

Terms and conditions for govroam access

Parties

- (1) JISC SERVICES LIMITED incorporated and registered in England and Wales with company number 2881024 whose registered office is at One Castle Park, Tower Hill, Bristol BS2 0JA ("the Operator").
- (2) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] ([insert short form of name of company]).

Introduction

- A. Govroam is a service that facilitates roaming access to network resources. The Operator has expertise in this field in the education sector and is using its expertise and experience and extending it to local and central government, health and other publicly owned bodies.
- B. Responsibility for the provision of govroam is shared jointly between the Operator (which provides the core infrastructure) and Members (which provide the edge infrastructure).
- C. The management of govroam has been delegated by the Members to the Operator and the Operator is ultimately responsible for maintaining effective governance of govroam. It discharges this responsibility by defining the policies governing membership of govroam and for the responsibilities that govroam membership entails. This agreement sets out some of the rules of membership of govroam and the terms and conditions on which the Operator provides govroam to Members

1. Interpretation

1.1. The following definitions and rules of interpretation will apply in this agreement:

End User	means a user of a Member's resources or services made available under the framework of govroam, whether at the Member's premises or away from them, and who is affiliated to the particular Member providing such resources or services;
Good Practice	means good practice for the authentication and authorisation of users of on-line resources and services, as generally accepted within the IT industry from time to time;
Govroam/the Service	means roaming access to Wi-Fi, VPN and email services for the public sector, and is described in further detail in the Service Definition (which can be found on the Jisc website).
Operator Procedures	means the Govroam Service Definition document, which is published on the Jisc website, and may be updated by Operator from time to time;
Group	In relation to a party: the party, its subsidiaries, its holding companies and any subsidiaries of such holding companies where Subsidiary and Holding Company have the meanings ascribed to those terms in section 1159 of the Companies Act 2006.
JSL Policies	The Janet Acceptable Use Policy and the Janet Security Policy as may be amended, restated, or renamed by JSL from time to time and which are published by JSL on its website (with each being referred to as a "JSL Policy"). These can be found at: https://community.jisc.ac.uk/library/acceptable-use-policy and https://community.jisc.ac.uk/library/janet-policies/security-policy respectively.
Member/s	means any organisation or institution which has registered to join govroam, (whether directly with the Operator or through an RFO), or a commercial provider not using govroam itself but acting as an RFO for its customers, and a reference to the Member/s in these Terms will be a reference to [insert name of the contracting party], and/or those members which provide user credentials/and or services and resources to End Users and/or RFOs and/or members of the RFO's federation, as appropriate;
Regional Federation Operator (RFO)	means the regional operator of a roaming federation that participates in govroam on behalf of other organisations. An RFO may or may not be a Member in its own right;
System	means the Member's hardware, software and any other IT asset which is used to process data;
Technical Specifications	means the Govroam Technical Specification document published on the Jisc website, as may be updated by Operator from time to time;
Working Day	means any day of the week, other than Saturday, Sunday, Christmas Day, Boxing Day, New Year's Day, Good Friday, the first and last Monday in May and any Public Holiday given in lieu when any of the above days fall on a weekend.

1.2. Clause and paragraph headings will not affect the interpretation of this agreement.

1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

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- 1.4. A reference to a company will include any company, corporation or other body corporate, wherever and however incorporated or established.
 - 1.5. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made under that statute or statutory provision.
 - 1.6. A reference to writing or written includes e-mail.
 - 1.1. In the event of any conflict or inconsistency between the terms of this agreement and the Technical Specifications and including recommendations for use of personal data, then the terms of this agreement will prevail.

2. Commencement and duration

- 2.1. These are the terms and conditions (Terms) on which the Operator supplies the Service to the Member. These Terms will apply to any agreement between the Operator and the Member to the exclusion of all other terms and conditions and the Member acknowledges that the Terms are binding upon and enforceable against the Member by the Operator.
- 2.2. The agreement will commence on the date on which it has been signed by all the parties and continue for a minimum period of 12 months (unless terminated earlier in accordance with clause 10).
- 2.3. Where the contracting party to this Agreement is an RFO, the RFO will ensure that its contracts with the members of its federation ("RFO Agreements") will include terms which are materially similar to the terms and conditions set out in Schedule 1. The RFO will not agree to terms that would tend to negate or materially dilute the terms and conditions in Schedule 1. The RFO will promptly notify the Operator of any material breach of any RFO Agreement and will cooperate with the Operator in any action to mitigate any damages suffered by the Operator in the event of any such breach. The Operator may require the RFO to suspend or terminate the Service to a Member who breaches the terms of an RFO Agreement.

3. Membership

- 3.1. Full details of eligibility for membership and the enrolment process is set out in the Govroam Service Definition. These include:
 - 3.1.1. An organisation wishing to become a member must be more than 50% publicly funded; or
 - 3.1.2. Have charitable status; or
 - 3.1.3. Be a commercial organisation providing services to a state or public body; or
 - 3.1.4. A commercial provider acting as an RFO for its govroam customers.
- 3.2. The Member warrants and represents that it fulfils the criteria for eligibility set out in the Operator Procedures and in this agreement and will continue to do so during the duration of this agreement. If at any time, the Member ceases to fulfil all the eligibility criteria set out in the Operator Procedures, it will withdraw from membership of govroam with immediate effect.
- 3.3. The Member acknowledges that the Operator may, without incurring any liability to the Member and without prejudice to any other rights or remedies of the Operator, take such action or may require the Member to take such action, as is necessary, in the opinion of the Operator, to protect the legitimate interests of other Members or the reputation of govroam or the Operator or to ensure the efficient operation of govroam.
- 3.4. The Operator will provide support to Members as detailed in the Operator Procedures.

4. Provision of the Service

- 4.1. The Operator will provide the Service to the Member in accordance with these Terms.
- 4.2. Subject to compliance by the Member with the Terms, the Member will have the limited right to access and use the Service, in accordance with the tariff set out at [\[insert link\]](#).
- 4.3. The Member's right to use the Service is subject to the JSL Policies. The Member's continued use of the Service constitutes the Member's agreement to comply with the JSL Policies.
- 4.4. The Member is responsible for all actions and omissions by its End Users and a breach by the End Users of the JSL Policies or the terms of the agreements between the End Users and the Member will be deemed a breach of the Terms by the Member. A Member which is also an RFO is responsible for all actions and omissions by its Members and End Users and a breach by the Member of the JSL Policies or of the terms of the RFO Agreement will be a breach by the RFO of these Terms.
- 4.5. The Member will provide the End User with support services, including but not limited to First Line support, as set out in the Operator Procedures.
- 4.6. RFOs shall additionally comply, and shall ensure that their member organisations comply, with the following incident reporting, escalation and resolution service levels:

	Severity 1 Incident (Multiple RFO member organisations suffer complete loss of service)	Severity 2 Incident (Individual RFO member organisation suffers complete loss of service)	Severity 3 Incident (RFO member organisation(s) suffer degraded or intermittent service)
RFO member organisation to RFO	RFO member organisation to: » Respond to End User and inform Jisc direct within 1 hour » Use best efforts to fix within 4 hours » Escalate to RFO after 4 hours if still unfixed	RFO member organisation to: » Respond to End User and inform RFO within 1 hour » Use best efforts to fix within 2 days » Escalate to RFO after 2 days if still unfixed	RFO member organisation to: » Respond to End User within 8 hours » Use best efforts to fix within 5 days » Escalate to RFO after 5 days if still unfixed
RFO to Jisc	RFO to: » Respond to RFO member organisation and inform Jisc within 1 hour » Use best efforts to fix within 4 hours » Escalate to Jisc after 4 hours if still unfixed	RFO to: » Respond to RFO member organisation and inform Jisc within 4 hours » Use best efforts to fix within 2 days » Escalate to Jisc after 2 days if still unfixed	RFO to: » Respond to RFO member organisation within 8 hours » Use best efforts to fix within 5 days » Escalate to Jisc after 5 days if still unfixed

- 4.7. The Operator does not warrant or guarantee the performance of the internet or that the transmission of information over the internet will be secure or that the internet will be accessible at all times.

5. Responsibilities of the Operator

- 5.1. The Operator will provide central infrastructure in accordance with the service level agreement (SLA) as set out below.
- 5.2. The target availability for the national RADIUS proxy is 99.5% during the hours of service, measured monthly over a 12-month period, excluding service-affecting maintenance.
- 5.3. The Operator will provide phone and email support at business-to-business level, as follows:
- 5.3.1. For incidents with actual or potential information security or service integrity implications, the Member must inform the Operator promptly, who may delegate subsequent incident investigation and management to the Janet network CSIRT. In such cases the charges associated with CSIRT response will be met by the Operator. Janet CSIRT work to the service levels specified in [jisc.ac.uk/csirt - service-level](https://www.jisc.ac.uk/csirt-service-level).
- 5.3.2. For general enquiries or technical questions the Member should contact the govroam Operational team at govroam@jisc.ac.uk who will acknowledge receipt within 4 hours within a working day, and provide a solution or initiate further investigation to all enquiries as soon as possible but no longer than 5 working days.

6. Responsibilities of the Member

- 1.1. The Member warrants and undertakes that:
- 6.1.1. all and any data, when provided to the Operator or another Member (as the case may be), are accurate and up-to-date and any changes to this data are promptly provided to the Operator; and

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- 6.1.2. it holds and will continue to hold all necessary licenses, authorisations and permissions required to meet its obligations under the Terms.
 - 6.2. The Member will:
 - 6.2.1. use its reasonable endeavours to comply with the Technical Specification, save where it is an RFO which is not using the Service itself or a commercial provider acting as an RFO for its govroam customers;
 - 6.2.2. observe Good Practice in relation to the configuration, operation and security of the System; and
 - 6.2.3. observe Good Practice in relation to the exchange and processing of any Data and in the obtaining and management of the DNS names, digital certificates and private keys used by the System;
 - 6.3. The Member will not act in any manner that damages or is likely to damage or otherwise adversely affect the reputation of the Operator.
 - 6.4. The Member will give reasonable assistance, at its own cost, to any other Member investigating misuse of the Service. In particular, if the Member uses an outsourced identity provider, it must secure cooperation from their identity provider to work with the other Member to investigate and take action in respect of such misuse. Such assistance may include, but is not limited to:
 - 6.4.1. Sharing RADIUS logs
 - 6.4.2. Sharing DHCP logs
 - 6.4.3. Providing details of support interactions
 - 6.4.4. Documenting evidence of any infraction by a visiting user.
 - 6.5. The Member will generate anonymised usage statistics in such formats as may be agreed for service development and/or other purposes agreed in writing from time to time with the Operator.
 - 6.6. In the event of any incident (security or otherwise) that involves the Police or other authorities, the Member must inform the Operator at the earliest opportunity. The Operator and/or Janet CSIRT will liaise with the authorities on the Member's behalf during the resolution of such incidents.

7. Use of the Service

- 7.1. The Member warrants that any use of the Service by End-Users complies with the JSL Policies, and the Member will indemnify the Operator for any breach of this warranty.
- 7.2. The Member will not provide the Service to any organisation, institution or individual who does not satisfy the eligibility criteria set out in the Operator Procedures.
- 7.3. The Member will not do anything that is likely to adversely affect the provision of the Service.
- 7.4. The Operator will notify the Member of any claims or legal proceedings which are brought or threatened against the Operator by a third party because of any use of the Service in breach of the JSL Policies, and the Operator will keep the Member informed of the progress of these claims or proceedings and have due regard to any representations the Member wants to make.
- 7.5. The Operator has the right to suspend the Service and terminate the agreement immediately in the event of a breach by the Member of the Terms or the JSL Policies.

8. Charges and payment

- 8.1. The Member will pay the monthly recurring subscription specified by the Operator and set out as published on the Jisc website.
- 8.2. The Operator may change the annual subscription fee and any payment terms by giving the Member no less than 6 months' notice in writing of any such change. If such change is not acceptable to the Member it may, within 20 Working Days of the notice being received, terminate its membership of govroam, as set out in Section 10.
- 8.3. The Operator will invoice the Member for the annual subscription. The Member will pay all amounts within 30 days of the date of the invoice. The subscription fee is exclusive of value added tax and any such applicable tax will be added to the invoice and paid by the Member.
- 8.4. If the Member fails to make any payment due to the Operator, by the due date for payment, then, without limiting the Operator's remedies under clause 10, the Operator will be entitled to:
 - 8.4.1. suspend the Service and trigger the dispute resolution procedure under this agreement; and
 - 8.4.2. charge the Member interest on the overdue amount at the rate of 4% per annum above HSBC Bank's base rate from time to time. Such interest will accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Member will pay the interest together with the overdue amount.
 - 8.4.3. In the event of an RFO being in default, the Operator will have the right to notify both the RFO and the members within that federation that their access to govroam is at risk.

9. Publicity and use of logo

- 9.1. The Member may use the govroam logo, which is set out as published on the Jisc website in accordance with the following govroam logo usage rules:
 - 9.1.1. The Member will not change or add to the logo;
 - 9.1.2. The Member may use the govroam logo in all forms of related marketing collateral (eg leaflets, service catalogues), but the logo should only be publicly displayed where a visiting user might expect to get govroam connectivity.
 - 9.1.3. The Member should inform the Operator of such uses, and provide in electronic form copies of any marketing collateral produced.
- 9.2. The Member grants the Operator the right to publish the Member's name for the purpose of promoting govroam.

10. Termination

- 10.1. The Member may withdraw from govroam upon 20 Working Days' prior written notice to the Operator. Upon a withdrawal from govroam by a Member, no refund of the annual subscription will be payable by the Operator to the Member, unless this is agreed in writing by the Operator prior to such withdrawal. Any refunds will be made at the discretion of the Operator and will be pro-rata to the withdrawal date within the subscription year.
- 10.2. In the event that the withdrawing member is an RFO, the RFO will give 60 Working Days' prior written notice to the Operator in order to allow the remaining Members of its federation sufficient time to appoint a new RFO or make alternative arrangements to continue their membership of govroam.

10.3. The Operator may, under exceptional circumstances and/or following consultation with stakeholders, dissolve govroam upon no less than 12 months' notice to all Members if the govroam service is:

- 10.3.1. considered and found to be no longer financially sustainable; or
- 10.3.2. considered to be no longer within the interests of the Members; or
- 10.3.3. superseded by a future replacement service; or
- 10.3.4. has been rendered impossible to deliver by changes in legislation or mandatory security advice from Central government.

The Operator will have the final decision as to whether the circumstances in Clause 10.3 apply.

10.4. Without affecting any other right or remedy available to it, the Operator may terminate this agreement with immediate effect by giving written notice to the Member if:

- 10.4.1. the Member fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
- 10.4.2. the Member commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- 10.4.3. the Member repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- 10.4.4. the Member has a receiver, administrative receiver, administrator or other similar officer appointed over it or over any part of its undertaking or assets or passes a resolution for winding up (other than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order or enters into any voluntary arrangement with its creditors or ceases or threatens to cease to carry on business or is unable to pay its debts or is deemed by section 123 of the Insolvency Act 1986 to pay its debts, or undergoes or is subject to any analogous acts or proceedings under any foreign law; or
- 10.4.5. any warranty given by the Member in this agreement is found to be untrue or misleading.

10.5. If the Operator terminates an agreement with a Member within a federation for any of the reasons above, the Operator will inform the RFO of the federation.

10.6. The Member will not be entitled to payment of any compensation or damages upon termination of its membership.

11. Consequences of termination

11.1. Upon termination of this agreement, howsoever caused:

- 11.1.1. The Operator will inform the remaining members that the Member is no longer a Member and cease advertising its membership through published materials;
- 11.1.2. The organisation, institution or individual (as the case may be) will at its own cost:
 - 11.1.2.1. Cease to hold itself out as being a Member and will inform End Users that its membership has ceased; and

11.1.2.2. Remove the govroam logo from all of its materials.

- 11.2. Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement will remain in full force and effect.
- 11.3. Termination or expiry of this agreement will not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

12. Suspension of service

- 12.1. The Operator may terminate or temporarily suspend the Service if:
- 12.1.1. The Operator is entitled to terminate the agreement under any of the provisions of these terms and conditions;
 - 12.1.2. the Member is in arrears with any payment due under the agreement for more than 7 days.
- 12.2. The Operator will be entitled to prevent any of the End Users from continuing to use the Service if the End User has used the Service:
- 12.2.1. in a way that is likely to adversely affect with the Operator's ability to provide the Service to the Member or any third party;
 - 12.2.2. in violation of the JSL Policies or applicable law.
- 12.3. If, in the Operator's opinion, an End User is in breach of the terms under Section 12.2 above, the Member will procure that the End User is prevented from using the Service.
- 12.4. Where the Service is suspended under this paragraph, the Member will continue to pay the subscription fee for the Service until the agreement has been terminated by either party in accordance with clause 10.
- 12.5. The Operator will inform the RFO if it suspends the Service to any of the Members of its federation.

13. Limitation of liability and disclaimer

- 13.1. Unless agreed otherwise in writing between Members, the Member will have no liability to any other Member solely by virtue of the Member's membership of govroam. In particular, membership of govroam alone does not create any enforceable rights or obligations directly between Members.
- 13.2. The Member acknowledges and agrees that, although the Operator may carry out certain auditing, monitoring and verification activities in respect of Members, as set out in the Operator Procedures and pursuant to Section 14.1, the Operator will not be obliged to carry out such activities and will have not have any liability to any Member in respect of such activities.
- 13.3. The Member acknowledges and agrees that the Operator has no liability whatsoever in respect of authentication of End Users and that this will be the responsibility of the Member carrying out such authentication.
- 13.4. The Operator will not be liable under any circumstances to any Member, whether in contract, tort (including negligence), breach of statutory duty or misrepresentation or otherwise for any loss or damage arising from any claims related to, or arising from in any way the authentication and authorisation framework created by govroam, and the Member will indemnify the Operator against all claims and proceedings brought by any End User and/or any Member against the Operator and any associated costs damages or expenses suffered by the Operator.

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- 13.5. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the agreement.
- 13.6. Nothing in these conditions excludes the liability of the parties for:
- 13.6.1. death or personal injury caused by their negligence; or
 - 13.6.2. fraud or fraudulent misrepresentation.
- 13.7. Subject to condition 13.6:
- 13.7.1. The Operator will not be liable for any errors or interruption in the technical boarding process, whether within or outside its control;
 - 13.7.2. The Operator will not be liable under any circumstances to the Member or any End-User, and the Member will not be liable to the Operator, whether in contract, tort (including negligence), or for breach of statutory duty or otherwise, for any:
 - 13.7.2.1. loss of profits;
 - 13.7.2.2. loss of business
 - 13.7.2.3. depletion of goodwill or similar losses;
 - 13.7.2.4. loss of anticipated savings;
 - 13.7.2.5. loss of goods;
 - 13.7.2.6. loss of contract;
 - 13.7.2.7. loss of use of Service;
 - 13.7.2.8. loss or corruption of data or information; or
 - 13.7.2.9. special, indirect, consequential or pure economic loss, costs, damages, charges or expenses, that arises under or in connection with this agreement.
- 13.8. Subject to clause 13.6, the Operator's total aggregate liability to the Member, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, arising under or in connection with this agreement will be limited to the greater of £25,000 and the amount of annual charges paid by the Member under this agreement in the 12-month period preceding the event giving rise to such liability.
- 13.9. The Operator will not be held responsible for any loss, damage or inconvenience any Member or any End-User may suffer for emergencies or scheduled maintenance.

14. Audit and compliance

- 14.1. The Member acknowledges and agrees that the Operator will, with reasonable notice to the Member, have the right to audit the System and the Member's processes and documentation to verify that the Member is complying with the Terms. The Member will co-operate with and provide such assistance as reasonably required by the Operator in connection with such audit.
- 14.2. Whether pursuant to an audit or otherwise, if the Operator has reasonable grounds for believing that the Member is not complying with the Terms, then the Operator may notify the Member of such non-compliance in sufficient detail to allow the Member to take appropriate remedial action. Following receipt of such notice, the Member must promptly and in any event within 20 Working Days of such notice, remedy the non-compliance. If the Member has not remedied the non-compliance to the Operator's reasonable satisfaction within 20 Working Days of the notice, then the Operator may terminate the Member's membership of govroam.

- 14.3. For a Member of a federation, any evidence of non-compliance will be supplied to the RFO by the Operator. All such information and/or evidence will be anonymised where required.

15. Confidential information

- 15.1. Each party undertakes that it will not at any time during this agreement, and for a period of 3 years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 15.2.
- 15.2. Each party may disclose the other party's confidential information:
- 15.2.1. to other companies in its Group, its or its Group's employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party will ensure that any third party to whom it discloses the other party's confidential information complies with this clause 15; and
 - 15.2.2. where the Member contracts for RFO services with a third party to carry out all or part of its obligations under or in connection with this agreement. Each party will ensure that any third party to whom it discloses the other party's confidential information complies with equivalent obligations to this clause 15; and
 - 15.2.3. as may be required by law, court order or any governmental or regulatory authority.
- 15.3. No party will use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

16. Privacy and data protection

- 16.1. In this clause the following words and expressions will have the following meanings: "Personal Data", "processing" and "process" will all have the meaning set out in section 1 (1) of the Data Protection Act 1998.
- 16.2. The Operator will process the Personal Data only in accordance with the Member's instructions from time to time and will not process the Personal Data for any purpose other than the purpose of this Agreement.
- 16.3. The Member warrants and represents that the Operator is entitled to process the Personal Data and that all data subjects relating to the Personal Data have given their valid consent to the transfer of their Personal Data by the Member to the Operator and to the processing of their Personal Data by the Operator.
- 16.4. The Operator warrants that it has in place, appropriate security measures (both technical and organisational), against (i) unlawful and unauthorised processing and (ii) loss or corruption, of Personal Data.
- 16.5. The parties will comply with all applicable laws, enactments, regulations, orders and other similar instruments in relation to data protection including without limitation the Data Protection Act 1998.
- 16.6. The RFO must ensure that it has in place, appropriate security measures (both technical and organisational), against (i) unlawful and unauthorised processing and (ii) loss or corruption, of Personal Data, of members of its federation.

17. Dispute resolution

- 17.1. If any dispute arises between the parties arising from or relating to these Rules, the Operator or the Member will refer the dispute to their respective representatives, whereupon the Operator representative and the Member representative will promptly discuss the dispute with a view to its resolution.
- 17.2. If the dispute involves a Member of a federation, the RFO will be allowed to participate, or represent the Member at their request, in such discussions.
- 17.3. If any dispute cannot be resolved in accordance with Section 17.1 within 10 Working Days of the dispute being referred to the parties' representatives, the Member or Operator may require that the matter be referred for consultation between the Chief Executive or equivalent of the Member, or their authorised representative, and the Chief Executive of the Operator. In this event, both the Member and Operator will be represented by one or more members of their respective Boards in consultations which will be held within 15 Working Days of the requirement.
- 17.4. With respect to any dispute concerning compliance by the Member with these Rules (a "Compliance Dispute"), if such dispute cannot be resolved under Sections 17.1 and 17.2 then the dispute will be referred by either party to a person agreed by the parties, and in the absence of such agreement, within 5 Working Days of notice from either party calling on the other so to agree, to a person chosen on the application of either party by the British Computer Society. Such person ("the Expert") will be appointed to act as an expert and not as an arbitrator. The costs of such expert will be borne equally by the parties unless such expert decides one party has acted unreasonably in which case he will have discretion as to costs.
- 17.5. In all cases the terms of appointment of the Expert by whomsoever appointed will include:
 - 17.5.1. a commitment by the parties to supply to the Expert all such assistance, documents and information as he may reasonably require for the purpose of his determination;
 - 17.5.2. a requirement on the Expert to act fairly as between the parties and according to the principles of natural justice;
 - 17.5.3. a requirement on the Expert to hold professional indemnity insurance both then and for 3 years following the date of his determination; and
 - 17.5.4. a requirement to give a decision as soon as reasonably practicable and in any event within 20 Working Days of the Expert's appointment.
- 17.6. The Expert's decision will be final and binding on the parties. The parties expressly acknowledge and agree that they do not intend the reference to the Expert to constitute an arbitration, that the Expert's decision is not a quasi-judicial procedure and that the parties will have no right of appeal against the Expert's decision, provided always that this will not be construed as waiving any rights the parties might have against the Expert for breaching his terms of appointment or otherwise being negligent.
- 17.7. With respect to any dispute other than one concerning compliance by the Member with these Rules (such as, but without limitation, a dispute involving the policies of govroam) (a "Policy Dispute"), then if such dispute cannot be resolved under Sections 11.1 and 11.2, then the dispute may be referred by either party to Jisc. The decision of Jisc will be final and binding upon the parties.
- 17.8. Where it is not clear whether a dispute is a Compliance Dispute or a Policy Dispute, the Operator will decide, following consultation with the Member. The Operator's decision will be final.

18. Notices

- 18.1. Any notice or other communication given to a party under or in connection with this agreement will be in writing and will be sent by email to the addresses specified below.
 - 18.1.1. In respect of the Operator to legal@jisc.ac.uk; and
 - 18.1.2. In respect of the Member, to [\[insert email address\]](#); or
 - 18.1.3. In either case to any other email address which the recipient may designate by notice given in accordance with the provisions of this section.
- 18.2. Notices sent by email will be deemed served when the email reaches the recipient's servers, provided that the sender is able to verify that the email reached the server without error.
- 18.3. The RFO will ensure that Members within the federation receive all notices issued by the Operator to them.

19. Changes to the Terms

The Operator reserves the right, at any time, and with or without prior notice to the Member to modify or update these Terms in which case the new Terms will supersede prior versions and will become binding upon the Member upon publication. The Operator will publish the latest version of these Terms on the Jisc website. The Operator will also communicate changes to the Terms to the Member.

20. Assignment

- 20.1. The Member will not assign, or otherwise transfer, its membership of govroam or any or all of its rights and obligations under this agreement without the prior written consent of the Operator, such consent not to be unreasonably withheld.
- 20.2. In the case where an RFO seeks to assign its rights and obligations under this agreement to another member of its federation, it will provide the Operator with appropriate evidence that all Members of the federation agree to the change.

21. No partnership or agency

Nothing in these terms and conditions is intended to, or will be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

22. Severance

- 22.1. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause will not affect the validity and enforceability of the rest of this agreement.
- 22.2. If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties will negotiate in good faith to amend such provision so that, as

amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

23. Entire agreement

- 23.1. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it will have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 23.2. Nothing in this clause will limit or exclude any liability for fraud.

24. Third party rights

A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

25. Governing law and jurisdiction

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation will be governed by and construed in accordance with the law of England and Wales, and the parties irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation.

**Signed by [Name of Director] for and on behalf
of the Operator**

.....

Name:

Title: Director

**Signed by [Name of Director] for and on behalf
of [insert name of Member]**

.....

Name:

Title: Director

Schedule 1

Sample RFO Agreement Terms – references to “Member” are to the members of the RFO’s federation, which are using the govroam Service and references to “the Terms” are to the terms of any contract between the RFO and the Member.

1. Membership

- 1.1. The Member warrants and represents that it fulfils the criteria for eligibility set out in the Operator Procedures and in this agreement and will continue to do so during the duration of this agreement. If at any time, the Member ceases to fulfil all the eligibility criteria set out in the Operator Procedures, it will withdraw from membership of govroam with immediate effect.
- 1.2. The Member acknowledges that the Operator may, without incurring any liability to the Member and without prejudice to any other rights or remedies of the Operator, take such action or may require the Member to take such action, as is necessary, in the opinion of the Operator, to protect the legitimate interests of other Members or the reputation of govroam or the Operator or to ensure the efficient operation of govroam.

2. Use of the service

- 2.1. The Member’s right to use the Service is subject to the JSL Policies. The Member’s continued use of the Service constitutes the Member’s agreement to comply with the Janet Acceptable Use Policy and the Janet Security Policy as may be amended, restated, or renamed by JSL from time to time and which are published by JSL on its website at (with each being referred to as a JSL Policy) (the JSL Policies).
- 2.2. The Member is responsible for all actions and omissions by its End Users. The Member warrants that any use of the Service by End Users complies with the JSL Policies and the Member will indemnify the Operator for any breach of this warranty.
- 2.3. The Member will not provide the Service to any organisation, institution or individual which does not satisfy the eligibility criteria set out in the Operator Procedures.
- 2.4. The Member will not do anything that is likely to adversely affect the provision of the Service.
- 2.5. The Operator has the right to suspend the Service in the event of a breach by the Member of these terms or the JSL Policies.
- 2.6. The Member will provide its End Users with support services, including but not limited to, first Line Support, as set out in the Operator Procedures.
- 2.7. The Member shall comply with the following incident reporting, escalation and resolution service levels:

	Severity 1 Incident (Multiple RFO member organisations suffer complete loss of service)	Severity 2 Incident (Individual RFO member organisation suffers complete loss of service)	Severity 3 Incident (RFO member organisation(s) suffer degraded or intermittent service)
RFO member organisation to RFO	RFO member organisation to: <ul style="list-style-type: none"> » Respond to End User and inform Jisc direct within 1 hour » Use best efforts to fix within 4 hours » Escalate to RFO after 4 hours if still unfixed 	RFO member organisation to: <ul style="list-style-type: none"> » Respond to End User and inform RFO within 1 hour » Use best efforts to fix within 2 days » Escalate to RFO after 2 days if still unfixed 	RFO member organisation to: <ul style="list-style-type: none"> » Respond to End User within 8 hours » Use best efforts to fix within 5 days » Escalate to RFO after 5 days if still unfixed

3. Responsibilities of the member

- 3.1. The Member warrants and undertakes that:
 - 3.1.1. All and any data, when provided to the Operator or another Member (as the case may be), are accurate and up-to-date and any changes to this data are promptly provided to the Operator; and
 - 3.1.2. it holds and will continue to hold all necessary licenses, authorisations and permissions required to meet its obligations under the Terms.
- 3.2. The Member will:
 - 3.2.1. use its reasonable endeavours to comply with the Technical Specification;
 - 3.2.2. observe Good Practice in relation to the configuration, operation and security of the System; and
 - 3.2.3. observe Good Practice in relation to the exchange and processing of any Data and in the obtaining and management of the DNS names, digital certificates and private keys used by the System;
- 3.3. The Member will not act in any manner which damages or is likely to damage or otherwise adversely affect the reputation of the Operator.
- 3.4. The Member will give, and procure that any third party providing govroam services to it will give, reasonable assistance to any other member investigating misuse of the Service.
- 3.5. In the event of any incident (security or otherwise) that involves the Police or other authorities, the Member must inform the Operator at the earliest opportunity. The Operator and/or Janet CSIRT will liaise with the authorities on the Member's behalf during the resolution of such incidents.

4. Publicity and use of logo

- 4.1. The Member may use the govroam logo, which is set out on the Jisc website in accordance with the following govroam logo usage rules:
 - 4.1.1. The Member will not change or add to the logo;
 - 4.1.2. The Member may use the govroam logo in all forms of related marketing collateral (eg leaflets, service catalogues), but the logo should only be publicly displayed where a visiting user might expect to get govroam connectivity.

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- 4.1.3. The Member should inform the Operator of such uses, and provide in electronic form copies of any marketing collateral produced.
 - 4.2. The Member acknowledges that the Operator has the right to publish the Member's name for the purpose of promoting govroam.
 - 4.3. Members wishing their govroam-enabled venue to be represented in the govroam companion app will provide the relevant location data.

5. Suspension of service

- 5.1. The Operator will be entitled to prevent any of the End Users from continuing to use the Service if the End User has used the Service:
 - 5.1.1. in a way that is likely to adversely affect with the Operator's ability to provide the Service to the Member or any third party;
 - 5.1.2. in violation of the JSL Policies or applicable law.
- 5.2. If, in the Operator's opinion, an End User is in breach of the terms under Section 5.1 above, the Member will procure that the End User is prevented from using the Service.

6. Audit and compliance

- 6.1. The Member acknowledges and agrees that the Operator will, with reasonable notice to the Member, have the right to audit the System and the Member's processes and documentation to verify that the Member is complying with these terms. The Member will co-operate with and provide such assistance as reasonably required by the Operator in connection with such audit.
- 6.2. Whether pursuant to an audit or otherwise, if the Operator has reasonable grounds for believing that the Member is not complying with the Terms, then the Operator may notify the Member of such non-compliance in sufficient detail to allow the Member to take appropriate remedial action. Following receipt of such notice, the Member must promptly and in any event within 20 Working Days of such notice, remedy the non-compliance. If the Member has not remedied the non-compliance to the Operator's reasonable satisfaction within 20 Working Days of the notice, then the RFO may terminate the Member's membership of govroam.
- 6.3. For a Member of a federation, any evidence of non-compliance by an individual Member, will be supplied to the RFO.

7. Third party beneficiaries

- 7.1. The Operator will be deemed to be a third-party beneficiary of this agreement with the right to enforce the terms of this agreement.