

# Data Sharing Terms and Conditions

## Summary

This document establishes the terms and conditions for sharing data related to the Agroecology Finance Assessment Tool between an Institution and the Agroecology Coalition. It covers definitions, ownership of data, use of institutional data, data storage, and the right to be forgotten for individuals and institutions. The Coalition reserves the right to use anonymised data generated from the tool to perform analyses on the overall state of Agroecology Funding in the future, with final outputs published under an open license and made available to any institution.

## Purpose

The purpose of this document is to establish the terms and conditions for the sharing of data related to the Agroecology Finance Assessment Tool ("The Tool") by the Institutions using the tool ("The Institution") and The Coalition as host of The Tool ("The Coalition").

## Definitions

- **"Confidential Information"** means any information disclosed by The Institution or The Coalition that is marked as confidential or that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure.
- **"Institutional Data"** means any information, data, materials, or other content relating to The Tool that is shared by The Institution as part of using The Tool.
- **"Personal Data"** means any information, data, materials or other content shared by an individual as part of using the Tool, for example a user's name or email address.
- **"Anonymised Data"** means data that has been aggregated and processed such that it is deemed to be impossible to determine the source(s) of the original raw data.

## Ownership of Data

The Institution using the tool owns all rights, title, and interest in and to the Institutional Data. The Coalition shall have no rights in the Institutional Data except as expressly granted in this Agreement.

## Term

This Agreement shall commence on the date this agreement is digitally signed by an authorised representative of The Institution, and shall continue until The Coalition receives a request from The Institution to terminate the agreement and remove all data (See "Right to be Forgotten" below).

# **Access / Use of Institutional Data**

## **By Users of The Tool**

- Institutional Data shared by The Institution will be made available only to authorized users of The Institution.
- No data owned by The Institution will be available to any user outside of The Institution unless explicit permission is given, for example in the case of a Site Manager providing direct support to users.
- Institutional Data will be used to generate Anonymised Data, which is available to all users of The Tool for the purposes of comparison and exploration.
  - Anonymised Data may be filtered by users. If, at any point, a given set of filters results in a dataset that is too small to be fully anonymised, no results will be returned.

## **By The Coalition**

The Coalition reserves the right to use Anonymised Data generated from the Data stored in The Tool to perform analyses on the overall state of Agroecology Funding in the future.

- Any final outputs generated from this process (reports, data summaries, graphics) will be published under an open license and made available to any Institution.
- Institutions will not be named for their contributions to the Tool's dataset unless the Coalition is given explicit permission to do so. Agreement to these data Sharing Terms and Conditions does not constitute permission to be named in public outputs of the Tool.
- The types of analysis to be done are not fixed. However, only datasets of sufficient size to be anonymised will be used for any analysis, and The Coalition will not receive any non-anonymised data outputs from the tool.
- The Coalition Secretariat or its appointed representative(s) will have access to Institutional Data to identify and remove any instances of double counting of funds prior to the generation of anonymised data for analysis. This is important when initiative funds flow through multiple institutions.
  - However, this access does not grant any additional rights to use the Institutional Data beyond the stated purposes.

## **Data Storage**

- Data within the Tool will be held on one or more servers maintained by the Coalition.
- The server and Tool itself will adhere to the latest web security standards and will be regularly reviewed for potential security issues.
- Data will be backed up daily, and backups will be stored with the same level of security as the original.
- System Administrators may, for the express purposes of troubleshooting and user support, be required to access Data stored in The Tool. At no point will Institutional or Personal

Data be exported outside of the Tool's infrastructure, and the data will not be shared with any individual or institution for any reason.

## **Data Removal Requests**

### **Individual**

To comply with GDPR and other international data protection laws, individuals have a right to be forgotten by digital systems.

- Within the tool, there is an option for individuals to send a data removal request. This request will be received and processed by a Site Manager or Administrator within 30 days of receiving it.
- This will completely remove the user's account, including any Personal Information stored related to that account, including name, email address and Institutional affiliation.
- No Institutional Data entered into The Tool by the individual will be removed, as that is owned by The Institution rather than the Individual.

### **Institutional**

An Institutional Administrator may send a request to remove *all* data belonging to their Institution from the Tool.

- Within the tool, there is an option for Institutional Administrators to send an Institutional data removal request. This request will be received and processed by a Site Manager or Administrator within 30 days of receiving it.
- Given the magnitude of this, the sender of the request will be contacted directly to ask for confirmation before the request is processed.