

# **Consignment Agreement for Permitting Access to Digital Data by the Swedish National Data Service, SND**

(This is only an explanation/translation of the Swedish agreement, *Avtal om överlämnande av data i digital form för deponering och tillgängliggörande hos Svensk nationell datatjänst*, and is in no way legally binding. DO NOT SIGN/SUBMIT THIS DOCUMENT.)

## **1. Parties to the Agreement**

Research Institute: **Organisation**

Organisation number: xxx

and

**Swedish National Data Service (SND)/University of Gothenburg**

Organisation number: 202100-3153

Relating to Data

**Name of study, your reference number  
(henceforth referred to as the Data)**

## **2. Introduction**

Data collected by the Research Institute as a step in an original research project may become an important resource for future research. The collected Data predominantly consists of digital material, which makes it necessary to safeguard and keep the Data legible over time.

## **3. Conditions for depositing data at the SND**

The agreement implies that SND acts only as depositary and that the full ownership of the data remains with the Research Institution, including intangible rights and archival responsibilities in accordance with national legislation (in Sweden, the Archives Act [Arkivlagen, 1990:782]).

Data will be kept at SND only as part of technical processing and technical storage on behalf of the research institution (as per the Swedish Freedom of the Press Act, Chapter 2 § 10) and is not to be considered official documents at SND.

Through this agreement, SND is mandated to process, and ascertain the technical integrity of, the data. Management includes migration for the purpose of long-term usability of the data.

The technical basis for deposited data at SND are specified in a separate description (see *Managing deposited research material at the Swedish National Data Service*).

#### 4. Conditions for data access provision by the SND

**The Principal Researcher/contact person** should specify the extent to which the Data can be made accessible. Select one of the options below.

Data may be accessed without prior contact between the Principal Researcher/contact person and the SND	
1a	Free access for download without registration
1b	Free access via order placement or Open Data (registration)
1c	Free access via order placement
Data access may be gained under the condition that the Principal Researcher/contact person is contacted on specified occasions/always	
2a	Permission is required from the Principal Researcher under particular conditions, please specify/give examples:
2b	Always requires permission from the Principal Researcher

#### 5. Information about the Data

If the Data are subject to confidentiality in accordance with the Swedish Public Access to Information and Secrecy Act (Offentlighets- och sekretesslagen 2009:400), this must be specified.	<i>Specify for example: The Data in question include personal information that may fall within the scope of Chapter 25 § 1 Public Access to Information and Secrecy Act and may therefore be subject to patient confidentiality requirements.</i>
If the Data include personal data in accordance with the General Data Protection Regulation (GDPR), this must be specified.	<i>Specify for example: Personal data e.g. gender, personal information, personal identity number and health care information.</i>
If the Data are subject to intellectual property prerogatives under the Act on Copyright in Literary and Artistic Works (lag [1960:729] om upphovsrätt till litterära och konstnärliga verk) or the Patents Act (patentlag 1967:837), this must be specified:	<i>Specify for example: Property ownership, terms of protection, time limitations, whether any parts of the Data are included or constitute the basis for an application for patents, trademarks or other distinctions.</i>

## **6. Information about auxiliary documentation**

The Research Institute is encouraged to dispense any auxiliary documentation in order for the Data to be as comprehensive as possible. Examples of auxiliary materials are: codebooks, questionnaires, lists of variables, publications, study reports etc.

Specify the auxiliary documentation:

## **7. Conditions for presentation of auxiliary documentation**

Specify any limitations that apply to the presentation of the auxiliary documentation of the data:

## **8. Conditions for delivery of the data**

The SND reserves the right to decide the format, software and any other conditions for delivery.

## **9. Costs**

Each Party shall bear its own costs and expenses and no additional grounds of payment or reimbursement are conferred by this Agreement.

## **10. Duration of the Agreement**

This Agreement come into effect upon signature by both Parties and applies until further notice. Each Party may terminate this Agreement with immediate effect or at any other time upon mutual agreement.

Prior to termination the Parties shall mutually agree on the conditions for returning the Data.

## 11. Dispute settlement

Disputes concerning the interpretation and application of this Agreement and related legal issues shall primarily be solved through negotiations between the Parties. If the dispute cannot be resolved through negotiation, the dispute is to be referred to the supervisory Swedish authority.

Costs incurred in connection to such proceedings shall be divided equally between the Parties, irrespective of the outcome. However, each Party stands its own costs for legal fees.

## 12. Amendments and changes

Amendments and changes must be agreed upon in writing and signed by authorised representatives of each party, in order to take effect.

## 13. Annexes to the Agreement

It is possible to attach updated agreements upon mutual written understanding by the Parties.

This agreement has been drafted in two original copies and distributed to both Parties to the Agreement.

## 14. General information

Research Institute
Department
Principal Researcher/contact person
Address
Phone no.
E-mail

### Annexes

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I certify that I have read and understood the document *Managing deposited research material at the Swedish National Data Service*.

Location and date		
	For the Research Institute	For the SND
Signature		
Name (block letters)		Max Petzold