



iSHARE

# Terms of Use

## iSHARE Framework

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iSHARE.eu

# Terms of Use

## ARTICLE 1. APPLICABILITY

- 1.1 These Terms of Use apply to each party participating in the iSHARE ecosystem directly or through any other data spaces that operate in accordance with the iSHARE Framework
- 1.2 In addition to the laws and regulations described in the Framework, these Terms of Use will apply to each party participating in the iSHARE ecosystem and govern the rights and obligations of each party as well as the relationships between the parties.
- 1.3 In the event of a conflict between the parties' (additional) private agreement(s) and these Terms of Use, the private agreement(s) will prevail, except the matters covered by Articles 3.5, 4.1, 6.3 and the Annexes. The private agreements include data space or ecosystem-specific agreements or existing bilateral agreements between parties.

## ARTICLE 2. DEFINITIONS

The terms used in these Terms of Use, both in the singular and plural, shall be understood to mean the following:

- 2.1 **Accession Agreement:** the agreement that governs the admission of Adhering Parties and Certified Parties to the iSHARE Framework, and of which these Terms of Use form an integral part. In the event of a conflict with the Terms of Use, the provisions in the Accession Agreement will prevail.
- 2.2 **Adhering Party:** a legal entity, acting as an Entitled Party, a Service Consumer or a Service Provider as defined in the iSHARE Framework, who concluded an Accession Agreement with the Participant Registry or the Scheme Owner.
- 2.3 **Annex(es):** the annex(es) that are inextricably linked with the Terms of Use. In the event of a conflict with the Terms of Use, the provisions in the Terms of Use will prevail.
- 2.4 **Authorisation Registry:** a Certified Party that holds authorisation information that Service Providers can use to determine the rights of the Service Consumer in relation to a specific Dataset.
- 2.5 **Certified Party:** a legal entity, acting as a Participant Registry, an Authorisation Registry, an Identity Broker or an Identity Provider that has been certified by the Scheme Owner or by other Certifying Bodies, who concluded an Accession Agreement with the Participant Registry or the Scheme Owner.
- 2.6 **Certifying Bodies:** Certifying Bodies validate organizations within the data space, issuing legally binding credentials that confirm compliance with the specifications and membership requirements.
- 2.7 **Conditions of Exchange:** the license conditions following from attributes that are applicable inextricably linked to an exchanged Dataset, which determine what can and can't be done with

specific sets of data, as described in Annex I. The Conditions of Exchange and the relevant data exchange code attributes may be subject to amendment by the change management process specified in the [Change Management](#) process.

- 2.8 **Data or Dataset:** the data exchanged in the context of the iSHARE Framework.
- 2.9 **Data Intermediary:** provider of 'data sharing services' without touching the data, including, in any case, Authorisation Registries, Identity Brokers, Identity Providers and Participant Registries.
- 2.10 **Data Space:** a federated soft infrastructure based on the iSHARE Framework that enables Adhering Parties and Certified Parties to exchange data in accordance with the Framework.
- 2.11 **Data Space Governing Body:** a governing body responsible for organizing and maintaining Data Space(s) and its governance.
- 2.12 **Entitled Party:** an Adhering Party or non-Adhering Party who shares data in the context of the iSHARE Framework or that otherwise has one or more rights to specific Datasets, such as privacy rights (in the event of personal data) or intellectual property rights.
- 2.13 **Human Service Consumer:** a natural person who acts on behalf of and represents the Service Consumer.
- 2.14 **Identity Broker:** a Certified Party whose services a Service Provider can use to connect to one or more Identity Providers.
- 2.15 **Identity Provider:** a Certified Party that holds the digital identity information of a Human Service Consumer which that Human Service Consumer can use to identify himself/herself towards a Service Provider.
- 2.16 **iSHARE Ecosystem or Network:** All the organizations, individual data spaces and ecosystems that operate in accordance with the iSHARE Framework.
- 2.17 **Onboarding Party:** The organisation or entity responsible for the legal onboarding of a participant in a data space or the iSHARE Ecosystem. This can be a Participant Registry, Data Space Governance Body or the Scheme Owner.
- 2.18 **Participant Registry:** a Certified Party that functions as the administrative body within a data space, responsible for onboarding participants by following the rules laid down by the data space and iSHARE Framework
- 2.19 **iSHARE Framework:** the set of rules, agreements and specifications which govern the relationships between the parties in the iSHARE Ecosystem, including, without limitation, the exchange mechanism and the actual exchange of data. The iSHARE Framework is available here: <https://framework.ishare.eu/>
- 2.20 **Legal Context:** the non-exhaustive overview of relevant and applicable laws and regulations in respect of the iSHARE Framework. The Legal Context is described in Annex II to these Terms of Use, as well as in the [Legal Context](#), and connects to the relevant European or other Legislation.



- 2.21 **Scheme Owner:** the legal entity responsible for the management and continued development of the iSHARE Framework, as well as for maintaining and monitoring the parties' compliance with the iSHARE Framework.
- 2.22 **Service Consumer:** an Adhering Party who requests the Service Provider to provide access to or to share certain personal or non-personal data under its control and receives this access within the context of the iSHARE Framework. Service Consumers may also be provided with ancillary services, such as services not covered by the iSHARE Framework but rendered based on an authorisation established within the iSHARE Ecosystem.
- 2.23 **Service Provider:** an Adhering Party who has the right to grant access to or to share certain personal or non-personal data under its control and does so within the context of the iSHARE Framework, on request of the Service Consumer. Service Providers may also provide ancillary services, such as services not covered by the iSHARE Framework but rendered based on an authorisation established within the iSHARE Ecosystem.
- 2.24 **Terms of Use:** this document, including the Annexes.

### ARTICLE 3. RIGHTS AND OBLIGATIONS OF ADHERING PARTIES

- 3.1 To the extent applicable, the Adhering Party who is delegating access to the data to a Service Consumer is responsible for linking the Conditions of Exchange to the data to be exchanged. Each Dataset can be provided with one or more attributes. These attributes concern one or more codes to which the Conditions of Exchange of the Adhering Party who is exchanging the data are linked. It is up to the Adhering Parties who are exchanging the data to agree on any (further) commercial arrangements about that exchange with the Service Consumer(s) or data user(s). The Conditions of Exchange are part of the delegation tokens or credentials as shared by the Authorisation Registry of choice by the Service Provider for this specific service.
- 3.2 The Service Provider is responsible for ensuring the Conditions of Exchange as set by the Entitled Party, in accordance with the procedure specified at [Service Levels of Adhering Parties](#) are met. This means for instance but is not limited to ensuring the required [assurance level](#) of identification of the Service Consumer within the context of the iSHARE Framework is met, or if other assurances needed by the Entitled Party are met, like legal coverage or conformance to the specification.
- 3.3 **To the extent applicable, the rights of the Service Consumer related to the exchange of a specific Dataset are determined by the Conditions of Exchange.** The various Conditions of Exchange are linked to the Dataset using one or more data exchange code attributes. If a Dataset does not contain a data exchange code attribute, the default Conditions of Exchange iSHARE. 9999 as indicated in Annex I apply. The Service Provider and the Service Consumer hereby agree to comply with the Conditions of Exchange.
- 3.4 Service Consumers will supervise and are responsible for their Human Service Consumers. Service Consumers will not permit any practice that could lead to improper handling by their Human Service Consumers, including, without limitation, the unauthorized use of authentication tokens linked to individuals and/or the organization, or the use of authentication tokens for any purpose other than the purpose for which they were issued. Service Consumers will make their Human Service Consumers aware of these Terms of Use including the legal responsibilities that come with it.

- 3.5 Certified Parties, Service Providers and Service Consumers per the iSHARE definition are responsible for the security and monitoring of the network connections and systems that it uses in the context of the iSHARE Framework. Certified Parties, Service Providers and Service Consumers will take appropriate technical and organizational measures to safeguard security, including those measures and use of standards as described in Annex III. Certified Parties, Service Providers and Service Consumers shall comply with the applicable service levels specified in Annex III.
- 3.6 In case an Adhering Party notices or suspects irregularities in the data exchanged, the Adhering Party shall immediately notify the Service Consumer(s) and/or the Service Provider concerned. Where applicable, the Service Provider shall immediately notify the Entitled Party.
- 3.7 The Scheme Owner grants the Adhering Party a limited, non-exclusive and non-transferable license to use – during the term of the Accession Agreement – the trademarks and trade names ‘iSHARE’ and ‘iSHARE Adhering Party’ and any other trademarks or trade names related to the iSHARE Framework, as determined by Scheme Owner. The trademarks and trade names may only be used in accordance with the communication guidelines as described in Annex IV.
- 3.8 Optionally, Service Provider(s) can exchange data and/or provide services relating to the data to be exchanged, or any ancillary services, on behalf of an Entitled Party that is not an Adhering Party in the context of the iSHARE Framework. The Service Provider is responsible within the data space or iSHARE Ecosystem for the Entitled Party that is not an Adhering Party.

#### **ARTICLE 4. RIGHTS AND OBLIGATIONS OF CERTIFIED PARTIES**

- 4.1 The Certified Party is responsible for the security and monitoring of the federated and distributed network connections and systems that it uses in the context of the iSHARE Framework. All Certified Parties will take appropriate technical and organizational measures to safeguard the security, including those measures and use of standards as described in Annex III. The Certified Party shall comply with the applicable service levels specified in Annex III.
- 4.2 In addition to its own statutory obligations, the Certified Party shall notify the Scheme Owner and/or any relevant Participant Registry of a (potential) network failure or (suspicion of) a security breach following the incident management process as described in Annex III. The Certified Party shall warrant that the information it provides is complete and accurate.
- 4.3 In case a Certified Party notices or suspects irregularities in the data exchanged, that Certified Party shall immediately notify the Service Consumer(s) and/or the Service Provider concerned. Where applicable, the Service Provider shall immediately notify the Entitled Party.
- 4.4 The Scheme Owner grants the Certified Party a limited, non-exclusive and non-transferable license to use – during the term of the Accession Agreement – the trademarks and trade names ‘iSHARE’ and ‘iSHARE Certified Party’ and any other trademarks or trade names related to the iSHARE Framework, as determined by the Scheme Owner from time to time hereafter. The trademarks and trade names may only be used following the communication guidelines as described in Annex III.

## ARTICLE 5. RIGHTS AND OBLIGATIONS OF THE DATA SPACE GOVERNANCE BODIES AND PARTICIPANT REGISTRIES

- 5.1 The Data Space Governance Bodies and Participant Registries are not allowed to access exchanged data.
- 5.2 The Participant Registry, Data Space Governance Body or both will maintain and optionally publish a registry of Adhering Parties and Certified Parties and their respective roles after explicit approval [through the registration process](#). Also, see here the [Admission Process](#).
- 5.3 The Onboarding Party (Data Space Governance Body or Participant Registry) is entitled to suspend an Adhering Party or Certified Party or terminate the participation and registration thereof in the data space in accordance with the warnings, suspension and exclusion process included in Annex III, or if that party breaches the Accession Agreement, these Terms of Use and/or, the Legal Framework and any other applicable laws and regulations in respect of the iSHARE Framework. Termination of an Adhering Party or Certified Party's participation is done by cancellation of the Accession Agreement with that party by the Onboarding party in writing (including e-mail).
- 5.4 The Onboarding party is obliged to suspend an Adhering Party or Certified Party or terminate the participation and registration thereof in the data space or iSHARE Ecosystem in accordance with the warnings, suspension and exclusion process included in Annex III, if requested to do so by the Scheme Owner.
- 5.5 The Data Space Governance Bodies determine under which conditions parties will be admitted to the data space. The standards and (technical) specifications under which Certified Parties and the Adhering Parties will be accredited are specified in Annex III to these Terms of Use.

## ARTICLE 6. SCHEME OWNER

- 6.1 The Scheme Owner is not allowed to access exchanged Data.
- 6.2 The Scheme Owner will maintain and optionally publish a registry of Adhering Parties and Certified Parties and their respective roles within the iSHARE Framework after explicit approval [through the registration process](#). Also, see here the [Admission Process](#).
- 6.3 The Scheme Owner via the Data Space Governance Bodies is entitled to suspend an Adhering Party or Certified Party or terminate the participation and registration thereof in the iSHARE Ecosystem in accordance with the warnings, suspension and exclusion process included in Annex III, or if that party breaches the Accession Agreement, these Terms of Use and/or, the Legal Framework and any other applicable laws and regulations in respect of the iSHARE Framework. Termination of an Adhering Party or Certified Party's participation is done by cancellation of the Accession Agreement with that party by the onboarding party in writing (including e-mail).
- 6.4 The Scheme Owner determines under which conditions parties will be admitted to the iSHARE ecosystem. The standards and (technical) specifications under which Certified Parties and the Adhering Parties will be accredited are specified in Annex III to these Terms of Use.
- 6.5 At least every 24 months, the Certified Party shall conduct an audit through an independent certified auditor to verify compliance with the conditions, standards and (technical) specifications under





which the Certified Party is accredited. As an exception to the required audit referred to in the preceding sentence, the Certified Party may also provide audit reports that are conducted by independent third parties for other purposes, but only if these audit reports adequately demonstrate the Certified Party's compliance with the conditions, standards and (technical) specifications under which the Certified Party is accredited. In addition to the bi-annual audit, the Scheme Owner or the respective Data Space Governance Body in its sole discretion, may determine that more frequent audits are required when there are specific grounds for suspecting a possible breach of these conditions, standards or (technical) specifications. Unless otherwise agreed with the Scheme Owner or the Data Space Governance Body, the Certified Party will conclude each audit within thirty (30) days. The findings resulting from any audit will be evaluated in mutual consultation by the Scheme Owner and the Certified Party. The costs of all audits will be borne by the Certified Party.

- 6.6 The Scheme Owner may directly or indirectly charge a periodic service fee to Certified and Adhering Parties. If the Scheme Owner decides to charge any such fees, the amounts due and terms of payment will be outlined in a separate agreement between the Scheme Owner or data space governance body and the respective parties.

## **ARTICLE 7. CONFIDENTIALITY AND PRIVACY**

- 7.1 All parties to whom (access to) information (including the data) is provided shall only use that information for the purpose and under the condition for which it has been provided. Neither party shall provide the information to any third party other than those to whom he may provide information within the context of the iSHARE Framework, or as otherwise agreed between the parties unless it is obliged to do so in pursuance of a statutory duty or required by court order. Furthermore, the parties shall accept the duty to observe strict secrecy when the information is marked as confidential or when the receiving party knows or should reasonably suspect that the information was intended to be confidential.
- 7.2 The parties shall protect the information against unauthorized access using a level of protection that is appropriate given the nature of the information.
- 7.3 The parties only process personal data if and to the extent necessary for the performance of its rights and obligations within the context of the iSHARE Framework. The processing of personal data shall be in accordance with applicable privacy and data protection law.
- 7.4 Information collected on any activity of a natural or legal person for the provision by a data Intermediary of its relevant service(s) (including the date, time and geolocation data, duration of activity, connections to other natural or legal persons established by the person who uses the service) may only be used by Data Intermediaries for the development of that/those respective service(s), which may entail the use of data for the detection of fraud or cybersecurity, and shall be made available to the relevant Entitled Party upon request.
- 7.5 All Data Intermediaries are responsible for their own compliance with the applicable legislation surrounding privacy and data protection, in particular when data intermediations are provided directly to data subjects.

## **ARTICLE 8. LIABILITY**

- 8.1 The liability of the Adhering Parties shall be followed and determined by the involved parties and



if not specified by general rules of Dutch law. Certified Parties may opt to limit their liability for claims imposed by Adhering Parties in a separate agreement concluded between the Certified Party and Adhering Parties, to which agreement the Scheme Owner is explicitly not a party.

- 8.2 To the extent permitted by law, the Scheme Owner expressly disclaims any and all liability for damages of any kind incurred by any party. However, the Scheme Owner's liability is not limited to damages that are the result of deliberate recklessness or wilful misconduct by the Scheme Owner and/or its management or other matters for which it is unlawful to exclude liability.
- 8.3 In all cases involving the Scheme Owner the general rules of Dutch law are applicable irrespective of jurisdiction determined by other parties.

## **ARTICLE 9. SETTLEMENT OF DISPUTES**

- 9.1 In the event of disputes between the parties arising from and/or in connection with the performance of operations within the iSHARE Ecosystem, including disputes regarding compensation for damages, the parties should first endeavour to resolve the disputes by mutual agreement. If the dispute cannot be resolved between the parties, the Data Space Governance Bodies or the Scheme Owner may perform a facilitating role in resolving the dispute, to the extent this is within its reasonable control.
- 9.2 In case of a dispute between the parties related to a (suspected) violation of the iSHARE Framework, the Scheme Owner and/or Data Space Governance Body shall have the right to audit the suspected offender, which can either be an Adhering Party or a Certified Party ("Investigated Party"), to verify its compliance with the iSHARE Framework. The Investigated Party shall provide all cooperation reasonably requested by the Scheme Owner and/or Data Space Governance Body in due time and free of charge. This means, inter alia, that the Investigated Party shall provide all information and provide access to all locations insofar as this is reasonably required given the audit. The costs of the audit shall be borne by the Adhering and/or Certified Party who raised the dispute unless the audit reveals that the Investigated Party has materially breached its obligations under the iSHARE Framework, in which event the costs of the audit shall be borne by the Investigated Party in full.
- 9.3 If the dispute, whether or not after conducting an audit, cannot be resolved through constructive dialogue, the parties may always submit disputes to the competent civil courts or any other dispute resolution body. The costs of the court action shall be borne by the Adhering and/or Certified Party who raised the dispute unless the audit reveals that the Investigated Party has materially breached its obligations under the iSHARE Framework, in which event the costs of the court action shall be borne by the Investigated Party in full.

## **ARTICLE 10. AMENDING THE TERMS OF USE**

- 10.1 The Scheme Owner is entitled to amend or supplement these Terms of Use and its Annexes in accordance with the release management process as described in Annex III. The amended Terms of Use will be communicated at least thirty (30) days before the amended Terms of Use become effective. Changes to the Terms of Use resulting from mandatory law or changes of minor importance may be implemented at any time without notification being required and without the Adhering Party or Certified Party being entitled to terminate the Accession Agreement.
- 10.2 If the Adhering Party or Certified Party does not accept an amendment to the Terms of Use, the Adhering Party's or Certified Party's participation in the iSHARE Ecosystem can be terminated on





the date on which the amended Terms of Use take effect by notifying the Scheme Owner in writing (including e-mail).

## **ARTICLE 11. DURATION**

- 11.1 These Terms of Use shall remain in force as long as a party remains registered with the respective Participant Registry or the Scheme Owner or for the duration described in the Conditions of Exchange, whichever is longer.
- 11.2 A party can cancel his registration by terminating the Accession Agreement. Termination is subject to a one-month notice period for Adhering Parties, and a six months' notice period for Certified Parties. After giving notice of termination of the Accession Agreement, a Certified Party shall communicate the termination of its participation following the withdrawal process described in Annex III.
- 11.3 Any activities performed by each party during the term of the Accession Agreement shall be governed by these Terms of Use and liabilities will remain in place even in case of termination for the stipulated duration that law permits.

## **ARTICLE 12. FINAL PROVISIONS**

- 12.1 These Terms of Use are governed by Dutch law and the parties agree to submit to the courts of Amsterdam.
- 12.2 The parties are not authorized to transfer their rights and obligations in accordance with the iSHARE Framework to any third party, except with written permission from the respective Participant Registry or the Scheme Owner.
- 12.3 The parties have a continuous obligation to keep their registration with the Participant Registry or the Scheme Owner up-to-date and to notify the Participant Registry or the Scheme Owner of any material changes in the corporate structure and/or ownership of its business.
- 12.4 If any provision of these Terms of Use (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these Terms of Use, and the validity and enforceability of the other provisions of these Terms of Use shall not be affected. In such an event, the Scheme Owner shall include a suitable replacement provision.

## **ANNEXES**

Annex I: [Conditions of Exchange](#)

Annex II: [Legal Context](#)

Annex III: [Trust Framework](#)

Annex IV: Brand and Communication Guidelines