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| Office of County Manager    Policy | Effective Date    00-00-00 | Revision Date | Policy Number |
| To: All Durham County Employees | | Subject:  Open Data Policy | |
| Signature: | |
| 1. **INTRODUCTION**:   The term “Open Data” has a very precise meaning. Data or content is open if anyone is free to use, re-use or redistribute it, subject at most to measures that preserve provenance and openness. There are two dimensions of data openness:     1. The data must be legally open, which means they must be placed in the public domain or under liberal terms of use with minimal restrictions.    2. The data must be technically open, which means they must be published in electronic formats that are machine readable and preferably non-proprietary, so that anyone can access and use the data using common, freely available software tools. Data must also be publicly available and accessible on a public server, without password or firewall restrictions. To make Open Data easier to find, our organization will manage an Open Data catalog and platform. 2. **PURPOSE**  There are several approaches to any open data program and programs can have multiple objectives. The primary thematic objective is presented here along with a project management methodology and an open data program management methodology. At a high level, open data in Durham should promote social, environmental and economic sustainability. Open data does not concern itself with the tools. Open data should concern itself with the process and the people who will benefit from increased data re-use. Durham has unique challenges and assets. It is a diverse energetic community going through a renaissance that dates back a decade. Durham has a higher proportion of indigenous residents than any other Triangle community. Durham has a large activist community and citizens are engaged on local issues. The proposed high level outcome of this program is to encourage data based decision making and develop new ways of engaging larger audiences that have traditionally not been a part of the open data movement. Durham, like many communities in the triangle, is a strongly faith based community. Working with the established faith based institutions as well as government data stakeholders will widen the net of community participants. This open data program will be designed to engage the entire community and not just the tech and private sector.     1. This policy provides a framework The County of Durham and employees in the distribution of open data and the implementation of open data.    2. The framework provides best practices as well as the legal framework in which data is to be released to the public.    3. The framework also describes the necessary licensing and terms of use needing to be in place before the distribution of these open data. 3. **POLICY**     1. Licensing:         1. Organizations and governments use Open Data licenses to clearly explain the conditions under which their data may be used. Many licenses include both a summary version, intended to convey the most important concepts to all users, and a detailed version that provides the complete legal foundation.       2. Standard, re-usable licenses designed to provide consistent and broadly recognized terms of use; for instance, Creative Commons, particularly CC-By and CC0, as well as the Open Database License.       3. Associating data with CC0 is essentially the same as placing it in the public domain (international definition). Standard licenses can offer several advantages over bespoke licenses, including greater recognition among users, increased interoperability, and greater ease of compliance.       4. This policy assumes that all data released will be in compliance with CC0 and the Open Database License.    2. Principals of Open Data Release by Departments:   Departments within the County and City are requested to engage with the open data initiative to help achieve the strategic goals of the City and the County. The following principals represent the spirit of cooperation requested in releasing data to the public:        1. Public. Consistent with this policy, departments should adopt a presumption in favor of openness to the extent permitted by law and subject to privacy, confidentiality, security, or other valid restrictions.       2. Accessible. Open data are made available in convenient, modifiable, and open formats that can be retrieved, downloaded, indexed, and searched. Formats should be machine-readable (i.e., data are reasonably structured to allow automated processing). Open data structures do not discriminate against any person or group of persons and should be made available to the widest range of users for the widest range of purposes, often by providing the data in multiple formats for consumption. To the extent permitted by law, these formats should be non-proprietary, publicly available, and no restrictions should be placed upon their use.       3. Described. Open data are described fully so that consumers of the data have sufficient information to understand their strengths, weaknesses, analytical limitations, security requirements, as well as how to process them. This involves the use of robust, granular metadata (i.e., fields or elements that describe data), thorough documentation of data elements, data dictionaries, and, if applicable, additional descriptions of the purpose of the collection, the population of interest, the characteristics of the sample, and the method of data collection.       4. Reusable. Open data are made available under an open license that places no restrictions on their use.       5. Complete. Open data are published in primary forms (i.e., as collected at the source), with the finest possible level of granularity that is practicable and permitted by law and other requirements. Derived or aggregate open data should also be published but must reference the primary data.       6. Timely. Open data are made available as quickly as necessary to preserve the value of the data. Frequency of release should account for key audiences and downstream needs.       7. Managed Post-Release. A point of contact must be designated to assist with data use and to respond to complaints about adherence to these open data requirements. 4. **APPLICABILITY**    1. The open data team that is heading this initiative has published a set of guidelines that can be used with an assessment and diagnostic tool.    2. Working with the technical team members, departments and their designated data stewards or other resources can develop a data release schedule and data strategy. 5. **LEGAL REFERENCE**  Departments must comply with the applicable data classification policy.      1. The Data Classification Policy establishes requirements for the protection of data the County is required or permitted to withhold from disclosure under state or federal law. Departments disseminating data through an open data portal must ensure that access to restricted data is blocked.    2. Information in Title 49 Code of Federal Regulations (CFR) Part 1520 regarding Homeland Security: building plans; infrastructure; data on EDS.    3. NCGS 132-6.x: Any data collected from a person applying for financial or other types of assistance including, but not limited to, their income and bank accounts, etc. | | | |

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| 1. **DEFINITIONS**      1. Data – a value or set of values that represents a specific concept or concepts. Data becomes information when analyzed and possibly combined with other data in order to extract meaning and provide context.    2. Open data – data made public and provided in a convenient, modifiable form such that there are no unnecessary technological obstacles to the use of the data. For purposes of this policy, open data is machine readable, available in bulk, and provided in an open format such as a .CSV file.    3. The City and County of Durham's open data is generated and maintained by the City, openly shared, and available to the public in accordance with public records laws.    4. Portal – a means, usually a technology application, for transmitting open data for use, reuse, and redistribution.    5. Restricted data – all data that the City is restricted from disclosing under state or federal law; and all data that the City is permitted to withhold from disclosure under state or federal law and has elected to withhold from disclosure. 2. **PROCEDURE** |

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| 7.0 **RESPONSIBILITY**         1. **APPENDIX A**: Open Database License (ODBL)     1. Preamble  The Open Database License (ODbL) is a license agreement intended to allow users to freely share, modify, and use this Database while maintaining this same freedom for others. Many databases are covered by copyright, and therefore this document licenses these rights. Some jurisdictions, mainly in the European Union, have specific rights that cover databases, and so the ODbL addresses these rights, too. Finally, the ODbL is also an agreement in contract for users of this Database to act in certain ways in return for accessing this Database.  Databases can contain a wide variety of types of content (images, audiovisual material, and sounds all in the same database, for example), and so the ODbL only governs the rights over the Database, and not the contents of the Database individually. 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Durham County (Policy Name Here)

Appendix 8.1