



APPENDIX – TERMS AND CONDITIONS FOR RESEARCH, EDUCATION AND CULTURAL ACTIVITIES

Terms and conditions for the end-user's (licensee's) use of Lantmäteriet's geodata for research, education and cultural activities

Scope

Specified below are the terms that apply for the licensee's use of geodata for research, education or cultural activities. The terms and conditions apply to geodata in the form of geographical information and real property information unless otherwise stated.

The terms and conditions for research, education and cultural activities applies to activities related to formal education, non-commercial research (i.e. research where the results are public), and to cultural and library activities. Education, research and cultural activities that are operated by the public sector, and where the state or municipal authority has obtained a license for public sector end-use, may use the geodata under this license. This also applies to users that are a part of the Geodata co-operation for the public sector. In those cases a separate license for use of geodata in research, education and cultural activities is not required. The following terms and conditions shall be used for research, education and cultural activities.

Licensee's right to use geodata in research, education and cultural activities.

The licensee is granted a non-exclusive, non-transferable, right to use the geodata according to the terms and conditions specified below. The licensee is entitled to:

- Store geodata, including local storage on media outside the education institution domain (e.g. on a private laptop), to the extent necessary (however, see specific conditions below).
- Use geodata internally within the activities of the licensee.
- Process geodata products regarding coordinate transformations and file formats, add new data or remove data.
- Produce copies (paper/digital).
- Make geodata available to a third party in connection with information about the licensee's activities and publishing of research results. The external publication should be relevant for the purpose and information about the licensee's own activities shall represent the primary content of

the publication. Publishing on the Internet of geodata Services from the licensor is not allowed without a separate Agreement with the licensor.

- Make relevant geodata available on terminals or other media platforms that are publicly available in the licensee's premises in activities compliant with the license terms.
- Use geodata in publications (scientific papers / essays / reports / articles) that are result of independent work in education or research at basic and advanced levels. The result of the licensee's own work should represent the primary content of the publication.
- Use geodata in cooperation projects between authorities and/or other of public bodies in connection with activities related to research, education and cultural work. The use requires that all parties involved in such cooperation either have their own license or a subcontractor agreement signed for a specific task. In collaboration with foreign partners for non-commercial research and / or formal education and / or cultural activities, the licensee can sign a subcontractor agreement with the foreign party. If a subcontractor agreement is signed, the foreign partner doesn't need a license. For allowed use of geodata under a subcontractor agreement, see below.
- The licensee may grant the right to use geodata according to the terms of the license agreement to subcontractors to carry out projects / tasks on behalf of the licensee. The licensee shall inform the subcontractor of the conditions associated with the assignment. The subcontractor has no right to grant further rights, nor the right to use the geodata in activities other than described in the agreement.

Limitation of the right to use geodata

- Geodata products shall not be made available beyond what is specified above.
- The licensee may not make unprocessed or processed geodata available to a third party through download.
- When publishing geodata products on the internet the licensee is not allowed to make the geodata possible to download or to store in vector format.
- When publishing geodata on the internet, the geodata must be published in a raster format, such as .gif, .jpeg or -.pdf format. Vector data may be used to produce raster images for publishing.
- Geodata must not be sold for money or made available to third party in exchange for other commodities or services.
- The licensee cannot make unprocessed or processed geodata available for a third party to process.

Specific usage conditions

- For viewing services providing geographic information it is only permitted to download images temporarily in order for the service to work optimally in a GIS system or equivalent.

- Real property information, including personal data, is only allowed for users approved by Lantmäteriet after a review in accordance with the Real Property Register Act (2000:224) and according to other terms Lantmäteriet may have imposed with regards to security and integrity.
- Storing and/or processing of real property information outside of EU/EEA is only permitted after approval from Lantmäteriet in a separate decision, and in accordance with any terms, requirements and conditions concerning protection of integrity, security, intellectual property rights etc. imposed by Lantmäteriet in such a decision.
- Storing and/or processing of real property information by using external suppliers for storage and/or processing is only permitted after approval from Lantmäteriet in a separate decision, and in accordance with any terms, requirements and conditions concerning protection of integrity, security, intellectual property rights etc. imposed by Lantmäteriet in such a decision.

Obligations of the licensee

- When geodata is published or made available to third parties it should be clearly stated by displaying "© Lantmäteriet" that Lantmäteriet under the Act (1960:729) on Copyright in Literary and Artistic Works holds the intellectual property rights.
- The licensee shall take adequate measures to prevent Lantmäteriet's geodata from being used improperly (in breach with the license terms). The Licensee shall ensure that only those authorized personnel within their own organization have access to the information, i.e. those who require it for their professional practice.
- The user shall take adequate information security- and IT-security measures in the use of geodata in accordance with the license agreement. The security measures must be in line with the protection value of the information. In the case of lifecycle management, development or other measures of the IT environment, where Lantmäteriet's information is processed, the applications must be tested or verified before they are put into operation. This is to ensure that the information, for example, is not distorted or made available to unauthorized persons.
- In the event of an incident, the Licensee shall immediately contact geodatasupport@lm.se (office hours) or the Officer on standby (outside of office hours) telephone 0771-800 900 in cases where knowledge is obtained of cases or suspected cases where geodata is used unauthorizedly or unauthorized. Measures must be taken promptly to prevent unauthorized access and minimise any damage/risk.
- The licensee shall promptly notify Lantmäteriet of any claim for compensation from a third party due to alleged infringements by Lantmäteriet's geodata or geodata services on any third party intellectual property rights.

Obligations of Lantmäteriet

If a third party makes claims or take actions against the licensee under the claim that Lantmäteriet's geodata, or its use in accordance with this agreement infringes the rights of third parties, Lantmäteriet shall at its own expense provide the licensee reasonable assistance.

Disclaimer

Lantmäteriet disclaims all responsibility for errors, delays, interruptions or other failures, which may occur in the technical running and thereby disturb the accessibility of geodata, unless this has been caused by gross negligence of Lantmäteriet. Furthermore, Lantmäteriet undertakes no responsibility for errors or failures of any kind that may arise due to the technical solutions or software that the end user utilizes for accessing the geodata. Lantmäteriet also disclaims all responsibility for damage or any kind of other inconvenience that may occur as a consequence of the use of geodata alone or combined with other information. Lantmäteriet disclaims all responsibility for errors in or changes to the geodata that may occur after delivery/distribution to the end user, or where the information is beyond Lantmäteriet's control.

General data protection regulation

Geodata may constitute personal data using the definition of the regulation (EU) 2016/679 of the European parliament and of the council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), and the geodata product may not be handled in violation of this regulation or supplementary Swedish legislation.

Act on protection of geographic information

The act (2016:319) and ordinance (2016:320) on protection of geographic information includes requirements of special permission for dissemination of geographic information collected from aircraft by photography or similar registrations. Geodata shall not be processed in violation of the act or the ordinance on protection of geographic information.

Termination of the license agreement

The licensee cannot use geodata after termination of the Agreement. The licensee must therefore immediately upon termination of the agreement ensure that all geodata and copies of these that any party has received under this Agreement is deleted from all storage media, destroyed in some other way or returned to Lantmäteriet or to a representative of Lantmäteriet at the latest at the time of termination of the agreement. This does not apply if the licensee is legally obliged to preserve copies or similar which have been created by the obtained geodata.