POLICY: **OPEN DATA**

SECTION: **II - General Policies - Miscellaneous**

MOTION#/DATE: **16 - XXX – February 22, 2016**

Effective Date

February 22, 2016

Policy Objective

The purpose of the Open Data Policy is to remove barriers and set the rules by which Toronto Public Library data is made available to the public as valuable, machine readable datasets.

Underlying Principles

The Toronto Public Library adopts the following guiding principles[1] for open data and recognizes these principles as providing the necessary structure for public sector engagement with open government and to ensure that data is open, accessible and reusable:

1. **Completeness** – Datasets will be as complete as possible while complying with legislative obligations regarding the release of personal information, proprietary, or other confidential information.
2. **Primacy** – Datasets will be primary source data with data collection methods documented.
3. **Timeliness** – Datasets will be available to the public in a timely fashion to maintain the business value of the data.
4. **Accessibility** – Datasets will be as accessible as possible, with accessibility defined as the ease with which information can be obtained.
5. **Machine Readable** – Datasets will be machine readable so that the public can create applications that can use the data for new services, research, or analysis.
6. **Non-discrimination** – Datasets are available to anyone, with no requirement for registration.
7. **Non-proprietary** – No entity has exclusive control over the datasets.

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1 These principle were developed by the Sunlight Foundation; an American non-profit organization that focuses on transparency in government. These principles were adopted by the City of Toronto.

8. **Licence Free** – Datasets are not subject to any copyright, patent, trademark or trade secret regulation.
9. **Long Term Preservation of Datasets** – Datasets made available online should remain online, with appropriate version-tracking and archiving over time where applicable and available.
10. **Usage Costs** – Datasets are free-of-charge.

Policy Statement

The Library will release the datasets listed in Schedule 1 as Open Data. Other data may be released as determined by Library staff based on the following considerations:
a. Public demand;
b. Value to the library sector including academia; and
c. Resources required to extract and format data.

Datasets released as Open Data will meet the following requirements:
a. machine readable;
b. in a file format that is recognized as being reasonably appropriate Open Data;
c. part of a dataset generated by the Library and upon which the Library relies;
d. does not include personal information protected pursuant to the Municipal Freedom of Information and Protection of Privacy Act; and
e. not subject to any legal (including contract), public safety or other restrictions that would prohibit the Library from releasing it as Open Data.

Accountability

Whenever the Library makes data publicly available, the Director responsible for that data is also responsible for ensuring that data is provided to Library E-Services.

The Director of Planning, Policy and E-Service Delivery is responsible for ensuring data provided to Library E-Services is posted on the Library website in accordance with this policy.

Definitions

"Dataset" means a collection of raw, non-manipulated data usually presented in tabular form with associated metadata, and which is machine readable.

What is a raw dataset - a structured file format (including geospatial formats) that

can be read by a machine, such as spreadsheets, comma delimited, Extensible Markup Language (XML), or JavaScript Object Notation (JSON)

What is not a raw dataset - a report, a flyer, some web applications, a PDF document, anything that cannot be exported or used by a machine.

"Machine Readable Data" means data in a form that a computer can process.

Attachment

Schedule 1 – Open Government Licence – Toronto Public Library

SCHEDULE 1

OPEN GOVERNMENT LICENCE – TORONTO PUBLIC LIBRARY

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You must, where you do any of the above:

4.   Acknowledge the source of the Information by including any attribution statement specified by the Information Provider and, where possible, provide a link to this licence. 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:

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

Exemptions

6.   This licence does not grant you any right to use:

      a.   Personal Information;
      b.   Information not accessible under the Ontario Municipal Freedom of
            Information and Protection of Privacy Act;
      c.   Third party rights the Information Provider is not authorized to licence;
      d.   The names, crests, logos, or other official symbols of the Information
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      e.   Information subject to other intellectual property rights, including patents,
            trade-marks and official marks.

Non-endorsement

7.   This licence 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

8.   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.

9.   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 licence or the Information,
        even if specifically advised of the possibility of such loss, injury or damage.

Governing Law

10.   This licence is governed by the laws of the province of Ontario and the applicable
        laws of Canada.

11.   Legal proceedings related to this licence may only be brought against the
        Information Provider in the courts of the Province of Ontario.

Definitions

12.   In this licence, the terms below have the following meanings:

"Information"

means information resources or Records protected by copyright or other information resources or Records that are offered for use under the terms of this licence.

"Information Provider"

means the Toronto Public Library.

"Personal Information"

means "personal information" as defined in subsection 2(1) of the Ontario Municipal Freedom of Information and Protection of Privacy Act.

"Records"

means "Records" as defined in subsection 2(1) of the Ontario Municipal Freedom of Information and Protection of Privacy Act.

"You"

means the natural or legal person or body of persons corporate or incorporate, acquiring rights under this licence.

Versioning

13.   This is version 1.0 of the Open Government Licence – Toronto Public Library. The Information Provider may make changes to the terms of this licence from time to time and issue a new version of the licence. Your use of the Information will be governed by the terms of the licence in force as of the date you accessed the information.