



Shared Data Agreement

THIS AGREEMENT MADE THE _____ DAY OF _____ 2019.

BETWEEN:

United Way of Perth-Huron (operating as the Social Research and Planning Council)

Hereinafter referred to as “the SRPC”

AND

Township of North Huron

Hereinafter referred to as “North Huron”

WHEREAS North Huron will provide quantitative and/or qualitative values of information as outlined in **Appendix A: 2014 and 2019 Municipal Election Data** (hereinafter referred to as “data”) to the SRPC to be loaded onto the myPerthHuron Software Platform.

AND WHEREAS the purpose of the myPerthHuron Software Platform is:

- To provide 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 so as to assist planners and community leaders in making decisions that affect future outcomes.
- To provide a central on-line hub for community data within Huron County, Perth County, City of Stratford and the Town of St. Marys
- To allow for data sharing, as permitted by the agencies providing data
- To provide for related news and information sharing related to community well-being in Huron and Perth Counties

AND WHEREAS public access to North Huron’s data will be limited to the terms that are mutually agreed upon by North Huron and the SRPC.

NOW THEREFORE this Agreement witnesses that, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, and subject to the terms and conditions hereinafter set out, the Parties agree as follows:

1. The data may be used for any one or all of the following purposes:
 - a. for use by the general public accessing the myPerthHuron website;
 - b. for broad social research purposes;
 - c. for internal policy/research studies by the SRPC;

- d. by local government to investigate community issues and implement and measure policy responses.
2. Notwithstanding the limitations regarding the use of the data by the SRPC set out directly above, the data, in an aggregate form, may be used to create public documents about the social and economic health of the community.
 3. The SRPC will not, disclose, sell or otherwise distribute the data except in a manner consistent with the purposes identified at paragraph 1 and with the express written consent of North Huron.
 4. North Huron shall make reasonable efforts to ensure that the data being provided to the SRPC is accurate and current. However, given the limitations inherent in the collection of the data and time sensitivity issues, no warranty is provided by North Huron that the data is indeed accurate and current, nor that the data is suitable for any particular purpose, including the purposes identified above.
 5. The SRPC agrees to attribute credit for the data to North Huron, whenever appropriate.
 6. North Huron shall provide data on an ongoing basis to the SRPC, for the SRPC to enter into the myPerthHuron Software Platform except as otherwise agreed upon by the parties. SRPC shall take reasonable steps to ensure that the data stored within the myPerthHuron Software Platform is secure.
 7. The SRPC and North Huron agree that the data will not include personal information, as defined in the *Personal Information Protection and Electronic Documents Act* (PIPEDA).

8. Indemnification

The SRPC shall indemnify North Huron, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of this Agreement or the provision of data hereunder, save and except where caused by an act or omission of North Huron. This indemnity shall survive this agreement.

9. Termination

- a. Termination upon Notice - Either party may terminate this agreement for any reason upon 10 business days' notice to the other party.
- b. Termination upon Recipient's Insolvency - This agreement will terminate immediately upon the SRPC's insolvency, bankruptcy, receivership, dissolution, or liquidation.
- c. Effect of Termination:
 - i. Return of Property. Upon termination of this agreement, the SRPC shall return to North Huron all data, both originals and copies, under its direct or indirect control.
 - ii. Regulatory Reporting. In the event of any material breach or material default in the performance of any of the SRPC's obligation under this agreement, North Huron shall file all necessary reports with applicable regulatory bodies.

10. Notice

Any notice required by this Agreement shall be deemed to have been properly given if delivered in person, or mailed by prepaid registered mail addressed:

In the case of North Huron to:
Dwayne Evans, CAO/ Clerk

Municipality of North Huron
274 Josephine St
PO Box 90 Wingham ON N0G 2W0

In the case of the SRPC to:

Social Research and Planning Council
The United Centre
32 Erie Street
Stratford, ON N5A 2M4
Attention: Director

11. Assignment

The SRPC shall not assign this Agreement.

12. Interpretation

- a. Whenever the context of this Agreement so requires, the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders. Headings are for convenience of reference only and do not affect interpretation.
- b. This Agreement shall be governed by and construed according to the laws of the Province of Ontario.

13. Waiver

Failure by either party to require performance of any term, agreement, obligation or condition herein contained shall not be deemed to be a waiver of such term, agreement, obligation or condition or of any subsequent breach of the same or of any other term, agreement, obligation or condition herein contained. No term, agreement, obligation or condition of this Agreement shall be deemed to have been waived by either party, unless such waiver is in writing and signed by the parties.

14. Entire Agreement

The Agreement including “**Appendix A: 2014 and 2019 Municipal Election Data,**” attached hereto and forming a part hereof, set forth all the terms, obligations, covenants, promises, agreements, conditions and understandings between the SRPC and North Huron concerning their respective duties, responsibilities and functions and there are no covenants, promises, agreements, conditions or representations, either oral or written, between them other than those that are herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party unless reduced to writing and signed by them.

IN WITNESS WHEREOF the Parties hereby agree to the within Agreement.

Signed this _____ day of _____, 2019.

North Huron

Per: _____

Per: _____

United Way of Perth-Huron (operating as the Social Research and Planning Council)

Per: _____

Ryan Erb, Executive Director

Shared Data Agreement

Appendix A: 2014 and 2018 Municipal Election Data

United Way of Perth-Huron (operating as the Social Research and Planning Council)
AND
Township of North Huron

February 19, 2019

Municipal elections in 2014, 2018, and future subsequent municipal elections if/
when available

- No. of positions open
- No. of positions acclaimed
- No. of females elected
- Percent females
- No. of council candidates
- No. of mayoral/reeve candidates

It is mutually understood that data for the myPerthHuron website will evolve over time to reflect the priorities of the municipalities and the SRPC.