

# TERMS OF REFERENCE

## BACKGROUND

The Bruce Grey Data Information Sharing Collaborative (BGDISC) is a collective of not-for-profit, social service, government, health and education organizations. We seek to mobilize community decision-makers to share vital local rural data. This will better inform regional programming, policies, funding and social services to support prosperity, sustainability and the well-being of the community.

Good collaboration leads to efficiency, breaks down silos, and leads to economy of scale and increased funding opportunities. Having access to relevant Bruce Grey evidence-informed reports and data will positively inform solutions, decision-making, advocacy and sense-making of complex systems and concepts. A robust data system will respond to the public demand for increased accountability and transparency.

**Our Vision: Data assists well-informed decision-making, contributing to prosperity and well-being for the community of Bruce Grey.**

## PURPOSE

The Bruce Grey Data Information Sharing Collaborative (referred to as “BGDISC”) will build its partnership and systems step-by-step. Initially we will act as a host for the sharing of information and data sets. An initial assessment of a potential central depository for data sets/reports will be carried out.

We will be guided by a Core Group to achieve the vision of the BGDISC.

The purpose of BGDISC will be carried out through the following **Guiding Principles**:

## GUIDING PRINCIPLES

- Cross-sectoral
  - Working across many sectors; and building, strengthening and sustaining inter-sectoral partnerships in the BGDISC.
- Sustainable
  - Partners design a BGDISC that is capable of being supported and maintained over time.
- Relevant for Bruce Grey
  - Data and information that is relevant to the work we do in Bruce and Grey counties.
- Responsible/Benefits analysis
  - Seeking positive benefits in the purpose of sharing data and information.
- Evidence-informed
  - Distilling and disseminating the best available evidence from research, context and experience, and using that evidence to inform and improve practice and policy.
- Contributes to capacity building
  - Developing and strengthening the skills, abilities, processes and resources of organizations in the BGDISC.
- Facilitates leverage
  - Partners contribute financial and human resources to the BGDISC, build upon resources to access additional resources; and build partnerships through established relationships.
- Clear communications
  - Effective communication that facilitates information sharing between BGDISC partners and contributes to the success of the BGDISC.
  - Two-way communication and process where each partner takes responsibility for their engagement in the BGDISC.
- Expanding access to data and information
  - Contributing to the purpose of the BGDISC to ensure access and transparency.

## WORKING RELATIONS

BGDISC is made up of various working relationships and roles – Core Group, Stakeholders’ Group and Lead Agency. However, all members shall support the vision, mission and guiding principles of the BGDISC. All Members shall contribute evidence informed data or reports.

## LEADERSHIP

### CORE GROUP

Organizations or individuals who are interested in being actively involved in the functioning and development of a collective data BGDISC for Bruce Grey.

- Members will adhere to the Terms of Reference, Shared Information/Data Agreement and End Use License Agreement.
- Members are part of the Healthy Communities Partnership, Grey Bruce Children’s Alliance or other regional planning groups.
- Members will convene and attend meetings regularly.
- Members will prepare the agenda for BGDISC meetings, facilitate meetings and ensure that they address the priorities and work plan of the BGDISC.
- A spokespersons for BGDISC will be designated from the Core Group, unless otherwise determined.
- Members will serve as BGDISC liaisons with municipal/provincial governments and with other external stakeholders.
- Members will share information both within their organization and/or with external partners.
- Members will participate in working groups, when required.



#### STAKEHOLDERS' GROUP

Organizations or individuals who want to be frequently consulted and given opportunities to provide in-depth feedback. Some organizations or individuals will only provide some sort of support and input; or who want to be informed of the progress of the initiatives but not directly involved in the work.

- Members will adhere to the Terms of Reference, Shared Information/Data Agreement and End Use License Agreement.
- Members will attend meetings and participate in discussions, when possible.
- Members will share information within their organization and/or external partners, when possible.
- Members will attend community events, answer surveys and provide input online.
- Members will receive meeting minutes and newsletters to be kept informed of opportunities.

#### LEAD AGENCY

The Lead Agency is a critical backbone organization and member of the Core Group. The Lead Agency will act as the lead for the BGDISC and advise the BGDISC of any requests for membership

- The Lead Agency shall facilitate meetings and support the Core Group to implement the Action Plan.
- The Lead Agency shall act as a point of contact for unauthorized use of data and misrepresentation of data.
- BGDISC members are responsible to report to the Lead Agency any unauthorized use of data.
- The Lead Agency will report to BGDISC any issues/concerns arising to management of BGDISC.
- The Lead Agency will be the Signing Authority.

## CONFIDENTIALITY

All BGDISC members are required to maintain confidentiality with respect to BGDISC related discussions to which the member has access to by virtue of membership in the BGDISC. Members agree to respect the confidentiality of the discussions.

Members of the Core Group will abide by confidentiality protocols in the event that information of a personal and private nature (related to staff or BGDISC initiatives) is disclosed.

## INTELLECTUAL PROPERTY

All reports used, created or produced under this Terms of Reference/Agreements shall remain the property of the originating organization and the BGDISC.

BGDISC acknowledges that all shared information and/or data products are shared on an “as is” basis. The BGDISC is not liable for any defect, errors or omissions in the data or information supplied by third party data analysts to BGDISC. The BGDISC is not responsible for the quality of the data or information.

## BGDISC MEMBERSHIP

BGDISC consists of representatives from various sectors that have access to relevant Bruce Grey evidence informed reports and data that will positively inform solutions, decision-making, advocacy and sense-making of complex systems and concepts.

- All Members may propose new Members to the Core Group for review and BGDISC for approval.
- The Core Group shall approve membership.
- All members must comply with all Information/Data Sharing and End Use License Agreements, once developed.

A complete list of the Core Group and BGDISC membership is attached (Appendix 1).

## MEETINGS

The BGDISC will meet on a monthly basis or at the call of the Core Group.

Minutes are taken at each meeting of the BGDISC. The Core Group is responsible for reviewing and editing the minutes and approving the agenda of BGDISC meetings.

Minutes are intended to be informational and thus will reflect the fullness of discussions held at the meeting. As well, the minutes will capture attendance/regrets, decisions made and future action to be taken. The minutes are intended for public dissemination. The meeting minutes and agenda are distributed to members by email.

## DECISION-MAKING

Decision-making will be made by general consensus.

## COMMUNICATION

BGDISC shall establish mechanisms for sharing information with and seeking input from its members.

BGDISC may establish Ad Hoc working groups in order to address specific, time-limited tasks and projects.

## CONFLICT OF INTEREST GUIDELINES

Whenever a BGDISC member has a personal interest in the same subject matter as BGDISC, a conflict of interest arises. A conflict of interest must be disclosed to the BGDISC.

Failure to disclose and take measures to avoid a conflict of interest may result in a BGDISC member being asked to leave the meeting and further conflict may result in the BGDISC member being asked to step down from the BGDISC permanently.

## REVIEW OF TERMS OF REFERENCE

The Terms of Reference will be reviewed annually. Subject to approval by BGDISC, the terms may be altered to reflect changing needs and priorities.

## APPENDIX 1: BRUCE GREY DATA INFORMATION SHARING BGDISC (BGDISC) MEMBERS

NOVEMBER 2017

### CORE GROUP (STEERING COMMITTEE)

- Grey County
- Bruce County
- Community Foundation Bruce Grey
- Grey Bruce Health Unit
- United Way Bruce Grey
- Bruce Grey Children's Alliance
- Four County Labour Market Planning Board (Lead Agency)

### STAKEHOLDERS GROUP

#### BRUCE GREY CHILDREN'S ALLIANCE MEMBERS

Grey Bruce Children's Alliance is a membership organization dedicated to identifying community needs and supporting collective action that improves the well-being of children and youth in Grey Bruce.

- Together we promote fairness in the distribution of resources and local access to services.
- Together we collect data to identify and publish trends to advocate for better services.
- Together we strengthen linkages and integrate planning with other Grey Bruce networks and groups.

For more information go to: [www.greybrucechildrensalliance.ca](http://www.greybrucechildrensalliance.ca)

#### HEALTHY COMMUNITIES PARTNERSHIP MEMBERS



## OPEN DATA LICENSE – BRUCE GREY DATA AND INFORMATION SHARING BGDISC

You are encouraged to use the Information that is available under this license with only a few conditions.

### USING INFORMATION UNDER THIS LICENSE:

- Use of any Information indicates your acceptance of the terms below.
- The Information Provider grants you a worldwide, royalty-free, perpetual, non-exclusive license to use the Information, including for commercial purposes, subject to the terms below.

### YOU ARE FREE TO:

- Copy, modify, publish, translate, adapt, distribute or otherwise use the Information in any medium, mode or format for any lawful purpose.

### YOU MUST, WHERE YOU DO ANY OF THE ABOVE:

- Acknowledge the source of the Information by including any attribution statement specified by the Information Provider(s) and, where possible, provide a link to this license.
- If the Information Provider does not provide a specific attribution statement, or if you are using Information from several information providers and multiple attributions are not practical for your product or application, you must use the following attribution statement:

“Contains information licensed under the Bruce Grey Data and Information Sharing BGDISC’s Open Data License.”

The terms of this license are important and if you fail to comply with any of them, the rights granted to you under this license, or any similar license granted by the Information Provider, will end automatically.

### EXEMPTIONS

This license does not grant you any right to use:

- Personal Information (as specified under the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990 (MFIPPA));
- third party rights the Information Provider is not authorized to license;
- the names, crests, logos, or other official symbols of the Information Provider; and
- Information subject to other intellectual property rights, including patents, trade-marks and official marks.

## NON-ENDORSEMENT

This license does not grant you any right to use the Information in a way that suggests any official status or that the Information Provider endorses you or your use of the Information.

## NO WARRANTY

The Information is licensed “as is”, and the Information Provider excludes all representations, warranties, obligations, and liabilities, whether express or implied, to the maximum extent permitted by law.

The Information Provider is not liable for any errors or omissions in the Information, and will not under any circumstances be liable for any direct, indirect, special, incidental, consequential, or other loss, injury or damage caused by its use or otherwise arising in connection with this license or the Information, even if specifically advised of the possibility of such loss, injury or damage.

## GOVERNING LAW

This license is governed by the laws of the Province of Ontario and the applicable laws of Canada.

Legal proceedings related to this license may only be brought in the courts of Ontario or the Federal Court of Canada.

## DEFINITIONS

- In this license, the terms below have the following meanings:
- *"Information"* means information resources protected by copyright or other information that is offered for use under the terms of this license.
- *"Information Provider"* means the Bruce Grey Data and Information Sharing BGDISC.
- *"Personal Information"* means “personal information” as defined in Section 2 (1) of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O., 2001.
- *"You"* means the natural or legal person, or body of persons corporate or incorporate, acquiring rights under this license.

## VERSIONING

This is the first version of Bruce Grey Data and Information Sharing BGDISC’s Open Data License. The Bruce Grey Data and Information Sharing BGDISC may make changes to the terms of this license from time to time and issue a new version of the license. Your use of information covered by this license will be governed by the terms of the version in force as of the date that you accessed the information.