



Golden Horseshoe Food and Farming Alliance

ConnectON ASSET MAPPING

Terms and Conditions of Use and Data Sharing for ConnectON Asset Mapping

Effective as of January 1, 2021

BACKGROUND

WHEREAS the GHFFA has created a database management platform known as ConnectON and maintains a database on ConnectON comprised of food and farming and manufacturing asset information for Ontario (the “Database”);

AND WHEREAS OMAFRA, the GHFFA, and municipalities with an interest in facilitating the growth of the agri-food and manufacturing sectors (the “Partners”), have contributed data and worked in partnership to develop the Database within ConnectON in exchange for access to ConnectON and the Database;

AND WHEREAS the Database is being utilized by the Partners in projects whose purposes and objectives include: i) facilitating growth of the agri-food and manufacturing sectors within Ontario; ii) supporting the province’s agri-food and manufacturing supply chain; iii) analyses of the Data within the Database to inform future agri-food and manufacturing programs; iv) emergency preparedness and response; and v) to develop policies regarding protection of the agricultural lands and Ontario’s agri-food industries;

AND WHEREAS the Database is being used for projects whose purposes and objectives align with the Partners’ program needs and objectives;

AND WHEREAS data within the Database, could be a valuable resource of information to support the policies and programs of the Users of the Database;

AND WHEREAS sharing non-confidential non-personal information is consistent with the objective of the Government's Open Data Directives and the principal and purpose of the *Freedom of Information and Protection of Privacy Act R.S.O. 1990, (FIPPA) Section 1;*

AND NOW THEREFORE in good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Partners agree to provide data to the GHFFA for inclusion in the Database on the ConnectON platform under the terms and conditions of this Data Sharing Agreement and the Partners agree to abide by the terms and conditions set out as follows:

PURPOSE

Under the terms and conditions of this document (the "Agreement"), the GHFFA grants to the Users, access and use of ConnectON, subject to the conditions contained herein.

GENERAL TERMS AND CONDITIONS

1.1. In addition to the rights and obligations of the Parties set out in the Articles of this Agreement, the rights and obligations set out in the Appendices to this Agreement shall also apply between the Parties. However, where any Appendices conflicts with any Article of the Agreement; the Article shall take precedence over the Appendices.

1.2. This Agreement supersedes all prior oral and written representations and agreements with respect to Partners' contributions of information to the Database on the ConnectON platform.

1.3. All Parties consent to and will accept execution of this Agreement and any amendments to this Agreement, by electronic signatures, as defined in the *Electronic Commerce Act, 2000*.

1.4. Unless the Parties agree otherwise in writing, this Data Sharing Agreement will expire on March 31, 2027.

1.5. Any of the Parties may terminate this Data Sharing Agreement at any time by providing the other Party with 15 (fifteen) Business Days written notice thereby relinquishing use of ConnectON. Notice to the GHFFA can be provided by mail or email to the GHFFA's Executive Director at P.O. Box 55, Milton, Ontario L9T 2Y3, janet@whitfieldfarms.com, 519-925-5975. When a Party opts out of the Agreement, the GHFFA shall notify the Users. However, the Data submitted will remain with ConnectON and the Users may continue to use the Data provided.

1.6. This Agreement may be amended by the GHFFA from time to time, based on advice from the Parties.

1.7. Nothing in this Agreement will be deemed to constitute, create, or otherwise recognize the existence of a joint venture, partnership, or other formal business entity or arrangement of any kind between the Parties or their representatives.

1.8. This Agreement is governed by and is to be construed and interpreted in accordance with, the laws of Ontario and the laws of Canada applicable in Ontario.

DEFINITIONS

“Agreement” means this Data Sharing Agreement.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the GHFFA is closed for business.

“ConnectON” means the platform for the Database resulting from the efforts to collect, house, organize and provide access to the Database, containing Data in digital format and housed on the website <https://www.connecton.ca>

“Data” means information, including but not limited to tables and maps; which has been provided to GHFFA by Data Providers.

“Database” means all the Data accessible through the ConnectON platform.

“Data Fields” means the Metadata data descriptors provided in Appendix B.

“Data Provider” means a User or an entity that has contributed Data to the Database.

“Derivative Data” means information or works that are created by a User, as a result of combining the Data from the Database, with other information, and/or as a result of the interpretation and analyses of the Data; but, does not include unaltered Data accessed from the Database using ConnectON.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31 as amended.

“Licence” means the rights to use and access (and any limitations or restrictions on such rights to use and access), the ConnectON, the Database, and the Data, as are granted under the terms and conditions of this Agreement.

“Metadata” means the information fields and data descriptors provided by the Data Provider about the Data.

“MFIPPA” means the Municipal Freedom of Information and Protection of Privacy Act.

“Open Data” means data and other information made available or already readily available to a person or organization or other entity without restriction on its use.

“Partners” means the GHFFA, OMAFRA and municipalities with an interest in facilitating the growth of the agri-food and manufacturing sectors who have contributed data and worked in partnership to develop the ConnectON Database and are listed in Appendix "A".

“Personal Information” has the meaning provided in FIPPA and means recorded information about an identifiable individual, including, (i) information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of the individual; (ii) information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved; (iii) any identifying number, symbol or other particular assigned to the individual; (iv) the address, telephone number, fingerprints or blood type of the individual; and (v) the individual’s name where it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual. Personal information does not include an address if the address is a farm business address, the phone number if the phone number is a farm business number, the type of crops grown on the farm, the farm location, the owners of the farm business, and the operators of the farm business.

“Public” means a person or organization or other entity that is not a User, Data Provider, OMAFRA or the GHFFA, and has not therefore been granted access and use of the Database on ConnectON.

“Raw Data” means the unaltered source Data collected for the purposes of the ConnectON Database.

“Restricted Data” means Data within ConnectON whose use is restricted and qualified.

“User” means the person or organization or other entity that has been granted access and/or use of all or part of the Database through ConnectON by the GHFFA and includes those entities listed in Appendix “B”.

ARTICLE 1.

DESCRIPTION OF DATA AND TERMS OF ACCESS

1. DESCRIPTION OF DATA AND ACCESS

- 1.1. Partners agree to provide the GHFFA, for inclusion in the ConnectON Database, agri-food and manufacturing business data (the “Data”) as deemed appropriate by the Partner. The Data may be expanded to provide access to new data at the Partners’ sole and absolute discretion.
- 1.2. The Data is specific to digital data formats and may be spatial or non-spatial depending upon the format and nature of the Data the Partners submit for inclusion in the ConnectON platform.
- 1.3. All Partners’ Data use and access is subject to the Partners’ specified restrictions and limitations for access and use provided to the GHFFA at the time the Data was submitted for incorporation into ConnectON, and as represented in the Metadata.
- 1.4. The GHFFA is responsible for communicating to Users any restrictions or limitations on the use of the Data by the Partners. Users shall be responsible for implementing the necessary mechanisms for retrieving the Data from the ConnectON platform in accordance with any such limitations.
- 1.5. This Agreement may be amended by the GHFFA as needed to include the restrictions and limitations on the use of new or revised Data.
- 1.6. Data provided under this Agreement is only accessible through the ConnectON dedicated website, using usernames and passwords provided by the GHFFA. It shall be the responsibility of the GHFFA to maintain and secure the website.
- 1.7. Users will be provided with usernames and passwords to access the ConnectON website upon execution of this Agreement.
- 1.8. The Data contributed prior to the expiration or termination of the Agreement shall continue to be accessible under the terms and limitations of this Agreement and Users will retain the right to use all the Partners’ Data (with the restrictions and limitations communicated at the time the Data was accessed) that Users previously obtained from ConnectON.
- 1.9. Unless identified otherwise within the ConnectON platform, Data is provided at no additional cost to the Partners and Users. The GHFFA may charge an access fee to Users of the ConnectON platform on a cost recovery basis.

2. OWNERSHIP AND USE

- 2.1. The Partner retains all ownership rights to the Data they provided to the GHFFA for inclusion in ConnectON and use by the Users; however, derivative products shall be owned by its creator.
- 2.2. The GHFFA shall have ownership of ConnectON and the Data contained therein, the database management platform and the Metadata structure.
- 2.3. Users shall not market or release the Data or the ConnectON platform to others. ConnectON is for internal use only. ConnectON and the Data contained therein cannot be shared directly with others. The Data may only be used for internal purposes and may not be distributed, sold or otherwise provided for commercial use or gain.
- 2.4. Users may use the ConnectON Data to create derivative products for internal and external use from the Data, provided the Partners (identified within ConnectON) of all the Data used in creating the Derivative Data are acknowledged and ConnectON is credited as the source.
- 2.5. Data within the Database shall not be combined with, or used to create, a subset of Data or Derivative Data, accessible to the Public; where the subset or the Derivative Data would reveal personal information as defined in the FIPPA.
- 2.6. Only aggregate and/or Derivative Data may be shared by Users. Users shall not share raw Data with the Public.
- 2.7. All Derivative Data created by Users shall be the property of the User.
- 2.8. Users may seek guidance from the GHFFA regarding appropriate use of the ConnectON Data if required.
- 2.9. Users will refer all third-party requests for the Data and access to ConnectON to the GHFFA.

3. LIABILITIES AND LIMITATIONS

- 3.1. There is no timely guarantee of access to or guarantee of continuing availability of the Data under this Agreement.
- 3.2. The Data is provided as is without warranty of any kind with respect to the accuracy of the Data or the appropriateness of the Data for any specific use.

- 3.3. Protection from malware shall be the sole responsibility of the User. The GHFFA nor the Partners make any warranty or guarantee of any kind relating to the absence of malware of any kind on or within the ConnectON internet platform or the Data.
- 3.4. Neither the GHFFA nor the Partners make any representations of any kind as to the completeness or accuracy of the ConnectON Metadata. It is the responsibility of each User, through Metadata, to determine the level of confidence or quality of ConnectON Data and the Database within it for their specific use.
- 3.5. The Metadata is subject to change. The GHFFA will provide updates to Users in a timely manner.
- 3.6. The User of ConnectON is responsible for understanding the accuracy limitations of the Data. In particular, alterations and/or manipulation of the original Data may adversely affect its accuracy, meaning, and design integrity.
- 3.7. The GHFFA agrees to hold the Partners and Users and all their employees, contractors, and agents harmless from any claim, suit, or proceeding arising out of the use of ConnectON Data in accordance with this Agreement, including indemnification of the Partners for reasonable expenses incurred in defending such claims.
- 3.8. The Partners and Users agree to hold the GHFFA, OMAFRA and all their employees, contractors and agents harmless from any claim, suit, or proceeding arising out of the use of the ConnectON Data in accordance with this Agreement, including indemnification of the GHFFA and OMAFRA for reasonable expenses incurred in defending such claims.
- 3.9. Data within the Database are for internal use only by Users. Data contained therein cannot be shared directly with the Public. However, Users may use the Data they accessed through ConnectON to create derivative products for internal and external use in projects whose objectives include the development of Ontario's agri-food and manufacturing sectors and/or its communities, provided the ConnectON is acknowledged as (one of) the source(s) of the information used to create the derivative product.

4. GOVERNANCE

- 4.1. ConnectON is managed by representatives of the Users and the GHFFA.
- 4.2. A current list of Users is included in Appendix "B".

5. CONFIDENTIALITY

- 5.1. All Provincial and Federal government of Canada Data and Data provided by the Partners is subject to FIPPA and MFIPPA.
- 5.2. The Partners' and the Users' confidentiality obligations under this Agreement shall survive any termination of the Agreement.
- 5.3. Data accessed from the ConnectON platform is to be treated as confidential and may not be distributed to third parties unless the Data is Open Data, or the Data is available to the Partners or Users through other means, or required by law to release the Data. This confidentiality obligation shall survive termination of this Agreement.
- 5.4. Users may not publish or otherwise present any OMAFRA Data obtained from the Database through ConnectON directly, indirectly or without modification, regardless of the forum or format of presentation or communication of the OMAFRA Data. OMAFRA Data may only be presented or otherwise published to the public, in a non-identifying aggregate Derivative Data set or form.

The Partners and Users have each executed the Agreement on the dates set out in their individual signed forms acknowledging the Agreement.

APPENDIX “A”

List of Partners

TOWN OF CALEDON	COUNTY OF LAMBTON
TOWN OF GANANOQUE	COUNTY OF MIDDLESEX
TOWN OF PRESCOTT (UCLG)	COUNTY OF NORFOLK
TOWN OF SMITHS FALLS	COUNTY OF NORTHUMBERLAND
CITY OF BARRIE	COUNTY OF OXFORD
CITY OF BELLEVILLE	COUNTY OF PERTH
CITY OF BRAMPTON	COUNTY OF PETERBOROUGH
CITY OF BRANTFORD	COUNTY OF RENFREW
CITY OF BROCKVILLE	COUNTY OF SIMCOE
CITY OF CORNWALL	COUNTY OF WELLINGTON
CITY OF GUELPH	MUNICIPALITY OF CHATHAM-KENT
CITY OF HAMILTON	PRINCE EDWARD COUNTY
CITY OF KAWARTHA LAKES	UNITED COUNTIES OF STORMONT, DUNDAS AND GLENGARRY
CITY OF KINGSTON	UNITED COUNTIES OF LEEDS AND GRENVILLE
CITY OF MISSISSAUGA	UNITED COUNTIES OF PRESCOTT AND RUSSELL
CITY OF ORILLIA	REGIONAL MUNICIPALITY OF DURHAM
CITY OF OTTAWA	REGIONAL MUNICIPALITY OF ESSEX
CITY OF PEMBROKE	REGIONAL MUNICIPALITY OF HALTON
CITY OF PETERBOROUGH	REGIONAL MUNICIPALITY OF NIAGARA
CITY OF QUINTE WEST	REGIONAL MUNICIPALITY OF PEEL
CITY OF TORONTO	REGIONAL MUNICIPALITY OF WATERLOO
CITY OF WINDSOR	REGIONAL MUNICIPALITY OF YORK
COUNTY OF BRANT	
COUNTY OF BRUCE	
COUNTY OF DUFFERIN	
COUNTY OF ELGIN	QUINTE ECONOMIC DEVELOPMENT COMMISSION
COUNTY OF FRONTENAC	
COUNTY OF GREY	ONTARIO EAST ECONOMIC DEVELOPMENT COMMISSION
COUNTY OF HALDIMAND	
COUNTY OF HASTINGS	
COUNTY OF HURON	KINGSTON ECONOMIC DEVELOPMENT
COUNTY OF LANARK	VALLEY HEARTLAND ECONOMIC DEVELOPMENT CORPORATION
COUNTY OF LENNOX AND ADDINGTON	

WESTERN ONTARIO WARDENS' CAUCUS

**WINDSOR-ESSEX ECONOMIC
DEVELOPMENT CORPORATION**

APPENDIX “B”
List of Users

TOWN OF CALEDON	COUNTY OF LAMBTON
TOWN OF GANANOQUE	COUNTY OF MIDDLESEX
TOWN OF PRESCOTT (UCLG)	COUNTY OF NORFOLK
TOWN OF SMITHS FALLS	COUNTY OF NORTHUMBERLAND
CITY OF BARRIE	COUNTY OF OXFORD
CITY OF BELLEVILLE	COUNTY OF PERTH
CITY OF BRAMPTON	COUNTY OF PETERBOROUGH
CITY OF BRANTFORD	COUNTY OF RENFREW
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CITY OF ORILLIA	REGIONAL MUNICIPALITY OF DURHAM
CITY OF OTTAWA	REGIONAL MUNICIPALITY OF ESSEX
CITY OF PEMBROKE	REGIONAL MUNICIPALITY OF HALTON
CITY OF PETERBOROUGH	REGIONAL MUNICIPALITY OF NIAGARA
CITY OF QUINTE WEST	REGIONAL MUNICIPALITY OF PEEL
CITY OF TORONTO	REGIONAL MUNICIPALITY OF WATERLOO
CITY OF WINDSOR	REGIONAL MUNICIPALITY OF YORK
COUNTY OF BRANT	
COUNTY OF BRUCE	
COUNTY OF DUFFERIN	
COUNTY OF ELGIN	MUNICIPALITY OF SOUTH DUNDAS
COUNTY OF FRONTENAC	
COUNTY OF GREY	QUINTE ECONOMIC DEVELOPMENT COMMISSION
COUNTY OF HALDIMAND	
COUNTY OF HASTINGS	ONTARIO EAST ECONOMIC DEVELOPMENT COMMISSION
COUNTY OF HURON	
COUNTY OF LANARK	
COUNTY OF LENNOX AND ADDINGTON	KINGSTON ECONOMIC DEVELOPMENT

**VALLEY HEARTLAND ECONOMIC
DEVELOPMENT CORPORATION**

**WINDSOR-ESSEX ECONOMIC
DEVELOPMENT CORPORATION**

WESTERN ONTARIO WARDENS' CAUCUS

**SOUTH CENTRAL ONTARIO REGION
ECONOMIC DEVELOPMENT CORPORATION
(SCOR EDC)**

GREENBELT FOUNDATION

**ONTARIO MINISTRY OF AGRICULTURE
FOOD AND RURAL AFFAIRS**