

# Data Sharing Plan & Data Use Agreement

## 1. Introduction

BC Rent Bank (BCRB) collects and maintains information on eviction prevention and housing stability in the course of its work, most notably information collected and stored within the Client Management System (the "Data"). BC Rent Bank understands that this information is of interest and can be useful to local eviction prevention and homelessness planning tables, governments, researchers, as well as other agencies that serve or work on behalf of renters who may be experiencing housing precarity.

For this reason, BC Rent Bank desires to make its data available on reasonable terms. In doing so, BC Rent Bank recognizes the need to understand and apply data sharing best practices so that the information that is made available is of high quality, readily available, understandable, and respects the rights and privacy of individuals covered by the information. To the extent that a coherent data sharing plan can assist in achieving these ends, BC Rent Bank believes that the public will greatly benefit from data that it collects and holds.

## 2. Purpose

The intent of this data sharing plan is to ensure that BC Rent Bank:

- Provides consistent and accurate data to assist the efforts of people and organizations that serve or work on behalf of renters facing or at risk of facing eviction.
- Provides appropriate access to and use of its data.
- Leverages its data to foster research and analysis into eviction prevention, homelessness and the development of practical solutions to prevent homelessness

## 3. Data Sharing Levels

There are three primary data sources that can be made available.

- "All Applications Data" which contains information that relates to all renters who apply for rent bank assistance.
- "Approved Applications Data" which contains information that relates to all renters who are approved for financial assistance from a rent bank.
- "Demographic Survey Data" which contains information on renters who completed the voluntary demographic survey offered to them after submitting an online application.

Recognizing that the data needs and requests will vary, BC Rent Bank has created Data sharing tiers for making Data available to applicants with appropriate access controls to ensure that Data are shared based on need, and in a manner that protects the rights and privacy of third parties. The tiers of Data created are:

- Tier 1- Fully limited Data (i.e., not individually identifiable)
- Tier 2- Data for a specific geographic region in BC (based on rent bank location)

Tier 1 Data will be de-identified (i.e., not individually identifiable) as described in section 5, below, to limit the type of Data and level of detail, to safeguard the rights and privacy of third parties, and made available online without further restrictions. Tier 1 Data will be the most common form of Data that will be provided to applicants.

Tier 2 Data will be subsets of complete project Databases and will be grouped according to communities or sub-regions of British Columbia, or by defined sub-populations. The Data will be designed to meet the need for detailed or targeted information beyond what is typically available in Tier 1 Datasets.

Applicants for both tiers of Data will be required to sign a Data use agreement (attached).

#### 4. Protecting Shared Data

- In order to protect the rights and privacy of third parties, all Data designated to be shared will be prepared or formatted in a manner that is consistent with the *Freedom of Information and Protection of Privacy Act* of BC.
- The data use agreement:
  - Will ensure BC Rent Bank's control over the public release of Data and/or information

#### 5. Data Format

Data will be provided electronically to Data sharing applicants in one of the following file formats: ASCII (CVS) or Excel.

#### 6. Data Availability

Data will be made available based on the 'Request for Data Information' submissions.

A user may request an updated data set by contacting BC Rent Bank. Provided the research purpose has not changed from the original request no additional paperwork is needed.

#### 7. Data Location and Transmission

Data will be transmitted electronically after receipt of the signed Data Use Agreement.

## **8. Documentation**

Adequate study and Data documentation describing the Data source, parameters, methodologies, and limitations will be available for each Data release in MS Word or Adobe format, so that users can access and use the Data accurately.

## **9. Data Use Reporting & Citing**

BC Rent Bank is interested to know how its Data are applied and requests a summary, electronic link or print version of any research, video, or other documents produced through the use of its Data. Use of BC Rent Bank's data must be cited: BC Rent Bank, with the year & name of document.

## DATA SHARING AND LICENCE AGREEMENT

**THIS AGREEMENT** made this

**BETWEEN:**

BC Rent Bank  
312 Main Street, Vancouver, British Columbia V6A 2T2

("BC Rent Bank")

**AND:**

("Data Recipient")

### BACKGROUND:

- A. BC Rent Bank regularly collects and stores data within the Client Management System resulting in the collection of information on eviction prevention and homelessness prevention in the region (the "Data").
- B. The Data Recipient wishes to access the Data for the limited purposes of research, analysis, and aggregate statistical reporting purposes.
- C. BC Rent Bank has agreed to supply the Data set out in Schedule A on the terms and conditions set out in this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration for the premises and covenants contained in this Agreement, BC Rent Bank and Data Recipient agree as follows:

### 1.0 EFFECTIVE DATE AND DURATION

- 1.1 This Agreement shall be effective from \_\_\_\_\_ and shall not expire unless this Agreement is terminated on a prior date in accordance with the terms of this Agreement.

### 2.0 GRANT OF LICENCE

- 2.1 BC Rent Bank subject to the terms and conditions contained in this Agreement, grants Data Recipient a revocable, non-exclusive, royalty-free, and non-transferable license to use the Data solely for the purposes of research, analysis, and aggregate statistical reporting (the "**Approved Purposes**"). An Agreement would contain a clear description of the purpose of acquiring the data.

### **3.0 BC RENT BANK SOLE OWNER**

- 3.1** Data Recipient acknowledges that BC Rent Bank is the sole owner of the Data, and that BC Rent Bank retains all intellectual, proprietary, and moral rights, and title and interest in the Data and any modifications or copies thereof.

### **4.0 LIMITS ON USE**

- 4.1** Data Recipient will not:

- a) use the Data for any purposes other than the Approved Purposes
- b) release, disclose, transfer, or provide the Data supplied under this Agreement to any third parties
- c) release or disclose, and will prohibit others from releasing or disclosing, any Data that is individually identifiable or that directly or indirectly identifies persons, or agencies, except as specifically permitted under this Agreement
- d) release or disclose information where the number of records in any given Dataset is less than or equal to five
- e) release or disclose, and will prohibit others from releasing or disclosing, the Data (or any part) to any person who is not a member, agent, or contractor of the Data Recipient, except with the approval of BC Rent Bank
- f) attempt to link, and will prohibit others from attempting to link, the records of persons in the Data with individually identifiable records from any other source
- g) attempt to use and will prohibit others from using the Data to learn the identity of any person included in the Data or to contact any such person for any purpose
- h) attempt to use and will prohibit others from using the Data to learn the identity of any establishment
- i) make statements and will prohibit others from making statements indicating or suggesting that interpretations drawn are those of the Data sources or BC Rent Bank

- j) copy, sell or redistribute the Data or any part thereof
- k) assign, transfer or sub-license any rights or obligations granted to them under this Agreement.

#### **4.2** Data Recipient will:

- a) Acknowledge that the source of the Data is BC Rent Bank in all reports prepared in whole or in part from the data
- b) Ensure Data is stored safely and securely so as to avoid security breaches or data leaks
- c) Report any violation of this Agreement, which can include a data breach or unauthorized sharing of data, or applicable law to BC Rent Bank within 24 hours of becoming aware of any such violation
- d) Provide a summary, electronic link or print version of any research, video, or other document to BC Rent Bank.

## **5.0 NOTICES**

### **5.1** Any notice or other communication required or permitted to be given under this Agreement must be in writing and must be delivered by hand, emailed, mailed, or faxed to the party to whom it is to be given at the respective addresses.

If to BC Rent Bank

BC Rent Bank  
C/o Vancity Community  
Foundation  
312 Main Street, Vancouver, BC  
V6A 2T2  
Attention: Melissa Giles  
Email: [Melissa\\_Giles@vancity.com](mailto:Melissa_Giles@vancity.com)

If to the Data Recipient:

Any notices or communications will be deemed to have been given to the party to whom it was addressed on the date of delivery, if delivered by hand, or on the fifth business day following mailing, if by mail, or on the next business day following email transmission, if sent by email

## 6.0 NO WARRANTY

- 6.1 Data Recipient acknowledges and agrees that the Data are provided on an "as is" basis and BC Rent Bank makes no warranties, representations, or conditions with respect to the Data, including any warranties, representations or conditions that the Data are accurate, current, complete, free from error or defect, or fit for any particular use or purpose.

## 7.0 RELEASE AND INDEMNITY

- 7.1 Data Recipient hereby releases BC Rent Bank, its officers, directors, employees, agents and assigns (the "**Released Parties**") from any and all actions, causes of action, claim for damages (including without limitation, direct, indirect, consequential, exemplary, incidental, special or any other damages), claims, debts, charges, or demands of any nature or kind whatsoever relating to Data Recipients possession or use of the Data or arising out of or related to this Agreement.
- 7.2 Data Recipient hereby agrees to indemnify and save harmless the Released Parties from and against any and all actions, causes of action, claims, losses, expenses or demands of any nature or kind whatsoever to which BC Rent Bank may be put or incur by reason of Data Recipient possession or use of the Data or arising out of or related to this Agreement.

## 8.0 TERM AND TERMINATION

- 8.1 BC Rent Bank may immediately terminate this Agreement if Data Recipient:
- (a) makes any unauthorized use or disclosure of the Data or any part thereof.
  - (b) makes any unauthorized assignment, transfer or sub-license of its rights and obligation under this Agreement; or
  - (c) is in breach of any other term of this Agreement.
- 8.2 Immediately upon the expiry or earlier termination of this Agreement, Data Recipient must delete all copies, electronic or hard copy, of the Data and Data Recipient shall confirm this to BC Rent Bank in writing.

## 9.0 MISCELLANEOUS

- 9.1 Section 7.0 and 7.2 of this Agreement will survive the expiry or termination of this Agreement and will continue in full force and effect without limitation.
- 9.2 The headings to the clauses in this Agreement have been inserted for reference only and in no way define, limit, or enlarge the scope or meaning of this Agreement or any provision of it.

- 9.3 This Agreement shall be construed in accordance with and governed by the laws of British Columbia and the parties hereto agree to attorn to the jurisdiction of the courts of British Columbia.
- 9.4 This Agreement may not be assigned by Data Recipient.
- 9.5 This Agreement may not be amended, except in writing signed by Data Recipient's authorized signatory and an authorized signatory for BC Rent Bank.
- 9.6 This Agreement records the entire understanding between BC Rent Bank and Data Recipient and supersedes all prior agreements and understandings between BC Rent Bank and Data Recipient with respect to the Data.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date written at the top of the first page.

**BC Rent Bank**

\_\_\_\_\_  
Melissa Giles, Managing Director, BC Rent Bank

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_



## Schedule “A”

### Description of Data

I. Description of intended use of Data.

Please provide BC Rent Bank with a written description of why you are requesting the Data, the intended use of the Data, and how the Data is intended to be presented after analysis and review.

II. Specific Request for Data

Please fill out the chart below that identifies the specifics around the request for Data.

Filename <ul style="list-style-type: none"><li>All Applications</li><li>Approved Applications</li><li>Demographic Survey</li></ul>	Format <ul style="list-style-type: none"><li>ASCII (CSV)</li><li>Excel</li></ul>	Data Collection Period (Start date – End date)	Description <ul style="list-style-type: none"><li>Tier 1 (fully limited)</li><li>Tier 2 (geographic region or subregion)</li></ul>