC, HEREBY ACKNOWLEDGE:

1. That the Data has been received. _____(initial)
2. That the Data will be used only for MyPerthHuron.
(initial)
3. That the SRPC will not, except with express written consent of the MUNICIPALITY OF SOUTH HURON, disclose, sell or otherwise distribute the DATA except in a manner which is consistent with the purposes identified above.
_____(initial)
4. That the MUNICIPALITY OF SOUTH HURON has attempted to ensure the accuracy of the Data, however, given the limitations inherent in the collection of the DATA or time sensitivity, no warranty is provided that the DATA is indeed accurate and current, nor that the DATA is suitable for any particular purpose, including the purposes identified above.
_____(initial)
5. That the SRPC will attribute credit for the DATA to the various MUNICIPALITY OF SOUTH HURON sources as appropriate.
_____(initial)
6. That the SRPC will keep the DATA in a secure location. _____(initial)

Signed: _____

I have the authority to bind the SRPC

Name: _____

Date: _____

Signed: _____

I have the authority to bind MUNICIPALITY OF SOUTH HURON

Name: _____

Date: _____

Appendix A – Glossary of Terms

Data - A quantitative or qualitative value originating from organization.

Community indicators - that reflect the interplay between social, environmental, and economic factors affecting a region's or community's well-being and that provide information about past and current trends and assist planners and community leaders in making decisions that affect future outcomes.

Appendix B – Policy

1. Indemnification

1.1. **Recipient's Indemnity.** The Recipient shall indemnify the Disclosing Party and its officers, directors trustees], employees, and agents against all claims, liabilities, costs, and expenses (including legal fees) arising from any third party claim or proceeding brought against the Disclosing Party arising out of or in connection with any unauthorized use or disclosure of the Data.

1.2. **Notice of Claim.** The Disclosing Party shall give prompt notice to the Recipient of any claim or potential claim for indemnification under this section 1 (Indemnification).

2. Termination

2.1. **Termination upon Notice.** Either party may terminate this agreement for any reason upon 10 business days' notice to the other party.

2.2. **Termination upon Recipient's Breach.** If the Recipient:

(a) Commits any material breach or material default in the performance of any obligation under this agreement, and;

(b) The breach or default continues for a period of 10 business days after the Disclosing Party delivers notice to the Recipient reasonably detailing the breach or default. At such time, the Disclosing Party may terminate this agreement, with immediate effect, by giving notice to the Recipient.

2.3. **Termination upon Recipient's Insolvency.** This agreement will terminate immediately upon the Recipient's insolvency, bankruptcy, receivership, dissolution, or liquidation.]

2.4. **Effect of Termination:**

(a) **Return of Property.** Upon termination of this agreement, the Recipient shall return to the Disclosing Party all Data, both originals and copies, under its direct or indirect control.

(b) **Regulatory Reporting.** In the event of any material breach or material default in the performance of any of the Recipient's obligation under this agreement, the Disclosing Party shall file all necessary reports with applicable regulatory bodies.