

General Terms & Conditions for Secure Environments on the AIDA Data Hub Data Science Platform

1 Secure Environments on the AIDA Data Hub Data Science Platform

- 1.1 AIDA Data Hub is an e-infrastructure for research and clinical innovation in data driven precision health, with a base in multi-modal diagnostics and medical imaging AI. We offer data, services, compute and storage resources, and advanced support to researchers, industry, and caregivers of national significance. AIDA Data Hub is hosted by the Linköping University Center for Medical Image Science and Visualization (CMIV).
- 1.2 AIDA Data Hub operates a Data Science Platform (DSP) where customers can access Secure Environments for private processing of data using services and virtualized storage- and compute resources. Customer means the legal person, public authority, agency or other body at which a user has its employment, or under who's authority a user is acting. User is the natural person (normally a researcher) using the resources named in 1.1. Customers ensure that only Users who have accepted these Terms and Conditions are granted access to their Secure Environments. Customers ensure that Users receive appropriate training for the processing in each Secure Environment before being granted access.
- 1.3 The following General Terms & Conditions applies for all the User's use of the Customer's Secure Environments at the DSP and during all time that the infrastructure is used to process data. 1
- 1.4 The Secure Environment is specified in the agreement between LiU and the Customer. These General Terms and Conditions shall be an appendix to that agreement.

2 Access

- 2.1 The DSP is mainly intended for research infrastructure access on regional, national and international level. External Users may use spare capacity. In case of limited resources on the DSP, existing allocations are given priority.
- 2.2 Accepted Users of the DSP need to register an account with one of the identity services used by DSP prior to getting access (currently Life Science Login).

3 Terms of use

- 3.1 The Secure Environments may only be used for the intended purpose and in accordance with the explicit instructions to the User set out by the Customer.
- 3.2 The User is responsible for collecting and saving data files as advised by the Customer and for removing such files from the Secure Environment when it is taken out of use by the Customer. AIDA Data Hub has no responsibility of any kind for any data left in the Secure Environment after it has been taken out of use by the Customer.
- 3.3 All accesses to the DSP and Secure Environments will be logged.

4 Payment

- 4.1 DSP and Secure Environment services are provided at a cost. The User is responsible for obtaining Customer approval of such costs prior to use of services.
- 4.2 Payment shall be made for the use of the instrument in accordance with Section 4 avgiftsförordningen (1992:191), and förordning (2022) om avgifter för forskningsinfrastruktur. The at any time applicable price list is available on the AIDA Data

Hub website, at <https://datahub.aida.scilifelab.se/services/>. AIDA Data Hub reserves the right to revise the price list once per year.

- 4.3 Payments shall be made by bank transfer within 30 days of the date of the invoice. LiU reserves the right to apply fees for payment reminders. Interest shall be accrued upon delayed payment. Interest on overdue payment will be charged in accordance with Section 6 Swedish Interest Act (1975:635).

5 Confidentiality

- 5.1 Secure Environments, and data stored within them, are kept separated. Use of Secure Environments does not imply transfer of rights of any kind.
- 5.2 In the event of information exchange between AIDA Data Hub and the User the following applies.
- 5.3 "Confidential Information" refers to information that the transferring party has supplied the recipient within the scope of the use of the Secure Environments and that has been clearly identified as Confidential Information; or if supplied verbally, was stated to be Confidential Information at the time of disclosure. The transferring party must obtain clear written permission from the receiving party before transmitting the Confidential Information.
- 5.4 The disclosing party undertakes to only disclose Confidential Information required for the performance of the task to be undertaken at the AIDA Data Hub.
- 5.5 The receiving party undertakes not to make use of Confidential Information for any purpose other than for performing tasks within the scope of the AIDA Data Hub or to disclose Confidential Information to third parties without the prior written approval of the party supplying the information.
- 5.6 The receiving party shall take all reasonable steps to ensure that the confidential nature of the Confidential Information is not jeopardized. The receiving party may only disclose Confidential Information to employees and other persons engaged by a party for the performance of tasks within the scope of the AIDA Data Hub who needs the information in order to carry out the task. The receiving party is responsible for ensuring that persons who have received Confidential Information comply with the provisions of this Agreement.
- 5.7 These confidentiality and non-use obligations do not apply to information; that was public knowledge at the time of disclosure or subsequently becomes public knowledge by means other than breach of these General Terms & Conditions; that was already in the possession of the recipient prior to its disclosure by the transferring party; that the receiving party duly became aware of independently from the transferring party; and/or that a party is required to disclose under applicable law or regulation, or the order of a court of competent jurisdiction.
- 5.8 What is set out in this Article regarding confidentiality and non-use shall survive the expiry or termination of these General Terms & Conditions and shall remain in full force and effect for three (3) years after the Confidential Information was generated.

6 Technical Support

- 6.1 The AIDA Data Hub may, subject to availability, assist in preparing and handle Secure Environments, and offer advice on their use. The AIDA Data Hub role is not to perform the processing using the Secure Environments. The User must have obtained the required training as stated in 1.2 and the acceptance as stated in 4.1, to use the Secure Environment.

7 Results, etc

- 7.1 All data, results or other information generated as part of the use of the instrument shall be the sole property of the User.
- 7.2 At the AIDA Data Hub pre-existing knowledge, technology, know-how, techniques etcetera which was developed or reduced to practice by AIDA Data Hub prior to the date of the Users acceptance of the General Terms & Conditions or entirely outside the scope of the Users use of the DSP remain the sole property of the AIDA Data Hub.

8 Personal data

- 8.1 LiU will have a record of all Users with access to the DSP, in accordance with the DSP privacy policy which is available through the AIDA Data Hub website at <https://datahub.aida.scilifelab.se/policy/dsp-privacy-policy/>