

**PHILANTHROPY DATA COMMONS:
OPEN DATA USE AGREEMENT SUMMARY**

Thank you for your interest in the Philanthropy Data Commons (the “**PDC**”) and the Open Data Use Agreement (the “**DUA**”) that governs the use of data submitted in connection with projects undertaken to further the mission and principles of the PDC. This document (the “**Summary**”) is intended to provide critical information about the DUA, its development, and how your organization can prepare to share your data to help address collective goals for the philanthropic sector.

If you have any questions about this document, the DUA, or the PDC more generally, please contact us at info@philanthropydatacommons.org to set up a time to chat.

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About the PDC

The PDC began as a collaborative initiative between the John D. and Catherine T. MacArthur Foundation (the “**MacArthur Foundation**”) and other funders, changemakers, and philanthropy-serving organizations united by a shared vision of streamlined, democratized data-sharing in the philanthropic sector. It works to solve data challenges and make the sharing of information simpler by addressing consent and the secure sharing of data across institutions. Through a structure that provides for agreed-upon governance of data and integrations, the PDC seeks to simplify basic grant-related tasks, connect systems, enable participants to build additional technology applications to meet the needs of the sector, and leverage artificial intelligence to solve problems.

The PDC is currently housed within Mac Services, Inc. (“**Mac Services**”), which is a 501(c)(3) affiliate of the MacArthur Foundation designed to hold special initiatives. Mac Services has agreed to assume legal responsibility for the PDC in furtherance of its charitable and educational purposes, and Mac Services will exercise supervision and control over the PDC. Mac Services has established a charter that describes the roles of an Operations Team and Advisory Board to assist with the management of the PDC while housed at Mac Services.

Mac Services is not intended to be the permanent home for the PDC. When an entity is identified that is capable of housing the PDC in furtherance of its principles and mission, Mac Services will assign and transfer all its rights to the DUA and data therein subject to a mutually satisfactory agreement.

Legal Note

This Explainer is not a legal document. Instead, it is meant solely as an informative guide to help potential parties to the DUA (“**Parties**”) understand what the PDC is and how the DUA governs data shared with and by the parties to the DUA.

What is the DUA?

Mac Services, working with the PDC’s operations team (the “**Operations Team**”), created the DUA to effectuate projects that further the purposes of the PDC. The DUA is a multi-party legal agreement that binds all parties under a common framework that applies to their use and submission of data in furtherance of projects taken on by the PDC (“**PDC Projects**”). The DUA is an essential mechanism to further the mission and principles of the PDC—we ask that all Parties to the DUA also commit to these values. The DUA is designed to allow parties holding underlying IP and other rights to submitted data (“**Data-Owning Parties**”) to maintain ownership and control of their data wherever possible while balancing complexities inherent in data sharing and intellectual property creation. The DUA reflects the legal rights governing the use of data for projects approved under the DUA to further the purposes of the PDC.

How does the DUA differ from other data sharing agreements?

Most data sharing agreements are transactional, one-time agreements between parties to share or use data for a specific purpose within a specific time frame. These agreements are difficult to renew or expand without starting the process over. The PDC DUA is intended to be iterative and ongoing while enabling Data-Owning Parties to maintain ownership and control of their own data for current and future approved uses wherever possible. This collaborative and iterative approach is designed to build trust and understanding among Parties and provides ongoing clarity and transparency into how data is being used in furtherance of PDC Projects.

How can my organization use data and IP accessed through the PDC?

In most cases, Parties to the DUA may exclusively use other Parties’ data and PDC IP in furtherance of approved PDC Projects.

Barring some relatively narrow carve-outs in the DUA, Parties cannot use these materials in any other context—this includes a prohibition on selling, renting, or otherwise redistributing data outside of the Party’s organization

unless Mac Services has consented in writing. Mac Services will consent only when such use is consistent with the mission and principles of the PDC and in accordance with law and reasonable confidentiality safeguards.

What does my organization need to do to participate in the PDC?

If, after learning more about the PDC, your organization determines it would like to commit to the PDC’s mission and principles, please ask to review the DUA to make sure that the legal framework and data, technical, and governance specifications meet your organization’s institutional needs, preferences, and requirements. You may become a Party to the DUA by signing the DUA (please note—depending on when you are ready to sign, you may need to sign a joinder agreement binding your organization to the parties that have already signed the DUA). Your signed DUA or joinder agreement enables your organization to participate in PDC Projects by submitting its data and accessing other Parties’ data and PDC IP. You can learn more about specific PDC Projects on the PDC website.

How are new PDC Projects determined?

Any party to the DUA may suggest additional PDC Projects. Mac Services, in consultation with the Operations Team and Advisory Board, will review and approve proposals.

Who controls and owns submitted data and resources created from that data?

Generally, a party to the DUA that submits data will retain control of that data, including the ability to manage it, set permissions for access and use, opt out of specific PDC Projects, and withdraw from the PDC altogether. However, it is important to note that parties to the DUA may submit data concerning another organization if they have received appropriate consent from that organization (the “**consenting organization**”). Until and unless the consenting organization signs the DUA, any organization that has submitted the consenting organization’s data will act as a steward of that data and retain control over how it is used in relation to PDC Projects. At the time a consenting organization signs the DUA, it will gain sole say over the ways in which its data is used, and any party that originally submitted data on behalf of the consenting organization will lose its control.

The DUA does not affect a Party’s ownership of any data it submits to the PDC. However, if new IP is created during a PDC Project, Mac Services generally owns that IP to streamline the complicated ownership questions that often emerge in these contexts. For any such Mac Services-owned IP, Mac Services intends to issue open-source licenses to all Parties. In some cases, the DUA allows Parties to retain ownership of IP they create using PDC data. These carve-outs are designed so Parties can continue important, specialized work without unnecessary barriers, while still ensuring the data is used only to advance the PDC’s goals.

How will my data be protected?

While Mac Services cannot guarantee that data will be protected against any illegal efforts to obtain data by bad actors or breach by other Parties, Mac Services will maintain and monitor a comprehensive security program designed to preserve the security, confidentiality, and integrity of data in accordance with industry standards for the protection of data. The DUA also contains safeguards specifically designed to protect against improper sharing of personally identifiable data, especially data that may relate to sensitive information like demographic details.

What if my organization has questions about the PDC, the DUA, or the PDC Projects?

Please reach out to Mansha Siraj (mansha@jhphilanthropy.com) on the Operations Team to set up a time to chat about any questions you may have. We look forward to hearing from you!