



Canadian Watershed Information
Network (CanWIN)

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**University
of Manitoba**

**Canadian Watershed Information
Network (CanWIN)**

Canadian Watershed Information Network

Data Statement

Canadian Watershed Information Network (CanWIN)

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Canadian Watershed Information Network (CanWIN)

Introduction

The Canadian Watershed Information Network (CanWIN) is a Canadian spatial data infrastructure (SDI) system hosted at the University of Manitoba and managed by the Centre for Earth Observation Science within the Faculty of Environment, Earth and Resources. We support research and education, and inform management, policy and evidence based decision making within the Nelson River Watershed and into the Arctic via Hudson Bay. By creating an interoperable infrastructure, CanWIN facilitates the discoverability and accessibility of water and climate related data across the freshwater-marine spectrum.

The Hudson Bay Drainage Basin is comprised of the Foxe Basin Watershed, Ungava Bay Watershed, Hudson Bay Seaboard Watershed and the Nelson River Watershed. These watersheds span four Canadian provinces and Inuit Nunangat, as well as four U.S. States and are critical to Canada due to the inclusion of (i) the Prairies, known as the Nation's breadbasket, (ii) Lake Winnipeg as an iconic symbol of human impacts on natural ecosystems, (iii) the Nelson River as the crucial freshwater-marine interface which links Canada's freshwater and Arctic ecosystems; (iv) sub-Arctic and Arctic environments that are predicted to be extremely sensitive to future climate and land use changes, and (v) the Port of Churchill as a gateway to Canada's North.

Objectives

This document describes the CANWIN Data Statement (DS) and Terms of Use (TOU) for accessing, uploading and searching CANWIN data, metadata, information and products. It aims to strike a balance between the rights of investigators and the need for wide spread access through open data sharing of data, meta-data and products. The ultimate goal of this document is to facilitate the production of data analysis, reports and management decisions by stating the conditions for data submission, access and use.

Specific objectives of the CANWIN DS include:

- Facilitating information exchange among CANWIN researchers and user groups;
- Respecting confidentiality requirements and researcher rights to publication;
- Ensuring the ethical sharing of data according to FAIR and CARE principles;
- Ensuring the long term preservation of CANWIN data sets; and
- Ensuring databases are widely and easily accessible to users.

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Definitions and CANWIN Assets

- **Data:** mean representation of information or concepts, in any form (*Personal Information Protection and Electronic Documents Act*)
- **Data points:** are individual numerical data
- **Data products:** are aggregated or combined sets of observation data, model data, metadata or images (e.g. Know Your Watershed map)
- **Data files:** a data file is a single file from an instrument or analysis
- **Data collection:** a collection is made up of multiple datasets that may consist of the same or different types of data and are grouped together by a category (e.g. field campaign, field camp) or platform (e.g. mooring)
- **Data sources:** may be the originators of the data, metadata, images or products, including producers of scientific work or intermediaries such as associated institutes that commissioned or funded the work
- **Distributed database:** A distributed database or system is where data can be located at various geographically distributed nodes but still be accessible through one unique hub (i.e. CANWIN).
- **Image data:** are images (e.g. Satellite, maps, pictures) providing information on various aspects of the Lake Winnipeg Basin.
- **Metadata:** are data about data sets: can include information about observation, image, data sets and the related attribute data such as type, location, date/time, unit of measurement, accuracy of geolocation data, precision or method of measurement and owner/contact of the data and metadata.
- **Observation data:** are measurements or observations (*in situ* and remote sensing) of freshwater environmental variables. In order to interpret and process these data, related attribute data such as data type, location, time and unit of measurement are required.
- **Quality flags:** are alphanumeric indicators added to datasets after quality check protocols have occurred

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Contribution of Data

1.1 Data sources

Data sources may be the originators of the data, metadata, images or products, for example, persons responsible for the scientific work that produce them; or an intermediary such as the data sources' associated institute(s), the agency that commissioned or funded the work, or even the information technology group responsible for preparing the data for submission to the CANWIN. The data source must precisely specify through use of the metadata entry form, any access restrictions that it wishes the CANWIN to uphold. Some cases that call for restrictions include data that is protected by law and data submitted during a prescribed period of exclusive use.

1.2 Data distribution

All data accessible through the CANWIN are considered freely available, unless otherwise explicitly specified and agreed.

1.3 Metadata and catalogue services

Metadata and other supplemental information are required to enable the use of data without ambiguity or uncertainty. Metadata is structured in schema.org and DataCite 4.4 formats to ensure compatibility with CCADI and international metadata standards. Information about the metadata fields required by CANWIN can be found on the Help or gitlab pages accessible via the CANWIN website. Details about these profiles can be found on their respective websites at <https://github.com/ESIPFed/science-on-schema.org> schema and <https://schema.datacite.org/meta/kernel-4.4/> for DataCite.

1.4 Data Sets Integration

Uniformity of data format and quality have a high priority. All data, are made available by using CANWIN/CCADI standardized coding formats and protocols to the greatest extent possible.

1.5 Quality Assurance

CANWIN develops and applies quality assurance procedures as appropriate and feasible, and in cooperation with data sources and other organizations. The data source always retains complete responsibility for data quality. To indicate the quality control that has been applied to a specific data set, CANWIN utilises quality flags and descriptors in the human readable metadata form. The system allows re-submission of data throughout the quality control process, and thus also allow for accelerated submission of data. The reporting of suspected errors in the data will be facilitated, and that information relayed to the respective data source so corrections can be made.

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1.6 Preservation of Data

For CANWIN to succeed, archival systems must be in place, so that the collected data, images, products and metadata may be safeguarded for future analysis. Data, images and products and related metadata will be permanently archived by CANWIN and the University of Manitoba Information Services and Technology department (IST).

Use of Data

1.1 General Conditions

CANWIN data is accessible as per the following definitions by the associated agencies (in brackets):

- **Availability and Access** (Government of Canada and the Open Knowledge Foundation): data available as a whole, in a convenient and modifiable form, and at no more than a reasonable reproduction cost, preferably by downloading over the internet.
- **Free and unrestricted** (World Meteorological Organization (WMO) Resolution 40): non-discriminatory and without charge. “Without charge” meaning a charge that is no more than the cost of reproduction and delivery without charge for the data and products themselves

Access conditions may vary by asset (Section 3) type:

- 1) Metadata are freely accessible without any condition;
- 2) Data and data products may require:
 - a. Website registration to obtain username and pw;
 - b. Acceptance of user conditions and terms for each data/data product as set by data owners.

The availability of the data and data products may include an obligation by the users to contact the data source or designee to request permission to use the data and/or an obligation to acknowledge the data source and the CANWIN in any publication using these data. Data or data products may be restricted access to request only access by the data source.

Exceptions to the open, free and unrestricted data access include:

- Where local and Traditional Knowledge is used, rights of the Knowledge holders shall not be compromised;
- Where data release may cause harm, specific aspects of the data may be kept protected, or generalized to a broader geographic region (e.g.: location of nests of endangered species, location of traditional use areas or sacred sites); and
- Where pre-existing data is already subject to access restrictions.

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1.2 Data Acknowledgment

The users of CANWIN data must formally acknowledge data originators, contributors and sources. This acknowledgement should appear as a citation, such as when citing a book or journal article. In instances where formal citations are not possible, the use of ethical policies for data collection and data use are recommended. Such models are available in Article 8(j) of the 1992 Convention on Biological Diversity

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References

Convention on Biological Diversity. 1992. Article 8(j): Traditional Knowledge, Innovations and Practices. <http://www.biodiv.org/programmes/socio-eco/traditional/default.asp>

ICSU (International Council for Science). 2004. ICSU Report of the CSPR Assessment Panel on Scientific Data and Information

The Freedom of Information and Protection of Privacy Act (C.C.S.M. c. F175) , Access and Privacy Regulation. Retrieved from the government of Manitoba website: <http://web2.gov.mb.ca/laws/regs/pdf/f175-064.98.pdf>

The Personal Information Protection and Electronic Documents Act (S.C. 2000, c. 5), Retrieved from the government of Canada website: <http://laws-lois.justice.gc.ca/PDF/P-8.6.pdf>

The University of Manitoba Act (C.C.S.M. c. U60). Retrieved from the Manitoba Laws website: <http://web2.gov.mb.ca/laws/statutes/ccsm/u060e.php>

WMO Resolution 40 (Cg-XII; see <http://www.nws.noaa.gov/im/wmor40.htm>)

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APPENDIX A

TERMS OF USE FOR THE CANADIAN
WATERSHED INFORMATION NETWORK
(CANWIN)

Canadian Watershed Information Network (CanWIN)

Terms of Use of the Canadian Watershed Information Network (CANWIN)

IMPORTANT: YOUR ACCESS TO THIS WEB SITE IS SUBJECT TO LEGALLY BINDING TERMS OF USE. CAREFULLY READ ALL OF THE FOLLOWING TERMS OF USE BEFORE PROCEEDING.

1. Terms

By accessing this Web site and Database, you are agreeing to be bound by these Terms of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, do not use this site. Any claim relating to this web site shall be governed by the laws of the Province of Manitoba without regard to its conflict of law provisions.

2. Ownership and Copyright

In using this Web site, you acknowledge that any and all information, content, reports, data, databases, graphics, interfaces, web pages, text, files, software, product names, company names, trademarks, logos and trade names contained on this website (collectively the "Content") including the manner in which the content is presented or appears and all information relating thereto are the property of their respective owners as indicated, the CANWIN administrators or its licensors, as the case may be.

3. Purpose of Database

The CANWIN Database is formed of specific metadata and data provided by researchers ("Researcher"), with their express consent. The purpose of adding metadata is to create an internationally standardized and searchable data collection. Please note that the addition of Content in the Database does not constitute an endorsement by the CANWIN administrators of any such Content provided by the Researcher. The University and CANWIN administrators have no control or power over such Content.

4. Use Licence

Permission is granted to temporarily download one copy of the materials within the Database for personal, non-commercial transitory viewing only.

This is the grant of a licence, not a transfer of title, and under this licence you may not:

- (a) modify or copy the materials; outside of the Data Set licence in the metadata;
- (b) use the materials for any commercial purpose unless allowed by the dataset licence;

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- (c) attempt to decompile or reverse engineer any software contained on the CANWIN website;
- (d) remove any copyright or other proprietary notations from the materials; and
- (e) transfer the materials to another person or “mirror” the materials on any other server.

5. Database access

The University or the CANWIN administrators may terminate your access to this Database if you make or permit any unauthorized use of this Database or Content. Such actions by you may violate applicable laws including, without limitation, copyright, patents and trademark laws and communications regulations and statutes.

6. Exclusion of Warranties

The University and the CANWIN administrators make no representation or warranty regarding the functionality or condition of this Database, its suitability for use, or that its use will be uninterrupted or error-free.

THE DATABASE AND ALL ITS CONTENT ARE PROVIDED TO YOU "AS IS" WITHOUT WARRANTIES OF ANY KIND. THE UNIVERSITY AND THE CANWIN ADMINISTRATORS DISCLAIM ALL WARRANTIES OR CONDITIONS, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NO REPRESENTATION OR WARRANTY THAT (I) THE CONTENT CONTAINED IN OR MADE AVAILABLE THROUGH THE DATABASE WILL BE OF MERCHANTABLE QUALITY AND FIT FOR A PARTICULAR PURPOSE, (II) THE DATABASE OR ITS CONTENT WILL BE ACCURATE, COMPLETE, CURRENT, RELIABLE, OR TIMELY, (III) THAT THE OPERATION OF THE DATABASE WILL BE UNINTERRUPTED OR ERROR-FREE, (IV) THAT DEFECTS OR ERRORS IN THE DATABASE OR THE CONTENT, BE IT HUMAN OR COMPUTER ERRORS, WILL BE CORRECTED, (V) THAT THE DATABASE WILL BE FREE FROM VIRUSES OR HARMFUL COMPONENTS, AND (VI) THAT COMMUNICATIONS TO OR FROM THE DATABASE WILL BE SECURE AND/OR NOT INTERCEPTED.

The Content is not intended to provide specific technical, business, accounting or other advice for your individual circumstances, and you should consult your own professional advisors to determine how any information or material provided in this Database apply to your individual circumstances.

These exclusions are in addition to any specific exclusion otherwise provided in these Terms of Use. To the extent that the jurisdiction to which you are subject does not allow exclusion of

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certain warranties, such exclusions which are not permitted, do not apply.

7. Limitation of Liability

THE UNIVERSITY AND CANWIN ADMINISTRATORS WILL NOT BE LIABLE FOR ANY DAMAGES, EITHER DIRECT OR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, FOR USE OF OR INABILITY TO USE PRODUCTS OR SERVICES OF ANY KIND, DELAY OF OR PARTIAL DELIVERY, TERMINATION OF RIGHTS OR LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, WHETHER ON A CONTRACTUAL OR EXTRACTIONAL BASIS, OR TO PROVIDE INDEMNIFICATION OR ANY OTHER REMEDY TO YOU OR ANY THIRD PARTY. THE FOREGOING LIMITATION SHALL APPLY EVEN IF THE UNIVERSITY OR THE CANWIN ADMINISTRATORS KNEW OF OR OUGHT TO HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

Your sole and exclusive remedy is to discontinue using and accessing this Database. To the extent that the jurisdiction to which you are subject does not allow any part of such limitation, such part does not apply.

8. Ownership and Confidentiality

The Content is provided by the Data Sources and Researchers. The University and the CANWIN administrators do not represent or warrant that such Content does not infringe the rights of any other person or entity. Furthermore, you acknowledge that information or material which you provide electronically through your access to or usage of this Database is not confidential or proprietary, except as may be required under applicable law, and acknowledge that unprotected e-mail communication over the Internet is subject to possible interception, alteration or loss. Trademarks and logos (collectively, "Marks") displayed on this Database are registered or unregistered Marks of the respective Partners, Collaborators, the CANWIN, the University or others, are the property of their respective owner, and may not be used without written permission of the owner of such Marks except where stated.

9. Links

Links and references to other Internet websites are provided to you as a convenience only. The University and CANWIN have not reviewed and do not expressly or impliedly endorse other Internet websites or any information or material, or the accessibility thereof, via such links, and do not assume any responsibility for any such other Internet websites, information or material posted thereon, or products or services offered thereon.

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10. Damage to Others

You agree not to introduce into or through this Database any information or material which may be harmful to others. Among other things, you agree not to include, knowingly or otherwise, any error or defect in Content which may, among other things, be a libel, slander, defamation or obscenity, or promote hatred or otherwise give rise to a criminal offence or civil liability on the part of any person or entity.

11. Changes to Terms of Use

The University or CANWIN administrators may modify, alter or otherwise update the Terms of Use applicable to this Database from time to time without notice, and you agree to be bound by such terms as are in effect at the time at which you access the Database.

12. Contact Information

If you have any questions or concerns about the Database terms, practices, third party material, or about your personal information if you provide any, please contact the CANWIN at:

Phone: (204) 474-9297

Email: portalco@umanitoba.ca

Mail: Canadian Watershed Information Network
535 Wallace Building
Winnipeg, MB
Canada
R3T 2N2



**Canadian Watershed Information
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APPENDIX B

**UNIVERSITY OF MANITOBA NETWORK PRIVACY
AND ONLINE PROTECTION**

Canadian Watershed Information Network (CanWIN)

Privacy Statement

CANWIN is committed to preserving and safeguarding your right to privacy. As part of the University of Manitoba, CANWIN complies with *The Freedom of Information and Protection of Privacy Act* (FIPPA) and the related University policy, available online at: http://umanitoba.ca/admin/governance/media/Access_and_Privacy_Policy_-_2016_08_03.pdf

The University of Manitoba Website Privacy Statement is located at http://umanitoba.ca/access_and_privacy/Privacy_Statement.html and is copied below.

The University of Manitoba (the “University”) is committed to preserving your right to privacy. We ensure that the confidentiality of your information is maintained and the collection, use and disclosure of your information is in compliance with the applicable Manitoba privacy laws, The Freedom of Information and Protection of Privacy Act (“FIPPA”) and The Personal Health Information Act (“PHIA”). This page summarizes the privacy policies and practices that govern all University of Manitoba websites.

The personal information collected by the University’s websites are not distributed to any private organizations or used for commercial marketing. Any personal information you provide to the University via its website is managed in accordance with FIPPA. Where a University of Manitoba website collects additional information, such as personal health information, a statement of purpose and/or specific privacy policies will be available. Please be sure to read these statements and privacy policies.

How Is Your Information Collected And Used?

Information is collected on the University website through a variety of methods: 1) by University web servers; 2) via analytics services running on the University website; and 3) by information provided voluntarily in e-mail and/or web forms.

1) Information We Collect by University of Manitoba Web Servers

University of Manitoba web servers automatically collect certain information about your visit to our website, and logs any links clicked on during your visit.

The following types of information are collected by the University’s web servers:

- Your Internet Protocol Address* (“IP Address”);
- Type of browser and operating system you used to access our website;
- Screen resolution of your monitor;
- Date and time you accessed our website;
- Webpages you visited and the links you clicked while on the page;
- Address of any external website from which you linked to the University’s website.

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* IP Addresses are unique numbers assigned by Internet Service Providers (“ISP”) to all devices used to access the Internet. Your domain name or IP Address may identify you depending on the naming standards followed by your ISP.

The information collected by our web servers is used by University employees to help us make our websites more useful to you, our audience, by learning about the number of times our site is visited, by monitoring traffic patterns and monitoring the types of technology used when accessing our sites. We make no attempt to link the collected information to your identity as we do not track or record information about specific individuals and their visits.

2) Information We Collect Via Google Analytics (Using Cookies)

The University uses Google Analytics to gather statistics on portions of its website. Google Analytics employs cookies, a digital marker, to define user sessions.

A cookie is a small piece of text information that is sent to your browser when you access a website, such as ours. This text file contains important data that tells us how you are using our website. Google Analytics uses only first-party cookies for data analysis, which means that the cookies are linked to the University’s website domain(s), and the University will only use the collected data and cookies for aggregate statistical analysis related to your browsing behaviour. The cookie files allow us to provide you with personalized information on your future visits to our websites; they are not used for any other purpose. If you wish, you may change the settings on your web browser to deny cookies or to warn you when cookies will be deposited.

The following types of information are collected via Google Analytics and or Google Webmaster Tools:

- Your internet domain and IP Address from which you accessed our website;
- Hostname (a descriptive label that maps to an IP Address);
- Type of browser and operating system you used to access our website;
- Screen resolution of your monitor;
- Date and time you accessed our website;
- Webpages you visited;
- The address of any external website from which you linked to the University’s website;
- Search terms;
- Type of request (For example, a request for a page or an event);
- Cookie values;
- Language encoding.

According to Google, the data collected cannot be altered or retrieved by services from other domains. If you choose, you can opt out by turning off cookies in the preferences settings in your browser. For more information on Google Analytics, please visit Google’s website.

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The information collected by the analytics services is used by the University to improve our website as well as to provide University staff with the ability to better meet online content needs, improve our website, and improve the University's online visibility.

3) Information Provided Voluntarily in E-mail and Web Forms

The University's websites do not automatically gather any personal information from you, such as your name, phone number or email address; this information is only obtained if you provide it voluntarily. Should you choose to provide us with your personal information, we will use that information to respond to your message and to help us get the information you have requested. This information may also be shared with our customer service representatives, webmaster, web administrator or other University employees as a means to continually improve customer service. This applies to services such as newsletter sign up, image download, online surveys and other similar services.

Examples of providing personal information voluntarily includes contacting us via email, completing an online form, newsletter sign up, image download, online surveys and other similar services. Any form or page that collects personal information will include a Statement of Purpose, which will notify you of the specific use and/or disclosure of your information; therefore it is important that you read the statement before completing any forms.

How is Information Disclosed?

The University of Manitoba will not sell, trade or disclose any identifiable user information derived from the use of an online service to third parties. Personal information will not be used or disclosed for any purpose other than as indicated in the Statement of Purpose, unless the disclosure is permitted under FIPPA and/or required under a legislation that supersedes FIPPA.

For example, the University will only provide personal information to copyright owners when required to by law. Unless specifically prohibited, the University will notify affected people in the event of an order compelling disclosure of personal information. For additional information on disclosure and the "notice and notice" regime, [click here](#).

Security

For website security purposes, the University of Manitoba employs software programs to monitor network traffic that identifies unauthorized attempts to upload or change information, or otherwise cause damage. Except for authorized law enforcement investigations, no other attempts are made to identify individual users or their usage habits.

External Websites

The University's websites may contain links to other websites. We are not responsible for the content and the privacy practices of external websites, and encourage you to examine each



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website's privacy policy and disclaimers to make your own decisions regarding the accuracy, reliability and correctness of material and information found on those sites.

Third Party Social Media

The University's use of social media serves as an extension of its presence on the web. Social media accounts are public and not hosted on University servers. Users who choose to interact with us via social media should read the terms of service and privacy policies of these third party service providers and those of any applications you use to access them. The University uses services such as Facebook, Twitter, YouTube, Google+, LinkedIn, Instagram and Soundcloud.

Additional Information

For questions or comments regarding this policy, or for additional information about the administration of The Freedom of Information and Protection of Privacy Act, contact the [University of Manitoba Access and Privacy Office](#).