

## Data Responsibility Agreement

The Chemistry IT file storage service is provided as a shared departmental resource and is intended to support research and administrative activities. While reasonable measures are taken to maintain system reliability and data integrity, the Department of Chemistry does not guarantee uninterrupted availability or protection against data loss, corruption, or hardware failure.

PI and research groups are responsible for maintaining independent backups of all critical research data. Chemistry IT strongly recommends that important data be backed up to an additional secure location for data redundancy.

### Chem IT File Storage Service Terms

1. **Service description.** Chem IT will provide 500 GB of storage at a one-time fee of \$50 / year min of 5 years commitment. Data is mirrored with two copies including an offsite location.
2. **No warranties.** The service is provided “as is” and “as available.” Chem IT does not make any express or implied warranties, including warranties of performance, merchantability, fitness for a particular purpose, data integrity, or non-infringement.
3. **No guarantee of protection or recovery.** Chem IT uses reasonable measures to protect data, but does not guarantee protection against loss, corruption, unavailability, ransomware, unauthorized access, or successful recovery of data.
4. **Customer responsibilities.** You are solely responsible for.
  - a. Maintaining separate, independent backups of all data you store with this service.
  - b. Verifying that the service meets your regulatory, ethical, and research requirements.
  - c. Encrypting sensitive data where applicable and restricting access appropriately.
  - d. Not storing data that is prohibited by University policy, law, funding agreements, or ethics approvals.
5. **Capacity and retention.** Quotas apply. Data exceeding the quota may be blocked or removed. At the end of the term, you must copy or remove your data. Chem IT may delete data after the term ends.
6. **Planned and unplanned outages.** Maintenance windows and outages may occur without notice. Service levels are not guaranteed.
7. **Limitation of liability.** To the maximum extent permitted by law, Chem IT, the Department of Chemistry, the University, and their employees and agents will not be liable for any damages arising out of or related to the service or your data, including loss, corruption, disclosure, or unavailability of data, lost profits, loss of use, or any indirect, incidental, special, exemplary, or consequential damages. Total cumulative liability, if any, will not exceed the fees you paid for the specific service during the term in which the claim arose.

8. **Indemnity.** You agree to indemnify and hold harmless Chem IT, the Department, the University, and their employees and agents from claims, damages, and costs arising from your data, your use of the service, or your breach of these terms.
9. **Compliance.** You agree to comply with University policies and all applicable laws and research ethics requirements. Chem IT may suspend or terminate access for policy or legal violations.
10. **Data classification.** You must not store data classified as prohibited or restricted under University policy unless you have written authorization and use approved controls appropriate to that classification.
11. **Term, termination, and data disposition.** The term is 5 years unless renewed in writing. Chem IT may suspend or terminate the service for operational, security, or policy reasons. Upon termination or expiration, Chem IT may delete data after a reasonable period. You are responsible for extracting your data before deletion.
12. **Acceptance.** By using the service, paying the fee, or storing data, you acknowledge that you have read and agreed to these terms.
13. **Governing law.** These terms are governed by the laws of Ontario and the applicable policies of the University.