

This is a translation of "Uppdragsavtal avseende lagring och förmedling av forskningsdata". The Swedish language version of this Service Agreement is the official version and shall govern in the event of any inconsistencies or conflicts between the two versions.

Service Agreement on Storage and Dissemination of Research Data

between

University of Gothenburg through **Swedish National Data Service (SND)** 202100-3153, (Medicinaregatan 18 A, P.O. Box 468, SE-405 30 Gothenburg, Sweden), hereinafter referred to as "SND".

and

[Name of party, organization number], hereinafter referred to as "the Principal".

SND and the Principal, both being a Party of the agreement, are referred to as "the Parties".

Regarding research data with the title below, hereinafter referred to as "Research Data":

Title:

Reference number from the Principal:

1. Background

SND is administered by the University of Gothenburg in a consortium together with Chalmers University of Technology, Karolinska Institutet, KTH Royal Institute of Technology, Lund University, Stockholm University, Swedish University of Agricultural Sciences, Umeå University, and Uppsala University. The conditions for the consortium collaboration are detailed in a consortium agreement.

SND has also established a national network for collaboration on research data management with the purpose of making research data findable and accessible for reuse. The network includes, in addition to the consortium universities, most Swedish higher education institutions as well as other public authorities and organizations. The network shall collaborate on, for example, issues aiming to ensure that research data are managed in accordance with the so-called FAIR principles, which advocate that research data should be Findable, Accessible, Interoperable, and Reusable. The terms and conditions for the SND network collaborations are detailed in a collaboration agreement.

2. Purpose and Scope

To promote reuse of research data, SND provides a national research data catalogue where research data and metadata are made findable and accessible. For principals who wish to make research data and associated metadata accessible through the SND research data catalogue, but who do not currently have a storage solution that can adequately be used for this purpose, SND provides a storage service that can be used until the principal has an adequate solution of their own in place. Included in this storage service, SND also disseminates research data on request.

Through this Service Agreement, SND is tasked with providing Storage and Dissemination for research data made accessible by the Principal in the SND research data catalogue. The terms and conditions are detailed in this Service Agreement.

The Swedish language version of this Service Agreement is the official version and shall govern in the event of any inconsistencies or conflicts between the two versions. All disputes under this Service Agreement shall be resolved and conducted in the Swedish language agreement.

3. Definitions

By “SND CARE”, it is meant SND’s certified repository for research data.

By “Storage”, it is meant that a copy of the research data made accessible by the Principal in the SND research data catalogue is kept in SND’s certified repository SND CARE.

By “Dissemination”, it is meant the service provided by SND to deliver research data that are stored by SND to those who request the research data through the SND research data catalogue.

4. Legal Preconditions for Research Data in SND Storage

Research data in Storage at SND, in reference to Chapter 2, Section 13 of the Freedom of the Press Act (*tryckfrihetsförordningen* (1949:105)), will be kept by SND solely for the purpose of technical processing and Storage on behalf of the Principal. This means that these research data are not considered public records (*allmänna handlingar*) at SND. Any request for disclosure, for example through a request via the SND research data catalogue, should therefore be assessed by the Principal. Subsequently, Dissemination of research data in Storage at SND are comparable to a disclosure by the Principal. The archival responsibility in accordance with the Archives Act (*arkivlagen* (1990:782)) for research data in Storage at SND remains with the Principal.

Any intellectual property rights pertaining to the Research Data are not affected by their Storage at or Dissemination by SND.

5. Storage

5.1 Security

SND ensures that Storage always has a high level of reliability, quality, and performance.

SND ensures that Research Data in Storage in SND CARE are managed and Stored in a secure way to enable future reuse. This includes, for example:

- Structured management of files in accordance with international recommendations;
- Preservation of all versions of the Research Data, each assigned a unique identifier;
- Ensured integrity of the Research Data;
- Research Data and backups are Stored within the Swedish borders;
- Continuous backups are performed with national geographic distribution;
- Continuous checks for file format readability over time; and
- Updates of metadata in accordance with changes in established metadata standards.

SND CARE is technically integrated with SND’s other systems for describing and sharing research data, which further increases the reliability of the data management.

SND ensures that appropriate technical and organizational security measures are taken to guarantee adequate protection for the Principal’s Research Data.

5.2 Support and Maintenance

SND ensures that the staff who provide maintenance and support of the Storage have the necessary expertise, and that support and maintenance are carried out in a professional manner.

6. Authority over Research Data

The Principal has the authority to decide which research data to Store at SND. The intention for the research data made accessible through the SND research data catalogue and in Storage at SND is that they shall remain accessible indefinitely. However, the Principal determines how long the research data shall be Stored by SND and retains the right to request, at any time, that the research data shall be returned to the Principal or removed from Storage by SND.

SND has the authority to determine the format, software, and any additional technical and administrative conditions for the delivery and management of research data in Storage with SND.

7. Dissemination

SND Disseminates, on behalf of the Principal, research data that the Principal makes accessible through the SND research data catalogue and that are Stored by SND.

For research data made accessible through the SND research data catalogue, there are two levels of accessibility:

- 1) Directly downloadable research data.
- 2) Non-directly downloadable research data with restrictions, where requests for disclosure must be reviewed by the Principal before dissemination.

The Principal is responsible for assessing the content of the research data shared through the SND research data catalogue to determine the correct level of accessibility. Directly downloadable research data are Disseminated directly from SND's Storage to the requestor through the SND research data catalogue.

For research data that are not directly downloadable, the requestor must submit a request through the SND research data catalogue to access the research data. SND receives the request and forwards it to the Principal. The Principal then assesses whether the research data can be disclosed or not and informs SND of their decision. If the research data can be disclosed, SND Disseminates the research data from SND Storage to the requester. SND ensures that research data with restrictions are Disseminated in an appropriate manner.

8. Research Data that Contain Personal Information

If the Principal asks SND to Store and Disseminate research data containing personal information, a Data Processing Agreement must be drawn up between the Parties, in addition to this Service Agreement.

9. Principal's Responsibility

The Principal is responsible for:

- Ensuring that directly downloadable research data do not contain confidential information or information in need of protection;
- Ensuring that research data containing personal information are processed in accordance with the General Data Protection Regulation (GDPR);

- Ensuring that sharing Research Data with SND for Storage and Dissemination in each individual case complies with applicable legislation and any third party agreements;
- Ensuring that the disclosure of Research Data through SND's Dissemination in each individual case complies with applicable legislation and any third party agreements;
- Any claims from third parties resulting from the Research Data being Stored or Disseminated by SND.

Applicable legislation refers to, for example, the Public Access to Information and Secrecy Act (*offentlighets- och sekretesslagen* (2009:400)), GDPR, and the Act on Copyright in Literary and Artistic Works (*lag* (1960:729) *om upphovsrätt till litterära och konstnärliga verk*).

10. Subcontractors

SND has the right to, occasionally, use subcontractors to provide the services in this Service Agreement. SND is fully responsible for the subcontractors' performance during under this Service Agreement in the same way as if SND had performed the services.

11. Compensation

The Parties agree that SND shall be entitled to receive reasonable compensation for the services provided by SND under this Service Agreement. The compensation shall be based on the SND's actual costs for providing the services and shall be negotiated and agreed upon by the Parties in good faith. If the Parties cannot agree on reasonable compensation, each Party shall have the right to terminate the Service Agreement with immediate effect.

The Principal may store up to one terabyte of research data and metadata in SND CARE free of charge. If the client's intention is to store data in SND CARE over a longer term, SND will charge a fee of SEK 5,500 per year and per each additional commenced terabyte for the period 2023–2026. This fee does not apply if the storage can be considered temporary, which it does if the Principal is actively working to establish local storage to which the Principal's research data can be transferred from SND Care during the agreement period.

12. Duration of the Agreement

This Service Agreement is effective from the date it is signed by the Principal and until further notice. Each Party may, individually, terminate the Service Agreement with immediate effect or at another time agreed upon by the Parties. Prior to termination of the Agreement, the Parties shall agree on the conditions for returning the research data to the Principal.

13. Disputes

If the Principal is a Swedish government authority:

Disputes concerning the interpretation and application of this Agreement and related legal issues shall, in the first instance, be referred to negotiation between the Parties. If the Parties remain in disagreement after negotiations, the unresolved dispute shall be referred to the nearest higher-ranking Swedish government authority for resolution. Costs associated with the resolution shall be shared equally between the Parties, regardless of the outcome. However, each Party shall bear its own legal representation costs, regardless of the outcome.

If the Principal is not a Swedish government authority:

If the Principal is not a Swedish government authority, the dispute shall, in the first instance, be resolved through mediation in accordance with the rules for mediation and arbitration of the West Sweden Chamber of Commerce Board of Trustees (*Västsvenska Handelskammarens Förtroenderåds*

regler om medling), with exception of the rules on arbitration, unless either Party objects to this when a dispute arises. If a Party that is not a Swedish government authority objects to mediation, if mediation is terminated, or if mediation does not lead to a resolution of the dispute within the time specified in the mediation rules, the dispute shall instead be finally settled by a Swedish general court.

14. Additions and Amendments

Additions and amendments shall be valid only if agreed upon in writing and signed by authorized representatives of each Party.

Approval of Service Agreement on Storage and Dissemination of Research Data



As an authorized representative of the Principal, I hereby approve the terms and conditions outlined in this Service Agreement.