

## GENERAL TERMS AND CONDITIONS FOR RESEARCHERS' ACCESS TO AND USE OF

### THE FACE OF AIDS FILM ARCHIVE – LEVEL 2

#### 1 BACKGROUND

- 1.1 The Swedish filmmaker and journalist Staffan Hildebrand has documented the global impact of the AIDS epidemic. He has interviewed doctors, researchers, AIDS activists, people infected with HIV and others with experience of HIV and AIDS. He has shot film at conferences, hospitals and laboratories and on the street in more than 40 countries, resulting in over 700 hours of film. This material has been assigned to Karolinska Institutet ("KI") and brought together in the *Face of AIDS Film Archive* in order to make it available to researchers, students and others who are interested in understanding the spread of the disease and its impact on society.
- 1.2 These general terms and conditions ("**Terms and Conditions**") set out the terms and conditions that shall apply for access to and use of the Face of AIDS Film Archive with personal, partial access over Internet ("**the Archive - Level 2**").

#### 2 APPLICATION FOR ACCESS TO THE ARCHIVE – LEVEL 2

- 2.1 Access to the Archive - Level 2 can be granted on application by an individual user with an appropriate purpose ("**the User**"). The application to KI has to contain a description of the purpose. In addition, the information and documents that KI considers necessary shall be attached to the application. The application is addressed to [faceofaids@ki.se](mailto:faceofaids@ki.se) or to the function specified by KI as being responsible for handling such an application at any particular time.
- 2.2 If KI grants access to the Archive – Level 2, the User shall enter into an individual agreement ("**Researcher Undertaking**") with KI. These General Terms and Conditions are an integral part of the Researcher Undertaking.

#### 3 SECURITY

- 3.1 The User must not try to circumvent the security system that is in place or try to breach the Archive's security. The User must not use the Archive - Level 2 in a way that can harm, place out of order, overload or impair the Archive - Level 2 or access to it for the User personally or for others.

- 3.2 When the Researcher Undertaking is entered into, KIB is notified that the User is to be given access to the Archive – Level 2. KIB assigns the User the authorisation and the login details required to obtain access to the Archive – Level 2.
- 3.3 The User is responsible for storing the login details assigned in a safe way and for ensuring that no one else gains access to the login details, or the Archive – Level 2. The User may never allow another person to use the User's login details. If someone wrongfully gains access to the User's login details, the User shall immediately notify KI and KIB by phone and email, [faceofaids@ki.se](mailto:faceofaids@ki.se).

#### **4 PROCESSING OF PERSONAL DATA**

- 4.1 KI will process the User's personal data. This will be done in the first place to enable KI to give the User access to the Archive - Level 2 and to maintain security around it. In addition, KI will save personal data about the User for archive and statistical purposes.
- 4.2 The personal data that may be processed are personal data supplied directly or indirectly by the User to KI by applying for access to the Archive – Level 2. KI will process the User's personal data during the period when the User has access to the Archive - Level 2 and also thereafter for archive and statistical purposes.
- 4.3 By entering into this Researcher Undertaking with KI the User consents to KI's processing of personal data as described above. The User has the right to obtain, on making a written request to KI, information about what personal data KI has registered about the User and how this data is being used. The User also has the right to request that KI corrects or removes data about the User.

#### **5 INTELLECTUAL PROPERTY RIGHTS**

- 5.1 The material in the Archive - Level 2 is protected by Swedish copyright legislation. The User's right to access the Archive - Level 2 under the Researcher Undertaking and these General Terms and Conditions does not mean that the User has any right of ownership or use at all or any other right whatsoever to the material in the Archive – Level 2.
- 5.2 The User may only use the Archive - Level 2 for the purpose stated in the Researcher Undertaking. The User must not make use of the Archive – Level 2, or parts of it, in contravention of copyright legislation, other applicable legislation, the Researcher Undertaking or these General Terms and Conditions. This means, for instance, that the User must not duplicate, assign, sell, transfer, download or make the Archive - Level 2 available to some other person – in full or in part, to researchers or the general public or some other person – irrespective of purpose. However, this does not apply to material that KI or Staffan Hildebrand themselves make public. An action taken by the User in contravention of this provision shall always be deemed to be a material breach of contract

and give KI the right to give notice of the immediate termination of the Researcher Undertaking, thereby ending the User's access to the Archive – Level 2.

- 5.3 The User shall provide KIB with a free copy of the material published by the User as a result of their access to the Archive – Level 2. The User shall give KI a free, irrevocable, universal and everlasting right to use and refer, for research and education and for information purposes, to the reports, articles, dissertations and other material made public as outcomes of the access to the Archive – Level 2, including the right to copy and grant such material to a third party.

## **6 PUBLICATION**

- 6.1 If the User will present and publish research results (including but not limited to presentations at symposia and publications in the form of, for example, reports and articles in journals and dissertations). Such publication shall take place in accordance with good academic practice and taking account of the restrictions set out in the Researcher Undertaking and these General Terms and Conditions.

- 6.2 If the User wishes to present or publish information from the Archive - Level 2 in any way, KI shall always have the right to go through the draft for 30 days before the manuscript of an intended article or presentation is submitted for publication or public presentation so as to ensure that there has been no infringement of copyright and that the material from the Archive - Level 2 has only been used in accordance with the Researcher Undertaking and these General Terms and Conditions. During this period KI can call attention to any deficiencies and propose essential adjustments, which shall be given reasonable consideration by the User.

- 6.3 On publication or other public presentation the intellectual property rights of the authors shall always be respected and the support obtained from KI, through access to the Archive – Level 2, shall be recognised by stating *“This has been carried out with access to the Face of Aids Film Archive at Karolinska Institutet.”* or some other designation specified by KI for the purpose.

## **7 SECRECY**

- 7.1 The User undertakes and guarantees that the material in the Archive - Level 2 will be handled with great caution and the observance of strict secrecy both during and after the period of the agreement. The User is responsible for all persons with whom the User communicates concerning the material also handling it with great caution and strict secrecy and taking account of the restrictions set out in the Researcher Undertaking, these General Terms and Conditions and good academic practice.

- 7.2 The undertaking to observe secrecy does not apply to information that the User can show has become known to them in some other way than by using the Archive - Level 2 or that

is generally known. The undertaking to observe secrecy does not apply either when the User is obliged to disclose information by an act or law, a statute or a decision of a public authority.

## **8 LIABILITY AND LIMITATION OF LIABILITY**

- 8.1 KI is not liable for damage or loss (either direct or indirect) attributable to the User's access to and use of the Archive - Level 2 or to the fact that the Archive - Level 2 could not be used. Nor is KI liable for any demands on account of allegations that the material in the Archive - Level 2 or the use of that material infringes on the rights of another person.
- 8.2 All use of the Archive - Level 2 is at the User's own risk. The User is responsible for the correctness of all information given to KI and for all material and other belongings that the User brings into the FoA Room harming neither the technical equipment placed at the disposal of the User nor the Archive - Level 2 itself. The User is also fully responsible for the Archive - Level 2 not being used in contravention of the Researcher Undertaking, these General Terms and Conditions or good academic practice.
- 8.3 KI's objective is for the Archive - Level 2 to function satisfactorily but KI cannot guarantee continuous, fault-free, uninterrupted or secure access to the Archive – Level 2. Nor can KI guarantee the function or reliability of the Archive - Level 2 or its suitability for a particular purpose or that the Archive - Level 2 corresponds to the User's expectations or requirements. KI does not accept any liability for use of the Archive - Level 2 leading to the intended or expected results for the User.
- 8.4 To the extent that demands or claims for damages are directed at KI on account of any action or failure to take action on the part of the User in connection with their use of the Archive, the User shall indemnify KI from any such demand or claim. KI shall notify the User as soon as reasonably possible if any such demand or claim is presented and the User is obliged to cooperate with KI so as to limit any demands and claims presented as far as possible and to participate in and pay for any resulting legal proceedings.

## **9 AMENDMENT OF TERMS AND CONDITIONS**

KI is entitled to make unilateral amendments to these General Terms and Conditions. Any amendments enter into force no earlier than 30 days after the amended General Terms and Conditions have been made available on the Face of AIDS Film Archive's website. The User is personally obliged to keep up to date with amendments to terms and conditions.

## **10 WHOLE AGREEMENT ETC.**

- 10.1 The Researcher Undertaking and these General Terms and Conditions are the full regulation by the Parties of all matters concerning the User's access to and use of the

Archive – Level 2. All previous written or oral agreements and pledges are replaced by their content.

- 10.2 The User's rights and obligations under the Researcher Undertaking and these General Terms and Conditions cannot be assigned or transferred to a third party. However, KI is free to assign its rights and obligations under the Researcher Undertaking and these General Terms and Conditions.
- 10.3 If any provision in the Researcher Undertaking and these General Terms and Conditions is found to be invalid, this does not mean that they are invalid in their entirety; instead a reasonable adjustment shall be made to the provision to the extent that its invalidity has a material impact on the rights or obligations of a party under the Researcher Undertaking or these General Terms and Conditions.
- 10.4 Nothing in the Researcher Undertaking or these General Terms and Conditions gives the User any right whatsoever to represent KI in relation to a third party or to enter into a legally binding agreement or behalf of one another. Nor is any joint venture, agency, interest group, non-registered partnership or other form of formal business connection or legal person established through the Researcher Undertaking and these General Terms or Conditions.

## **11 PERIOD OF THE AGREEMENT**

The Researcher Undertaking along with these General Terms and Conditions apply for one year as of the signing of the Researcher Undertaking unless notice of premature termination is given under point 5.2 above or point 12 below. However, points 4-10 of these General Terms and Conditions shall remain in force after the Researcher Undertaking has ceased to apply.

## **12 NOTICE OF TERMINATION**

- 12.1 The User can give notice of premature termination of the Researcher Undertaking along with these General Terms and Conditions at any time at all and irrespective of the reason for doing so by a written communication to KI and KIB sent to email address [faceofaids@ki.se](mailto:faceofaids@ki.se). The notice of termination means that the User is no longer given access to the Archive – Level 2.
- 12.2 KI has the right to give notice of the immediate termination of the Researcher Undertaking and exclude the User from the Archive - Level 2 if the User:
- breaches the conditions of the Researcher Undertaking or these General Terms and Conditions.
  - misuses or harms the Archive - Level 2 or the equipment placed at the disposal of the User in any other way.

- commits research misconduct.
- falsifies documents or commits some other criminal offence. If an infringement of the conditions of the Researcher Undertaking or these General Terms and Conditions is a criminal offence, KI may report the infringement to the police.

12.3 In addition, KI always has the right to terminate the Researcher Undertaking at any time at all with a notice period of 30 days.

### **13 CHOICE OF LAW AND COURT**

The Researcher Undertaking and these General Terms and Conditions shall be governed by substantive Swedish law. Any dispute about the interpretation or application of this Researcher Undertaking or these General Terms and Conditions or linked to the Archive - Level 2 shall be determined by a general court with Stockholm District Court as the court of first instance.

### **14 SUPPORT AND SERVICE**

If support and service are needed when accessing or using the Archive, the User is welcome to contact KIB at [faceofaids@ki.se](mailto:faceofaids@ki.se).