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| **To be filled in by Lantmäteriet**Customer number:Registration number: |

**Licence Agreement for the Use of Geodata for Research, Education and Cultural Activities**  **Appendix 4 to the Agreement for the Provision and Use of Geodata for Research, Education and Cultural Activities**



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1. Purpose

This License Agreement is intended to provide access to compiled geodata from Lantmäteriet and the Geological Survey of Sweden (SGU) for use under the category of use called Research, Education and Cultural Activities.

This License Agreement gives the right to use geodata as specified in the Products and Services Appendix, Appendix 1, for research, education and cultural activities. The Licensors according to this License Agreement are Lantmäteriet and the Geological Survey of Sweden SGU.

This License Agreement has been signed by Lantmäteriet in its capacity as geodata coordinator on behalf of all the Licensors.

1. Parties

The parties to this Agreement are Lantmäteriet and the Geological Survey of Sweden (SGU), these being the Licensors which are represented by the geodata coordinator

Lantmäteriet, Division Geodata, 801 82 Gävle, organisation number 202100-4888 and

**Licensee** (name and address)

Name of organisation:

Address:

Post code, postal town and country:

**Invoice address** (if not that given above)

Invoicing address:

Address:

Post code, postal town and country:

**Organisation number or VAT number**

Organisation number or VAT number:

**Contact person(s) for the Licensee**

Contact person 1:

Contact person 2:

**Contact person’s e-mail address**

E-mail address contact person 1:

E-mail address contact person 2:

**Enter activity**

The Licensee guarantees that use is intended for the following activity; see Appendix 2 Definitions, for the definitions of the terms research, education and cultural activities (tick the appropriate box):

[ ]  Research
[ ]  Education
[ ]  Cultural activities

1. Contact points for the Licensors

Lantmäteriet: geodatasupport@lm.se

The Geological Survey of Sweden kundservice@sgu.se

1. Appendices to Licence Agreement

This License Agreement contains of following Appendices.

1. Products and Services Appendix, which is available on geodata.se
2. Definitions
3. Licensing Terms and Conditions for Research, Education and Cultural Activities
4. Charges

The License regarding geodata specified in the Products and Services Appendix, Appendix 1, is free of charge for the Licensee. The geodata coordinator shall notify the Licensee of planned changes to the charge four months in advance if these mean the Licensee will have a payment obligation.

Manual delivery of large amounts of data or entire databases directly from the Licensor may incur delivery charges. This also applies to delivery in ways other than delivery per semester of compiled data to a Licensee not connected to SWAMID. Such delivery charges shall be paid by the Licensee. See also section 1.2 of the Products and Services Appendix. Contact the designated contact point for each Licensor in the case of queries relating to such a charge.

1. Licensing Terms and Conditions for Research, Education and Cultural Activities

This License Agreement gives the Licensee the right to use the geodata specified in the Products and Services Appendix, Appendix 1, in accordance with the following:

• Licensing terms and conditions for research, education and cultural activities as described in Appendix 3

Where there are specific conditions in addition to those given in the Licence Agreement for Research, Education and Cultural Activities, these are stated in the Products and Services Appendix. Specifics conditions may be e.g restrictions due to regulations or delivery restrictions.

1. Disclaimers

The Licensor disclaims all liability for errors, delays, interruptions or other problems or disruption that may arise in the technical operation and thus in the access to the geodata service, unless this is not the result of gross negligence on the part of the Licensor. The Licensor takes no responsibility either for mistakes that may arise as a result of the technology or software used by the user to gain access to the geodata product via the distribution service.

The Licensor also disclaims all responsibility for damage or other forms of inconvenience that may occur as a consequence of the use of geodata separately or together with other information. The Licensor disclaims all responsibility for mistakes or changes to the geodata once it has been delivered/distributed on the part of the Licensor or SLU to the Licensee or when the information has become beyond the Licensor’s control.

1. The Licensee’s obligations
	* + The Licensee shall take reasonable measures to prevent unauthorized use of the Licensor’s information/property. The Licensee is responsible for ensuring that students, teachers, researchers etc. who have completed their studies or left their post are no longer registered as authorised users.
		+ Where the geodata product is made available, it should be clearly stated that the Licensor is entitled under the Act (1960:729) on Copyright in Literary and Artistic Works to protect the geodata product as follows: “© Licensor’s name”
		+ The Licensee undertakes to inform the Licensor without delay of a third party’s demand for compensation where this is based on the assertion that the Licensor’s geodata or geodata services are infringing on the third party’s intellectual property rights.
		+ The Licensee undertakes to inform the geodata coordinator as soon as possible of planned changes to the activity that concern these terms and conditions, including any change of contact person(s).
		+ The Licensee’s development and test shall take place in the Licensor’s verification environment if such exists.
		+ The Licensee may not carry out performance tests without having first consulted the contact person for the Licensor.
		+ The Licensee is responsible for ensuring that all those given access to a login identity also receive information on the terms and conditions of use that apply according to this Licence Agreement.
		+ The Licensee is responsible for ensuring that login details for the geodata product are protected to avoid unauthorised use.
		+ The Licensee is responsible for staying updated on any changes made to geodata products. Such information is obtained via the Licensors’ websites.
2. The Licensor’s obligations

If a third party presents a claim or institutes legal proceedings against the Licensee on the assertion that the Licensor’s geodata or its use in accordance with this Licence Agreement is infringing on the third party’s rights, the Licensor in question shall at their own expense provide the Licensee with a reasonable amount of assistance in connection with such a claim or proceedings.

1. Force majeure

The parties shall be exempted from their obligations arising from the Licence Agreement in those cases where circumstances lie beyond the parties’ control. Each party has the right to terminate the Licence Agreement, either in part or in whole, where such circumstances are of lasting effect. Termination shall be preceded by giving notice of termination in writing, stating the reason(s).

1. Disputes

Disputes where both parties are public authorities shall be resolved through negotiation between the parties to the dispute. Other disputes shall be settled in a Swedish court of law. Swedish law applies to all matters relating to the Agreement.

1. Additions and changes

Additions to and changes in the Licence Agreement including Appendices shall be made in writing by the geodata coordinator and the Licensee shall be notified in writing (including e-mail). Additions and changes come into force four months from the date when the Licensee has been notified of the terms and conditions. The Licensee has the right to cancel the Licence Agreement while observing the three-month period of notice if the additions are not approved.

1. Termination of the Licence Agreement

On termination of the Licence Agreement the following applies:

The geodata products that have been available to the Licensee under the Licence Agreement may be retained by the Licensee for use in perpetuity, provided that the terms and conditions of use that applied at the time the geodata was downloaded from the distribution service or was delivered by the Licensor are followed; that is, the terms and conditions of this Licence Agreement.

1. Unauthorised use of geodata

Where the use of geodata is in breach of the terms and conditions of the Licence Agreement, the Licensors have the right to block the Licensee’s access to geodata until such time that the Licensee has carried out an investigation, identified the misuse and taken appropriate measures.

1. Supply and distribution

Login details for geodata services and the conditions for access to geodata are provided in the Products and Services Appendix.

1. Period of validity and notice of termination

This Licence Agreement is valid from date on which the parties sign the Licence Agreement, and is valid until 31 December 2020. The Licence Agreement will be extended automatically by one (1) year at a time if it is not terminated in writing by one of the parties no later than three months before the expiry of the Licence Agreement.

Either party may terminate the Licence Agreement without stating any reason if they do this within the three-month period of notice.

Either party has the right to terminate the Licence Agreement with immediate effect where the other party is in breach of contract, and where rectification upon written request has not taken place within a reasonable amount of time.

Two (2) copies of this Licence Agreement have been drawn up, one for each party.

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Place and date Place and date

On behalf of Lantmäteriet On behalf of the Licensee

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Signature

Suzana Velevska Skarin \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Clarification of signature

# Appendix 1 Products and Services Appendix

Adjustments may be made in this Appendix and the current Appendix published on geodata.se

# Appendix 2 Definitions

The terms stated in this Agreement are defined as follows:

***Research*** refers to non-commercial research where the results are of public interest and will be made more widely available or published irrespective of the form of organisation for undertaking the activity through which the research is conducted. Company research whose purpose is to promote the relevant company’s own business activities is not covered. Local history research or genealogy which is conducted by non-profit associations or private individuals is not covered.

***Education***refers to formal education that comes under the Ministry of Education and Research or the Ministry of Enterprise and Innovation. This is offered by colleges/universities and primary, lower secondary and upper secondary school services run either by the municipal authority or as a private or independent school. Folk high schools and higher vocational colleges are also considered to be educational insitutions. Courses that are offered by companies whose business idea is to arrange targeted training for an individual company or organisation or to train users in specific software or the equivalent are not covered.

***Cultural activity*** refers to a permanent activity that is made available to and of benefit to the general public and relates to

* theatre, dance and music,
* museums,
* library services,
* the promotion of art and culture,
* regional private archive services,
* film culture and
* the promotion of arts and crafts

***Geodata*** refers to data that describes features including their geographic location. A geographic location is specified either directly or indirectly in a geodetic reference system. Geographic information and geogra­phic data are synonyms for geodata. Geodata can be measured, calculated, estimated or stated in another way. Geodata in the form of prognosis is not covered. For example, geodata can include map data as well as register data regarding buildings, lakes, roads, vegetation and population. *Source: SIS Termdatabas Ekvator*. The geodata covered by the Licence Agreement is specified in the Products and Services Appendix.

***Geodata product***refers to a product containing geodata or a service that makes available and manages geodata.

***Geodata services*** refers to the password-protected services for direct access which the Licensee has the right to use, in addition to retrieval via the distribution service, and which are provided by the Licensors.

***Authorised users***, unless stated otherwise, refers to staff, students and researchers who are registered with the Licensee as well as agency staff or borrowed staff who are carrying out assignments related to the activity on the organisation’s premises or on the organisation’s media channels.

***Contractor*** refers to a consultant, business owner or other person who is engaged by the Licensee to carry out an assignment on the Licensee’s behalf, such as developing an application etc.

***Party*** refers to both the Licensee covered by this Licence Agreement and the geodata cordinator, Lantmäteriet.

***Third party*** refers to an external party who does not fulfil the definition of contractor.

***Geodata coordinator***refers to Lantmäteriet.

***Distribution service*** refers to the technical solution that distributes geodata covered by this Licence Agreement and supplied to authorised users at universities and colleges connected to SWAMID within SUNET. The solution for universities and colleges also includes a proxy server for the Licensors’ password-protected geodata services that permit its use in the Internet domain of each Licensee without requiring authorisation via SWAMID.

***Licensor*** refers to the public authorities that according to this Licence Agreement shall provide geodata products to authorised users in research, education and cultural activities.

***Licensee*** refers to the party that signs this Licence Agreement and the authorised users who are linked to the Licensee’s activity as employers, students, teachers or researchers.

# Appendix 3 Licensing Terms and Conditions for Research, Education and Cultural Activities

The Licensee is given a non-exclusive, non-transferable right to use the specified geodata in the Products and Services Appendix, Appendix 1, for non-commercial research and/or education and/or cultural activities as follows:

The Licensee may

* Use the geodata internally as part of the Licensee’s activity, such as producing copies (on paper/in digital form)
* Store geodata, including locally on the Licensee’s own media channels outside the educational institute’s domain (e.g. on a personal computer), to the extent necessary for its use (see, however, the points stated below under special terms and conditions of use)
* View geodata to a third party in connection with information on the Licensee’s activity and in order that the research results are of benefit. The external viewing shall be relevant to the purpose. Own information shall be the primary intention when publishing the material. Before anything that contains geodata services from the Licensor is put on public viewing on the Internet, a separate agreement shall always be entered into with the Licensor for the service in question
* Viewing relevant geodata on terminals or other media platforms that are available to the public in the licensee’s premises in activities compliant with the license terms an conditions.
* Use the geodata as an illustration when publishing the results (papers/reports/articles) of work carried out independently during a period of study at undergraduate and postgraduate level, in academic dissertations and in research work. The primary content of such work shall be the user’s own results.
* Use the geodata in collaboration with authorities and/or actors who carry out public tasks or in collaboration with those running an activity that involves research, education or cultural activities. Such use requires all the actors involved in such a collaboration to have their own licence for the use in question or to sign an agreement with a contractor for a specific assignment. Where the collaboration involves a foreign party for non-commercial research and/or formal education and/or a cultural activity, the Licensee may draw up an agreement involving the contractor and the foreign party. As regards the contractor’s use of licensed geodata, see the point below. If such an agreement is signed, it is not necessary for the foreign party to have their own licence.
* The Licensee may grant the contractor the right to use the geodata in accordance with the Licence Agreement to fulfil tasks on behalf of the Licensee. The Licensee shall inform the contractor of the terms and conditions attached to the granting of such right. The contractor is not entitled to grant third parties these rights, and is not entitled to use geodata granted to the contractor by way of an activity other than that covered by the task.

**Restrictions to right of use**

* The Licensee may not make unprocessed or processed geodata available by downloading it on behalf of a third party.
* There shall be no possibility of downloading in vector format geodata that is viewed on the Internet. This restriction also applies to the table information in processable form.
* Geodata that is viewed on the Internet shall be viewed in merged raster format, such as GIF, JPEG or PDF format. Vector data may be used for generated raster images for publication.
* Making geodata available in accordance with the licensing terms and conditions may not be done for payment or the equivalent.
* The Licensee may not make geodata available for a third party in any way other than that stated above.