



OPEN DATA

Department	Administration	Policy No.	0340-72
Section		Date Approved by Board	February 24, 2022
Repeals		Board Resolution #	RD/22/02/19 (24)

Amended		Board Resolution #	
Amended		Board Resolution #	
Amended		Board Resolution #	

Repealed		Board Resolution #	
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1. Purpose

1.1 To allow for an increase in transparency and accountability, and to facilitate civic participation, in Regional District business, through the provision of Peace River Regional District generated data to the public in a machine-readable format, without the restriction of copyright patent or other control mechanisms, free of charge, eliminating burdens on access to data created or managed by the local government and partner agencies, while respecting privacy and sensitivity concerns, to enable entrepreneurs, academics, community groups, other learning communities, developers, and interested citizens to use data to improve the social experience and stimulate economic growth through data applications.

2. Scope

2.1 This policy applies to the entirety of the Peace River Regional District organization and the public.

3. Definitions

In this policy, the terms below have the following meanings:

- 3.1 **Information:** means information resources or Records protected by copyright or other information or Records that are offered for use under the terms of this policy.
- 3.2 **Information Provider:** means the Peace River Regional District.
- 3.3 **Personal Information:** has the meaning set out in Schedule 1 of the British Columbia *Freedom of Information and Protection of Privacy Act*.
- 3.4 **Records:** has the meaning set out in section 29 of the British Columbia *Interpretation Act*.
- 3.5 **You:** means the natural or legal person, or body of persons corporate or incorporate, acquiring rights under this policy.



4. Policy

4.1 Using Information under this policy

- a) Use of any Information indicates your acceptance of the terms contained in this policy.
- b) If you fail to comply with any terms of this policy, the rights granted to you under this policy, or any similar policy granted by the Information Provider, will end automatically.
- c) The Information Provider grants you a worldwide, royalty-free, perpetual, non-exclusive right to use the Information, including for commercial purposes, subject to the terms below.

4.2 You are free to:

- a) Copy, modify, publish, translate, adapt, distribute or otherwise use the Information in any medium, mode or format for any lawful purpose.
- b) You must, when you take any action (s) listed in 4.2 above:
 - i. Acknowledge the source of the Information by including the following attribution statement:
 - “Contains information acquired under the Open Data Policy of the Peace River Regional District.”
 - ii. Where possible, provide a link to this policy.
 - iii. 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 licenced or acquired under the relevant Open Government Licence or Open Data Policies of the Information Providers.”

5. Exemptions

5.1 This policy does not grant you any right to use:

- a) Personal Information;
- b) Information or Records not accessible under the *Freedom of Information and Protection of Privacy Act* (B.C.);
- c) Third party rights the Information Provider is not authorized to share;
- d) The names, crests, logos, or other official marks of the Information Provider; and,
- e) Information subject to other intellectual property rights, including patents, trademarks and official marks.



6. Non-endorsement

6.1 This policy 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.

7. No warranty

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

7.2 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 policy or the Information, even if specifically advised of the possibility of such loss, injury or damage.

8. Governing Law

8.1 This policy is governed by the laws of the province of British Columbia and the applicable laws of Canada.

8.2 Legal proceedings related to this policy may only be brought in the courts of British Columbia.

9. Amendments

9.1 The Information Provider may make changes to the terms of this policy from time to time and issue a new version of the policy. Your use of the Information will be governed by the terms of the policy in force as of the date you accessed the Information.

Affiliated Procedure	
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