

DATA SHARING AGREEMENT

THIS AGREEMENT made effective as of the 29th day of April, 2024 (the "Effective Date")

BETWEEN:

THE CORPORATION OF THE TOWN OF GODERICH

(the "Town")

and

HIS MAJESTY THE KING IN RIGHT OF ONTARIO, as represented by the SOLICITOR
GENERAL, operating as the HURON COUNTY ONTARIO PROVINCIAL POLICE

(the "OPP")

(each a "Party", and collectively, the "Parties")

WHEREAS the Town is installing closed circuit television (CCTV) cameras in accordance with a grant funding application approved and received through the Ontario CCTV Grant 2023-24;

AND WHEREAS objectives of the Goderich CCTV program include improving police reaction to crime through enhanced monitoring and detection of crimes and to use camera recording as evidence to identify suspects involved in criminal activities;

AND WHEREAS the OPP is being granted access by the Town to view, use, operate and retain data from the CCTV cameras installed by the Town;

AND WHEREAS the collection, storage, use, exchange, disclosure and disposition of data obtained, used and retained by the Parties in relation to the Goderich CCTV program must be in accordance with all relevant privacy legislation including MFIPPA;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. The following terms shall have the meanings herein specified unless the context otherwise specifies or requires:

"Data" means all the information, images and data created, obtained and retained by the closed circuit television system installed by the Town of Goderich (the **"Goderich CCTV Program"**). Data includes "personal information" defined in s.2 of MFIPPA.

"MFIPPA" – *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O 1990, c. M.56

2. The Parties agree that this Agreement establishes the Parties requirements with respect to "Data-Sharing" which means the collection, retention, exchanging and disclosing of Data collected by the Town and provided to the OPP, or obtained by the OPP through its operation of the Goderich CCTV Program.

3. The Parties are entering into this Agreement and the Town is granting the OPP access to the Data for the purpose of implementing, operating, monitoring and maintaining the Goderich CCTV Project.
4. The OPP will use or disclose the Data only in furtherance of the Goderich CCTV Program or as required by Law.
5. The OPP shall exercise at least the same degree of care as they use with their own data and confidential information, but in no event less than reasonable care, to protect the Data from misuse and unauthorized access or disclosure.
6. The OPP shall ensure that any agents, including subcontractors, to whom it provides the Data agree to the same restrictions and conditions listed in this agreement.
7. In the event that any Party becomes aware of any breach or compromise of its security that has or may lead to disclosure of any Data to unauthorized sources, it will advise the other Party, in writing, immediately.
8. This Agreement will commence on the Effective Date and continue as long as the Goderich CCTV Project remains operational, unless terminated earlier.
9. Either Party may withdraw from this Agreement for any reason on thirty (30) Business Days' notice to the other party.
10. In the event that the *Municipal Act*, MFIPPA, FIPPA, PIPEDA, or any other relevant legislation is amended and, as a result, provisions of this Agreement must be amended in order to ensure compliance with any of the legislative requirements applicable to the parties, the Town shall notify the OPP of the terms of the Agreement that must be amended. Any amendments subsequently agreed upon shall be in writing and executed by the Parties. If the Parties cannot agree upon whether or how the Agreement shall be amended, the Agreement shall be terminated.
11. No Party may assign this Agreement or any of their rights or obligations under this Agreement without each other Party's written consent.
12. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and such counterparts together shall constitute one and the same Agreement and notwithstanding their date of execution shall be deemed to be executed on the date first written above. The delivery of an executed counterpart copy of this Agreement by facsimile or by electronic transmission in portable document format (PDF) shall be deemed to be the equivalent of the delivery of an original executed copy thereof.

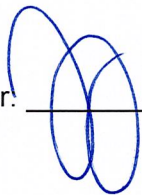
IN WITNESS WHEREOF the said Corporations have hereunto affixed their corporate seals duly attested by the hands of their proper officers.

**THE CORPORATION OF THE
TOWN OF GODERICH**

Per: _____
Trevor Bazinet, Mayor

Per: _____
Andrea Fisher, Clerk
We have authority to bind the municipal corporation.

**HIS MAJESTY THE KING IN
RIGHT OF ONTARIO, as
represented by the SOLICITOR
GENERAL, operating as the
HURON COUNTY ONTARIO
PROVINCIAL POLICE**

Per:  _____
I / NSP. J. Yaman

Per: _____
I/We have authority to bind the corporation.