

**WCCD** | **WORLD COUNCIL  
ON CITY DATA**

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June 2, 2016

Ms. Susan Anderson  
Director  
Bureau of Planning and Sustainability  
City of Portland  
1900 SW 4th Ave, Suite 7100  
Portland, Oregon, United States of America 97201

Dear Susan Anderson,

Thank you for your interest in joining the World Council on City Data (WCCD) network of cities.

We have reviewed the City of Portland's application for certification under ISO 37120 and look forward to helping you improve city services and quality of life with open data. Please find attached our proposed agreement for certification and registration of the City of Portland in the WCCD Global Cities Registry™.

The cost for certification and registration for the City of Portland is **\$4 950 US Dollars**. This is a special GCIF member subsidized rate for the first year of certification and registration. This fee includes third-party verification of the data reported by the City of Portland for certification under ISO 37120, registration of the City of Portland in the WCCD Global Cities Registry™ and two copies of the City of Portland's Certificate of Registration.

Please do not hesitate to contact us if you have any questions about this proposed agreement. If you are satisfied with the services offered and the terms and conditions specified, please sign the agreement on page three and return a signed copy to the WCCD.

We look forward to welcoming the City of Portland to our network of cities; together, we can build sustainable, prosperous, liveable and smart cities through verified data.

Yours sincerely,

Dr. Patricia McCarney  
President and CEO  
World Council on City Data

## WCCD Certification and Registration Agreement

This WCCD Certification and Registration Agreement is made as of the 2nd day of June, 2016.

Between

The **World Council on City Data**, operating as the WCCD, a not-for-profit Canadian corporation with a place of business at 170 Bloor Street West, Suite 1103, Toronto, Ontario, M5S 1T9, Canada  
(The "WCCD")

And

The **City of  
Portland, a  
municipal  
corporation of  
the State of  
Oregon (The  
"City")**

**IN CONSIDERATION** of the mutual covenants and agreements set out below, the parties hereby agree as follows:

1. The City shall complete the WCCD ISO 37120 verification process by submitting and reporting on the indicators according to the definitions and methodologies set out in ISO 37120. This shall be completed within three months upon the signing of this Agreement.
2. The WCCD will provide services towards the certification and registration of the City in the WCCD Global Cities Registry™ in accordance with ISO 37120 (the "Services"). Data verification services are included; however, they are conducted by independent third-party verifiers.
3. The WCCD's engagement hereunder shall commence upon acceptance and signing of this Agreement and receipt of the full fee identified in item four (4) below. The WCCD's engagement hereunder shall expire one year from date of certification and registration (the "Term"). Certification under ISO 37120 and registration in the WCCD Global Cities Registry™ for the City is in effect and valid for one year only.
4. The City shall pay to the WCCD \$4 950 USD for certification and registration. Of this amount, the City Budget Office will be responsible for \$2 475 USD and the Bureau of Planning and Sustainability will be responsible for the remainder \$2 475 USD. This fee includes the annual cost for registration, certification and third-party verification of the data provided by the City. Fees cover the cost of maintenance and use of the WCCD Open City Data Portal, the WCCD Global Cities Registry™ for ISO 37120, and the WCCD Website. Fees also support website tools

(e.g., indices and trends analyses), the provision of training and other programs for verifiers and cities, and the coordination of international meetings, roundtables, and webinars. The full fee will be invoiced to the City upon the signing of this Agreement and must be paid prior to the commencement of services.

This WCCD Certification Agreement is executed by the following individuals, who warrant that they have the authority to enter into this Agreement:

\_\_\_\_\_  
 Professor Patricia L. McCarney  
 CEO and President  
 World Council on City Data  
 (WCCD)

\_\_\_\_\_  
 Andrew Scott  
 Director  
 City Budget Office  
 City of Portland

\_\_\_\_\_  
 Tracy Reeve  
 City Attorney  
 City of Portland

#### SCHEDULE A

## GENERAL CONDITIONS

### WCCD Certification and Registry

#### 1. Services

- 1.1 Subject to the compliance by the City of the terms and conditions herein, upon completion of the Services, the WCCD shall provide the City with a written notice setting out the recommended level of certification for the City. Required verification of data will be done electronically and travel to Portland by outside verifier will not be needed.
- 1.2 **Changes and Additions to Services:** If the City provides a written request that the WCCD perform additional work or make other changes to the Services, the WCCD shall provide the City with a written assessment of the cost of such change and/or additional work and an estimate of the additional time that will be required.

#### 2. Fees

- 2.1 **Invoices:** Unless otherwise provided for in this Agreement, the WCCD will invoice the City as described in this Agreement. Invoices will be payable by the City within thirty (30) days of the date of the invoice. If this Agreement is terminated in accordance with Section 7.1, the WCCD will invoice the City for all Services performed.
- 2.2 **Alternative Payment Schedule:** Unless the City requests an alternative payment schedule, the full fee will be invoiced to the City upon the signing of this Agreement and must be paid prior to the commencement of services. The WCCD will consider each request on a case-by-case basis.

### 3. Release of Information

- 3.1 The City agrees that all information provided to the WCCD, with the exception of items identified Sections 3.1a, 3.1b, and 3.2, is to be made publicly accessible as outlined in the Terms of Use for Open City Data on the WCCD website. Items identified below will be kept confidential by the WCCD, its affiliates, associates, and contractors:
- a) Correspondence
    - (1) Between the City and the WCCD
    - (2) Between the City and third-party verifiers
  - b) Contact information
- 3.2 The City, with justification, may request that supporting documentation provided during ISO 37120 certification for third-party verification of information be kept confidential by the WCCD. The WCCD will consider each request on a case-by-case basis.
- 3.3 The obligation of confidentiality does not include situations where:
- a) the information has already been released to the public domain by the City or by a third party;
  - b) the information must be released by law or an order of a court or tribunal;
  - c) the WCCD has received the same information without restriction from another party;
  - d) the City consents in writing to release of the information;
  - e) the information was in the WCCD's possession before receipt from the City; or
  - f) the information is independently developed by the WCCD.

Where release of the information is required by law or an order of a court or tribunal, the WCCD will notify the City in writing that it has received notice requiring release and shall ensure that

there is no pending challenge to the legality of the law or the finality of order for disclosure.

#### **4. Use of Information by the WCCD**

- 4.1 The City acknowledges and agrees that information provided by the City may be used to create other work products including, but not limited to, indices, sub-registries, presentations at meetings, symposiums and conferences, reports, papers or other documents or for any other purpose consistent with the purpose of the WCCD or that the WCCD deems appropriate.
- 4.2 The City represents and warrants that it has all necessary rights to grant to the WCCD the rights set out in this Agreement, including Section 4.1 and that all information made available to the WCCD is, to the best of its knowledge and belief, complete and accurate is not copyrighted by the City.

#### **5. Use of Information by the City**

- 5.1 Use of the information and tools made available on [www.dataforcities.org](http://www.dataforcities.org) and its subdomains (collectively, the "WCCD Website") is governed by the Terms of Use for the WCCD Website and the Terms of Use for Open City Data, both of which are available on [www.dataforcities.org](http://www.dataforcities.org). The City agrees to abide by the terms set out in both the Terms of Use for the WCCD Website and the Terms of Use for Open City Data.
- 5.2 The City acknowledges that the Terms of Use for the WCCD Website specifically prohibits commercial use of all material provided by the WCCD on the WCCD Website, with the exception of the datasets made available on the WCCD Open City Data Portal.
- 5.3 Enhanced datasets – which contain additional information that is not provided in the datasets freely provided on the WCCD Open City Data Portal – are made available to WCCD Cities in the WCCD Cities Portal. Commercial use and distribution of these enhanced datasets is explicitly prohibited. The City agrees that it will not sell or distribute enhanced datasets unless required by law.

#### **6. Branding**

- 6.1 **Copyright:** the WCCD retains full copyright over any works described in Section 4.1.
- 6.2 **Use of Trade-marks and Business Names:** Neither party shall use the name, business name, trademarks or logos of the other party in any advertising, publicity, marketing or other materials intended for public release, whether in hard copy or electronic format, without the express written permission of the other party. This does not include usage of trademarks or logos where previously agreed upon. Use of the City Seal requires written permission from the City Auditor.



## 7. Term

7.1 **Termination:** This Agreement may be terminated by either party giving to the other party thirty (30) business days prior written notice of such intention to terminate. Upon termination, the City shall compensate the WCCD for all Services performed up to the termination date, up to the maximum of the contract amount of \$4,950.

## 8. Certification

### Duration of Certification

8.1 Subject to these terms and conditions, the Certificate is valid until the expiry date referenced therein. Three (3) months prior to the expiry date, the WCCD will provide the City with a renewal notice and invoice to renew certification. The City of Portland will be offered the GCIF city rate of \$4,950 USD annually for the first three years (2016 to 2018). Upon receipt of the applicable payment and updated information for ISO 37120 certification, the WCCD shall provide a new Certificate setting out the applicable expiry date to the City.

### Changes to Certification

8.2 The City must promptly inform the WCCD of any change in relation to any factors that may reasonably impact the level of certification received by the City, including any changes to any indicators that could reasonably affect the validity of the Certificate.

### Use of Certificate

8.3 The City must not, without the WCCD's permission, alter, modify or deface the Certificate or the WCCD seal of approval in any of its forms.

8.4 Subject to these terms and conditions, the City may publicize the fact that Certification has been granted and use the Certificate as evidence of Certification. The City cannot copy or reproduce the Certificate by any means without the written consent of the WCCD, unless where previously agreed upon.

8.5 **The City will receive two (2) copies of the certificate. Additional copies of the certificate can be purchased from the WCCD for USD 50.00 per copy plus shipping and handling.**

8.6 The Certificate does not imply that any Certification is approved by any authority other than the WCCD.

## **9. Misrepresentation of Certification**

### **9.1 The City must not:**

- a) engage in any conduct which might mislead, deceive or confuse any person in relation to; or
- b) otherwise misrepresent the nature, status, scope or effect of its Certification by the WCCD.

9.2 The City must promptly comply with any directions given by the WCCD to correct any conduct or misrepresentation in breach of clause 9.1.

## **10. Suspension, Cancellation or Expiry of Certification**

### **10.1 The City's Certification shall be suspended with immediate effect in the following circumstances:**

- a) the WCCD gives notice to the City that it considers that Certification is no longer appropriate; or
- b) the City is in breach of any terms or conditions in this Agreement.

### **10.2 If the City's Certification is suspended:**

- a) the WCCD must within 30 calendar days of notifying the City of the suspension, furnish the City with information outlining the steps that must be taken by the City to enable the suspension to be lifted;
- b) the City must immediately take all steps necessary to enable the suspension of its Certification to be lifted; and
- c) the City must take all steps reasonably required by the WCCD to prevent the public being misled.

10.3 If the WCCD is satisfied with the remedial action taken by the City, the WCCD may lift the suspension of Certification by notifying the City.

10.4 The WCCD may cancel the City's Certification with immediate effect by giving notice to the City if the City's Certification has remained suspended for a period of more than 90 calendar days.

10.5 If the City's Certification is cancelled or this Agreement is terminated under Section 10.1, the City must immediately:

- a) pay to the WCCD all amounts due but unpaid by the City;

- b) cease using any Certification mark or seals of approval licensed in connection with the City's Certification (if any);
- c) withdraw from public display and return to the WCCD, as required by the WCCD, the original and all copies of the Certificate; and
- d) cease all advertising, promotions or other publication in connection with Certification.

## 11. Miscellaneous

- 11.1 **Non-assignability:** This Agreement is personal to the parties and shall not be transferred or assigned, by operation of law or otherwise without the prior written consent of the other party.
- 11.2 **Entire Agreement:** This Agreement including any schedules referenced herein supersedes, terminates, and replaces any and all prior agreements between the parties relating to the subject matter hereof and may not be amended except by an agreement in writing signed by both parties. Any schedules referred to in this Agreement are incorporated by reference and form part of this Agreement.
- 11.3 **Further Assurances:** The City shall, at the reasonable request of the WCCD, do all things and provide all assurances including the execution and delivery of such additional documents or instruments or the obtaining of consent and or permission for the use of any information as may be reasonably required to carry out the actions contemplated by this Agreement or the purpose of the WCCD Global Cities Registry™.
- 11.4 **Third Party Beneficiaries:** Except as otherwise provided in this Agreement, the parties intend that this Agreement does not create any right or cause of action in favour of, any Person, other than the parties to this Agreement.
- 11.5 **Severability:** If any provision of this Agreement is determined to be invalid, illegal or unenforceable by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Agreement and the remaining provisions of this Agreement will remain in full force and effect.
- 11.6 **Waiver:** No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the party to be bound by the waiver. A party's failure or delay in exercising any right (or partial right) under this Agreement will not operate as a waiver of that right and will not preclude a party from any other or further exercise of that right or the exercise of any other right.
- 11.7 **Counterparts:** This Agreement may be executed in any number of counterparts (including counterparts by facsimile or other electronic transmission) and all such counterparts taken together will be deemed to constitute one and the same instrument. If a party sends a facsimile or other electronic transmission it shall also deliver the original signed counterpart to the other



party; however, failure to deliver the original signed counterpart shall not invalidate this Agreement.

- 11.8 **Successors Bound:** This Agreement shall endure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
- 11.9 **Currency:** Unless otherwise provided in this Agreement, all monetary amounts refer to US Dollars.
- 11.10 **Relationship of the Parties:** The relationship of the parties to this Agreement is independent contractors. Nothing in this Agreement shall be interpreted to create a partnership, agency or contract of employment between the parties.
- 11.11 **Notices:** Any notices required under this Agreement shall be given to the parties at their respective addresses set forth above until a new and different address shall be established for either party on the basis of notice given to the other party. Any notice given in accordance with the foregoing shall be deemed to have been received by the other party on the same day it is personally delivered or sent by fax or the date of receipt by registered mail, whichever is sooner.
- 11.12 **Governing Law:** This Agreement shall be subject to and governed by the laws of the Province of Ontario and the laws of Canada applicable therein and the parties attorn and submit to the exclusive jurisdiction of the courts of Ontario situated in the City of Toronto and the appellate courts therefrom.