

G-Cloud 15: terms and conditions for govroam service

These terms and conditions (**Terms**) set out the terms under which Jisc (**the Operator**) provides the govroam service to its customers (**the Member**).

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. These Terms set out some of the rules of membership of govroam and the terms on which the Operator provides govroam to Members.

1. Interpretation

1.1. The following definitions and rules of interpretation will apply in these Terms:

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 Service made between the Operator and the Member into which these Terms are incorporated;
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 and the Member's staff who are responsible for supporting the Service on behalf of the Member;
GCloud 15 Framework Agreement	means the framework agreement that governs the relationship between the Operator and Crown Commercial Services for the provision of the Service to the Member;
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;
Operator Procedures	means the govroam operating procedures and set out in the Service Definition document, 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;
Jisc	means Jisc Services Limited, company number 02881024;
Jisc Policies	the Janet Acceptable Use Policy and the Janet Security Policy as may be amended, restated, or renamed by Jisc from time to time and which are published by Jisc on its website (with each being referred to as a Jisc 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 the Buyer as defined in the Call-Off Contract, 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;
Operator Procedures	means the govroam operating procedures as set out in the Service Definition document, and may be updated by Operator from time to time;
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;
Service/govroam	means roaming access to Wi-Fi, VPN and email services for the public sector, and is described in further detail in the Service Definition;
Service Definition	means the GCloud service definition as defined in the GCloud 15 Framework Agreement;
Service Website	means the public-facing https://www.jisc.ac.uk/govroam , and the administrator site https://wiki.govroam.uk/doku.php
Sub-contractor(s)	means any third-party appointed by the Member that supports the Member to carry out any of the Member's responsibilities or obligations under these Terms;
System	means the hardware, software and any other IT asset which is operated by the Member or on the Member's behalf (either by a Sub-contractor or otherwise) and used in the operation of govroam;
Technical Specifications	means the govroam Technical Specification document published on the Service 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 these Terms.
- 1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 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.
- 1.7. These Terms are additional to any Call-Off Contract. In the event of any conflict or inconsistency between these Terms and the Call-Off Contract, the terms of the Call-Off Contract shall supersede those in these Terms should any conflict or ambiguity arise between the two.
- 1.8. In the event of any conflict or inconsistency between these Terms and the Technical Specifications, including recommendations for use of personal data, then these Terms will prevail.

2. Commencement and duration

- 2.1. Subject to Clause 1.7, these are the Terms on which the Operator supplies the Service to the Member and the Member acknowledges that the Terms are binding upon and enforceable against the Member by the Operator.
- 2.2. The Terms will apply from the date on which the Call-Off Contract is signed by all the parties and continue for the period of the Call-Off Contract (unless terminated earlier in accordance with Clause 10).
- 2.3. Where the contracting party to the Call-Off Contract 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. An organisation which has 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 these Terms and will continue to do so during the duration of any agreement between the parties for the provision of the Service (including the Call-Off Contract). 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.
- 4.3. The Member's right to use the Service is subject to the Jisc Policies. The Member's continued use of the Service constitutes the Member's agreement to comply with the Jisc Policies.
- 4.4. The Member is responsible for all actions and omissions by its End Users and Sub-contractors and a breach by the End Users or Sub-contractors of the Jisc Policies or the terms of the agreements between the End Users or Sub-contractors 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 Jisc 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 members 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 Working Days » Escalate to RFO after 2 Working Days if still unfixed	RFO member organisation to: » Respond to End User within 8 hours » Use best efforts to fix within 5 Working Days » Escalate to RFO after 5 Working 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 Working Days » Escalate to Jisc after 2 Working Days if still unfixed	RFO to: » Respond to RFO member organisation within 8 hours » Use best efforts to fix within 5 Working Days » Escalate to Jisc after 5 Working Days if still unfixed

- 4.7. The Operator does not warrant or guarantee the performance of, or connectivity to, the internet provided by any Members or that the transmission of information over a Member's internet connection will be secure or that a Member's internet connection 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 99.9% 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.
 - 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

- 6.1. 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
 - 6.1.2. it holds (and any of its Sub-contractors hold) and will continue to hold all necessary licenses, authorisations and permissions required to meet its obligations under the Terms; and
 - 6.1.3. all contracts with Sub-contractors will include provisions to ensure that (where relevant) the Sub-contractors comply with the Member's responsibilities and obligations under these Terms, including but not limited to those set out in Clauses 6.2 to 6.6, 7.2 and 7.3.
- 6.2. The Member will:
 - 6.2.1. use its reasonable endeavours to comply with the Technical Specifications, 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 and will ensure that its Sub-contractors do 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. Where appropriate to do so, 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 Jisc Policies, and the Member will indemnify the Operator for any breach of this warranty.
- 7.2. Members may not (either deliberately or by omission) extend the Service to any other organisation, institution or individual. Members who are also RFOs may recruit other organisations or institutions to join their regional federation if they satisfy the eligibility criteria set out in the Operator Procedures. If doing so, the RFO must inform the Operator, providing confirmation that the new Member has signed an agreement with the RFO that incorporates the required terms and conditions as set out in Schedule 1 and listing the new realm(s) that that RFO will now be responsible for forwarding on behalf of the new Member.
- 7.3. The Member will not and will ensure that its Sub-contractors do 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 Jisc 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/or terminate the Call-Off Contract immediately in the event of a breach by the Member of the Call-Off Contract, these Terms or the Jisc Policies.

8. Charges and payment

- 8.1. The Member will pay the subscription fees specified by the Operator and set out in the Call-Off Contract.
- 8.2. The Operator will invoice the Member for the subscription fees. 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.
- 8.3. 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:
- 8.3.1. suspend the Service and trigger the dispute resolution procedure under these Terms;
 - 8.3.2. 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; and
 - 8.3.3. In the event of an RFO being in default of its payment obligations, 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 Service 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 (e.g. leaflets, service catalogues), but the govroam 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.
- 9.3. Subject to Clause 9.4, the Member will provide the location data for each of its govroam enabled locations via the Operator's mapping tool within 20 Working Days of the Service becoming available at that location. In doing so, the Member grants permission to the Operator to publish these govroam enabled locations via the govroam companion app, Service map or other similar Service mapping tools.
- 9.4. By prior written agreement with the Operator the Member may omit certain locations on reasonable grounds such as for security reasons.

10. Termination

- 10.1. The Member may withdraw from govroam upon 20 Working Days' prior written notice to the Operator.
- 10.2. Upon a withdrawal from govroam by a Member, no refund of the subscription fees 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.
- 10.3. In the event that the withdrawing member is an RFO, the RFO will give at least 40 Working Days' prior written notice to the Operator if it wishes to terminate the Call-Off Contract and it must either have alternative replacement arrangements in place, or, demonstrate that it has used reasonable endeavours to have alternative replacement arrangements in place, before termination is effective. This in order to allow the remaining Members of the RFO's federation sufficient time to appoint a new RFO or make alternative arrangements to continue their membership of govroam.
- 10.4. 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:
 - 10.4.1. considered and found to be no longer financially sustainable; or
 - 10.4.2. considered to be no longer within the interests of the Members; or
 - 10.4.3. superseded by a future replacement service; or
 - 10.4.4. 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 this Clause 10.4 apply. Where the Service is dissolved under this Clause 10.4 the Operator will refund any subscription fee payments that have been made by the Member which extend beyond the date on which the Service ceases to be provided.

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- 10.5. Without affecting any other right or remedy available to it, the Operator may terminate the Call-Off Contract with immediate effect by giving written notice to the Member if:
- 10.5.1. the Member fails to pay any amount due under the Call-Off Contract on the due date for payment and remains in default not less than 20 Working Days after being notified in writing to make such payment;
 - 10.5.2. the Member commits a material breach of any term of the Call-Off Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 Working Days after being notified in writing to do so;
 - 10.5.3. the Member repeatedly breaches any of the terms of the Call-Off Contract 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 the Call-Off Contract;
 - 10.5.4. 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
 - 10.5.5. any warranty given by the Member in the Call-Off Contract is found to be untrue or misleading.
- 10.6. If the Operator ceases to provide the Service to a Member which is part of a regional federation, the Operator will inform the RFO of that federation as soon as possible.
- 10.7. If the Operator ceases to provide the Service to an RFO, the Operator will inform all Members that are part of the regional federation of that RFO as soon as possible.
- 10.8. Unless otherwise agreed by the Operator in writing, the Member will not be entitled to any refund or payment of any compensation or damages upon termination of the agreement in accordance with Clauses 7.5, 10.1, 10.3 and 10.5.

11. Consequences of termination

- 11.1. Upon termination of the Call-Off Contract, 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 outgoing Member 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 these Terms that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Call-Off Contract will remain in full force and effect.
- 11.3. Termination or expiry of the Call-Off Contract 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 Call-Off Contract 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 to the Member if:
- 12.1.1. The Operator is entitled to terminate the Service under any of the provisions of these Terms;
 - 12.1.2. the Member is in arrears with any payment due under the Call-Off Contract for more than 5 Working 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 Jisc Policies or applicable law.
- 12.3. If, in the Operator's opinion, an End User is in breach of the terms under Clause 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 Clause 12, the Member will continue to pay the subscription fee for the Service until the Call-Off Contract has been terminated by either party in accordance with Clause 10.
- 12.5. The Operator will inform the RFO if it plans to suspend the Service to any of the Members of its federation. The RFO will, and will ensure its Sub-contractor will, provide the Operator with reasonable assistance to implement the suspension, including, where possible, working with the Member concerned to resolve the cause of the suspension.

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 Clause 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.
- 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 provision of the Service.
- 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 Clause 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 the provision of the Service.

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 the Call-Off Contract will be limited to the greater of £25,000 and the amount of annual charges paid by the Member under the Call-Off Contract 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 or their Sub-contractor'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 or its Sub-contractor 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 suspend or terminate the Member's access to the Service in accordance with Clauses 10 and 12.

14.3. The RFO will share any information and/or evidence of non-compliance of the RFO Agreement and notify the Operator of such non-compliance and cooperate with the Operator to mitigate such non-compliance, in accordance with Clause 2.3. The Operator will treat all such information and/or evidence as confidential information and the provisions of Clause 15 will apply to the handling of such information and/or evidence.

15. Confidential information

- 15.1. Each party undertakes that it will not at any time during the term of the Call-Off Contract, and for a period of 3 years after its termination, 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 the Call-Off Contract. 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 the Call-Off Contract. 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 the Call-Off Contract.

16. Data protection

- 16.1. The parties shall comply with the data protection provisions as set out in the Call-Off Contract.

17. Dispute resolution

- 17.1. If a dispute arises between the parties concerning these Terms, each of the parties will, in the first instance, use reasonable endeavours to resolve the dispute in good faith. If such attempt is not successful, then the parties will escalate the dispute within their organisations to a senior executive who will consider and discuss the disputed matter and each shall use reasonable endeavours to reach agreement.
- 17.2. If a dispute cannot be resolved in accordance with Clause 17.1 within 10 Working Days of escalation to such senior executives by both parties, the parties may elect that the matter be referred for consultation between the executive directors of both organisations. In this event, such further consultations will be held within 15 Working Days of the requirement.
- 17.3. If the dispute remains unresolved between the parties after it has been referred to the executive directors of the parties pursuant to Clause 17.2 above, then the parties may proceed to mediation provided by the Centre for Dispute Resolution (**CEDR**) under its Model Mediation Procedure (or such other body as the Parties may agree). Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation the parties will send a joint notice in writing (**ADR notice**) to CEDR requesting mediation. The parties will use reasonable endeavours to ensure that the mediation will start no later than 20 Working Days after the date of the ADR notice, or such later date as the mediator is available.
- 17.4. If a process for mediation is not agreed in accordance with Clause 17.3 within a period of 15 Working Days from a request by either party or from the discussions between the parties' executive directors, and the dispute remains unresolved, both parties shall be entitled to pursue the matter in law.

18. Notices

- 18.1. Any notice or other communication given to a party under or in connection with the Call-Off Contract 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 the relevant contact person as set out in the Call-Off Contract; 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, to modify or update these terms in accordance with the provisions of the GCloud 15 Framework Agreement.

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 the Call-Off Contract 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 the Call-Off Contract to another member of its federation, it will provide the Operator with appropriate evidence that all Members of the federation agree to the change. Any changes to the structure of a regional federation may incur additional technical boarding charges at the discretion of the Operator.

21. No partnership or agency

Nothing in these Terms 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 these Terms 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 22 will not affect the validity and enforceability of the rest of these Terms.
- 22.2. If one party gives notice to the other of the possibility that any provision or part-provision of these Terms 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. These Terms are additional to any Call-Off Contract. The terms of the Call-Off Contract shall supersede those in these terms should any conflict or ambiguity arise between the two.
- 23.2. Each party acknowledges that in entering into the Call-Off Contract (and agreeing to these Terms) it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Call-Off Contract or these Terms. Each party agrees that it will have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.
- 23.3. Nothing in this Clause 23 will limit or exclude any liability for fraud.

24. Third party rights

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

25. Governing law and jurisdiction

The Call-Off Contract 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 the Call-Off Contract or its subject matter or formation.

Schedule 1

Sample RFO Agreement Terms

1. Interpretation

1.1. The following definitions and rules of interpretation will apply to these Terms:

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;
Jisc Policies	the Janet Acceptable Use Policy and the Janet Security Policy as may be amended, restated, or renamed by the Operator from time to time and which are published by the Operator on its website (with each being referred to as a Jisc 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	means an organisation or institution which has registered to join govroam through the RFO's roaming federation and, and a reference to the Member/s in these Terms will be a reference to [insert name of RFO's Member] ;
Operator	means Jisc Services Limited, company number 02881024 whose registered office is at 4 Portwall Lane, Bristol, BS1 6NB;
Operator Procedures	means the govroam service definition document, which is published on the Service Website, and may be updated by Operator from time to time;
Regional Federation Operator (RFO)	means [insert name of RFO] which is the regional operator of a roaming federation that participates in govroam on behalf its Members;
Service/govroam	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 Service Website);
Service Website	means https://www.jisc.ac.uk/govroam ;
Sub-contractor(s)	means any sub-contractor appointed by the Member that supports the Member to carry out any of the Members responsibilities or obligations under these Terms;
System	means the hardware, software and any other IT asset which is operated by the Member or on the Member's behalf (either by a Sub-contractor or otherwise) and used in the operation of govroam;
Technical Specifications	means the govroam Technical Specification document published on the Service Website, as may be updated by Operator from time to time;
Terms	means the terms of any agreement between the RFO and the Member in relation to the provision of govroam;

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.
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2. Membership

- 2.1. 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 or be withdrawn from membership of govroom with immediate effect.
- 2.2. 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 or the member's Sub-contractor to take such action, as is necessary, in the opinion of the Operator, to protect the legitimate interests of other customer of the Operator or the reputation of govroom or the Operator or to ensure the efficient operation of govroom.

3. Use of the service

- 3.1. The Member's right to use the Service is subject to the Jisc Policies. The Member's continued use of the Service constitutes the Member's agreement to comply with the Jisc Policies.
- 3.2. The Member is responsible for all actions and omissions by its End Users and/or its Sub-contractor(s). The Member warrants that any use of the Service by End Users complies with the Jisc Policies and the Member will indemnify the Operator for any breach of this warranty.
- 3.3. Members may not directly or indirectly (for example through the use of Sub-contractors) extend the Service to any other organisation, institution or individual.
- 3.4. The Member will not, and will ensure that its Sub-contractors do not, do anything that is likely to adversely affect the provision of the Service.
- 3.5. The Operator has the right to suspend the Service in the event of a breach by the Member (or its Sub-contractor(s)) of these Terms or the Jisc Policies.
- 3.6. 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.
- 3.7. The Member shall comply with the following incident reporting, escalation and resolution service levels:

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

4. Responsibilities of the Member

- 4.1. The Member warrants and undertakes that:

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- 4.1.1. All and any data, when provided to the Operator or another member of govroam (as the case may be), are accurate and up-to-date and any changes to this data are promptly provided to the Operator;
 - 4.1.2. it holds (and any of its Sub-contractors hold) and will continue to hold all necessary licenses, authorisations and permissions required to meet its obligations under the Terms; and
 - 4.1.3. all contracts with Sub-contractors will include provisions to ensure that the Sub-contractors comply with the Member's responsibilities and obligations under these Terms, including but not limited to those set out in Clauses 4.2 to 4.5.
- 4.2. The Member will:
- 4.2.1. use its reasonable endeavours to comply with the Technical Specifications;
 - 4.2.2. observe Good Practice in relation to the configuration, operation and security of the System; and
 - 4.2.3. 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;
- 4.3. The Member will not and will ensure that its Sub-contractors do not, act in any manner which damages or is likely to damage or otherwise adversely affect the reputation of the Operator.
- 4.4. The Member will give and procure that any third party providing govroam services to it will give, reasonable assistance to any other govroam member investigating misuse of the Service.
- 4.5. 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.

5. Publicity and use of logo

- 5.1. The Member may use the govroam logo, which is set out on the Service Website in accordance with the following govroam logo usage rules:
- 5.1.1. The Member will not change or add to the logo;
 - 5.1.2. The Member may use the govroam logo in all forms of related marketing collateral (e.g. leaflets, service catalogues), but the govroam logo should only be publicly displayed where a visiting user might expect to get govroam connectivity; and
 - 5.1.3. The Member should inform the Operator of such uses and provide in electronic form copies of any marketing collateral produced.
- 5.2. The Member acknowledges that the Operator has the right to publish the Member's name for the purpose of promoting govroam.
- 5.3. Subject to Clause 5.4, the Member will provide the location data for each of its govroam enabled locations via the Operator's mapping tool within 20 Working Days of the Service becoming available at that location. In doing so, the Member grants permission to the Operator to publish these govroam enabled locations via the govroam companion app and Service map or other similar Service mapping tools.
- 5.4. By prior written agreement with the RFO the Member may omit certain locations on reasonable grounds such as for security reasons.

6. Suspension of service

- 6.1. The Operator may terminate or temporarily suspend the Member's use of the Service for any breach of these Terms or the Jisc Policies.

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- 6.2. 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:
- 6.2.1. 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;
 - 6.2.2. in violation of the Jisc Policies or applicable law.
- 6.3. If, in the Operator's opinion, an End User is in breach of these Terms or the Jisc Policies, the Member will procure that the End User is prevented from using the Service.

7. Audit and compliance

- 7.1. 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 or their Sub-contractor'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.
- 7.2. Whether pursuant to an audit or otherwise, if the Operator has reasonable grounds for believing that the Member or its Sub-contractor 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 instruct the RFO to terminate this agreement and cease the Member's use of govroam.
- 7.3. The Member acknowledges that any information and/or evidence of a Member's non-compliance with these Terms will be shared between the RFO and the Operator. The Operator will treat all such information and/or evidence as confidential information and not disclose it unless required by law, court order or any governmental or regulatory authority.

8. Third party beneficiaries

- 8.1. The Operator will be deemed to be a third-party beneficiary of this agreement with the right to enforce these Terms.