

Diggs dnr: 2025-XXXXX

# Anslutningsavtal Auktorisationssystem för digital post

*Huvudavtal*

*Agency for Digital Government*

*[Supplier]*

## 1. Parties

This Agreement (the 'Affiliation Agreement') regarding the Supplier's affiliation to the Digital Mail Authorisation System has been entered into between:

Digital Government Agency (Digg), corporate identity number 202100-6883, (the Providing Authority)

and

[Company name of the Supplier], corporate identity number [xxxxxx-xxxx] (the Supplier).

Individually referred to as 'Party' and jointly referred to as 'Parties'.

If the Supplier is a government authority, the Affiliation Agreement shall be regarded as an agreement on the terms and conditions that shall apply to the Supplier's affiliation to the Digital Mail Authorisation System, rather than a civil-law agreement. The reason for this is that state authorities cannot enter into civil-law agreements with each other. The Parties shall ensure that the terms and conditions and the principles set out in the Affiliation Agreement are complied with throughout the duration of the agreement.

## 2. Contractual Documents and Order of Interpretation

The Affiliation Agreement consists of this document (the 'Main Agreement') with possible amendments and additions, as well as the Affiliation Agreement's General Terms and Conditions for the Digital Mail Authorisation System in force at any given time and its Sub-Annexes (General Terms and Conditions).

The version of the General Terms and Conditions in force at any given time is available on the Providing Authority's website.

If there are conflicting provisions in the documents constituting the Affiliation Agreement, the provisions of the Main Agreement

shall prevail over those of the General Terms and Conditions, unless the circumstances clearly require otherwise. If the Parties have agreed on any amendments or additions to the Main Agreement, such amendments shall take prevail over the provisions of the Main Agreement.

### 3. Background

#### 3.1 Digital Mail Authorisation System

According to the Act (2023:704) on Authorisation Systems for Electronic Identification Services and for Digital Mail, an authority must provide authorisation systems for, inter alia, digital mail services.

An authorisation system as defined by the Act means a system in which:

1. the authority providing the system approves that providers of electronic identification services for individuals or for digital mail may enter into an agreement within the system and enter into agreements with each of the approved providers for the provision of such services;
2. an individual has the right to choose the provider that will perform the services on behalf of the individual; and
3. a public operator may use the services in its activities under contract with the Providing Authority.

The Ordinance (2023:709) on authorisation systems for electronic identification services and for digital mail specifies which the Providing Authority is.

#### 3.2 Approval and Entry Into Agreements

It follows from the Act on Authorisation Systems that the Providing Authority shall approve an application to join an authorisation scheme for those providers who meet the requirements for approval.

Once the Providing Authority has approved an application for affiliation, it shall, as soon as possible, enter into an agreement with the Supplier for the provision of the service. Through the

signature of the Agreement, the approval loses its effect and the Supplier will transition to being affiliated to the Authorisation System.

Therefore, a provider that terminates, or for any other reason ceases to be affiliated to the Digital Mail Authorisation System, needs to reapply for approval, if it anew wishes to become affiliated to authorisation systems.

#### 4. Description of the Scope of the Affiliation Agreement

By entering into an Affiliation Agreement with the Providing Authority, the Supplier becomes affiliated to the Digital Mail Authorisation System.

Through the affiliation to the Digital Mail Authorisation System, the Supplier obtains a non-exclusive right to supply digital mail services within the Digital Mail Infrastructure, through the Digital Mail Infrastructure, in return for remuneration by the Providing Authority.

The services included in the Digital Mail Authorisation System are set out in the General Terms and Conditions.

#### 5. Term of the Agreement

The Affiliation Agreement shall enter into force on [date].

The date of entry into force presupposes that both Parties have signed the Affiliation Agreement.

The Affiliation Agreement shall thereafter remain in force until further notice.

The termination and cessation of the Affiliation Agreement are regulated by the General Terms and Conditions.

## 6. Amendments and Additions to the Affiliation Agreement

Amendments and additions to the Main Agreement may only be made after dialogue between the Parties.

Any amendments or additions to the Main Agreement shall be documented in writing by the Providing Authority. The written documentation shall be made available to the Supplier.

The Providing Authority has the right to make amendments and additions to the General Terms and Conditions. The conditions for the Providing Authority to make amendments and additions to the General Terms and Conditions are laid down in the General Terms and Conditions.

## 7. Transfer

### 7.1 Transfer of Rights and Obligations

The Supplier may not transfer its rights or obligations under the Affiliation Agreement to another operator without the written consent of the Providing Authority.

### 7.2 Conditions for the Transfer of an Agreement

The Supplier may not transfer the Affiliation Agreement to another operator without the written consent of the Providing Authority.

For the Providing authority to approve the transfer, it is necessary that

1. the new operator is connected to the Digital Mail Infrastructure;
2. the new operator fully or partially takes the place of the original Supplier as a result of corporate restructuring, including takeover, merger, acquisition or insolvency;
3. the partial or total succession of an operator into the position of the original Supplier does not entail other substantial changes to the Accession Agreement; and

4. the new operator meets the requirements for a Supplier's application for connection to the Digital Mail Authorisation System to be approved.

## 8. Applicable law and dispute

The Affiliation Agreement shall be interpreted and applied in accordance with Swedish law.

Any disputes concerning the interpretation or application of the affiliation Agreement and related legal relationships shall be settled by the ordinary courts, with the Stockholm District Court as the court of first instance.

If the Parties are state authorities, the following shall apply in lieu of the provisions of the preceding paragraph: any disputes arising out of the Affiliation Agreement shall be resolved through negotiations between the Parties with a view to reaching a mutual agreement.

## Signature

The Main Agreement has been drawn up in two identical copies, of which each Party has received one.

Providing Authority  
Digg

The Supplier  
[Name of the Supplier]

\_\_\_\_\_  
[Name]  
[Title]

\_\_\_\_\_  
[Name]  
[Title]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date