

AGREEMENT AUTHORIZING THE COLLECTION AND SHARING OF OPEN DATA AMONG SIPP SMART SOUTH ISLAND OPEN DATA INITIATIVE STAKEHOLDERS

IT IS AGREED that:

Title

1. This Agreement may be known as the *Smart South Island Open Data Agreement*.
Appendix 1: South Island Prosperity Project Privacy and Confidentiality Policy

Interpretation

2. In this Agreement,
 - (a) “Lead” means the project manager leading the SIPP Smart City Open Data Initiative;
 - (b) “Committee” means the SIPP Smart South Island Open Data Initiative steering committee;
 - (c) “Data” means facts, or figures and statistics objectively measured according to a standard or scale such as frequency or volumes or occurrences;
 - (d) “Dataset” means a collection of raw, original and machine-readable data stored and presented in tabular form with related metadata, but excludes unstructured data;
 - (e) “Machine readable” means being able to allow automated import and processing through computer application;
 - (f) “Metadata” means information about data that describes or characterizes such data to assist in its retrieval, interpretation, or use;
 - (g) “Municipality” means one of the 10 participating Municipalities, and five First Nations;
 - (h) “Open Data” means datasets that have been approved for public release in accordance with this Agreement;
 - (i) “Open Data Catalogue” means a listing of datasets that have been made available as municipal Open Data;
 - (j) "personal identity information" means any personal information of a type that is commonly used, alone or in combination with other information, to identify or purport to identify an individual (Province of British Columbia’s Freedom of Information and Protection of Privacy Act [RSBC 1996] Chapter 165¹);
 - (k) "personal information" means recorded information about an identifiable individual other than contact information (Province of British Columbia’s Freedom of Information and Protection of Privacy Act [RSBC 1996] Chapter 165¹);
 - (l) “Unstructured data” includes photos, emails, PDF files, word processing documents,

¹ http://www.bclaws.ca/civix/document/id/consol17/consol17/96165_01

and webpages.

- (m) The purpose of this Agreement is to permit the release and reuse of electronic municipal datasets in machine-readable format pursuant to this Agreement, at no cost to the public, that meets specified criteria, while protecting personal information in accordance with the municipalities' legislative obligations and policy requirements.

3. The purpose of this Agreement is to facilitate:

SIPP's response to Infrastructure Canada's Smart Cities Challenge as the region of South Vancouver Island. SIPP is the regional economic development organization for Greater Victoria Metropolitan Area of B.C. As a public/private alliance, SIPP is comprised of 37 members, including ten local governments, five First Nations, three post-secondary institutions, two non-profits, five industry and sector associations, and 15 private businesses. These partners and lead investors are working together to bolster the region's economic and social prosperity by catalyzing the creation of high-quality, household-sustaining jobs to help families the opportunity to live, work and build a life here.

By focusing on the challenge of transportation and mobility, our vision for a Smart City is consistent with the region's primary focus – creating an equitable region that is well-prepared to address the needs of 21st century economy.

- (a) It is widely recognized in this region that transportation plays a critical role in sustainability and improving the quality of our citizen's lives. Through its focus on development and implementation of advanced technologies, the Smart City Challenge provides a clear opportunity for the Greater Victoria Metropolitan Area to serve as a model for mid-size cities nationwide to improve safety, enhance mobility, and address affordability, ensuring prosperity for all residents.

Application

4. This Agreement applies to datasets that:

- (a) (i) are owned by the municipality; or
(ii) are in the custody of the municipality and for which the municipality has authorization from the owner of the data or datasets to release in accordance with this Agreement;
- (b) are relied upon by the municipality for decision-making;
- (c) are machine readable; and
- (d) are in a non-proprietary, searchable, sortable, technology platform-independent format.

5. This Agreement does not apply to datasets:

- (a) that contain personal information;
- (b) in respect of which the municipality is subject to a legal or contractual obligation to keep confidential; or

- (c) for which distribution is restricted for public safety reasons.
- 6. Nothing in this Agreement shall be interpreted to limit or otherwise prescribe Council's general discretion to license data not contained within the Open Data Catalogue.

Open Data Catalogue

- 7. The SIPP Open Data Project hereby establishes an Open Data Catalogue, which shall include all datasets made available to the public by the municipality at no cost.
- 8. The SIPP Open Data Project hereby delegates SIPP to lead the authority to place terms of use on the use of datasets by the public from the Open Data Catalogue.
- 9. The Lead will be responsible for data governance activities such as data standardization, quality assurance, de-identification, metadata maintenance, organization, and presentation of data published in the Open Data Catalogue with support from the Municipalities.

Schedule of Release

- 10. The municipality may consider datasets for release as open data upon a request from a member of the public or a request from a municipal business unit.
- 11. Municipal staff shall release new datasets as open data as they become available, and at least once per year, or
- 12. When requested datasets are eligible for release under this Agreement, staff shall prioritize the timing of the release of datasets based on a consideration of the following:
 - (a) consultation with municipal business units;
 - (b) technical complexity of the source system;
 - (c) resource availability;
 - (d) data preparation; and
 - (e) any other matter staff considers relevant.
- 13. Where staff has received a request for the release of a dataset as open data in accordance with section 10, the dataset shall be reviewed by the Municipal and Project Access & Privacy Officers for a determination as to whether the dataset contains any personal information.
- 14. Where datasets are determined to contain personal information, reasonable de-identification methodologies may be applied to the dataset to enable the dataset to be released as open data. Prior to release as open data, the output of the de-identification process will be evaluated to ensure:
 - 1. There is a reasonably low probability of re-identification

2. The transformed data are usable for their intended purpose

15. Staff may recommend to the Lead that a dataset be included in the Open Data Catalogue where it has been prioritized for release in accordance with section 12 and it has been determined by the Municipal and SIPP Access and Privacy Officer to not include personal information as set out in section 13.

Inclusion of datasets in the Open Data Catalogue

16. SIPP Open Data Project hereby delegates to the Lead the authority to add datasets to the Open Data Catalogue upon recommendation from staff.

Data Sharing Agreements

17. The municipality may enter into data sharing agreements with third party organizations to provide datasets from the Open Data Catalogue to the third party at no cost where, in the opinion of staff, there is a public benefit or a benefit to the municipality, or where the third party is a government or public-sector agency.
18. SIPP Open Data Project hereby delegates to the LEAD the authority to enter into and execute data sharing agreements, including any amendments thereto, in accordance with section 16.

Repeal

Agreement in principle approved by the Smart City Steering Committee this 12 day of April, 2018



Partners Committee Signatories
Lisa Helps, Chair



Fred Haynes, Vice Chair



South Island Prosperity Project Signatory
Emilie de Rosenroll, CEO,
South Island Prosperity Project.

Enclosed: South Island Prosperity Project Privacy Policy

Appendix 1

South Island Prosperity Project Privacy and Confidentiality Policy

(DRAFT- AWAITING PARTNER COUNCIL APPROVAL)

A POLICY CONCERNING THE PROTECTION OF PERSONAL INFORMATION

As part of its mandate, South Island Prosperity Project (SIPP) is required to collect and use information from multiple sources. In the role of custodian of this information SIPP is accountable for ensuring reasonable controls are in place to protect the confidentiality and integrity of this information and to ensure compliance with applicable information protection legislation.

The purpose of this policy is to formalize and enable the protection of personal and proprietary information in possession and control of SIPP.

1. PERSONAL INFORMATION

Personal identity Information means any information of a type that is commonly used, alone or in combination with other information, to identify or purport to identify an individual; (Province of British Columbia's Freedom of Information and Protection of Privacy Act [RSBC 1996] Chapter 165)²

Personal Information means recorded information about an identifiable individual other than contact information; (Province of British Columbia's Freedom of Information and Protection of Privacy Act [RSBC 1996] Chapter 165)¹

Personal information is protected by law regardless of the form in which is collected or recorded or who holds custodial accountability.

2. PURPOSES OF INFORMATION COLLECTION

SIPP shall identify the purposes for which personal information is collected.

The sole objective of the information collected from the Individuals is to provide the products or services provided by SIPP.

3. CONSENT

Where SIPP collects personal information from an Individual, SIPP informs the Individual of the purposes for the collection of personal information and obtains the Individual's consent at or before the time of collection, as well as when a new use is identified. Every person is informed of any further collection, use or communication of personal information about them and provide express consent for these purposes.

SIPP seeks express written consent in order to collect, use or disclose personal information.

Consent is given by the Individual or an authorized representative such as a legal guardian or a person having power of attorney.

Any person may withdraw his or her consent at any time, subject to legal or contractual restrictions. SIPP will inform the person of the consequences of such withdrawal, including the possibility that SIPP may not be able to provide a product or the inability to process a request.

4. LIMITATIONS TO COLLECTION, USE, DISCLOSURE AND RETENTION

SIPP will proceed by lawful means in the collection, use, disclosure or retention of information. SIPP will not

² http://www.bclaws.ca/civix/document/id/consol17/consol17/96165_01

collect, use or disclose information except with the consent of the Individual or as required by law.

SIPP will limit the amount and type of information collected to that which is necessary to fulfill the purposes identified. SIPP shall only collect personal information from the concerned Individual unless this Individual allows SIPP to collect it from a third party.

Personal information held by SIPP is only accessible to persons having authority to access such information. They use such information only to the extent necessary in the discharge of their duties.

SIPP shall retain personal information only as long as necessary for the fulfillment of the purposes for which it was collected, and the information is destroyed in accordance with the law and Company's guidelines with respect to the retention of files.

5. ACCURACY

SIPP shall apply methods aimed to ensure that personal information is as accurate and complete as necessary for the purposes for which it is to be used.

6. ACCOUNTABILITY

SIPP is responsible for personal information in its possession or control, including information that has been transferred from or to a third party for any purpose.

SIPP shall adequately inform and train its employees on SIPP's policies and procedures with respect to the protection of personal information.

7. SAFEGUARDS

SIPP maintains reasonable controls with the goal of protecting it against loss or theft as well as unauthorized access, disclosure, copying, use or modification.

8. REQUEST FOR ACCESS TO INFORMATION OR AMENDMENTS

SIPP's policies and procedures concerning the protection of personal information are readily available to anyone. SIPP will inform an Individual of the existence, use and disclosure of his or her personal information and his or her right to access the information as circumstances require.

SIPP shall respond to an Individual's request for information within a reasonable time. In addition, the fee charge for processing the request shall also be reasonable.

An Individual may challenge the accuracy and completeness of personal information and have it amended as appropriate. SIPP shall respond to an amendment request within a reasonable time.

Any request for access to information or request for amendment is sent to the following address:

Privacy Officer
South Island Prosperity Project
#240-730 View Street,
Victoria, B.C. V8W 3Y7

9. COMPLAINTS AND CONCERNS

SIPP's employees and representatives are trained to respond to Individuals' questions or concerns relating to personal information. If the employee or representative dealing directly with the Individual did not satisfy such concern, he or she may contact the Privacy Officer at the address provided in Section 8 of this policy.

If an Individual wants to make a complaint concerning the protection of personal information, he or she may contact the Privacy Officer at the address provided in Section 8 of this policy. For a justified complaint, SIPP will make the appropriate corrections and modify its practices and procedures where necessary.