**TERMS OF USE**

1. **BACKGROUND**
	1. Data Mill North is an open data platform focusing on the North of England. Its aim is to kick-start a new generation of data-empowered citizens and businesses who will share and explore information to bring value and benefit to everyone in the region. Data Mill North is committed to providing high quality data within a strong ethical framework.
	2. Data Mill North is for everyone with an interest or involvement with the region. The website is to enable approved organisations and businesses and individuals to upload and share their data in open formats. This data will be used to define the future of the region and provide a rich resource for web developers, data scientists and app developers who want to transform data into useful apps, websites and visualisations.
2. **AGREED TERMS**
	1. **INTERPRETATION**
		1. “Information” means non-personal data and non-commercially sensitive data about the region, its citizens and businesses. Where possible, it should be in its original, raw format, i.e. as it was collected, and be as granular as possible;
		2. “Dataset” means a set of Information stored on Data Mill North;
		3. “Organisation” means the legal entity on behalf of which the Information is being published;
		4. “Individual” means a person publishing information on their own behalf;
		5. “Data Mill North” means the website where Information will be published ([www.datamillnorth.org](http://www.datamillnorth.org));
		6. “Editor” means the individual uploading and publishing Information to Data Mill North on behalf of their Organisation or as an Individual;
		7. “Purpose” means to hold, store, edit, copy, publish, distribute, transmit, adapt and exploit the Information for any purpose both commercial and non-commercial including combining it with other information, or including it in a product or application;
		8. “User” means the entity who views, downloads, re-uses the data for the Purpose;
		9. “Metadata” means the information about the Information to provide clarity and context;
		10. “Administrator” means the Council who acts who will act as governing body in respect of uploaded data;
		11. “Member” means an individual or organisation who the Council agrees from time to time can be allowed additional access to view uploaded datasets which have not yet been made publicly available;
		12. “Personal Data” has the same meaning as under the Data Protection Act 1998;
		13. “Council” means Leeds City Council of Civic Hall, Leeds LS1 1UR.
	2. **Member (ORGANISATION/INDIVIDUAL)**
		1. Prospective Members must be registered on Data Mill North before a Member account can be considered by the Council;
		2. The Council may agree to register any Individual or Organisation as a Member at their sole discretion, and may agree to do so subject to such terms and conditions as the Council think fit. The Council may cancel or withdraw the membership of any Individual or Organisation at any time, at their sole discretion.
	3. **EDITOR (ORGANISATION/INDIVIDUAL)**
		1. Prospective Editors must be registered on Data Mill North before an Editor account can be considered by the Council;
		2. Registration and participation as an Editor with Data Mill North is free of any charge. Participation as an Editor is at the Council’s sole discretion, and the Council may cancel or withdraw participation as an Editor at any time at their sole discretion;
		3. Each Editor warrants with the Council
3. that they as an Individual or their Organisation permits the Council at any time to hold, store, access, review, edit, redact, adapt, publish, delete, remove, take down and otherwise process or deal (“Council Operations”) with any Information which such Editor uploads to Data Mill North;
4. that any such Council Operations will not breach or interfere with any Intellectual Property Rights (whether vested in the Individual Editor, the Editor’s Organisation or otherwise) in the Information, or that they or their Organisation grants the Council all necessary licence and authority to carry out Council Operations;
5. that the holding, storing, and publication of such Information on Data Mill North is lawful in all respects;
6. that any User is permitted to use such Information for any Purpose, and that such use will not breach or interfere with any Intellectual Property Rights (whether vested in the Individual Editor, the Editor’s Organisation or otherwise) and that such use will be lawful in all respects;
7. that the Individual Editor or Editor’s Organisation indemnifies the Council against any actions, proceedings, costs, claims and demands in respect of any loss or damage arising from any such Council Operations, or from any use of such Information by a User for any Purpose;
8. that the Individual Editor or Editor’s Organisation indemnifies the Council against any actions, proceedings, costs, claims, penalties and demands arising from any processing which is in breach of the DPA or Article 8 of the European Convention on Human Rights or otherwise in breach of this agreement .
	* 1. When publishing Information on behalf of an Organisation each Editor warrants that they are authorised by their Organisation to provide warranties by their Organisation to the Council in the above terms.
		2. Editors are responsible for ensuring the Information they upload to Data Mill North is free from Personal Data and cannot be combined with other information to form Personal Data. They must act and in accordance with these terms of use when using Data Mill North;
		3. An Editor shall provide 1 months’ notice of their intention to cease publishing. The Administrator will update the Metadata relating to affected Dataset(s) to acknowledge that no further updates will take place. Existing Information will remain on Data Mill North as an historical record;
		4. Information uploaded to Data Mill North by the Editor will be accurate to the best of their knowledge and belief and will be improved upon where omissions or inaccuracies are identified;
		5. Uploaded Information will be anonymised and not contain any Personal Data or any references which could lead to the identification of an individual;
		6. Uploaded Information will be aggregated to levels set out in the Data Mill North Anonymisation Guide to ensure anonymity of individuals;
		7. Information will be checked against Organisations’ own terms and conditions to ensure it can be published;
		8. Metadata will be accurate and complete;
		9. Information will be uploaded on time and in accordance with the publication schedule outlined in the Metadata;
		10. Where applicable Editors will comply with the Organisation’s internal procedures which relate to the management of Information published;
		11. Editors will undertake any training which is made available to assist in the publication of data in accordance with these terms of use;
		12. Editors will remain responsible for all Information uploaded to Data Mill North;
		13. In the event that personal data is uploaded by an Editor in breach of this agreement, the Editor remains the data controller for that data and is responsible for any resulting breach of the Data Protection Act;
		14. Breach of these terms of use may result in accounts being terminated by the Council and any Information associated with the Individual or Organisation being withdrawn from Data Mill North with immediate effect.
	1. **ADMINISTRATOR (Data Mill North/LEEDS CITY COUNCIL)**
		1. Data Mill North is owned and administered by the Council;
		2. The Council acts as Administrator of the Data Mill North;
		3. The Council shall not be responsible or liable for another Individual or Organisation’s actions when using Data Mill North or any Information published to the Data Mill North;
		4. These terms of use may be reviewed, updated or altered periodically and the Council shall provide contributing Editors with 3 months’ notice of any such amendments;
		5. The Council retains ultimate control of Data Mill North and may remove material that is in breach of this agreement at any time;
		6. The Council will not be held responsible or liable for any loss or corruption of Information or any loss or liability arising from any Council Operations or from any use by any User of Information uploaded to Data Mill North;
		7. The Council will make available training, guidance, and support to Organisations and Individuals publishing to the Data Mill North;
		8. The Administrator will endeavour to review any new Dataset within 3 working days of it being uploaded to Data Mill North and either make the Dataset Public or contact the Editor if any issues arise with its publication.

Signed on behalf of Data Mill North

Print name

Organisation Date

Signed on behalf of (Organisation)

Print name Date