



G-Cloud 15: Jisc Security Operations Centre Terms and Conditions

This Agreement is effective from the Effective Date.

In consideration of the mutual promises set out in this Agreement and the sufficiency of which are acknowledged here, **the Parties agree as follows:**

1. INTERPRETATION

1.1 In this Agreement, the following words will mean:

Acceptance Tests	those objective tests conducted by the Customer that when passed confirm that the Customer accepts the Services and that the Services are ready for use save for any minor non-conformities;
Agreement	these Terms and Conditions together with the Call-Off Contract and any recitals and Schedules;
Agreement Personal Data	has the meaning set out in Clause 17.2;
Anti-Slavery Policy	Jisc's anti-slavery policy which can be found at https://www.jisc.ac.uk/about/corporate/slavery-and-human-trafficking-statement ;
Applicable Law	all applicable laws, statutes, regulations, decree directives, legislative enactments, orders, binding decisions of a competent Court or Tribunal, rule, regulatory policies, guidelines, codes, other binding restriction, regulatory permits and licences applicable under law which are in force from time to time during the term of this Agreement to which a Party is subject from time to time;
Business Day	a day (other than a weekend or public holiday) when banks in London are open;
Business Hours	between 08:00 and 18:00 on a Business Day;
Call-Off Contract	means the G-Cloud call-off contract agreement (entered into following the provisions of the G-Cloud

	15 Framework Agreement) for the provision of Services made between Jisc and the Customer into which these Terms and Conditions are incorporated;
Charges	the charges payable by the Customer for the Services as set out in this Agreement;
Confidential Information	(a) this Agreement, and in respect of each Party, all information and data of whatever nature whether disclosed orally, in writing or by any other means which relates to a Party's (or any group company's) trade secrets, know-how, research, developments, technical and business information relating to products, methods and processes, Jisc's existing or potential customers and personnel whether or not designated as confidential information but which by its nature is confidential; (b) notes, reviews, analysis, reports and other information derived from any of the information in paragraph (a) above; and (c) information designated as confidential or commercially sensitive or which might reasonably be considered as such;
Contract Year	any 12-month period following the Effective Date or each succeeding 12-month period;
Controller	has the meaning set out in the Data Protection Legislation;
Customer	the customer identified in the Call-Off Contract for whose benefit the Services are provided;
Customer Data	has the meaning set out in Clause 5.1.3;
Customer Equipment	the equipment belonging to or used by or on behalf of the Customer to enable it to receive the Services;
Data Importer	means a Third Party Provider that Processes Personal Data in a non-

	Permitted Country, which it receives from, or is granted access to by, Jisc (whether directly from Jisc or indirectly from a Third Party Provider);
Data Protection Legislation	the UK Data Protection Legislation, and all Applicable Laws relating to the Processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the ICO;
Data Protection Particulars	means, in relation to any Processing under this Agreement: a) the subject matter and duration of the Processing; b) the nature and purpose of the Processing; c) the type of Personal Data being Processed; and d) the categories of Data Subjects;
Data Subject	has the meaning set out in the Data Protection Legislation;
Data Subject Request	has the meaning set out in Clause 17.6;
Data Transfer Agreement	means an agreement between Jisc and a Data Importer (or between a Third Party Provider and a Data Importer, as applicable) which incorporates the relevant set of EU Standard Contractual Clauses and the UK Addendum;
Data Transfer Risk Assessment	means a risk assessment of the Restricted Transfer as required under Data Protection Legislation including an assessment of the legal sufficiency of the recipient country and whether the Data Subjects will have enforcement rights and effective legal remedies in the recipient country;
Effective Date	the date on which the Call-Off Contract is signed by the Customer;
Employment Regulations	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (<i>SI 2006/246</i>) and all other Applicable Law in any applicable jurisdiction regulating the automatic transfer of employment on a service provision change;
End of Life	any hardware or software that is no longer supported by the manufacturer, vendor or supplier and is incapable of cost-effective upgrade or update to a supported version;
EU GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with

	regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016;
EU Standard Contractual Clauses	means the standard contractual clauses contained in the annex to Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council and any amendment or replacement pursuant to Article 46(5) of the GDPR;
G-Cloud 15 Framework Agreement	means the framework agreement that governs the relationship between Jisc and Crown Commercial Services for the provision of the Services to the Customer;
GDPR	means the EU GDPR or the UK GDPR, as the context requires;
Group	in relation to a Party, the Party, its subsidiaries, its holding companies and subsidiaries of such holding companies where subsidiary and holding company have the meanings ascribed in section 1159 of the Companies Act 2006;
ICO	the UK Information Commissioner (including any successor or replacement);
Incident	an unplanned interruption to, or a reduction in the quality of, the Services or particular element of the Services;
Initial Term	the initial term of the Agreement, as set out in the Call-Off Contract;
Intellectual Property Rights	all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

IP Address	a unique number on the internet of a network card or controller that identifies a device and is visible by all other devices on the internet;
Janet	the communications network operated by Jisc to serve UK education, research and other public sector purposes;
Janet Policies	the Janet Acceptable Use Policy found at: (https://community.jisc.ac.uk/library/acceptable-use-policy); the Janet Security Policy found at: (https://community.jisc.ac.uk/library/janet-policies/security-policy); and the Janet Network Connection Policy found at: (https://community.jisc.ac.uk/library/network-and-technology-policies/janet-network-connection-policy) (with each being referred to as a Janet Policy);
Jisc	Jisc Services Limited, a wholly owned Jisc subsidiary and a company limited by guarantee which is registered in England under company number 02881024 and with registered office at 4 Portwall Lane, Bristol, BS1 6NB;
Jisc Equipment	any equipment and related software owned by Jisc or a Subcontractor which is used to deliver the Services;
Jisc Service Desk	the service desk that the Customer can contact for support services;
Onboarding Services	has the meaning set out in the Call-Off Contract;
Party	means a party to the Agreement and "Parties" will be construed accordingly;
Permitted Country	a country, territory or jurisdiction that is either: (a) within the UK or the European Economic Area; or (b) outside of the UK or European Economic Area but which is the subject of an adequacy determination by the UK Secretary of State or the European Commission (as applicable);
Personal Data	has the meaning set out in the Data Protection Legislation and for the purposes of the Agreement, includes Special Category Personal Data;
Personal Data Breach	has the meaning set out in the Data Protection Legislation;

Processing	has the meaning set out in the Data Protection Legislation (and "Process" and "Processed" when used in relation to the Processing of Personal Data, will be construed accordingly);
Processor	has the meaning set out in the Data Protection Legislation;
Regulator	the ICO and any other public authority which has jurisdiction over a Party, including any regulator or supervisory authority which is responsible for the monitoring and application of the Data Protection Legislation;
Regulator Correspondence	has the meaning set out in Clause 17.6;
Renewal Term	has the meaning set out in the Call-Off Contract;
Restricted Transfer	means the transfer to and/or accessing from and/or storing or Processing of Personal Data in a non-Permitted Country;
Schedule	a schedule appended to the Call-Off Contract and/or to the Terms and Conditions which is part of this Agreement;
Sensitive Personal Data	Personal Data that incorporates such categories of data as are listed in Article 9(1) of the UK GDPR and Personal Data relating to criminal convictions and offences;
Service Levels	the service levels set out in the Call-Off Contract (if any);
Services	any and all of the services provided or to be provided by Jisc under this Agreement as set out in the Call-Off Contract;
Subcontractor	any third party that Jisc enters into a sub-contract with to provide the Services;
Subcontractor AUP	any third party acceptable use policy that is notified to the Customer by Jisc from time to time, with which the Customer must comply to use the Services;
Term	the term of this Agreement including the Initial Term and any Renewal Terms;
Third Party Provider	has the meaning set out in Clause 17.2.6;
Terms and Conditions	these terms and conditions;
Ticket	the unique reference number provided by Jisc for an Incident;
UK Addendum	means the International Data Transfer Addendum to EU Standard

	Contractual Clauses issued by the ICO under s119A(1) of the Data Protection Act 2018, version B1.0, in force 21 March 2022 and any updates or replacements as may be issued by the ICO from time to time in accordance with S119A(1);
UK Data Protection Legislation	the Privacy and Electronic Communications Regulations 2003 (as amended by SI 2011 no. 6), the Data Protection Act 2018 and the GDPR as each is amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586) and incorporated into UK law under the UK European Union (Withdrawal) Act 2018. Each will be referred to as "PECR", the "DPA 2018" and the "UK GDPR" accordingly;
User	any person who is permitted by the Customer to use or access the Services.

1.2 A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted. The words "include", "includes", "including" and "included" will be construed without limitation unless inconsistent with the context.

1.3 In the event of any conflict between these Terms and Conditions, Call-Off Contract and the other Schedules, the following order of precedence will apply:

- 1.3.1 the Call-Off Contract;
- 1.3.2 these Terms and Conditions;
- 1.3.3 the other Schedules.

2. COMMENCEMENT AND TERM

2.1 The Customer will confirm its acceptance of the Agreement by signing the Call-Off Contract and sending it to Jisc. The Agreement will come into existence on the Effective Date.

2.2 The Call-Off Contract sets out the Term of the Agreement.

3. SERVICES

3.1 Jisc will use reasonable endeavours to provide the Services in accordance with the Service Levels, if any.

3.2 If Jisc's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees Jisc will not be liable for:

- 3.2.1 any costs, charges or losses sustained or incurred by the Customer; or
- 3.2.2 any failure by it to supply the Services that arise from such prevention or delay.

3.3 Where Jisc is required to link to or utilise a non-Jisc or non-Subcontractor provided network to enable the provision of the Services and there is a subsequent failure to the third party network which causes disruption to the Services, Jisc will have no responsibility to the Customer relating to Jisc's performance or inability to perform the Services and the Service Levels will not apply.

3.4 The Customer will be liable to pay reasonable charges for delays, additional expenses, additional work and/or rework required by Jisc as a direct result of the Customer's failure to properly discharge its obligations under this Agreement.

3.5 The Services include support services from Jisc. Jisc will not be obliged to provide any support:

- 3.5.1 in respect of any Customer Equipment;
- 3.5.2 where such support is due to:
 - (a) use by the Customer of the Jisc Equipment, the Services or the Janet network which is not compliant with this Agreement, Jisc's instructions or other applicable agreements with Jisc for such Jisc Equipment or the Janet network from time to time or the manufacturer's or licensor's (as the case may be) documentation;
 - (b) the Customer's negligence, misuse, incorrect use of or damage to the Jisc Equipment from whatever cause (other than any act or omission by Jisc), including failure or fluctuation of electrical power;
 - (c) use of the Services or Jisc Equipment in combination with any equipment or software other than the Customer Equipment or otherwise not designated by Jisc;
 - (d) relocation of the Jisc Equipment by any person other than Jisc or a person

	acting under Jisc's instructions;			either Party may invoke the Dispute Resolution Procedure at Clause 13. Jisc will provide such evidence as may be reasonably necessary to verify the disputed invoice. Where only part of an invoice is disputed, the undisputed amount will be paid on the due date as set out in Clause 4.5 above.
	(e) any support or maintenance to the Jisc Equipment provided by any third party (other than a Subcontractor);			
	(f) any modification or upgrade to the Jisc Equipment not authorised by Jisc; or	4.7		All amounts payable by the Customer under this Agreement are exclusive of amounts in respect of value added tax chargeable for the time being (VAT), which will additionally be payable by the Customer.
	(g) operator error.			
3.6	Jisc may revise the Services, Service Levels or any other provision as follows:	4.8		If the Customer fails to pay any amount properly due and payable by it under the Agreement, this will be a material breach for the purposes of Clause 20.3.1 (Termination), and Jisc will additionally have the right to:
3.6.1	changes to the Services, Service Levels or any other provision which would materially increase the obligations of the Customer under this Agreement or cost to the Customer of receiving the benefit of the Services under this Agreement, or would materially decrease the Customer's rights or remedies will only be made by Jisc after giving at least 3 months' notice to the Customer;		4.8.1	charge interest on the overdue amount at the rate of 4 per cent per annum above the base rate for the time being of the Bank of England accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment; and
3.6.2	any other change can be made at any time by publishing the changes on Jisc's website.		4.8.2	on 5 Business Days' written notice (in the absence of receipt of a disputed invoice notice from Customer issued in accordance with Clause 4.6 above) suspend the provision of the Services until such amounts have been paid in full by the Customer and Jisc will be entitled to continue charging the Customer for the Services during such period of suspension.
4.	CHARGES AND PAYMENT			
4.1	The Customer will pay the Charges together with any expenses payable in respect of the Services, as set out in the Call-Off Contract and elsewhere in this Agreement.			
4.2	The Charges are subject to confirmation as there may be additional installation or other costs which are particular to the installation site and/or the Customer's requirements. Any additional charges will be promptly notified to the Customer by Jisc.	4.9		Save where the Customer's non-payment relates to a bona fide dispute, the Customer will not have any right to withhold, or any right of set-off, with respect to payments due to Jisc under this Agreement.
4.3	Jisc reserves the right to amend the Charges, including without limitation the amount, nature and type of Charges, from time to time at its own discretion. If the Customer objects to any additional charges, it will promptly raise these with Jisc. Jisc will give notice of a minimum of 3 months of any increase to the Charges.	4.10		Jisc reserves the right to charge the Customer for the following:
4.4	Jisc will issue invoices in accordance with the invoicing timetable set out in the Call-Off Contract.		4.10.1	Investigating and resolving Incidents that the Customer reports where Jisc finds no Incident or that the Incident is primarily caused by something for which neither Jisc nor its Subcontractor(s) is responsible;
4.5	In consideration of the supply of the Services by Jisc, subject to Clause 4.6 below, the Customer will pay the invoiced amounts within 30 days of receipt of the invoice to a bank account nominated in writing by Jisc.		4.10.2	Restoring the Services if the Services have been suspended where such suspension is primarily caused by the Customer;
4.6	If the Customer, in good faith, disputes any invoice, it will promptly following receipt (and in any event within 5 Business Days) notify Jisc in writing. The Parties will then negotiate in good faith to attempt to resolve the dispute promptly and if not resolved,		4.10.3	Migrating the Services from another service provider to Jisc, where applicable;

- 4.10.4 De-installation charges if the Customer terminates this Agreement during the Initial Term;
- 4.10.5 Abortive visit charges where an appointment for work at a site is agreed and the engineer arrives within the appointment slot but is unable to carry out the work at, or gain access to, the site, due to acts/omissions of the Customer; and
- 4.10.6 Where the Customer makes changes to their IT environment or monitored systems without providing at least 5 Business Days' prior written notice to Jisc, resulting in wasted time and costs for Jisc. Such charges will be calculated at Jisc's standard professional services rates, and the Customer will be liable for any resulting delays or additional work required by Jisc to restore monitoring capabilities or investigate false alerts.

5. JISC OBLIGATIONS

5.1 In providing the Services, Jisc will:

- 5.1.1 perform the Services with reasonable care and skill and in accordance with good practice in Jisc's industry;
- 5.1.2 obtain and at all times maintain all necessary licences and consents required by Jisc to provide the Services, and comply with all applicable laws in relation to the performance of the Services;
- 5.1.3 hold all data supplied by or on behalf of the Customer to Jisc in relation to the Services (the **Customer Data**) in safe custody at its own risk, maintain the Customer Data in the condition in which it was provided until returned to the Customer (if applicable to the Services), and not dispose or use the Customer Data other than in accordance with the Customer's written instructions or authorisation; and
- 5.1.4 maintain in force, with a reputable insurance company, professional indemnity insurance, employers' liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with this Agreement.

6. CUSTOMER OBLIGATIONS

6.1 The Customer will:

- 6.1.1 be responsible on an ongoing basis for ensuring that both it and its officers, employees, contractors and agents use the Services in accordance with the Janet Policies as may be amended from time to time (save that no change will result in a material detriment to the Customer's use of the Service or in any increases to the Charges);
- 6.1.2 provide Jisc with any information and materials as Jisc may reasonably request in order to provide the Services and will use reasonable endeavours to ensure that such information is accurate and complete;
- 6.1.3 allow Jisc or its Subcontractor to set up any specialist equipment at the Customer's site which is required for performance of Jisc's obligations hereunder;
- 6.1.4 carry out the Acceptance Tests for the Services within 5 Business Days after receiving notice from Jisc to do so;
- 6.1.5 provide reasonable assistance to and comply with reasonable requests from Jisc/Subcontractor relating to the Services;
- 6.1.6 complete any preparation activities that Jisc may reasonably request to enable the Customer to receive the Services promptly and in accordance with any reasonable timescales;
- 6.1.7 be responsible for the Customer's usage of the Services, whether or not Jisc has applied any usage limit or is able to advise the Customer at any particular time if the Customer has exceeded any applicable usage limit;
- 6.1.8 ensure that a suitable and safe working environment is provided for Jisc/Subcontractor to carry out the installation;
- 6.1.9 provide Jisc/Subcontractor with access to the Customer's site and systems during Business Hours and, if necessary, outside these hours for the installation, implementation, de-commissioning, removal and ongoing maintenance and support of the Services, including

	providing Jisc with details of all information and access requirements needed to access the Customer's site within a reasonable time prior to Jisc/Subcontractor attending a Customer site and ensuring that an appropriate Customer contact is available to escort Jisc/Subcontractor representatives at the site as required;	Customer is able to disclose under law and contract);
6.1.10	comply with, and ensure that its Users comply with, the Subcontractor AUP. If there is a serious breach of the Subcontractor AUP, Jisc may report the Customer and provide the Customer's personal information, including Personal Data, to the Subcontractor and any regulatory body, legal authority or government entity within the UK;	6.1.16 retain responsibility for all cabling and associated costs within the Customer site environment;
6.1.11	be responsible for ordering all services the Customer requires from third party suppliers to receive the benefit of the Services and for paying their charges;	6.1.17 if the Customer is transitioning its existing services to Jisc, provide any information or access Jisc reasonably requests (provided the Customer is not legally prevented from disclosing), including but not limited to inventory lists, specifications, software licence information, network diagrams, details of third party contracts;
6.1.12	obtain and maintain all necessary consents, licences, permissions and authorisations that are required for the installation and provision of the Services to the Customer at the site, including consents for alterations to buildings or entrance to property required from local authorities, landlords or owners for: (a) the installation of Jisc Equipment; or (b) the use of the Services over the Customer's network or at a site;	6.1.18 implement and maintain proactive security measures including: (a) installing security updates and patches for all systems and software within 14 days of release or as soon as reasonably practicable; (b) maintaining current antivirus software with up-to-date virus definitions across all systems; (c) conducting regular security monitoring and vulnerability assessments; and (d) implementing appropriate network security controls and access restrictions to protect against unauthorised access;
6.1.13	ensure that all necessary use and access rights set out in Clause 6.1.11 are maintained for Jisc/Subcontractor at all times throughout the provision of the Services;	6.1.19 establish and maintain security operations procedures including: (a) implementing incident response procedures to identify, contain, and remediate security incidents promptly; (b) reporting any actual or suspected security breaches affecting the Services to Jisc within 24 hours of discovery; (c) conducting annual security assessments to evaluate the effectiveness of security controls; and (d) maintaining documented evidence of compliance with applicable security standards and providing such documentation to Jisc upon reasonable request;
6.1.14	ensure that the Customer's network and all applications conform to relevant industry standards and provide written confirmation to Jisc upon reasonable request;	6.1.20 respond to and act upon all security alerts and recommendations provided by Jisc in accordance with the specified timeframes based on alert severity. The Customer shall provide Jisc with regular updates on the status of any security incident investigation and remediation efforts, and shall implement any security recommendations provided by Jisc within reasonable timeframes
6.1.15	provide Jisc with any information that is reasonably requested of the Customer by any regulatory body, legal authority or government entity within the UK in connection with regulatory, administrative, legal or lawful interception requests (provided the	

	appropriate to the severity of the identified risk;		responsibility for its cybersecurity posture and IT security maintenance regardless of the Services provided by Jisc.
6.1.21	maintain and implement ongoing security operations including:		
	(a) phishing detection and response programs to identify, assess, and mitigate email-based threats and social engineering attacks;	6.2	Detailed responsibilities and the RACI (Responsible, Accountable, Consulted, Informed) matrix defining specific roles and accountability for each security operations requirement shall be provided to the Customer during the onboarding process
	(b) vulnerability management and remediation processes to systematically identify, prioritize, and address security vulnerabilities across all systems and infrastructure;	6.3	The Customer shall not make any unauthorised alteration or modification of any Services.
		7.	SERVICE PROVISION OBLIGATIONS
	(c) compliance monitoring and reporting to ensure adherence to applicable regulatory requirements, industry standards, and internal security policies;	7.1	Where the Customer becomes aware of an Incident, the Customer will report it to Jisc. Jisc will Inform the Customer when it believes the Incident is resolved.
	(d) security awareness training for users to educate staff on current security threats, safe computing practices, and incident reporting procedures;	7.2	If the Customer confirms that the Incident is not resolved, Jisc will use reasonable endeavours to resolve the Incident.
	(e) patch management for all systems and software to ensure timely installation of security updates and maintenance of current software versions;	7.3	If an Incident occurs and Jisc, acting reasonably, determines that the Incident is not within the scope of the Services and the Incident has not been caused by Jisc or its Subcontractor, the Incident will no longer be Jisc's responsibility to resolve.
	(f) security policy development and maintenance to establish, review, and update comprehensive security policies and procedures appropriate to the Customer's environment; and	7.4	Where an Incident is primarily caused by the Customer's Equipment, Jisc will not be responsible for resolution of the Incident. If Jisc performs any repair activities in these circumstances and discovers, based on reasonable evidence, that the Incident is primarily due to malfunctioning of the Customer's Equipment, Jisc's standard professional services day rates will apply.
	(g) business continuity and disaster recovery planning to ensure operational resilience and data protection in the event of security incidents or system failures.	7.5	The Customer will:
		7.5.1	inform Jisc of any technical changes or planned works that may impact the Services so Jisc can complete necessary evaluation and impact assessments;
		7.5.2	be responsible for resolving Incidents that are outside of the scope of the Services;
6.1.22	maintain its IT estate and cybersecurity infrastructure to current industry security standards throughout the term of this Agreement, and acknowledge and agree that the Services provide risk mitigation rather than risk transference, with the Customer retaining ultimate	7.5.3	be responsible for provision, maintenance and management of all cabling and associated patching and rectifying any Incidents in any cable, connector or interface between the Jisc Equipment and any Customer

	Equipment; or in any equipment or device that is not provided by Jisc;		being or may be used in an unauthorised way;
7.5.4	provide, maintain and manage adequate power at all Customer sites. Power must terminate all the Jisc-provided equipment. Jisc will have no responsibility for failure to provide the Services or for any shortfall in the quality of the Services arising from problems with the electricity supply or the operational environment;	(d)	take all reasonable steps to prevent unauthorised access to the Services;
		(e)	satisfy Jisc's security checks if a password is lost or forgotten; and
7.5.5	will provide and maintain proper environmental and operational conditions for the efficient working and maintenance of the Jisc Equipment;	(f)	change any or all passwords or other systems administration information used in connection with the Services if Jisc requests.
7.5.6	be responsible for providing up-to-date name(s) and contact details of the individual(s) who are authorised to act on behalf of the Customer for service management matters;	7.5.10	provide Jisc with at least five (5) Business Days' prior written notice to the SOC email address of any planned changes to their IT infrastructure, systems, network configuration, or monitored environment that may impact the Services, including but not limited to hardware upgrades, software installations, network reconfigurations, security policy changes, or system maintenance activities that could affect service delivery or monitoring capabilities. The Customer shall discuss any significant proposed changes with Jisc to ensure compatibility with the Services.
7.5.7	comply with the provisions of any software licences provided with or as part of the Services, Customer Equipment and Jisc Equipment;		
7.5.8	if third party software is required in order to operate the Services, be responsible for ensuring that it has the appropriate number and type of software licences available and that the software is available in an appropriate format, and that any applications (other than ones provided by Jisc as part of the Services) are compatible with the Services;	7.6	The Services may be designated by Ofcom or another regulatory body to be "Regulated Services" and therefore Jisc/Subcontractor may be required to comply with the applicable regulations. If a legal or regulatory intervention or ruling prevents the continued provision of a "Regulated Service" or materially changes the "Regulated Service" so that it is no longer consistent with the purpose of the Agreement, Jisc will promptly commence good faith discussions with the Customer regarding an alternative service or on an appropriate migration away from the Services (where applicable).
7.5.9	where applicable, ensure the confidentiality, security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the Services and:		
	(a) as soon as reasonably practicable, terminate access for any person who is no longer a User;	7.7	Jisc will not be responsible for failure to or delay in supplying the Services if another supplier delays or refuses the supply of a telecommunications service to Jisc and no alternative service is available at reasonable cost.
	(b) maintain a list of current Users and provide a copy of such list to Jisc within five Business Days following Jisc's request;	7.8	The Parties acknowledge that Security Incidents may occur that could affect the Services, Customer Data, or related systems. For the purposes of this Agreement, a Security Incident means any event that compromises or threatens to compromise the security, confidentiality,
	(c) inform Jisc as soon as reasonably practicable if a User's ID or password has, or is likely to, become known to an unauthorised person, or is		

	integrity, or availability of the Services, Customer Data, or related systems.		
7.9	Both Parties shall work together in good faith to investigate, contain, and remediate Security Incidents. Each Party shall provide reasonable cooperation and assistance to the other Party in responding to Security Incidents, including providing access to relevant personnel and information as reasonably requested.		8.2.3 ensure that the owner of any Customer site will not claim ownership of the Jisc Equipment, even where the Jisc Equipment is fixed to the site(s); and
			8.2.4 not remove, tamper with or obliterate any words or labels on the Jisc Equipment;
		8.3	The Customer will pay Jisc costs and expenses reasonably incurred as a result of any such move or relocation in accordance with Clause 8.2.2.
		8.4	Any alterations or attachments made in accordance with Clause 8.2.1 will be deemed part of the Jisc Equipment.
7.10	The Party responsible for managing the Security Incident shall provide regular status updates to the other Party during incident resolution, including notification when the incident has been resolved and any lessons learned or preventive measures implemented.	8.5	The Customer will:
		8.5.1	not use the Jisc Equipment for any purpose other than for receiving the Services;
		8.5.2	effect and maintain suitable insurance in respect of all relevant risks relating to the Jisc Equipment including damage, theft and loss, and at Jisc's request evidence such insurance.
8.	JISC EQUIPMENT		
8.1	The Customer will:		
	8.1.1 take reasonable care of the Jisc Equipment and keep the Jisc Equipment in a safe manner in accordance with any reasonable instructions provided by Jisc and in any event will take such care of the Jisc Equipment as the Customer would for its own equipment;	8.6	Jisc Equipment will always remain Jisc's property and risk in Jisc Equipment will pass to the Customer upon delivery, whether the Jisc Equipment has been installed.
	8.1.2 comply with reasonable requests by Jisc for physical or remote access to the Jisc Equipment for the purpose of maintaining the Jisc Equipment or the Services or otherwise as required by Jisc/Subcontractor for legitimate purposes; and	8.7	The Customer will reimburse Jisc for any losses or, costs or other sums arising directly from the Customer's use or misuse of the Jisc Equipment or where the Jisc Equipment is damaged, stolen or lost, except where the loss or damage to the Jisc Equipment is a result of fair wear and tear or caused by Jisc/Subcontractor.
	8.1.3 notify Jisc immediately of any loss or damage to the Jisc Equipment setting out the nature and circumstances of the damage.	8.8	The Customer will ensure that the Jisc Equipment appears in Jisc's name in the Customer's accounting books.
		8.9	Where there is a threatened seizure of the Jisc Equipment, or an insolvency event applies to the Customer, the Customer will immediately provide Jisc with notice and Jisc/Subcontractor may take action to repossess the Jisc Equipment.
8.2	Unless it has Jisc's written consent, or is obliged to comply with an order, instruction or request of a court, government agency, emergency services organisation or other competent administrative or regulatory authority the Customer will:	8.10	Jisc may modify, substitute, renew or add to the Jisc Equipment from time to time, in its sole discretion.
	8.2.1 not (and will not allow anyone else other than Jisc/Subcontractor to) sell, let, dispose of, charge, modify, maintain, remove, interfere with, make attachments to or seize the Jisc Equipment or do anything else which prejudices Jisc's ownership rights in the Jisc Equipment;	9.	CUSTOMER EQUIPMENT
	8.2.2 not move or relocate the Jisc Equipment or any part of it from the site(s);	9.1	The Customer will:
		9.1.1	ensure that any Customer Equipment that is connected to the Services or that the Customer uses, directly or indirectly, in relation to the Service is:

	(a)	connected using the applicable network termination point, unless Jisc consents to connection by another means;	9.3	The Customer warrants that:
	(b)	adequately protected against viruses and other breaches of security;		9.3.1 it has and will maintain all necessary licences and consents required to enable it to disclose the Customer Data to Jisc;
	(c)	in conformance with the interface specifications and routing protocols specified by Jisc;	9.4	9.3.2 the Customer Data does not, and will not, infringe the Intellectual Property Rights of any third party.
	(d)	programmed, equipped and technically compatible with the Services and will not harm or damage the Jisc Equipment, Janet or the network/equipment of a Subcontractor;	9.5	If the Customer Equipment has reached End of Life, Jisc may not be able to provide the Customer with the full Services or software updates or maintenance. In such circumstances, Jisc will have no responsibility for failure to provide the full Services and Service Levels will not apply.
9.1.2		immediately disconnect, and permits Jisc to disconnect (at the Customer's expense) any Customer Equipment if and for as long as the Customer Equipment:	10.	Where the Customer has specific compatibility or interface requirements, the Customer will ensure that any elements of the Customer Equipment (including software) to which the Services must interface or be compatible with are confirmed to Jisc prior to signature of the Agreement to enable Jisc to assess the impact of such requirements on the Services/Charges.
	(a)	does not meet, or appear to Jisc to meet, any relevant instructions, standards or Applicable Law;	10.1	IP ADDRESSES
	(b)	contains or creates material that is in breach of this Agreement;	10.1	Except for IP Addresses expressly registered in the Customer's name, all IP Addresses and domain names made available with the Services will at all times remain Jisc's property or the property of Jisc's suppliers and are non-transferable.
	(c)	causes or appears likely to cause:	10.2	Except for IP Addresses expressly registered in the Customer's name (or in the name of a member of the Customer's Group), all of the Customer's rights to use IP Addresses or domain names will cease on termination or expiration of the Services.
	(i)	death of or any personal injury to any person; or	10.3	The Customer will pay all fees associated with registration and maintenance of the Customer's domain name, and will reimburse Jisc for any and all fees that Jisc pays to any applicable regional internet registry, and thereafter pay such fees directly to the applicable regional internet registry.
	(ii)	material damage to property;	10.4	The Customer will not own any telephone number related to the Services.
	(d)	infringes the Intellectual Property Rights of any third party; or	11.	WARRANTIES
	(e)	materially impairs the Janet network or the quality of the Services available to the Customer or any other user.	11.1	Each Party warrants, represents and undertakes that:
9.2		The Customer acknowledges and agrees that it will be responsible for the adequacy, repair and maintenance of the Customer Equipment.	11.1.1	it has full capacity and authority to enter into and perform this Agreement; and there are no actions, or regulatory investigations pending or, to that Party's knowledge, threatened that might affect the ability of that Party to meet its obligations under this Agreement;
			11.1.2	in relation to this Agreement and its subject matter, neither it nor any of its employees, sub-contractors or agents or

	others performing services on its behalf has done (or agreed to do) or will do (or agree to do) anything which constitutes a breach by that Party of the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning such legislation;		opinion, is of the nature described in Clause 12.2.1 above.
11.1.3	it will and require that each of its sub-contractors will, at all times during the Term comply with Modern Slavery Legislation and Anti-Slavery Policy; and	12.3	Jisc will provide a copy of this material to any authority where required under Applicable Law. Other than in these circumstances, Jisc will treat this material as confidential to the Customer and will take reasonable care that it is not disclosed to a third party unless authorised by the Customer.
11.1.4	it will not engage in any activity, practice or conduct which would constitute either: (a) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or (b) a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017.	13.	SERVICES SUSPENSION
11.2	Jisc does not make any representations, whether express or implied, about whether the Services will operate in combination with any Customer Equipment or other equipment and software.	13.1	Jisc may in its sole discretion suspend the provision of the Services or any part of them immediately until further notice if Jisc: 13.1.1 is obliged to comply with an order, instruction or request of a court, government agency, emergency services organisation or other competent administrative or regulatory authority; or 13.1.2 needs to carry out emergency or scheduled maintenance to the Services or the Jisc Equipment; or 13.1.3 believes that use of the Services by the Customer is causing, or may cause, disruption or damage to Janet or leads or may lead to any other circumstance which Jisc may reasonably wish to avoid.
12.	SECURITY AND ACCESS	13.2	In the event that Jisc exercises its right to suspend the Services under Clause 13.1 above, it will, whenever reasonably practicable (and other than in the case of emergency maintenance), give 10 Business Days' prior written notice of that suspension to the Customer stating the grounds of the suspension and its expected duration. Where any suspension is made in accordance with Clause 13.1.1 or 13.1.2 then Jisc will use reasonable endeavours to minimise the effect of and the duration of the suspension.
12.1	Jisc and the Customer will use reasonable endeavours to implement and maintain appropriate organisational and technical security measures against: 12.1.1 unauthorised access to Janet; 12.1.2 accidental loss, destruction or modification of, or damage to, data transmitted on Janet.	13.3	If Jisc suspects that the Services are being used for activities which are not in accordance with Applicable Law or are otherwise in breach of this Agreement, then: 13.3.1 Jisc may suspend the Service to prevent these activities; 13.3.2 Jisc will inform the Customer immediately at the time of suspension; 13.3.3 Jisc will supply that evidence to the Customer in writing as soon as is reasonably practicable after that evidence comes within Jisc's possession; 13.3.4 the Customer will use all reasonable endeavours to investigate such activity; and
12.2	To the extent permitted by Applicable Law, Jisc may: 12.2.1 examine transmissions made over Janet where Jisc reasonably suspects that these transmissions breach this Agreement, or are of a nature likely to cause damage or distress to anyone, or are otherwise in breach of Applicable Law; 12.2.2 analyse transmissions and traffic data for legitimate research or network improvement purposes; and 12.2.3 remove (or otherwise cause not to be transmitted onwards over Janet) any transmissions which, in its reasonable		

13.3.5 Jisc will provide further information and materials as the Customer reasonably requests to facilitate an investigation.

14. INTELLECTUAL PROPERTY

14.1 The Customer acknowledges that all Intellectual Property Rights in the Jisc Equipment and all Intellectual Property Rights created or acquired by Jisc in the course of providing the Services vest and will remain vested in Jisc.

14.2 Jisc acknowledges that all Intellectual Property Rights belonging to the Customer prior to the Effective Date will not transfer to Jisc solely by virtue of the provision of the relevant Services.

14.3 If Jisc is using Splunk Inc software to provide any aspects of the Services to the Customer through a single-client deployment, Jisc may assign its licence to Splunk Inc software to the Customer provided that (i) the Customer executes the then current Splunk General Terms ("SGT") with Splunk Inc, (ii) the Customer, Splunk Inc and Jisc execute an assignment agreement, whereby the Splunk Inc software licence is assigned to the Customer to be used solely in accordance with the SGT.

14.4 By submitting or posting any data that is ingested by the Customer into the Services (**Content**), the Customer represents that it is the owner of such Content and/or has the necessary rights, licences and authorisation to distribute it and make it available to Jisc for the purpose of providing the Services. As between the Customer and Jisc, the Customer owns and reserves all right, title and interest in the Content and the Customer grants Jisc the right to access and use the Content for the purposes of providing the Services or otherwise in accordance with the terms of this Agreement.

14.5 The Parties agree to obtain the written consent of the other Party, in each and every case, prior to using the other Party's name in material intended to promote, publicise, or otherwise make known the Services, this Agreement and/or the activities related to it.

15. DISPUTE RESOLUTION PROCEDURE

15.1 The Parties agree that in the event of a dispute they will first attempt to resolve the matter through good faith discussions and the production of an agreed improvement plan. If the matter is not resolved it will be escalated to higher levels of management via the management contacts as agreed between the Parties in writing. If the dispute is not resolved through discussion the Parties will use a mutually agreed alternative dispute resolution process prior to resorting to litigation as a last resort.

16. HEALTH AND SAFETY

16.1 The Customer will provide to Jisc in writing such health and safety policies, environmental policies and reasonable security requirements as are applicable to those of its sites and premises at which Jisc or its Subcontractor(s) will provide the Services, a reasonable time in advance of Jisc/Subcontractor commencing the supply of such Services and/or attending the Customer site(s).

16.2 Jisc will ensure that its personnel comply with such policies/requirements as are notified to it in accordance with Clause 16.1 above but Jisc will not be responsible if, as a result of compliance with policies/requirements, Jisc is in breach of any of its obligations under this Agreement.

16.3 Each Party will notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Customer's site(s) and/or premises referred to in Clause 16.1 of which it becomes aware which relate to or arise in connection with the performance of this Agreement.

17. DATA PROTECTION

17.1 Where a party acts as a Controller in respect of any Personal Data Processed under or in connection with this Agreement, it will comply with its respective obligations under the Data Protection Legislation and will only use such Personal Data for the purposes of performing its obligations under this Agreement.

17.2 In relation to any Personal Data that the Customer (as a Controller) provides or makes available to Jisc (as a Processor) (the "**Agreement Personal Data**"), Jisc will:

17.2.1 use, access or otherwise Process the Agreement Personal Data only for the purposes of performing its obligations under the Agreement and in accordance with the Customer's lawful instructions from time to time, or as otherwise required by Applicable Law;

17.2.2 take, implement, maintain and monitor appropriate technical and organisation measures which are sufficient to comply with at least the obligations placed on Jisc by the requirements regarding the security of the Agreement Personal Data, as set out in the Data Protection Legislation;

17.2.3 not make (nor instruct or permit a Third Party Provider to make) a Restricted Transfer of any Agreement Personal Data processed under this Clause 17.2 to a Data Importer without ensuring

	appropriate safeguards are in place and that enforceable Data Subject rights and effective legal remedies are available for Data Subjects in accordance with the Data Protection Legislation. Such safeguards shall include (i) conducting a Data Transfer Risk Assessment and (ii) entering into (or procuring that the Third Party Provider enters into) a Data Transfer Agreement with each relevant Data Importer;		business operations of Jisc; and
17.2.4	ensure the reliability and integrity of Jisc's employees, consultants, contractors and staff involved in the Processing of (and who will have access to) those Agreement Personal Data (Jisc Personnel), and will ensure that each such individual will have entered into an appropriate contractual agreement that requires them to keep the Agreement Personal Data confidential;		(e) in no case will the Customer be permitted to access any data, information or records relating to any other customer of Jisc;
17.2.5	on the Customer's request, make available to the Customer all information to assist the Customer in demonstrating its compliance with its obligations under Data Protection Legislation relating to the appointment of processors and to allow for and contribute to audits of Jisc by the Customer or any regulator to audit Jisc's compliance with this Clause 17, provided in each case that: (a) the Customer gives Jisc at least 30 days' advance written notice; (b) the Customer will only be permitted to exercise its rights under this Clause 17.2.5 no more frequently than once per Contract Year (other than where an audit is being undertaken by the Customer in connection with an actual or "near miss" Personal Data Breach, in which case, an additional audit may be undertaken each Contract Year by the Customer within 30 days of the Customer having been notified of an actual or "near miss" Personal Data Breach); (c) each such audit will be performed at the expense of the Customer; (d) the Customer will not, in its performance of each such audit, unreasonably disrupt the	17.2.6	have the Customer's general authorisation to sub-contract any Processing of the Agreement Personal Data to a sub-contractor (" Third Party Provider "), provided that such Third Party Provider is engaged by way of a written contract which imposes obligations on the sub-contractor which are substantially similar to the obligations imposed on JSL pursuant to this Clause 17 and Jisc will remain primarily liable under this Agreement for all acts and omissions of its sub-contractors and the acts or omissions of those employed or engaged by these sub-contractors as if they were those of Jisc;
		17.2.7	notify the Customer prior to changing or appointing a new Third Party Provider, giving the Customer advance written notice of the identity and location of the prospective Third Party Provider so that the Customer may express an objection, on reasonable grounds, to the processing by the prospective Third Party Provider within 30 days in which case the Customer and Jisc will endeavour in good faith to agree an alternative arrangement to resolve any such objection, but for the avoidance of doubt the appointment of any new Third Party Provider will be at Jisc's absolute discretion and Jisc will have no obligation to act in accordance with any objection raised by the Customer;
		17.2.8	comply with the obligations imposed upon a Processor under the Data Protection Legislation, and use all reasonable endeavours to assist the Customer to comply with the requirements of the Data Protection Legislation (including the obligations pursuant to Articles 32 to 36 of the UK GDPR (inclusive)) in connection with the Processing of the Agreement Personal Data; and
		17.2.9	on termination of this Agreement, cease Processing all Agreement Personal Data and return to the Customer all Personal Data (and all copies under its possession or control), except to the extent Jisc is required to retain copies for evidential

	purposes and / or to comply by Applicable Law.	18.2	Nothing in this Agreement will prohibit or limit either Party's use of Confidential Information (i) previously known to it without obligation of confidence, (ii) independently developed by or for it, (iii) acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information, (iv) which is or becomes publicly available through no breach of this Agreement, (v) where such use/disclosure is required by Applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Applicable Law, the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure, (vi) on a confidential basis, to its auditors, or (vii) on a confidential basis, to its professional advisers on a need-to-know basis.
17.3	If the Parties are unable to resolve any reasonable objection that the Customer raises under Clause 17.2.7 (for example by the reasonable alteration of the Services by Jisc to prevent the use of the proposed Third Party Provider) or Jisc is otherwise unwilling to resolve or make available such change within a reasonable period of time, the Customer may terminate the Agreement by providing 30 days written notice to Jisc.		
17.4	Jisc will notify the Customer promptly (and in any event, within 48 hours) if it becomes aware of any Personal Data Breach affecting the Agreement Personal Data whether committed by Jisc, Jisc Personnel, or any sub-contractor.		
17.5	Jisc will notify the Customer promptly:	18.3	Each Party agrees to immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
	17.5.1 if it is required by any Applicable Law to act other than in accordance with any of the Customer's instructions given under Clause 17.2.1 above, provided Jisc is not prohibited by law from so notifying the Customer; or	18.4	Notwithstanding Clause 18.1, the Customer agrees that Jisc may disclose data derived from the performance of the Services on an aggregated or un-aggregated basis, provided such disclosure does not identify the Customer.
	17.5.2 if it considers, in its opinion (acting reasonably), that any of the Customer's instructions under Clause 17.2.1 above infringe any of the Data Protection Legislation.	19.	LIABILITY
17.6	Jisc will notify the Customer promptly (and in any event, within 3 Business Days) following its receipt of any actual or purported request or notice or complaint from (or on behalf of) a Data Subject exercising their rights under the Data Protection Legislation (a Data Subject Request) or any correspondence or communication (whether written or verbal) from the Regulator (Regulator Correspondence), and will: (i) not disclose any Personal Data in response to any Data Subject Request or Regulator Correspondence without the Customer's prior written consent; and (ii) provide the Customer with all reasonable co-operation and assistance required by the Customer in relation to any such Data Subject Request or Regulator Correspondence.	19.1	Nothing in this Agreement limits or excludes:
		19.1.1	A Party's liability for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);
		19.1.2	A Party's liability for fraud or fraudulent misrepresentation by it or its employees;
		19.1.3	The Customer's liability to pay the Charges due and payable to Jisc;
		19.1.4	The Customer's liability under Clause 8.7;
		19.1.5	A Party's liability for any other matter in respect of which liability cannot by applicable law be limited or excluded.
17.7	Each of the Parties acknowledges and agrees that the Data Protection Schedule contains an accurate description of the Data Protection Particulars.	19.2	Subject to Clause 19.1 and without prejudice to Clause 19.3, each Party's aggregate liability to the other in respect of all claims arising out of or in connection with this Agreement (whether for breach of contract, in negligence or any other tort, under statute or otherwise) in each Contract Year will be limited to a sum equal to 100% of the total Charges paid in aggregate under this Agreement during the preceding Contract Year or, if the Agreement is still within the first Contract Year or (where this Agreement is terminated) during the final Contract Year, the average monthly Charges paid during that part Contract Year under this Agreement multiplied by 12.
18.	CONFIDENTIALITY		
18.1	Each Party agrees to keep confidential and not to disclose to any third party any Confidential Information (excluding information which is or becomes public knowledge other than as a result of the default of the recipient) and to use any such Confidential Information only for the purposes of and in accordance with this Agreement or as required by law.		

19.3	Subject to Clause 19.1 and without prejudice to Clause 19.2:		performing the roles and responsibilities allotted to them under this Agreement and generally co-operating with and providing such information and assistance to Jisc and its Subcontractors as Jisc may reasonably require in order to deliver the Services and any associated deliverables. Jisc will have no liability under this Agreement where the Customer or its third party suppliers fail in the foregoing responsibilities, and any timescales will be automatically extended by such period as Jisc can demonstrate that it was delayed from progressing with the Services due to such failure;
19.3.1	neither Party will be liable to the other Party whether in tort, contract, misrepresentation (whether innocent or negligent) or otherwise for: (i) loss of profits; (ii) loss of business; (iii) depletion of goodwill or similar losses; (iv) loss of anticipated savings; (v) loss of use; (vi) loss or corruption of data, database, software or information; (vii) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;		
19.3.2	Jisc will not be liable in any way to the Customer if:		
	(a) the Customer uses or interacts with the Services other than in accordance with this Agreement or contrary to Jisc's instructions, documentation or reasonable expectations;	19.4.2	no services of the kinds comprised in the Services or any of them offers 100% certainty of either problem prevention or problem detection or accurate identification of the causes of problems. Although Jisc will use its reasonable endeavours to comply with industry practice in providing the Services it will not have any liability for and will not be responsible for meeting any part of the costs of a failure by Jisc to prevent, detect or provide any causal understanding of any problem including where the Services is tasked specifically with so doing;
	(b) problems are caused by errors, omissions or misinformation in any documents, information, instructions or scripts provided to Jisc by the Customer, or any actions taken by Jisc at the Customer's direction;		
	(c) Jisc's knowledge of the Customer's IT infrastructure and environment is deficient for any reason;	19.4.3	the Services may identify problems which do not exist or may misidentify problems (and Jisc will have no liability for any such failure);
	(d) problems arise from the use of hardware or software or data or services of or supplied by the Customer or other third party;	19.4.4	although Jisc will use reasonable care and skill, it is possible that the Services may cause harm to the Customer's IT infrastructure and environment or wider IT system or the users' IT systems and Jisc will have no liability for and will not be responsible for meeting any part of the costs of any such harm caused or any failure by Jisc to prevent, detect or limit any such harm including where the Services is tasked specifically with so doing;
	(e) problems arise from viruses transmitted through any aspect of the Services. The Customer acknowledges that the Services do not perform virus checking and that it is the Customer's responsibility to ensure that any material downloaded is virus checked.	19.4.5	Jisc's liability in relation to any open source software and any third party software or services used in the Services may be further limited under the terms of the relevant licence, supply contract or terms of use notified to the Customer from time to time and such limitations will apply to Jisc's liability to the Customer in respect of such open source software or third party services;
19.4	The Customer acknowledges that:		
19.4.1	Jisc's ability to deliver the Services (and any associated deliverables) in the manner and in the timescales required by this Agreement are contingent upon the Customer and its third party suppliers properly and expeditiously		

19.4.6	complex software is never wholly free from defects, errors and bugs, and Jisc gives no warranty or representation that the Services will be wholly free from such defects, errors and bugs;	20.3.1	the other Party is in material breach of this Agreement which is incapable of remedy;
19.4.7	in the event of a substantial attack to Janet, some or all services forming part of the Services may be diverted to a higher level of deployment; regional or national.	20.3.2	commits a breach of this Agreement which is capable of remedy but is not remedied within 30 days of receipt of written notice from the first Party, specifying the breach and requesting remedy; or
19.5	The Customer will indemnify Jisc in respect of all losses incurred by Jisc related to any claim from any third party caused by any breach of the Agreement by the Customer in respect of its use of the Services.	20.3.3	the other Party becomes insolvent, subject to a winding up petition, ceases trading or undergoes a similar event.
19.6	All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.	20.4	The Customer's termination rights in Clauses 20.3.1 and 20.3.2 will not be available where Jisc's breach or material breach is caused by any act or omission of the Customer, its agents, subcontractors, consultants or employees.
20.	TERMINATION	20.5	Termination of this Agreement will not prejudice the provisions of this Clause, or the following Clauses which will survive termination: 1 (Interpretation), 2.1 (Services), 15 (Dispute Resolution Procedure), 18 (Confidentiality), 19 (Liability), 19.5 (Customer Indemnity), 20 (Termination), 21 (Consequences of Termination), 22 (General), or any other clause or Schedule which should reasonably survive termination of this Agreement which will continue in full force and effect and will be without prejudice to the rights of either Party in respect of any antecedent breach of this Agreement.
20.1	Jisc may terminate the Agreement at any time by giving at least 90 days' written notice to the Customer.	21.	CONSEQUENCES OF TERMINATION
20.2	Jisc may terminate this Agreement with immediate effect if:	21.1	On termination of this Agreement howsoever caused:
20.2.1	the Customer fails to pay any amount due within 30 days of its due date, provided that Jisc has issued one or more written reminders in respect of such late payment; or	21.1.1	Jisc will cease to provide the Services;
20.2.2	the Customer does any act or thing which in Jisc's reasonable opinion damages, or is reasonably likely to damage, the integrity and reputation of Jisc or Janet;	21.1.2	the Customer will immediately stop using the Services, except for Jisc/Subcontractor-provided software embedded in devices or equipment to which the Customer has title:
20.2.3	the Onboarding Services have not been completed within [120 days] [due to the Customer's failure to effectively engage with the process or otherwise provide Jisc with sufficient information or assistance to complete the Onboarding Services]; or	(a)	that cannot reasonably be removed or deleted from that device or equipment; and
20.2.4	in Jisc's opinion (acting reasonably) there is an issue which materially impacts the security of the Services for which Jisc is not responsible and the Customer has not resolved the issue within [30 days] of written notice from Jisc of such issue.	(b)	to the extent strictly necessary for the ongoing use of that device or equipment;
20.3	Without prejudice to any other rights or remedies, either Party may terminate this Agreement with immediate effect by notice in writing to the other Party if:	21.1.3	the Customer will disconnect any Customer Equipment from Jisc Equipment located at the site(s);
		21.1.4	the Customer will promptly return or delete any Confidential Information that the Customer has received from Jisc during the term of this Agreement;
		21.1.5	the Customer will return to Jisc any Jisc Equipment provided to the Customer or

- to any other person as Jisc directs, within 10 Business Days of termination and at the Customer's expense and risk;
- 21.1.6 the Customer will not dispose of or use Jisc Equipment other than in accordance with Jisc's written instructions or authorisation;
- 21.1.7 subject to Clause 4.6 (Charges and Payment), the Customer will immediately pay to Jisc all of Jisc's outstanding unpaid invoices, and in respect of Services supplied but for which no invoice has been submitted (e.g., ECCs), Jisc may submit an invoice, which will be payable immediately on receipt;
- 21.1.8 subject to Clause 4.6 (Charges and Payment), the Customer will pay Jisc reasonable committed and unavoidable losses as long as Jisc provides a fully itemised and costed schedule with evidence. The maximum value of this payment is limited to the total sum payable to Jisc if the Agreement had not been terminated;
- 21.1.9 Jisc will, at the request of the Customer, provide a reasonable level of co-operation to the Customer in relation to the transfer of the Services to the Customer or to a replacement supplier. Save where the Agreement has been terminated by the Customer pursuant to Clauses 20.3.1 to 20.3.3 (inclusive), the costs incurred by Jisc in undertaking such co-operation will be payable by the Customer at Jisc's normal rates; and
- 21.1.10 the accrued rights, remedies, obligations and liabilities of the Parties as at termination will not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

22. TUPE

- 22.1 Each Party agrees that neither the start nor the termination of the Services (or any part of them) is expected to constitute a relevant transfer for the purposes of the Employment Regulations.
- 22.2 If the employment or engagement of any person is found or alleged to have transferred to Jisc by virtue of this Agreement or the Employment Regulations on the start of the Services (or any part of them), then:
- 22.2.1 Jisc shall notify the Customer promptly upon becoming aware of that fact;

- 22.2.2 the Customer may, within 30 days after Jisc's notice, make an offer of employment or engagement to the relevant person (or procure that a former supplier does) and shall promptly notify Jisc of any offer that is made;
- 22.2.3 Jisc shall release the relevant person from their employment or engagement if the offer is accepted or, if no offer is made or accepted, terminate their employment or engagement within 30 days of the expiry of the 30 day period referred to in Clause 22.2.3; and
- 22.2.4 the Customer shall indemnify Jisc against all losses, costs or other sums: (a) incurred as a result of the employment or engagement of the relevant person until that relationship is terminated; and (b) arising out of the termination itself, provided that Jisc takes reasonable steps to minimise those losses, costs or other sums.

23. MERGER OF EXISTING CUSTOMERS

- 23.1 If two or more existing customers of the Services merge or consolidate into a single entity (the "**Merged Entity**"), the following provisions will apply:
- 23.1.1 Notification: The Merged Entity will notify Jisc in writing within 30 days of the effective date of the merger or consolidation.
- 23.1.2 Review of Existing Contracts: Upon receipt of the notification, Jisc will review the existing contracts held by each of the merging customers (the "**Existing Contracts**").
- 23.1.3 Consolidation of Contracts: Jisc and the Merged Entity will negotiate in good faith to consolidate the Existing Contracts into a single, unified contract (the "**Unified Contract**"). The Unified Contract will reflect the combined scope of services and the terms and conditions of the Existing Contracts, subject to any necessary adjustments agreed upon by both parties.
- 23.1.4 Termination of Existing Contracts: Upon execution of the Unified Contract, the Existing Contracts will be deemed terminated, and all rights and obligations under the Existing Contracts will be superseded by the Unified Contract.

23.1.5 Interim Period: Until the Unified Contract is executed, Jisc will continue to provide the Services to the Merged Entity in accordance with the terms of the Existing Contract. The Merged Entity will be responsible for fulfilling all obligations under the Existing Contracts during this interim period.

23.1.6 Dispute Resolution: Any disputes arising from the consolidation of the Existing Contracts or the negotiation of the Unified Contract will be resolved in accordance with the dispute resolution provisions set forth in the Existing Contracts.

24. GENERAL

24.1 The Customer will comply with any information recording/reporting obligations and Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under this Agreement that has become waste electrical and electronic equipment.

24.2 Subject to Clause 24.3 neither Party will at any time assign or transfer all or any of its rights or obligations under this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).

24.3 Jisc may at any time by written notice assign or transfer all or any of its rights or obligations under this Agreement to another member of its Group. Jisc will be entitled to sub-contract any of its obligations, and sub-licence any of its rights under this Agreement without the Customer's consent.

24.4 Any notices given in relation to this Agreement will be given for the attention of the relevant person set out in the Call-Off Contract, which may, include email and sent to the address or email address of the recipient set out in the Call-Off Contract or another address or email address which the recipient may designate by notice given in accordance with the provisions of this Clause.

24.5 A notice will be deemed to have been received: if delivered personally, at the time of delivery; in the case of pre-paid first-class post, 3 Business Days from the date of posting; and in the case of email, upon the email reaching the recipient's server.

24.6 Where notices are to be served by email, the email must contain the following wording in the subject matter field: "Notice served in accordance with the Jisc Security Operations Centre Agreement".

24.7 Neither Party will be liable to the other as a result of any delay or failure to perform its obligations under the Agreement if and to the extent such

delay or failure is caused by an event or circumstance which is beyond the reasonable control of that Party. If such event or circumstances prevent a Party from performing any of its obligations under this Agreement for more than 90 days continuously, the other Party will have the right, without limiting its other rights or remedies, to terminate this Agreement with immediate effect by giving written notice to the first Party.

24.8 This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this Agreement. Each of the Parties acknowledges and agrees that it does not enter into this Agreement on the basis of and does not rely, and has not relied upon, and will have no remedy in respect of, any statement or representation or warranty or other provision made, given or agreed to by the other Party (whether negligently or innocently made) except those expressly repeated or referred to in this Agreement and the only remedy available in respect of any misrepresentation or untrue statement made to it will be a claim for breach of contract under this Agreement. Nothing in this Clause will operate to limit or exclude liability for fraud.

24.9 No variation to this Agreement will be effective unless it is agreed in writing and signed by authorised signatories for both Parties.

24.10 No third party is entitled to the benefit of this Agreement under the Contracts (Rights of Third Parties) Act 1999. The right of either Party to vary or terminate this Agreement will not be subject to the consent of any third party.

24.11 This Agreement may be entered into by the Parties on separate counterparts, which taken together will constitute one single agreement between the Parties.

24.12 This Agreement will be governed by English law, and the English Courts will have exclusive jurisdiction to deal with disputes arising out of or in connection with this Agreement.

24.13 This Agreement has been duly executed by the Parties' authorised officers on the Call-Off Contract and is dated as shown on the Call-Off Contract.

24.14 References in the Janet Policies to "Terms for Provision of the Janet Service" and "Janet Terms" will be read as references to this Agreement.



Data Protection Schedule

1. DATA PROTECTION

- 1.1 The contact details of the Customer's data protection officer will be provided by the Customer. Jisc's data protection officer details are:

Name: James McKinlay

Email: dataprotection@jisc.ac.uk

- 1.2 The Processor shall comply with any further written instructions with respect to Processing by the Controller. Any such further instructions shall be incorporated into this Data Protection Schedule.

2. PROCESSING PERSONAL DATA – THE SERVICES

Description	Details
Identity of Controller for each category of Personal Data	The Parties acknowledge that in accordance with the Data Protection Legislation: a) the Customer is the Controller and Jisc is the Processor in respect of the Processing of Agreement Personal Data under this Agreement; b) each party is an independent Controller of: i. the Personal Data collected and shared in relation to the cyber threat intelligence service (where Jisc will monitor cyber threats that may affect it, the Customer and/or Jisc's other customers); and ii. the business contact information they hold and will act accordingly when processing such data in connection with this Agreement.
The subject matter and duration of the Processing	The subject matter will consist of system log data from an evolving variety of the Customer's systems and accompanying enrichment data required for the performance of the Services. This subject matter will contain personal data as listed below and further information to enable Jisc's monitoring systems to detect anomalies pertinent to security threats and related detection rules. These alerts will then be triaged through Jisc's security teams, who will utilise the data provided to add value to the data and provide both alerts to the Customer and take action, or recommend a response based on defined processes. The alerts will also be accumulated in order to provide appropriate Customer staff with reporting applicable to the use cases determined, whose use will be determined by the appropriate Customer staff. Anonymised alert and reporting data will also be utilised for trend analysis across the sector to provide threat intelligence for the Customer and other sector members. Where Jisc is a Processor, the duration of the Processing of the Agreement Personal Data will be for the term of the Agreement, unless Jisc is required to retain the Personal Data for a longer period under Applicable Law. Personal Data Processed by Jisc in its capacity as Controller will be retained in accordance with Jisc's retention policies.
Nature and purposes of the Processing	In respect of the Agreement Personal Data for which Jisc shall act as a Processor, Jisc may: collect, collate, share, evaluate, use, store, replicate, and otherwise Process the

Description	Details
	Personal Data (subject to the terms of the Agreement) to enable it to administer and fulfil its obligations under the Agreement. Jisc's suppliers, including any sub-Processors of Jisc's suppliers, may from time to time use back-office support and system functions which are located or can be accessed by Users from outside of the UK and/or the European Economic Area. Any such Processing will be in accordance with Data Protection Legislation, including with respect to appropriate data transfer mechanisms. The Customer consents to the disclosure and transfer of Personal Data, as required in order to provide the Services.
Type of Personal Data	The type of Personal Data being Processed is likely to include, but is not exclusive to, the following: • Full names • Usernames • Email addresses • User groups • Authentication methods (form of authentication, not passwords) • Successful/failed authentications • Logon/logoff/usage timestamps • Source and Destination IP addresses of network traffic • DNS addresses accessed across the network • Browsed web addresses • File names • Application usage • VPN usage • Hostname • Device types • Apps used • App versions • OS versions
Categories of Data Subject	The categories of Data Subjects will be: • Students of the Participating Institution • Staff of the Participating Institution • Third parties accessing the Participating Institution's IT systems