

# Terms and conditions for research, education and cultural activities

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## 1. General

1.1. Lantmäteriet provides the licensed geodata products *Nedladdning – uttag* (Download – once) and *Nedladdning – abonnemang* (Download – subscription) through Lantmäteriet's Customer Portal. In the Customer Portal the end-user (Licensee) can order these geodata products.

1.2. For Lantmäteriet to provide licensed geodata products through the Customer Portal, a license agreement is entered into between Lantmäteriet and the Licensee regarding Lantmäteriet's provision of geodata and Licensee's use of the licensed geodata products (the License Agreement).

1.3. These terms and conditions are part of the License Agreement and relate to the Licensee's commercial end-use of the licensed geodata products (License terms).

1.4. The Delivery note and product specification included in Lantmäteriet's confirmation of Licensee's order (Delivery note and product specification) is also a part of the License Agreement.

1.5. In addition of terms defined in the License Agreement, the Appendix [Definitions \(pdf\)](#) describes definitions and terms used in other agreements applied by Lantmäteriet.

## 2. Research, education and cultural activities

2.1. 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.

## 3. Supply of geodata products

3.1. Lantmäteriet undertakes, in accordance with the terms of the License Agreement, to provide the Licensee with licensed geodata products according to delivery note and product specification (geodata products).

## 4. License

4.1. The licensee is granted a non-exclusive, non-transferable, right to use the geodata products as follows (the License):

4.1.1. Use geodata products internally within the activities of the organization.

4.1.2. 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 4.2.7 below).

4.1.3. Process geodata products regarding change of file formats, addition of new data or removal of data.

4.1.4. Produce copies (paper/digital).

4.1.5. Show geodata 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 of the licensee's publishing 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.

4.1.6. Show relevant geodata on terminals or other media platforms that are publicly available in the licensee's premises in activities compliant with the license terms.

4.1.7. Show 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;

4.1.8. Use geodata in cooperation projects between authorities and/or other 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 4.1.9 below.

4.1.9. The licensee may grant subcontractors the right to use geodata according to the terms and conditions of the License Agreement when the subcontractors is hired to carry out assignments on behalf of the licensee. The licensee shall inform the subcontractor of the terms and conditions associated with the assignment. The licensee shall ensure that the subcontractor undertakes to use the Geodata products only in accordance with Annex [Contractor's commitment \(pdf\)](#). The subcontractor has no right to grant further rights, nor the right to use the geodata in activities other than included in the assignment.

## 4.2. The license is limited as follows:

- 4.2.1. Geodata products shall not be made available to third parties beyond what is specified above;
- 4.2.2. The licensee may not make unprocessed or processed geodata available for a third party through download;
- 4.2.3. Geodata products must not be sold for money or made available to third party in exchange for other commodities or services;
- 4.2.4. The Licensee may not make unprocessed or processed geodata products possible for a third party to process;
- 4.2.5. Real property information, including personal data, is only allowed for those licensees and purposes 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;
- 4.2.6. 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 licensed geodata product may not be processed in contravention of this regulation or supplementary Swedish legislation;
- 4.2.7. 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.
- 4.2.8. 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.

## 5. Obligations of the Licensee

- 5.1. 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.
- 5.2. The licensee shall take appropriate measures to prevent Lantmäteriet's geodata from being used improperly (in breach with the license terms).
- 5.3. The user shall take appropriate information security- and IT-security measures in the use of geodata in accordance with the License Agreement.

5.4. 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.

## 6. Obligations of Lantmäteriet

6.1. 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 License Agreement infringes the rights of third parties, Lantmäteriet shall at its own expense provide the licensee reasonable assistance.

## 7. Disclaimer

7.1. Lantmäteriet disclaims all responsibility for errors, delays, interruptions or other failures, which may occur in the technical services and thereby disturb the accessibility of geodata products, 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 products. Lantmäteriet also disclaims all responsibility for damage or any kind of other inconvenience that may occur as a consequence of the use of geodata products alone or in combination with other information. Lantmäteriet disclaims all responsibility for errors in or changes to the geodata products that may occur after delivery/distribution to the end user, or where the information is beyond Lantmäteriet's control.

## 8. Fees

8.1. Lantmäteriet's geodata products are provided against license fee paid by the Licensee.

8.2. License fees are based on the fees for basic geographical information and real property information as well as geodesy and mortgage deeds system (LMFS) at the time the License Agreement is entered into force, and are adjusted in accordance with current LMFS.

8.3. Current LMFS is available at [Lantmäteriet's website](#).

## 9. Credit reports

9.1. Lantmäteriet retrieve credit and solvency information of customers, when the order exceeds 10 000 SEK

9.2. If Lantmäteriet assess that the Licensee are not creditworthy to get 30-day credit invoice, Lantmäteriet can instead offer advance payment as an alternative.

9.3. If new order is submitted within three months, no new credit and solvency report is obtained.

## 10. Cancellation right for consumers

10.1. The Distance and Doorstep Sales Act (2005:59) gives consumers a certain right to withdraw from agreements that have been entered into at a distance (cancellation right). However, Lantmäteriet may, before the end of the cancellation period, begin the delivery of a service or the preparation of a product which requires client-specific adjustments, unless the client has explicitly opposed this. In such cases, there is no cancellation right.

## 11. Invoicing

11.1. License fees are paid in accordance with the terms and conditions stated in the invoice. Payment shall be made within 30 days of the invoice date. Overdue payments incur a default fine and default interest on overdue payment in accordance with the Interest Act (1975:635).

11.2. Legislated taxes and fees are also added.

## 12. Delivery

12.1. Normal delivery time is 5 working days.

12.2. Other delivery times may be agreed upon.

12.3. If Lantmäteriet is unable to deliver on time, or recognizes that delays may arise, it should without delay notify the recipient in writing and state the reason for the delay and, if possible, specify an estimated time of delivery. If such a notification has been sent, Lantmäteriet is not liable for delayed deliveries.

12.4. Incorrect deliveries are re-delivered immediately at no additional cost. Such complaints should be submitted to Lantmäteriet within 30 days of receiving the delivery.

12.5. Delivery fees are calculated in accordance with the current LMFS, which is available at [Lantmäteriet's website](#). The delivery fee includes checking the order, selecting and collating data, and delivery.

## 13. Personal data processing

13.1. Prior to Lantmäteriet's entering into agreement on supply of geodata and the licensee's use of geodata products, the licensee may need to provide certain personal data (e.g. name, address, personal identity number). Corresponding data may be required from legal entities as well (name, address and corporate identity number).

13.2. When collecting personal data Lantmäteriet has to provide certain information to the data subject. This information can be found at [Lantmäteriet's website](#) or by contacting our customer service at 0771-63 63 63.

## **14. Period of validity and termination**

**14.1.** The License Agreement regarding *Nedladdning – uttag* is valid from the date Lantmäteriet confirmed the order from the Licensee until further notice. Lantmäteriet and the Licensee respectively has the right to terminate the License Agreement in writing concerning onetime fee without giving any reason with at least two (2) months' notice.

**14.2.** The License Agreement regarding *Nedladdning – abonnemang* is valid one year from the date Lantmäteriet confirmed the Licensee's order and then automatically extended one year at a time, provided that Lantmäteriet and the Licensee respectively have not terminated the agreement in writing not later than two (2) months before the expiration of the current contract period.

**14.3.** Lantmäteriet and the Licensee respectively have the right to terminate this agreement immediately in cases of significant breaches of contract. Examples of significant breaches include:

- delay of payment for more than 30 days after a written reminder has been received by the Licensee;
- use of geodata products or sharing access to geodata products in breach of the terms and conditions and/or decision, and the breach has not been duly rectified upon request.

**14.4.** Lantmäteriet has the right to terminate the License Agreement with immediate effect if the Licensee is declared bankrupt, if liquidation proceedings or composition arrangements have begun, or if the licensee has otherwise been found insolvent.

**14.5.** Lantmäteriet has the right to terminate the License Agreement with immediate effect when formal decisions by government authorities make this necessary.

## **15. Implications of termination**

**15.1.** After expiration of the License Agreement, the Licensee has the right to use the geodata products received, with no limitation in time provided that the use is carried out in compliance with section 4 and 5 in the License Agreement. If the use is not in compliance with those terms and conditions, the Licensee has no right to further use the geodata products and all copies, in whatever medium for storage, shall be deleted.

## **16. Changes and additions**

16.1. Lantmäteriet holds the right to make changes and additions to the terms and conditions and its annexes without consulting the Licensee. Current general terms and conditions are always available at [Lantmäteriet's website](#) and in Lantmäteriet's Customer Portal.

16.2. Other changes and additions to the License Agreement than specified in section 15.1 shall be made in written additions to the License Agreement and signed by both parties to be valid.

## **17. Force majeure**

17.1. Lantmäteriet and the Licensee respectively are not liable to follow the License Agreement in case circumstances beyond their control prevent them from doing so.

17.2. Lantmäteriet and the Licensee respectively have a right to cancel the License Agreement, in part or in full, if circumstances such as those in section 16.1 are, or becomes, permanent. Cancellation shall be preceded by a written statement of termination, with a stated reason for the cancellation.

## **18. Dispute**

18.1. Disputes regarding the interpretation and application of the License Agreement shall be settled by a Swedish court. The License Agreement is subject to Swedish legislation.

18.2. Should disputes arise relating to interpretation of the contents of the License Agreement, the Swedish version shall prevail.