

CADAC – Terms of Use (Ver 1.1)

CADAC Terms of Use

This agreement (“**Agreement**” or the “**Terms of Use**”) is between the arts organization you represent (“**you**” or the “**Client**”) and the Canada Council for the Arts in its capacity as the CADAC owner and provider of administrative and technical services in relation to CADAC, and the public arts funders, members of CADAC. Please read this Agreement carefully before using CADAC.

By using CADAC, the Client shall agree to be bound by the terms and conditions of this Agreement.

Definitions

“**CADAC**” is the Canadian Arts Data / Données sur les arts au Canada, a public arts funding database and website. Information is submitted and uploaded by the Client as part of the grant application process when applying for support to CADAC Members (i.e., provincial and municipal arts funders). CADAC data is used by the CADAC Members in their application processes to support funding decisions and for research and reporting purposes as more fully set out in this Agreement.

CADAC collects and makes available consistent, credible financial and statistical data on Canadian arts organizations that are funded by a CADAC Member. CADAC is also contributing to an environment in which both funding agencies and arts organizations are better positioned to do their work by using a common financial and statistical forms, and accessing reports that enhance data analytics in the arts sector.

“**CADAC Owner**” is the Canada Council for the Arts, in its capacity as the information technology owner of CADAC and provider of administrative and technical services in relation to CADAC through the CADAC office with its CADAC administrators.

“**CADAC Administrator**” is the Canada Council for the Arts staff who is delegated to conduct administrative functions related to CADAC.

“**Client**” means an arts organization that has submitted its financial and statistical information into CADAC as part of a grant application to a CADAC Member and that has accepted the applicable terms and conditions for the use of CADAC, regardless of whether such Client receives funding as a result of its submission to CADAC.

“**CADAC Member(s)**” comprised of participating [Canadian arts agencies](#) that from time to time provide funds for artistic activities at the federal, provincial, territorial, municipal (or possibly regional) level.

“**User**” means one or more employees of Clients or contractors designated as administrative users of CADAC. The “Client Contact” or the “Client Supervisor” control a user's ability to access or manipulate data through the assignment of “permissions” (e.g. submit data, edit data, view data, manage the Client profile, etc.).

Consent to Use of Data

The financial and statistical data entered in this database by a Client are available to CADAC Members for granting and research purposes when the Client provides the CADAC Member with its CADAC Client ID number. Once a CADAC Member has received the Client's ID number, it has access to the Client's

CADAC – Terms of Use (Ver 1.1)

information as long as it continues to be a CADAC Member. A Client's data may be viewed online, printed or downloaded by CADAC Members that have the Client's ID number or those with specific roles (e.g., jury members) assigned by CADAC members, but the data may not be edited by anyone other than a User designated by the Client itself.

Canada Council for the Arts has only access to data provided by its Clients for grant assessment and research purposes. For the purpose of confirming the accuracy or to discuss discrepancies in its data, CADAC administrators or CADAC members may access the data entered by Clients (see the section Responsibility for Accuracy of Data section).

The Client's data will also be available in disaggregate form to individuals granted research access by any CADAC Member. Aggregated data will be accessible to any CADAC Member, organization, and the public through the 'Access our data' section on the CADAC website (cadac.ca)

“Aggregate data” means the data will be grouped with that of other organizations and will not be associated with any organization's name and will be unidentifiable. The financial and statistical data entered in the CADAC database is available for the above-mentioned reporting and research purposes, if they include five (5) or more data fields.

Financial and Statistical Data

The Client acknowledges that entering financial and statistical data into CADAC does not constitute submitting an application to any CADAC Member. The Client is responsible for complying with a CADAC Member's submission requirements as indicated on the applicable grant application form(s). Each CADAC Member has discrete eligibility criteria and application deadlines. It is the responsibility of the Client to contact a CADAC Member directly to confirm eligibility and application procedures and to submit all requisite application materials directly to the CADAC Member. The Client should independently confirm receipt of any application with all applicable CADAC Members. The Client can print its financial and statistical forms from CADAC, once it has entered the data.

Responsibility for Accuracy of Data

The Client is responsible for ensuring the data it enters is accurate. The Client may be contacted by CADAC Administrator or a CADAC Member if they have questions or corrections about how the data has been entered.

Account Security

The Client is responsible for maintaining the security of its passwords and identification, maintaining and updating the registration data, and any other information, to keep it accurate, current and complete.

Responsibility for User Accounts

The Client agrees not to assign, transfer or sublicense its rights as a registered user of CADAC. The Client has the ability to add new Users or change existing user records. The Client is responsible for all User accounts created under the Client's ID number and for all persons accessing CADAC through these User accounts.

Loss or Damage of Data

Neither the Canada Council for the Arts nor the CADAC Members is liable for the loss, damage or unauthorized access or use of data, whether it is being entered online or uploaded from another system.

CADAC – Terms of Use (Ver 1.1)

By entering data into CADAC, the Client assumes any and all risk of any unauthorized loss, damage, access or use of such data.

Privacy Laws

The Client agrees to comply with all applicable laws in its use of CADAC, including without limitation, all privacy laws.

Publication of Data

Neither the Canada Council for the Arts nor the CADAC Members will publish at any time individual Client data derived from CADAC without specific written permission acquired in advance from the Client. The Client grants the Canada Council for the Arts and the CADAC Members the right to use and publish all data submitted by the Client in aggregated and unidentifiable form for research and advocacy purposes.

Data Sharing

The Clients that have agreed to data sharing:

- (i) agrees that their data can be used for a) internal purposes including reporting; b) for the production, and internal or external dissemination of aggregated reports; and c) for research projects; and
- (ii) grants the Canada Council for the Arts and the CADAC Members the right to use and publish all data submitted in **aggregate** form, which includes five (5) or more data fields, and unidentifiable form for reporting and research purposes.

[When a Client elects to opt out of data sharing, the Canada Council for the Arts and the CADAC Members shall be entitled to retain one copy of the Client data solely for compliance with legal requirement or policy (e.g. privacy regulations, audit purposes)].

Data retention

The Client acknowledges and agrees that the Canada Council for the Arts applies the following retention standards in CADAC:

- For funded Clients (i.e., Clients receiving core/operating grants from one of the CADAC Members): available information is limited to: the latest submitted version of all financial and statistical forms and the latest two versions of all financial and statistical forms displayed under Revision History for **past ten years**;
- For Clients unfunded in the past seven years (i.e. they did not receive any core/operating grant from any CADAC Members): available information is limited to: the latest submitted version of all financial and statistical forms for the **past seven years**.

Suspension or Removal of Access

The Canada Council for the Arts reserves the right to suspend, remove or disable the Client and User(s) access to CADAC at any time, and without notice. If the Client breaches any provision of these Terms of Use it may no longer use CADAC. The Canada Council for the Arts may change, suspend or terminate, temporarily or permanently, CADAC or any part thereof or any of its features at any time, for any reason, without any notice or liability to the Client. If these Terms of Use or the Client's permission to use CADAC is terminated for any reason, the Agreement formed by the Client's acceptance of these

CADAC – Terms of Use (Ver 1.1)

Terms of Use will nevertheless continue to apply and be binding upon the Client in respect of prior use of CADAC and anything relating to or arising from such use. If the Client is dissatisfied with CADAC or with these Terms of Use, then the Client's sole and exclusive remedy is to discontinue using CADAC. The Limitation of Liability and Indemnity provisions in this Agreement shall survive any termination of this Agreement.

Inactive Users

In the event that the Client is no longer an applicant with a CADAC Member, the Client's Users' login(s) will become inactive. It will be necessary to reactivate the account for a new grant application. Account reactivation is a similar process to opening an account for the first time as the CADAC Member's approval is required.

Service Breakdown

CADAC may be temporarily unavailable from time to time for maintenance or other reasons, or service provided to the Client through an internet service provider may limit access to the site. To avoid missing application deadlines, the Client is advised not to wait until the last minute to enter and submit data. Neither the Canada Council for the Arts nor any of the CADAC Members assume any responsibility or liability for the damage or unwanted outcomes, such as, but not limited to, error, omission, deletion, defect, alteration of data, interruption or delay in operation or transmission, or unauthorized access to the content, or any communications line failure.

Neither the Canada Council for the Arts nor any of the CADAC Members is responsible for any technical malfunction or other issues, such as, but not limited to, problems in any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email on account of technical problems or traffic congestion on the Internet or at any site or combination thereof, including injury or damage to Client or User's or to any other person's computer, mobile phone, or other hardware or software, related to or resulting from using or downloading materials in connection with CADAC. Under no circumstances will the Canada Council for the Arts nor any of the CADAC Members be responsible for any loss or damage, including any loss or damage to any Client or User content, or personal injury or death, resulting from any use of CADAC.

Viruses

The Canada Council for the Arts assumes no responsibility or liability for any damages (including without limitation any damages caused by viruses) to an organization's computer software, equipment or other property in connection with access to or use of CADAC or the downloading of any data, text, images, files or other materials from CADAC.

Governing Law, Venue and Jurisdiction

This Agreement and all related matters shall be governed by the laws of the Province of Ontario, Canada and the applicable federal laws of Canada, without regard to the conflicts of law provisions of any jurisdiction. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario for any legal proceedings arising out of this agreement or the performance of the obligations hereunder. Notwithstanding the foregoing, nothing in the Agreement shall affect the right of the Canada Council for the Arts to bring any action or proceeding in the courts of other jurisdictions.

Limitation of Liability and Indemnification

In no event shall the Canada Council for the Arts or the CADAC Members, or any of its or their employees, officers, directors, contractors, agents, suppliers, service providers, software providers, or

CADAC – Terms of Use (Ver 1.1)

agents be liable for any direct, indirect, special, incidental, consequential, punitive or exemplary damages, loss of revenue or profits, loss of funding, business interruption, loss of use, data or information, regardless of the form of action, whether in contract or in tort including negligence, even if advised of the possibility of such damages.

Without limiting the foregoing, CADAC is provided “as is” and on an “as available” basis without any representation, warranty or condition of any kind, express, implied or statutory.

By using CADAC, the Client agrees to indemnify, defend (at the Canada Council for the Arts’ option) and hold harmless from the Canada Council for the Arts and the CADAC Members, and each of its and their agents, employees, directors, successors, and assigns, from any loss, liability, claim, demand, damage or expense relating in any way to CADAC, including any negligence or any breach of these Terms of Use by Client of any of its Users.

Links to Other Sites

Throughout the CADAC website, there may be links to other sites provided for convenience. These sites are independent from CADAC and neither the Canada Council for the Arts nor the CADAC Members endorse, control or make any representations, warranties or conditions concerning their contents or links. It is Client’s and its User’s responsibility to verify any information contained within linked sites before relying on it. Also, the information contained in the links may be changed or updated at any time without notice. Linked sites may have their own terms and conditions which the Client and Users should locate and review.

Third-Party Information

Any third-party content, data or publications made available through CADAC are furnished on an as-is basis for your convenience and information. Any opinions, advice, statements, services, offers, or other information made available by third parties, including program hosts, information providers, or any user of CADAC, are those of the respective author(s) or publisher(s) and not of the Canada Council for the Arts or any of the CADAC Members.

Trademarks

The trademarks, logos and other names and icons on this site are registered and unregistered trademarks of the Canada Council for the Arts, the CADAC Members and others. Nothing in this Agreement gives you a right to use any of the trademarks or content contained on CADAC. The Client may not assign or transfer any of the CADAC content and the Client may not grant a license to use or access CADAC to any third party.

Privacy

CADAC collects financial and statistical information that is provided by the Client as an important component of the grant application process as well as being used for research and reporting purposes. This data does not contain any personal information and the Client agrees that it will not contribute any personal information to CADAC.

Right of Assignment

The Canada Council for the Arts may assign all of its rights and obligations under this Agreement without the Client’s consent and upon any such assignment, the Canada Council for the Arts shall be fully released from its obligations hereunder and the assignee shall assume the rights and obligations of the

CADAC – Terms of Use (Ver 1.1)

Canada Council for the Arts as if the assignee were an original party to this Agreement. Client may not assign this Agreement without the prior written consent of the Canada Council for the Arts

Other

This Agreement constitutes the entire agreement between the Client and the Canada Council for the Arts regarding the use of CADAC. The Canada Council for the Arts reserves the right to modify all or a portion of the Terms of Use at any time without further notice and without incurring any liability or obligation. Changes to these Terms of Use will be posted on CADAC website and will indicate at the top of that page the date these Terms of Use were last revised.

The Client's continued access to and/or use of CADAC after any such changes constitutes acceptance of, and agreement to be legally bound by, these Terms of Use, as revised. You hereby acknowledge and agree that the Canada Council for the Arts reserves the right at any time to modify or discontinue the whole, or any part of, CADAC, without notice, and that the Canada Council for the Arts will not be responsible or liable, directly or indirectly, to the Client or any other person or entity for any loss or damage of any kind incurred as a result of any such modifications or discontinuance. The failure of the Canada Council for the Arts to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision in that or any other instance.

If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.