



## Data Management Agreement

This document outlines the terms and agreements on data sharing and management between

- the client (national authorities with full ownership of the data); and
- the service provider (Fjelltopp), acting on the request and in support of the client.

Much of the software Fjelltopp develops will store, use, aggregate and analyse data collected by the client. We recognise that in contracting Fjelltopp to develop and maintain such software, significant trust is put in our developers who must have permission to access the servers/infrastructure hosting the software and thereby any data stored in the software.

**At all times, data ownership remains with the client.** The client may request us to deliver a complete record of their data at any time. Our developers never edit data, or alter permissions to data without express permission from the client. If possible, we recommend that the servers/infrastructure are owned by the client e.g. local servers on site, or an Amazon Web Services (AWS) Account owned and paid for by the client.

**The security of data and systems will be of paramount importance.** We employ an infrastructure and security expert with over 20 years experience in the field to audit our infrastructure and software, and put in place state-of-the-art security practises. However, since ownership of the data remains with the client, Fjelltopp will not be held responsible for data breaches unless malicious intent of our developers is proven. We are happy to advise on and implement security measures as the scope and budget of the work allows and our open source technology can be audited by third parties as desired.

**Permissions to be explicitly granted** for any data stored on servers/infrastructure managed by Fjelltopp. This includes explicit permission to read, write or share the data as determined by the client. Such permission will be recorded in a data sharing policy that may look something like the below.

### Data Sharing Policy (Example)

Fjelltopp is hereby granted permission to read the following data sources:

*<clear details of the data sources in question will be specified here>*

In this connection, and without prejudice to information sharing pursuant to the International Health Regulations and other legally binding instruments (e.g. the WHO Nomenclature Regulations 1967), by providing data to Fjelltopp, the client confirms:

- That all data to be supplied to Fjelltopp hereunder have been collected in accordance with applicable national laws, including data protection laws aimed at protecting the confidentiality of identifiable persons;
- That Fjelltopp shall be entitled, subject always to measures to ensure the ethical and secure use of the data, and subject always to an appropriate acknowledgement of the client:
  - make the Data available only to the interested parties identified by the client and in the form approved by the client.
  - to use, compile, aggregate, evaluate and analyse the Data and publish and disseminate the results with the interested parties identified by the client.