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TO:	CHAIR AND MEMBERS BOARD OF CONTROL MEETING ON WEDNESDAY, JULY 21, 2010
FROM:	ELAINE GAMBLE DIRECTOR, CORPORATE COMMUNICATIONS
SUBJECT	CITY OF LONDON OPEN DATA INITIATIVE

RECOMMENDATION

That, on the recommendation of the Director of Corporate Communications and the Chief Technology Officer, with the concurrence of the City Clerk, the following actions **BE TAKEN**, with respect to open data:

- a) the establishment of the open data initiative **BE APPROVED**; in accordance with the terms of reference as set out in the attached Appendix "A".
- b) City of London agencies, boards and commissions **BE ENCOURAGED** to establish their own open data initiatives.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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None.

BACKGROUND

Open data is a philosophy and practice requiring that certain data are made available to the public, without restrictions from copyright, patents or other mechanisms of control, for free and in a machine readable format. The Open Data movement is gaining momentum worldwide with significant steps being taken by governments at all levels in North America and Europe. The goal of open data is to make government open, accessible and transparent and encourage more participation in government.

In the public sphere, the goal of open data is to remove barriers to accessing information created or managed by government institutions, while respecting privacy, legal and other concerns. Cities across the world have benefited from open data initiatives by being able to harness the creativity of citizens who will create free or low-cost, innovative ways of using or re-purposing government data in ways that government may not have the resources or the capability of doing itself.

By embracing the concept of open data, the City of London is sending a signal to the community at large as well as individuals and companies in the digital media industry, that it is indeed open for business and committed to transparency, accountability, accessibility of information, community engagement and innovation.

International interest in the Open Data movement is illustrated by www.data.gov (USA), <http://data.australia.gov.au> (Australia) and www.data.gov.uk (UK), websites created to release government data. At the municipal level, cities such as Toronto, Vancouver, Edmonton, Nanaimo and Ottawa in Canada and San Francisco, New York, Washington DC in the U.S., have adopted the "open" philosophy. These cities are benefitting from improved transparency of local government and leveraging new technologies to provide improved public access to municipal data.

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DISCUSSION

Administration is recommending that the City of London take concrete steps to join the ranks of other Canadian municipalities which have instituted open data initiatives. If approved, Corporate Communications, Technology Services Division and the Clerk's Division will partner to develop the necessary infrastructure, raise awareness and engage with other divisions within the Corporation and with the public in the development of City of London's open data initiative.

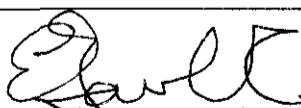
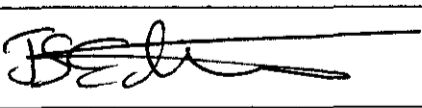
The first major open data milestone would be the creation of a 'beta' (or test) website that would make available, in machine readable format, approximately 15-20 data sets. The initial release, to be launched in September 2010, would focus on Parks and Recreation-related information that is already available on www.london.ca. Presenting this information in machine readable format will allow it to more easily be re-purposed for mapping or other applications. The site will serve as a tangible first step towards the release of further data to the public. The following data sets will be made available on this beta website:

- Community pools
- Wading pools/spray pads
- Community centres
- Arenas
- Baseball diamonds
- Soccer fields
- Tennis courts
- Golf courses
- Multi-use pathways
- Football fields
- Basketball courts
- Skateboard parks
- Outdoor ice rinks
- Multi-use pads
- Play structures
- Swing sets
- Accessible facilities
- Washrooms
- Dog off-leash parks
- Community gardens

The City of London's Legal department has reviewed and approved the Terms of Use (attached as Appendix B) that govern how the data that is accessed via the website can be used. Other Canadian cities that have adopted open data initiatives have used the same Terms of Use.

Civic Administration will set up an online forum to facilitate ongoing dialogue, information sharing and feedback on the open data website, as well as to find out what other kinds of data the community is looking for. Both Ottawa (<http://www.dataott.org>) and Toronto (<http://www.datato.org>) have benefited from this type of website, set up and maintained by the community itself, at minimal cost to the City.

In addition to the ongoing consultation with the community described in the Terms of Reference, internal consultations are also proposed, with a view to raising awareness and gaining input on future releases of open data sets.

RECOMMENDED BY:	RECOMMENDED BY:
	
ELAINE GAMBLE DIRECTOR, CORPORATE COMMUNICATIONS	JOSEPH EDWARD CHIEF TECHNOLOGY OFFICER
CONCURRED BY:	
CATHY SAUNDERS CITY CLERK	

Appendix A

Open Data Initiative – Terms of Reference

Purpose

The purpose of the Open Data initiative is to remove barriers to accessing information created or managed by government institutions, while respecting privacy, legal and other concerns.

Objective

The objective of setting up an open data beta website is to take initial steps towards a formal open data program, test its efficiency and effectiveness and get feedback and input from the public and internal stakeholders.

Working Group

A working group shall be established to monitor the progress of the open data initiative, including the use of the data sets, as well as plan future releases. The following responsibilities and principles will guide the working group:

- Develop criteria to guide decision-making around what data sets may be released. The criteria will include a commitment, where possible, to freely share with citizens, businesses and other jurisdictions the greatest amount of data possible, while respecting privacy and security concerns and the public interest, and while ensuring compliance with applicable legislation, including privacy legislation and third party contractual obligations.. The criteria will also include a commitment to remove barriers to accessing data, including any cost associated with obtaining data.
- Monitor the use of the data, and develop and release new data sets accordance to the established criteria.
- Evaluate future costs, staff resources and time necessary to develop or convert and maintain open data sets and the website.
- Continue to liaise with members of the community who are experienced with and have expressed an interest in open data initiatives. City staff will also set up an online forum to facilitate ongoing dialogue, information sharing and feedback on the open data website, as well as to find out what other kinds of data the community is looking for.

Working Group Members

Members of the working group will be drawn from the areas of:

- Corporate Communications
- Technology Services
- Clerk's Office
- City Solicitor's Office
- Geographic Information Systems

Staff from other departments may be involved from time to time in order to consider potential new data sets for release.

Timeline

The beta website will be released in September 2010, with ongoing monitoring by the working group and reporting to CMT.

Appendix B

Terms of Use – City of London Open Data Website

Introduction

By accessing the data sets, you agree to these Terms of Use, which are intended to protect and promote the City's commitments to open data and ensure that the recipients of these data sets give back to the community the benefits they derive from these data sets.

If you have any questions or comments about these Terms of Use, please feel free to contact us.

Your open license to the data sets

The City of London (City) now grants you a world-wide, royalty-free, non-exclusive license to use, modify, and distribute the data sets in all current and future media and formats for any lawful purpose. You now acknowledge that this license does not give you a copyright or other proprietary interest in the data sets. If you distribute or provide access to these data sets to any other person, whether in original or modified form, you agree to include a copy of, or this Uniform Resource Locator (URL) for, these Terms of Use and to ensure they agree to and are bound by them but without introducing any further restrictions of any kind.

Giving City credit

Although you are not required to credit the City for each use or reproduction of the data sets, you are entitled to do so and encouraged to conspicuously announce that these data sets are publicly available from the City under these Terms of Use. Upon the request of the City, you may be required to remove a credit from future uses or reproductions should the City decide that such credit is not in the public interest.

Future changes to data sets/Terms of Use

The City may at any time and from time to time add, delete, or change the data sets or these Terms of Use. Notice of changes may be posted on the home page for these data sets or this page. Any change is effective immediately upon posting, unless otherwise stated.

Compliance with law - Your responsibility

You assume sole responsibility for your use and reproduction of the data sets and for complying with all applicable laws and industry standards.

No warranty with data sets

You get NO WARRANTIES, none of any kind. By this, we mean, for example (but without limiting the total intended scope of the preceding sentence), (1) that while reasonable efforts have been made in preparing these data sets for use by you, the City cannot give any promises as to the completeness, currency, or accuracy of the data sets nor that access will be continuous, (2) the City cannot make any promise that the data sets are free and clear of any possible third party copyright, moral rights, or other claim, (3) the data sets have been modified from their original source, as data initially generated by the City for its internal uses, and (4) all data visualizations on maps are approximate and include only records that can be mapped.

You accept these data sets on an "as-is, where is" basis and agree to use them at your own risk.

Exclusion of liability

You agree that you will not and cannot sue the City for anything, which the City does or does not do (even if intentional or negligent) in connection with the data sets and your use or inability to use them. Without limiting the general scope of the preceding sentence, this means that the City and its agents are not liable on any legal theory or basis for any direct, incidental, indirect, special, punitive, exemplary, or consequential damages or losses, including without limitation, loss of revenue or anticipated profits, loss of goodwill, loss of business, loss of data, computer failure or malfunction, or any other damages or losses.

Liability for not complying with Terms of Use

If, as a result of your breach of these Terms of Use, the City gets sued or is required to pay someone money, you agree to protect the City and reimburse the City for everything which you cause the City to suffer. This means that you agree to defend, indemnify, and hold harmless the City and all of its agents from any and all liabilities incurred in connection with any claim arising from any breach by you of these Terms of Use, including reasonable legal fees and costs. You agree to cooperate fully in the defense of any such claim. The City reserves the right to assume, at its own expense, the exclusive defense and control of any matter otherwise subject to indemnification by you. You agree not to settle any matter without the written consent of the City.

Cancellation for non-compliance

The City may, in its sole discretion, cancel or suspend your access to the data sets without notice and for any reason, including anything which the City, in its sole discretion, believes is a breach of these Terms of Use or is otherwise unlawful or harmful to others. In the event of cancellation or suspension, you will no longer be authorized to use or reproduce these data sets, and the City may use any means possible to enforce its decision. Such cancellation or suspension will not affect any person who has received the data sets from you and who is otherwise in compliance with these Terms of Use.

No endorsement

You may not publicly represent or imply that the City is participating in, or has sponsored, approved, or endorsed the manner or purpose of, your use or reproduction of these data sets.

No association

You may not use any trademark, official mark, official emblem or logo, of the City, or any of its other references or means of promotion or publicity without the City's prior written consent nor in any event to represent or imply an association or affiliation with the City.

Governing law and jurisdiction from which data sets are published

These data sets are published from within the province of Ontario, Canada. These Terms of Use are governed by Ontario law and the City and you now irrevocably submit to the exclusive jurisdiction of Ontario courts with respect to any and all matters arising under these Terms of Use or these data sets.