

CASD service contract No [onshow.cct_file_name]

Between

[onshow.leg_label_long], referred to hereinafter by the initials [onshow.cct_leg_initials], represented by [onshow.cct_signer_gender] [onshow.cct_signer_firstname] [onshow.cct_signer_lastname], [onshow.cct_signer_function] hereinafter referred to indiscriminately either as "the Co-contracting Party" or "the Co-contractor"

And

CENTRE D'ACCÉS SECURISÉ AUX DONNÉES (Secure Data Access Centre), French public interest grouping referred to hereinafter by the initials CASD, represented by the Director of CASD, Mr. Kamel GADOUCHE



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EXECUTIVE SERVICE CONTRACT FOR USING THE SECURE DATA ACCESS CENTRE (CASD)

1. This service contract governs contractual relations between CASD and the Co-contracting Party. It replaces any prior communication between the co-contracting parties, whether verbal or written. The contracting parties may not therefore invoke any contractual stipulation or prior correspondence relative to the same object as the present contract.

Structure of the service contract

- 2. This service contract is divided into 5 sections:
 - General terms and conditions;
 - Purchase Order;
 - Access Point Hosting Voucher;
 - CASD Price lists;
 - CASD technical prerequisites;
 - CASD Technical form;
 - CASD General Conditions of Use

GENERAL TERMS & CONDITIONS

Notice

- 3. The Co-contracting Party acknowledges that CASD has designed and developed an infrastructure providing secure access to data supplied by the depositor(s) of such data, to persons authorised by name (Users) by the competent authorities or in accordance with the accreditation procedure in force and validated between the Data Depositor and CASD.
- 4. The Host confirms having received the necessary information relative to the CASD remote access infrastructure.

Acceptance of the general terms and conditions

- 5. Funding a service and/or hosting an access point are subject to unconditional and unreserved acceptance of these general terms and conditions.
- 6. The contractual parties accept the provisions set out in the general terms and conditions upon signing these general terms and conditions, by handwritten or electronic signature.

Changes to the general terms and conditions

- 7. The provisions of these general terms and conditions may be modified by CASD in order to take any legal change into account, thus resulting in modifications to the service provided to the Host or to the Funder, and causing changes to the Price list. Any modification of these provisions will be binding on the Co-contracting Party once communicated by any means whatsoever (hard copy or electronic format), without retroactive effect.
- 8. Entry into force
- (i) Modifications to the provisions will automatically take effect within one (1) month from the date of communication by CASD, except in the case set forth in (iii) below.
- (ii) The Co-contracting Party may ask CASD in writing to defer the effective date of the modification until the end of the current contractual term.
- (iii) If the Co-contracting Party rejects the modification, it may terminate the contract by means of written notice sent to CASD at the address indicated in the paragraph entitled "Communication" within fifteen (15) days following the date on which CASD gave notice of the rejected modification.

1. Preamble

9. The terms of this contract are intended to guarantee to Data Depositors that their data benefits from a high level of security when hosted by and used via CASD.

2. Object

10. This service contract sets out the general terms and conditions for funding services and hosting access points for CASD. It serves as a framework for potentially allowing a cocontracting body of CASD to financially back a project and/or host an access point for accessing data via CASD. This contract does not subject the co-contracting parties to any obligation as long as no Purchase Order or Access Point Hosting Voucher has been duly issued by CASD's Cocontractor, in accordance with the templates appended hereto, accepted and approved by



CASD. The aim of these general terms and conditions is to define the terms and conditions under which CASD provides a secure remote data access service.

3. Contractual documents

11. The general terms and conditions form the common legal framework applicable to funding the service and/or hosting an access point.

Once signed by the co-contractor and approved by CASD, the Purchase Orders and Access Point Hosting Vouchers are considered component parts of the contract.

- 12. The contract comprises the following contractual documents, in descending order of priority:
- endorsements to the general terms and conditions;
- these general terms and conditions;
- the signed and dated Purchase Orders and/or Access Point Hosting Vouchers;
- CASD technical prerequisites;
- CASD Price list;
- CASD General Conditions of Use;
- CASD Technical Form.
- 13. In the event of contradiction between documents of a different type or different rank, it is expressly agreed between the parties that the provisions of the higher-ranking document shall prevail in respect of the obligations for which interpretation is disputed. In the event of contradiction between the terms of documents of the same order of rank, those with the most recent date shall prevail over the others.
- 14. Notwithstanding the rules of interpretation of contracts defined in the French Civil Code, ranking criteria shall be applied in accordance with the following principles:
- obligation by obligation;
- or, failing this, paragraph by paragraph;
- or, failing this, article by article.

4. Effective date - Term

- 15. This contract enters into force on the date indicated on signature hereof by the contracting parties.
- 16. This contract is drawn up for a term of 5 years from its effective date, and is renewable by tacit agreement.
- 17. It may be terminated in conformance with the article on termination in these general terms and conditions.

5. Description of CASD services

- 18. CASD provides a secure data access infrastructure. Access to data is reserved solely for users authorised in accordance with the procedure defined by the data depositor(s).
- 5.1 Terms and conditions of data access service

5.1.1 Service availability

- 19. The service is permanently accessible. However, maintenance operations or technical problems may cause temporary interruptions. CASD will do its utmost to ensure at least a 99% availability rate, 24/7. CASD guarantees 95% availability of its services during business hours.
- 5.1.1.1 Inaccessibility of CASD due to scheduled maintenance
- 20. Users will not be able to access any server at CASD during scheduled maintenance. Disconnected sessions are not closed. Depending on the particular case, processing will either continue or be temporarily suspended.
- 21. Except in an emergency, Users will be notified of such operations at least one day before they start, if the interruption is expected to last more than thirty minutes.
- 5.1.1.2 Shutdown of project servers for scheduled maintenance.
- 22. If the servers are shut down, sessions that remained open are closed: ongoing calculations are interrupted and unsaved data is lost.
- 23. Except in an emergency, the Users concerned will be notified of such operations at least one week before they start, if the



interruption affects a large numbers of servers. For ad hoc operations, the shutdown is agreed with the managers of the Project(s) concerned.

5.1.1.3 Unscheduled interruptions

24. If the servers are out of action or CASD is inaccessible, for example following a fault, breakdown or unscheduled urgent intervention, the Users concerned will be notified as soon as possible and as much as possible of the nature of the incident, the estimated interruption period and its consequences.

5.1.2 Assistance and Support for Users

- 25. CASD will provide technical support on the conditions of access to the resources that it makes available. It cannot under any circumstances provide assistance on the use of software.
- 26. In the event of a problem with User access, CASD will troubleshoot the problem and:
- if the fault is due to CASD, a solution will be provided (e.g. change the access device).
- if the fault is not due to CASD, and insofar as it has availability and is aware of the User's environment, CASD will advise the User on the means that it could implement to resolve its problem.

5.1.3 Equipment software licence

27. CASD declares that it has obtained the rights and consents necessary to grant the User the right to use the software and equipment made available in relation to the SD-Box.

5.1.4 Third-party software

28. The User may run third-party software for the sole purpose of processing data to which it has access in the context of its undertaking and the service in conformance with the conditions and restrictions of the licence agreement for each third-party software publisher.

5.1.5 Changes to the service

29. CASD may alter the resources used to ensure the service. Changes that have a significant effect on the user will be brought to its attention in advance.

5.1.6 Supply of equipment

- 30. CASD undertakes to supply the amount of SD-Boxes indicated in the Funder's Purchase Order for use by each Host. Each Host should first return an Access Point Hosting Voucher to CASD's email address for each SD-Box to be sent to its premises.
- 31. The SD-Box is provided to the Host within fifteen (15) days from the effective date of this contract.
- 32. All the prerequisites incumbent on the Host to install an SD-Box are described in the appendix to these General Terms and Conditions ("CASD technical prerequisites").
- 33. With effect from the date of signature either of the acceptance report for the equipment or of the delivery note for the SD-Box at the host premises, and up until they are accepted back by CASD, the Host assumes all risks related to the SD-Box(es) for which the latter has custody, and is solely responsible for any damage caused by the SD-Box(es) to the User or to third parties, unless the Host can show that said damage has been exclusively caused by a manufacturing defect, latent defect or fault, during operation of the SD-Box. Moreover, the Host must be in capacity of covering damage caused to the SD-Box, or damage caused on account of use of the SD-Box.
- 34. This contract does not transfer to the Host any right of ownership over the SD-Box(es) made available under the Service provided by CASD. Consequently, the Host may not commit or permit any act whatsoever contrary to the right of ownership held by CASD and shall advise CASD of any breach of its right.

5.1.7 SD-Box

- 35. CASD undertakes to supply the Host with the equipment indicated in the Funder's Purchase Order in full working order.
- 36. In conformance with the Waste Electrical and Electronic Equipment (WEEE) Directive, CASD is responsible for collecting and appropriately processing SD-Boxes at the end of their useful life. Hence the terms of collection of SD-Boxes at the end of their life as defined in the appendix on Waste Electrical and Electronic Equipment (WEEE) will be followed by CASD.



5.1.8 Risk of loss or damage

- 37. CASD assumes the risk of loss or damage of equipment up until it is handed over to the carrier or the postal service appointed by CASD for shipment to the host at the delivery address indicated in the Purchase Order and on the Access Point Hosting Voucher (which must match each other).
- 38. In the event of loss or damage during the delivery process, the Host should take note of the provisions of Article 133 of the French Commercial Code and inform the carrier or postal service of the damage to or loss of the equipment by written notice sent within three working days following the delivery date.

5.2 Delivery - Acceptance of equipment

- 39. The equipment is delivered by the carrier chosen by CASD or by any other delivery service chosen by CASD to the delivery address(es) designated by the Host on the Purchase Order and on the Access Point Hosting Voucher.
- 40. It is the responsibility of the Host to check the compliance and satisfactory operating condition of the equipment at the time of delivery. This check must relate in particular to the equipment's quality, quantities and references. No claim will be considered beyond a period of three weeks from the date of shipment of the equipment.
- 41. On receipt of the equipment, the Host shall email CASD to confirm this.

5.3 Equipment warranty

5.3.1 Scope of warranty

- 42. In the event of a malfunction of the equipment not associated with a contractual breach by the Host, or to a theft or loss, CASD undertakes to replace the equipment within approximately 15 days from receipt by CASD of email notification of this situation from the Host.
- 43. The Host shall return or ensure the return of the equipment to CASD, at its cost, to the address indicated by CASD.

5.3.2 Implementation of the warranty

44. To implement the warranty, the host must send CASD a letter or email in which it identifies itself, sets out the nature of the malfunction and requests replacement of the equipment. Notifications by email or post must be sent to the respective addresses indicated in the Communication section of this contract.

5.3.3 Warranty exclusion

- 45. The warranty does not apply in the following situations:
- if the Host breaches any one of the obligations incumbent on it under the present contract;
- in the event of loss or theft of the equipment;
- in the event of malfunction of the equipment due to improper use of the same by the Host or the User;
- following damage caused by lightning and over-voltage or any other case of force majeure.
- 46. Where a malfunction of the equipment has been caused by the Host, CASD will invoice the Host for the fixed, lump-sum amount stated in the nominal Price list on the day of replacement of the equipment (for information, the cost of "repair / non-return of equipment" is €780.00 ex tax up until 31 December 2019).

5.4 Manual imports and exports

47. The import and export rules are fixed by the data depositors. They apply according to the data provided to the User.

The User shall collaborate with the relevant data depositors in order to know the conditions for import and export applicable to its Project. The procedure and rules described below apply, for example, to data issued based on public statistics.

5.4.1 Export Request

- 48. The User may only request exports of results that do not contain confidential data.
- 49. An export credit corresponds to the time for CASD staff to process a standard export request, namely, 30 minutes of actual exporting for CASD staff. An actual export may therefore potentially consume several credits or a



quotient of less than 1 (if the export takes less than 30 minutes).

- 50. The first twenty export credits per project over a maximum period of 3 years are effected on request by a User sent electronically to CASD. Beyond the number of credits provided per Project over a maximum period of three (3) years, export credits will be invoiced to the Funder in conformance with the rates in force. A Purchase Order is required from the funder for an additional set of export credits.
- 51. The User's export request will only be implemented by CASD if the User has sufficient export credits on the day of the request.
- 52. If the User does not use its export credits during the project term and over a maximum period of three (3) years, the remaining export credits will be permanently forfeited at the end of the project and may not be used for another Project.

5.4.2 Export Delivery

53. Exports are sent to the User electronically by CASD within an indicative period of two (2) working days. For complex or very large exports, this may be extended to five (5) or more working days.

5.4.3 *Import*

54. The User may ask CASD to import files in compliance with the defined Project which do not contain elements likely to present an IT risk for CASD (computer virus, etc.).

5.5 Automatic exports

- 55. The User agrees only to request automatic exports of files that do not contain confidential data.
- 56. The automatic export procedure, with retention of exported files for subsequent checks, is only available in certain cases and if and only if (all) the data depositor(s) concerned by the project Data authorise this. The rules about frequency and size of exports are defined by the data depositor(s) and are communicated directly by these legal persons to CASD and to the user. CASD applies these rules in conformance with its commitments in relation to the data depositors.

5.5.1 Export Request

- 57. An export request, which must comply with the size and frequency rules set by the data depositor(s), is made by the User in the secure environment following approval by the User of an undertaking form for each export. Automatic exports are not invoiced.
- 58. Demands to export large files are subject to the approval of the data depositor(s) and may be invoiced.

5.5.2 Export Delivery

59. Automatic exports are sent to the User electronically by CASD using a control-free automatic transfer process with retention of the exports in conformance with the size and frequency rules set by the data depositor(s).

5.5.3 **Import**

60. An automatic procedure for importing scripts or repositories may be set up in accordance with the conditions fixed by the data Depositor(s) concerned by the Project.

6. Subscription

6.1 Subscription Principle

- 61. CASD undertakes to provide each User listed in the Funder's Purchase Order with a subscription.
- 62. Thus CASD will provide each User with an access smartcard.
- 63. Each User may access the data in conformance with the conditions of authorisation for each data depositor concerned.
- 64. CASD undertakes to make the data accessible as soon as possible following signature of the contract, subject to provision of the data to CASD by the data depositor.
- 65. The User will be notified by email of the accessibility of the data, as soon as this has been provided by the data depositor. Access is subject to prior authorisation.



66. The minimum subscription period is one (1) year unless otherwise explicitly stated in the Price list.

6.2 Changes to services

- 67. The Funder may state its requirements to CASD at any time and request an estimate allowing it to draft a Purchase Order in accordance with the template appended; this may relate to the addition of a User of Host or a change in technical characteristics.
- 68. The service change request will also be used, via a Purchase Order from the Funder following loss or theft of an access smartcard, to create a new access smartcard. This card will be billed to the Funder at the rate in force on the day of the renewal request.
- 69. The service change request, via a Purchase Order, will only be effective following its acceptance by CASD within a maximum period of 30 working days. The price of the service ordered is as stated in the Price List on the CASD website at https://www.casd.eu/.

6.3 Suspension of subscription

- 70. The Funder may suspend a subscription during its period of validity.
- 71. Suspension of a subscription does not under any circumstances give rise to an extension of the subscription (compensation for the time suspended) or any reimbursement.
- 72. The sums paid by the Funder for the subscription remain the property of CASD in any event.

6.4 Termination of Subscription

- 73. The subscription may be terminated at any time by email or postal notification from the Funder sent to CASD. Termination is effective at the earliest fifteen (15) days after its notification.
- 74. At the end of the subscription period, and with no further extension offered, the User must destroy its personal card as prescribed in CASD General Conditions of Use.

- 75. Where the User is no longer authorised to access data, CASD may terminate the subscription ipso jure and without court intervention.
- 76. CASD may terminate the subscription as soon as it becomes aware that the User is no longer authorised.
- 77. CASD may terminate the subscription on written request from the data depositor.
- 78. Should a User or Host breach its obligations, CASD may, at its discretion, ipso jure and without court intervention:
- terminate the subscription of the defaulting user:
- terminate all SD-Box subscriptions in favour of the defaulting Host.
- 79. The sums paid by the Funder for the subscription remain the property of CASD in any event.

7. Responsibility of the User

80. Once authorised, the User is ipso jure and steadfastly personally responsible for the use of and actions on the data to which it has access.

8. Rights of the Host

81. Unless otherwise stipulated by the Data Depositor(s), by issuing an Access Point Hosting Voucher, the Co-contractor acquires the capacity of Host, which gives it the right to securely host an SD-Box access point and commits it to use the SD-Box in accordance with the terms of connection and use defined by these general terms and conditions.

9. Obligations of the Host

82. The Host must complete an SD-Box Access Point Hosting Voucher, as appended, indicating its consent to receipt and hosting under the conditions set forth in this contract. It must send this to CASD (cf. Communication section), specifying its contract number and the Funder's contract number if applicable.



83. The Host notably undertakes to comply with the following rules:

9.1 Prerequisites for installing equipment

- 84. The Host agrees to use the SD-Box in conformance with the technical prerequisites of CASD as appended.
- 85. The recommended network configuration is a DHCP local address.
- 86. The Host must set up the SD-Box with Internet access on port 443 to casdt.ensae.fr and casdt.casd.eu
- 87. To commission the SD-Box, the Host must have a static or dynamic public IP address within a fixed range that it must email to CASD prior to any access.
- 88. If, to commission the SD-Box, the Host has to use a proxy to reach CASD, it should contact CASD's IT department at the email address indicated in the "Communication" section of this contract.

9.2 Compliance with the rules for using the equipment

9.2.1 Special precautions for installing and connecting the equipment

- 89. The equipment must not be installed in a high traffic area or corridor.
- 90. It must be installed in a secure, locked room.
- 91. The screen connected to the SD-Box must only be visible to the User.
- 92. The Host undertakes to fill in the technical form at: https://www.casd.eu/formulaire-technique/.
- 93. The Host undertakes to notify CASD by email in the event of any change to the network settings as indicated in the technical form.

9.2.2 Terms of use

- 94. The Host acknowledges that the SD-Box must not be moved without first notifying CASD by email.
- 95. The Host will inform CASD by email of the precise location of the SD-Box within its premises, in conformance with the access point Purchase Order.
- 96. The SD-Box must remain permanently powered and connected to the Internet so that CASD can perform security and function updates.
- 97. If the SD-Box has to be powered down for a period of more than one (1) month, the establishment must notify CASD electronically without delay.
- 98. The screen, keyboard and mouse are not supplied by CASD and must be installed by the Host.
- 99. No peripherals other than a screen, keyboard and mouse may be installed on the SD-Box.
- 100. The conditions of connection and disconnection of the User are indicated during the enrolment session.

9.2.3 Guidelines for storage of equipment

- 101. The Host agrees not to carry out or have carried out by a third party, any addition, removal, modification or repair and, generally speaking, not to undertake any physical action on the equipment, without the prior written consent of CASD.
- 102. In addition, the Host agrees to use the equipment in the condition in which it is delivered to it by CASD. The Host notably undertakes not to stick labels on the equipment and not to remove any protective material or covers from the equipment.

9.3 Insurance

103. The Host confirms it is in capacity of covering all the financial consequences of its professional civil liability, tortious and/or contractual liability on account of bodily injury,



tangible and intangible damage caused to CASD and to any third party under performance of the present contract.

104. Upon request by CASD, the Host must be able to present a dated and signed certificate proving that it is covered for professional civil liability including bodily injury, tangible and intangible damage born from the performance of this contract by the Host and/or its personnel.

105. The Host and the Funder agree to waive or have their insurers waive any recourse and any allegations against CASD, except in the case of gross negligence or willful misconduct.

9.4 Information provided to CASD

106. The Host undertakes to inform CASD by email if it changes its postal or network address.

107. If the equipment is stolen, the Host undertakes to immediately inform the police and to send a copy of its statement electronically to CASD. If the equipment is lost, stolen or damaged, new equipment will be sent to the Host upon request, via Purchase Order, and will be billed at the rate in force on the day of the request.

9.5 Responsibility of the Host

108. Any damage to or malfunction of the equipment resulting from a breach by the Host of the obligations herein or resulting from a drop, impact, knock, infiltration, introduction of foreign matter, insufficient ventilation, damp, heat, or use other than that set out in the present contract, will incur the responsibility of the Host and result in it being billed in accordance with the Price list in force.

10. Rights of the Funder

109. For any service provision, the Funder may state its requirements to CASD and request an estimate allowing it to draft a Purchase Order in accordance with the template appended which must be sent, dated and signed, by email or post, to CASD;

110. For any access point order, the Funder must indicate the number of the Hosting Vouchers that correspond to its request;

111. By issuing a Purchase Order under this contract, the Co-contractor acquires the capacity of "Funder". The Funder may issue Purchase Orders in conformance with the template appended and obtain the corresponding services from CASD.

11. Obligations of the Funder

112. The Funder agrees to settle the invoices corresponding to the Purchase Order(s) issued for subscription when they fall due, and to settle invoices for ad hoc services (additional export credit, cards, etc.) after the service has been completed.

12. Financial terms and conditions

12.1 Price

113. Unless otherwise stated, or unless a specific Price List applies for accessing certain types of data, the standard rates of the services is as stated in the Price List on CASD website at: https://www.casd.eu/tarifs/tarifs-projets-de-recherche/

The specific Price List for accessing PMSI data (Programme de Médicalisation des Systèmes d'Information - Information System Medicalisation Program) belonging to ATIH (Agence Technique de l'Information sur l'Hospitalisation - Technical Agency for Information on Hospital Stay) is at: https://www.casd.eu/tarifs/tarifs-projets-pmsi/

114. The fees may be reassessed annually on the first of January of each year by CASD in accordance with a scale shown in the Price list. The new prices will be applicable for the period concerned and for any change to the service.

115. Consequently, it is the responsibility of the Funder to enquire about the new prices before any payment or any service change, requesting communication from CASD if necessary.



116. As of 1st January 2020, if the contract is renewed beyond the initial period, the financial terms and conditions may be above the initial tariffs, in accordance with a new Price list provided at least one year before the due date.

12.2 Invoicing terms

117. For the service provided by CASD, a detailed invoice per Purchase Order will be issued. This invoice may be partial if the conditions for issue so demand.

12.3 Payment terms

- 118. The fee is payable with effect from the date on which CASD made the secure remote working environment available, on a date agreed with the Funder on the Purchase Order.
- 119. An invoice will be issued as soon as access to the said data is opened up by CASD.
- 120. Payment terms are thirty (30) days from the date of receipt of the invoice by the Funder.
- 121. Subscription services are payable annually in advance. If the last period is less than 1 year (for example: the User's authorisation ends or the contract with the data depositor ends), the price for the services is payable *prorata temporis*.

12.4 Default on payment

122. If the Funder defaults on payment, CASD will suspend all access until the invoice has been paid in full.

13. Data Processing and Civil Liberties

13.1 Provision of biometric data

- 123. Use of the services by the User may require registration of digital prints. No biometric data is stored by CASD. The minutiae points of the print are stored and protected in the smart card issued to the user.
- 124. By resolution no. 2014-369 of 25 September 2014, CASD has been authorised by the CNIL (*Commission nationale de*

l'informatique et des libertés - French data protection authority) to process personal data based on a biometric access system.

13.2 Respect of the purpose of collecting nonbiometric personal data

- 125. Non-biometric personal data collected is subject to data processing and is exclusively reserved for CASD. This data is necessary to administer the service and to ensure compliance by CASD with its contractual obligations.
- 126. This processing of non-biometric personal data has been declared to the CNIL.
- 127. This data is retained by CASD in this capacity only.
- 128. CASD agrees not to use such data in any other capacity, nor to transmit this to third parties without the express consent of the User or unless required to do so by law. This data will not be transferred abroad.

13.3 Right to access, change and oppose

- 129. The data is stored in secure conditions, in accordance with current technology and in compliance with the provisions of Law no. 78-17 of 6 January 1978 on information technology, data files and civil liberties (known as the "data protection act") as amended by Law no. 2004 801 of 6 August 2004.
- 130. In conformance with the latter, the User has the right to oppose, query, access and change the information that it has supplied. It must make such a request to CASD.

14. Auditing

- 131. The parties agree that CASD may, at its own cost, audit the physical and IT conditions under which the Host is hosting the SD-Boxes.
- 132. This audit may be performed either by an internal department of CASD or by an external firm with a good national or international reputation. If the audit is performed by an external firm, the auditors must not be competitors of the Host, the Funder or the institution of the User and must not have been

a former employee of the Host or of the User institution within the past two years. The auditors must justify fulfilment of this condition by signature of a sworn statement.

133. The audit only covers logistical aspects and, as these do not require any particular preparation on the part of the Host or User, CASD may carry out such audit with forty-eight (48) hours advance notice. The Host or User may oppose this in exceptional circumstances (e.g. absence of the appropriate department manager); the audit may not be delayed beyond one month from the original request date.

134. The audit may be performed at any time and must not disrupt the operation of the services for which the Host or User is responsible.

135. However, the Host or User may oppose this on account of duly justified exceptional circumstances; the audit may not be delayed by more than one month.

136. This audit may notably cover the following points:

- compliance with technical standards in force;
- compliance with hosting conditions.

137. In all cases and if the Host or User so demand, the auditors must sign a confidentiality agreement.

138. For its part, the Host, or User, agrees to grant the auditors retained by CASD access to the information required for their task.

139. If CASD decides to follow up on the findings of the report, a copy of the audit report will be given to the Host or to the User. It will be subject to a thorough examination by CASD steering committee.

140. Where an audit report shows an infringement of the obligations of the Host or User as stated in the contract, the Host or User undertakes to implement the corrective measures necessary, at its own cost, within eight (8) days of notification by CASD. If the Host or User demonstrates that this period is insufficient, the parties shall agree on an

additional time period.

141. If the findings of some audits contain recommendations on the modification or improvement of the audited rules and procedures, these recommendations will be implemented in the context of a meeting held at the initiative of the Host or the User, between the representatives of the parties.

142. The parties agree that in any event, the audit procedure or the non-implementation of this will not in any way exempt the Host or the User from complying with its contractual obligations.

15. Professional secrecy

143. The User's activities within CASD and the files that it produces or introduces there are its exclusive property and are covered by the professional secrecy by which agents of CASD are bound under penalty of a year's imprisonment and a 15,000 euro fine, sanctions as set out in Articles 226-13 of the French Criminal Code.

16. Intellectual property

144. CASD remains the holder of the intellectual property rights and the owner of its know-how in relation to the equipment, whether it is the owner or the beneficiary of licences granted by third-party publishers.

145. For the software needed to use the equipment of which the rights are owned by CASD, the latter grants to the User, for the software, a personal and non-exclusive right of use which is non-assignable and non-transferable and is time-limited to the subscription period.

146. This right is granted with the sole aim of allowing the User to operate the equipment during the processing which is the object of a Purchase Order issued by the Funder, to the exclusion of any other purpose.

147. The Host and the User are strictly forbidden to make any other use of the software, in particular to make any adaptation, modification, correction of errors, translation,



arrangement, distribution or reverse engineering, without this list being considered exhaustive.

17. Agreement in relation to proof

148. All elements relative to notifications sent electronically will be stored and archived by CASD. CASD may use these, notably for purposes of proof.

149. These means of proof constitute a presumption that can only be overturned in the presence of elements establishing that the means of saving, storing and notifying used by CASD are actually defective.

18. Files produced in or imported into CASD secured environment

18.1 Storage

150. Storage of files subject to Import and/or Export is handled by CASD for the term of the contract.

18.2 Destruction

151. Unless expressly requested by the User (processing having been subject to a Purchase Order), the intermediate working files produced by the User in its IT environment are destroyed within three (3) months following the end of the project, except for exported files which are stored up until the expiry date of the statutory time limit, which is a minimum of five (5) years.

19. Scope of obligations of CASD

152. The Host states that it is fully aware of the restrictions and limits of the Internet system. Consequently, CASD may not under any circumstances be held responsible for malfunctions in accessing the service, speeds at which calculations are returned, or temporary inaccessibility of the service.

153. Furthermore, CASD may not be held responsible for the unavailability of the service necessitated by maintenance.

154. CASD may not be held responsible if the service offered proves incompatible with certain equipment and/or features of the User or Host's IT equipment.

19.1 Limits of liability

155. Barring rules of public policy, as the responsibility of CASD is invoked for any damage or loss occurring as the consequence of failure to fulfil its obligations or other responsibilities, irrespective of the cause, the form or the object of the liability proceedings brought against CASD, CASD will only be responsible for the definitive, direct and personal, real and proven losses that are the immediate and direct consequence of an infringement of its obligations or of an improper performance thereof, all operative events within the limit of the annual price for the services actually paid by the funder, this limitation of liability not being applicable to bodily injury.

156. CASD' liability may not be incurred in the event of:

- indirect damage, even if it were possible to predict this or if CASD were aware that this may happen;
- loss of or damage to data.

19.2 Notion of fault by the Co-contractor

157. Within the meaning of this contract, the following are considered as faults by the host: any improper use of the service, fault, negligence, omission or failure, non-compliance with the instructions given by CASD, use of any technical process whose deployment contravenes the technical prerequisites supplied by CASD or infringes the letter or the spirit of this contract.

19.3 Exclusion of liability

158. The responsibility of CASD will not be engaged in the event of force majeure or fault by the Host or the User.

20. Force majeure

159. Expressly, cases of force majeure or unforeseen events are considered as those habitually defined in French case law and the



French courts of law.

160. Initially, cases of force majeure will suspend performance of the contract.

161. If the cases of force majeure last longer than two (2) months, this contract will be automatically terminated unless otherwise agreed by the parties.

21. Termination

21.1 Termination initiated by the funder

162. The Funder may terminate the contract annually on each anniversary date of the present contract subject to three (3) months prior written notice.

21.2 Termination initiated by the host

163. The Host may terminate the contract annually on each anniversary date of the present contract subject to three (3) months prior written notice. In any event, the sums paid by the Funder under this contract remain the property of CASD.

21.3 Termination initiated by CASD

164. CASD may terminate the contract annually on each anniversary date of the present contract subject to three (3) months prior written notice.

165. Should the Funder breach its obligations, CASD may, at its discretion, ipso jure and without court intervention, terminate the contract and subscriptions.

21.4 Express cancellation clause

166. Following a written request by any authority, including the data depositor, issuing an authorisation, the subscription of one or more Users may be terminated ipso jure by CASD without court intervention.

167. In any event, in all cases of termination set forth, the sums paid by the Funder under this contract remain the property of CASD.

21.5 Return of equipment

168. If the present contract is terminated for any reason whatsoever by one or other of the parties (CASD, Host, Funder), the Host must return the equipment provided to it, complete (including accessories) and in full working order, either by post or by carrier at the cost of the Host, or directly to the premises of CASD.

169. Return of the equipment will be confirmed by CASD following acceptance of the equipment complete (including accessories) and in full working order.

170. If the equipment has not been returned one (1) month after the request for termination for any reason whatsoever by one or other of the parties, and following a reminder email which has produced no effect and/or no response more than seven days from the date on which it was sent by CASD, the latter will invoice the Host for a lump-sum amount in conformance with the rates in force on the day of cancellation of the contract.

22. Suspension of service by CASD

171. Should a User or Host breach its obligations, CASD may, at its discretion, *ipso jure* and without court intervention:

- suspend the subscription of the defaulting User;
- Demand the return by the defaulting Host of the access point which was the object of a Hosting Voucher under this contract.

172. Should the Funder breach its obligations, CASD may, at its discretion, ipso jure and without court intervention, suspend all subscriptions which were the object of a Purchase Order under this contract.

23. General administrative provisions

23.1 Good faith

173. The parties agree to fulfil their obligations in perfect good faith.



23.2 Collaboration

174. The parties agree to collaborate in the context of their relations.

175. The parties commit to keep each other informed of the actions taken by them in the context of activities that do not fall under the remit of the present contract but are liable, to their knowledge, to have an effect on the due process of the service provision.

23.3 Entirety of the contract

176. The present contract expresses the entirety of the obligations of the parties.

177. No general or specific condition set forth in the documents sent or remitted by the parties may be included in this contract.

23.4 Transfer

178. This contract may not be transferred in whole or in part, free of charge or for a consideration, by one of the parties, without the prior written consent of the other.

23.5 Sub-contracting

179. CASD has the right to sub-contract all or part of the service provision.

23.6 Independence of the Parties

180. The parties acknowledge that each of them acts on their own account as parties independent of one another.

181. This contract constitutes neither an association nor a franchise, nor a mandate given by one of the parties to the other.

182. No party may make an agreement in the name of and on behalf of the other party.

183. Furthermore, each of the parties remains solely responsible for its own acts, allegations, commitments, services, products and staff.

23.7 Publication without advertising

184. CASD may use the name of the Host or the Funder or any other distinctive symbol belonging to it as a reference in its communication documents, specific presentations to CASD or any other medium unless the Host or the Funder states otherwise in writing to CASD within one (1) month from the date of signature of the Access Point Hosting Voucher by the Host and/or of the Purchase Order by the Funder.

185. CASD may publish the list of access point Hosts for the purpose of providing information to Users, unless the Host states otherwise in writing to CASD within one (1) month from the date of signature of the Access Point Hosting Voucher by the Host.

23.8 Partial nullity

186. If one or more provisions of this contract are deemed invalid or declared as such in application of a law, regulation or following a final decision by a competent court, the other provisions will retain all their force and their scope.

23.9 Mediation

187. In the event of performance difficulties and before any legal proceedings, each of the parties undertakes to appoint two people within its organisation from General Management level.

188. These people must meet at the initiative of the first party to act, within eight (8) days of receipt of the letter requesting a mediation meeting.

189. The agenda is set by the party taking the initiative to instigate mediation.

190. Any decisions mutually agreed have contractual value.

191. This provision is legally autonomous from the present contract. It will continue to apply despite any nullity, rescission, termination or ending of the present contractual relations.

23.10 Communication

192. All notifications required under this contract should be in writing (mail or email) and sent to the addresses indicated in the Purchase Order, the Access Point Hosting Voucher or CASD General Conditions of Use, depending on



whether they concern the Funder, the Host or the User respectively.

193. All exchanges should be by email, with the exception of original documents with a handwritten signature. For the latter, the originals should be sent by post, preferably with a scanned copy sent by email.

194. All mail to be sent to CASD as per the terms defined in this contract should be sent to:

CASD
TSA 16 643
5 avenue Henry le Chatelier
91 764 PALAISEAU CEDEX

195. Email addresses for CASD are as follows:

- For PMSI distribution:
 acces.pmsi@casd.eu
- For all other types of data: service@casd.eu

23.11 Applicable law

196. This contract is a translation from an original document in French. As such, it is subject to the French law. Should any difficulty of interpretation arise, the French version of this contract will therefore prevail.

197. Any disputes that may arise in fulfilling these general terms and conditions should be submitted for assessment by CASD with a view to amicable settlement before any legal action is instigated.

198. Failing an amicable settlement, the administrative courts in the location of CASD's headquarters shall have sole competence.



Drawn up in	, on	2019
In 2 original copies.		
For CASD,		For the Co-contractor
Kamel GADOUCHE		First name(s), SURNAME(s):
		Signature:
Director of CASD		Capacity:



Appendices

These general terms and conditions include the following appendices:

Definitions

- "Access smartcard": personal card issued to the Users by CASD enabling them to access the various services of CASD to which they have subscribed.
- "Access Point Hosting Voucher" means the document that indicates the agreement of the natural or legal person signing, to host an SD-Box access point. This access point may be funded by this very natural or legal person or by another natural or legal person having contracted with CASD for using CASD services.
- "Authorisation": decision given by the competent authority (data depositor and/or archive administration) authorising the use of the data in the context of a project.
- "Biometric reader": device equipped with a digital print sensor and an access smartcard reader made available to the Host by CASD.
- "CASD": means the French public interest grouping "Centre d'Accès Sécurisé aux Données" that has for main mission to organise ant implement secure access services to highly-detailed microdata for non-profit research, study, evaluation or innovation purposes. As a second mission, CASD can promote its technology for securing access to private sector's data.
- "Contract": all the contractual documents signed by the parties including the general terms and conditions, the appendices, the forms and any amendments.
- "Data Depositor": legal person having provided CASD with the data to which the latter grants access to the User in accordance with the authorisation procedure that the data depositor has defined.
- "Data": all the information to which CASD gives the User access in conformance with its authorisation and with CASD General Conditions of Use.
- "Export": output of non-confidential data performed by CASD at the request and subject to the responsibility of the User.
- "Funder" or "Funding Institution": capacity of the legal or natural person who issues or has issued at least one Purchase

- Order for a service from CASD. A Funder can also be a Host.
- "General terms and conditions": denotes this contract and its appendices.
- "Host" or "Hosting Institution": capacity of the legal or natural person who issues or has issued at least one Access Point Hosting Voucher. A Host can also be a Funder.
- "Import": integration by CASD, into its environment, of files provided by the User.
- "Internet": all the interconnected IT and telecommunications systems on a global scale, permitting access to content by Users, via servers. Each element of this network belongs to private and public organisations which operate them in cooperation, with no bilateral quality obligation.
- "Price list": document available on the CASD website showing the applicable tariffs.
- "Purchase Order": means the document, as per the appended template, sent by the Funder to formalise an order. This document details the services required by the Funder. The Purchase Order constitutes a legal and financial commitment for the Funder.
- "Standard Export": export containing 1 table of 20 variables or less and 100 observations or less.
- "Subscription": temporary right of access of a User to the service provided by CASD. The subscription allows the User to access a remote secured working environment notably including a storage area for the data and working files of the User, and a range of software.
- "Technical form": form available online on the CASD website, to be completed by the Host.
- "Third-party software": computer program accessible to the project, executed on the CASD servers by the User to process data.
- "Maintenance": service of which general purpose is to maintain the level of reliability and performance of the system and its conformity to requirements and specifications, and to minimise unavailability.
- "Equipment": comprises the SD-Box and the SD-Box biometric reader.



- "Services": service or set of services to be performed by CASD under this contract.
- "Project": a set of activities, performed in the secured environment provided by CASD, by one or more Users, designated by name, on all the data for which the User(s) is/are authorised and for the term associated with such authorisation.
- "Continuation of the project": extension of the project through renewal of the initial authorisation, subscription, and renewal of contracts.
- "SD-Box": electronic equipment comprising a box and a biometric reader, allowing access to the CASD servers and rented to a Host by CASD.
- "Standard enrolment session": training workshop organised by CASD for Users in order to inform them of the legal, IT and security aspects relating to data access.

- These sessions are held at CASD. At the end of the session, the User is given their access smartcard. The validity period of a standard enrolment session is four (4) years.
- "Express enrolment session": for Users who have followed a standard enrolment session within the last four (4) years, session during which the User receives their access smartcard.
- "Suspension of the project": spontaneous interruption of the project initiated by CASD.
- "Tariff" or "Price": rates for the services supplied by CASD which may be reevaluated by CASD.
- "User": natural person benefiting from a subscription handled by the Funder and authorised to access the data. Users are bound to CASD by the general terms and CASD General Conditions of Use.



SD-Box® Access Point Hosting Voucher

I hereby confirm my will to host an SD-Box[™] access point and I accept, without reservations, the terms and conditions described in the Service contract under which the present Hosting Voucher has been issued.

Hosting Voucher No (reserved for CASD Administration):

Information Relating to the SD-Box® Access Point Funding ¹				
Name of Funding Institution:				
Funding Institution's CASD Executive Service Contract No:				
Information Relating to the Hosting Institution				
Name of Hosting Institut	ion:			
_	D Executive Service Contract No: vice contract under which the Hosting Voucher is issued.	ued)		
Address :				
Line 1:				
Line 2:				
Post Code:	TOWN / CITY:	COUNTRY:		
Legal Representative				
Ms. Mr.				
First Name(s):				
SURNAME(s):				
Capacity / Function:				
Tel.:	Email Address:			
Infor	MATION RELATING TO THE SD-BOX			
Emplacement précis d	(one Hosting Voucher required per a u point d'accès	access politi		
Building, floor (compulse	ory field):			
Room / Office No (com)				
Address (if different from th				
Line 1:				
Line 2:				
Post Code:	TOWN / CITY:	COUNTRY:		
Adresse de livraison (if	different from the location of the access point	above)		
Contact Identity First Name & LAST NAME (c. Tel. (compulsory field):	ompulsory field):			
First Name & LAST NAME (c	ompulsory field):			
First Name & LAST NAME (c Tel. (compulsory field):	ompulsory field):			
First Name & LAST NAME (c Tel. (compulsory field): Delivery Address	ompulsory field):			
First Name & LAST NAME (c Tel. (compulsory field): Delivery Address Line 1:	ompulsory field): TOWN/CITY:	COUNTRY:		
First Name & LAST NAME (c Tel. (compulsory field): Delivery Address Line 1: Line 2: Post code:				
First Name & LAST NAME (c Tel. (compulsory field): Delivery Address Line 1: Line 2: Post code:	TOWN/CITY: chnical form accessible at https://www.casd.eu			
First Name & LAST NAME (c Tel. (compulsory field): Delivery Address Line 1: Line 2: Post code: I have completed the tec	TOWN/CITY: chnical form accessible at https://www.casd.eu	ı/formulaire-technique/ (compulsory item)		

¹ The issue of an SD-Box® Access Point Hosting Voucher by the Hosting Institution does not result in the Hosting Institution being invoiced if it is separate from the Funding Institution.

Only the costs for repairing damaged equipment or the costs for non-return of equipment will be billed to the Hosting Institution in accordance with the terms and conditions described in the Executive Service contract under which the present Hosting Voucher has been issued.





Purchase Order

Centre d'Accès Sécurisé aux Données (CASD)

5 avenue Henry le Chatelier TSA 16643 91 764 PALAISEAU CEDEX service@casd.eu Name of Institution: Registered Address of Institution:

Palaiseau, 19/02/2019

Your Reference Number (Mandatory Purchase Order reference if applicable):

CASD Quote Reference Number:

(It is MANDATORY to use this number in your wire transfer details for our accountant to follow up your

Costs re. SD-Box Access Point

From

	Description	Price in €* per unit	Quantity	Number of months	Total in €*
Access Po	Monthly subscription per SD-Box™	Unit cost /month			0,00
		1	TOTAL "Acc	ess point" :	0,00

Costs re. Project Implementation

From:

to

Project Short Name:

Description		Price in €* per unit		Quantity	Number of months	Total in €*	
Basic Offer	"Standard" CASD package - Server configuration n°1 - Acces for 1 user	Prices for 2017-2018 (from 01/01/2017 onward)	Unit cost	/month			0,00
	- Acces for Tusel - 20-output package over project duration (excluding access point)	Prices for 2019 (from 01/01/2019 onward)	Unit cost	/month			0,00
		Utser 2	Unit cost	/month			0,00
		User 3	Unit cost	/month			0,00
	Access costs per extra user	User 4	Unit cost	/month			0,00
		User 5	Unit cost	/month			0,00
		User 6+	Unit cost	/month			0,00
Additional Services	Server configuration N°2		Unit cost	/month			0,00
al Se	Server configuration №3		Unit cost	/month			0,00
ditio	Server configuration N°4		Unit cost	/month			0,00
Αq	Server configuration N°5		Unit cost	/month			0,00
	10-output extra package (over the project duration, per unit)		Unit cost				0,00
	Specific software installation		On request				0,00
	Additional access smartcard		Unit cost				0,00
	Repair/Non restitution of the SD-Box™		Unit cost				0,00
	TOTAL "Project" :					0,00	
Total	Total (CASD services)					0,00	
Applic	Applicable Discount (e.g. for projects involving students and/or PhD students and/or postdocs)					0,00	
Total	Total					0,00	

Signatory entitled to legally & financially commit the institution First and Last Name: Capacity:

Date :

Signature (preceded by: "Read and Approved")

Mandatory reference: Billing Address

Mandatory reference: Purchase Order Number

^{*} Unit costs = rates applied according to applicable pricelist



CASD Technical Form

The CASD technical form is available online at https://www.casd.eu/formulaire-technique/

TECHNICAL FORM

In line with the dispositions of the 78-17 Law pertaining to information technologies, files and freedom, you have a right to request to access your data, and that your personal data be modified, rectified or deleted. To file such a request, you just have to email service@casd.eu and enclose a document proving your identity.

Host designation (As on the host's contract)*	
CASD project name or CSS reference	
Local IT manager's name *	
Phone *	
E-mail*	
SD-Box external (public) IP address or IP range *	

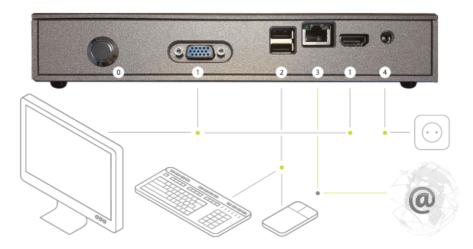
SEND

CASD Technical Prerequisites - Installing the SD-Box

More details available online at https://www.casd.eu/technologie/sd-box/installation-sdbox/

INSTALLATION

Installing an SD-box is simple and requires only minimal preparation:



- 0: Power switch
- 1: VGA ou HDMI cable (screen is not included)
- 2: Plugging the mouse and keyboard (not included either)
- 3 : Ethernet cable (not included either)
- 4: Plug into the power socket (power supply unit included with the SD-Box)

BASIC INSTALLATION

- To use the SD-box, simply plug in a screen, mouse and keyboard and use Ethernet (RJ45) material.
- To start the SD-box, press the "on" switch at the back of the SD-box. The VGA or HDMI cable must be
 plugged in when you start the SD-box.
- An SD-box is by default configured in DHCP and will lock onto its IP number if you use a DHCP port.
- We need the IP public address or an IP output range through which the SD-box is to be connected.

NETWORK

- Using the arrow buttons, choose NETWORK then chose « DHCP » (press "above" arrow) or « IP Statique » (press "below").
- If ever the IP is manually configured, enter: address, mask, gateway, DNS1, DNS2 using the arrow buttons
- · You need to know the MAC address for the SD-box, choose INFORMATIONS in the main menu.
- If you are using a proxy, configure the IP address and the port on the SD-box using the PROXY menu (it should not require authentification).
- We ask that the SD-box is able to connect using the 443 port to at least one of the following addresses: casd.eu (212.81.126.2) et/ou casdt.ensae.fr (185.41.5.66)

AFFICHAGE

 The SD-Box has a VGA and HDMI output and can withstand many resolutions. To configure it, choose DISPLAY in the configuration menu and use the arrow buttons, and then press OK.

USER ADVICE

- When all is configured, and after rebooting, the SD-box will show "Service Starting". If all goes well, it
 will show the serial number (SDBOX-X-9999) as well as the following message « You_may_connect ».
- You may then leave your SD-box powered day and night. It will automatically download and install any security update.

MAINTENANCE AND DIAGNOSTICS

- If any issue arises, an error message will show up (No_Link, DHCP_Error, Unreachable_gateway, no_DNS_resolution, unreachable_sstp_server, unknow_error).
- No_LINK: Check your network cable
- APIPA_Detected, DHCP_Error, Unreachable_gateway: check your network configuration
- Unreachable_sstp_server: Be sur to have sent us the technical form for the IP address for your institution hosting the SD-box.