

20,000 Homes Campaign Data Sharing Agreement

The 20,000 Homes Campaign is a national movement of communities working together to permanently house 20,000 of Canada's most vulnerable homeless people by July 1, 2018. The campaign is led by the Canadian Alliance to End Homelessness (CAEH). CAEH wishes to collect data on homelessness in Canada for research, advocacy and education. ***This Agreement sets out the terms and conditions under which agencies partaking the Campaign will share data with the CAEH.***

- **De-identified Data** means client data that is not able to be reasonably retraced to a specific individual.
 - ✓ All data shared by the agency with the CAEH will be De-identified Data.
 - ✓ The agency will not share any data with CAEH that can be reasonably retraced to a specific individual.
- **Client Consent**
 - ✓ The agency will obtain the prior, written, informed and direct consent of any and all clients in order to collect, use and share with the CAEH the De-identified Data for CAEH to use only for the the purposes described in this Agreement.
 - ✓ The agency will not provide any data to the CAEH for which the required client consent has not been obtained.
 - ✓ The agency will not deny any service or benefit to any client as a result of the client's refusal to provide this consent. The agency will not provide any data to the CAEH for which the required client consent has not been obtained.

- **Use of the De-identified Data**

CAEH agrees to use the De-identified Data received from the agency only for the following purposes:

- ✓ national, regional and local research into homelessness;
 - ✓ advocacy and lobbying connected to preventing and ending homelessness;
 - ✓ dissemination of information on homelessness to government, stakeholders, donors and the general public; and
 - ✓ improving performance of the 20,000 Homes Campaign.
- **Important Working Terms**
 - ✓ The parties agree to comply with all privacy laws and regulations and other applicable provincial and federal laws and regulations related to this Agreement.
 - ✓ The parties agree to make all reasonable efforts to protect the security of Personal Information collected, used, transmitted and/or disclosed as a result of this Agreement.
 - ✓ If either part discovers or reasonably suspects that data has been collected, accessed, used, transmitted and/or disclosed in breach of the terms of this Agreement and/or any applicable

law or regulation, the party shall immediately notify the other party of the details of the breach in writing and shall take all reasonable steps to remediate the breach and mitigate damage as a result of the breach without delay.

- ✓ Each party is responsible for their own acts or omissions as well as indemnifying the other party in relation to their acts or omissions where as a result of the party's breach of this Agreement, negligence, gross negligence, fraud or misconduct damage is suffered via claim, loss, costs, charges, fees, expenses or similar.
- ✓ No partnership is created by this Agreement. Nothing contained in this Agreement shall or shall be deemed to constitute the parties as partners nor as agent of the other or any other relationship whereby either could be held liable for any act or omission of the other. Neither party shall have any authority to act for the other or to incur any obligation on behalf of the other except as specifically provided by this Agreement.

• **Administration of this Agreement**

- ✓ No amendment of this Agreement is valid unless it is in writing and signed by both parties.
- ✓ The parties agree not to assign this Agreement or any part thereof without prior, written consent of the other party.
- ✓ This Agreement shall be governed by the laws of the Province of Alberta and any legal matter or dispute adjudicated pursuant to this Agreement shall be heard in the City of Calgary, in the Province of Alberta.
- ✓ This Agreement may be executed in counterpart. A facsimile or PDF transmitted or other copy of this Agreement shall be effective as an original.
- ✓ This Agreement may be terminated immediately as a result of a fundamental breach by the other party or with 14 days prior notice, in either case by providing the other party written notice to :
 - CAEH: tim@caeh.ca
 - Agency: <EMAIL>

This Agreement is effective <DATE>.

AGENCY NAME

Per: _____ Date signed: _____
 NAME
 TITLE

Per: _____ Date signed: _____
 NAME
 TITLE

CANADIAN ALLIANCE TO END HOMELESSNESS

Per: _____ Date signed: _____
 Tim Richter
 President and Chief Executive Officer