

Jisc Cloud assist

Terms and conditions

Version 1.0
14 January 2026

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires, the following words shall have the following meanings:

Affiliate	in relation to each Party, means and includes each parent undertaking and each subsidiary undertaking of such parent undertaking from time to time, in each case as the terms subsidiary undertaking and parent undertaking are defined in Section 1162 of the Companies Act 2006;
Aggregated Data	means non-Personal Data, whereby Data Subjects cannot or are no longer identifiable (directly or indirectly);
Agreement	means these Terms and Conditions together with the Order Form and Services Description;
Applicable Law	means 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 and/or any Processing of Personal Data is subject from time to time;
Bribery Legislation	means 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 the Bribery Legislation;
Business Day	means any day which is not a Saturday, Sunday or a public holiday in England and Wales;
Charges	means the charges payable by the Customer to Jisc for the performance of the Services. The Charges are set out in the Order Form and may be varied in accordance with Clause 4;
Claims	means claims, demands, proceedings or other actions;

Commencement Date	means the Agreement start date as set out in the Order Form;
Confidential Information	means: (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) existing or potential customers and personnel, trade secrets, know-how, research, developments, technical and business information relating to products, methods and processes, and any other information 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;
Controller	has the meaning set out in the UK GDPR;
Customer	means the customer as detailed in the Order Form;
Customer Data	means: (a) all data and information relating to any Customer Staff (including Personal Data, as such Personal Data is further described in the Data Protection Particulars) which: (i) is supplied or made available by or on behalf of the Customer to Jisc; (ii) is collected by Jisc from the Customer or Customer Staff; or (iii) is transmitted to or through Jisc or any of its Affiliates by the Customer or any Customer Staff, in each case in connection with the Services; and (b) any other data or information (including Personal Data) which the Customer agrees to provide or make available to Jisc for transfer into Jisc's infrastructure in connection with the performance of Services;
Customer Staff	means any current or former member of staff or employee of the Customer;
Data Protection Legislation	means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction which relates to the protection of individuals with regards to the Processing of Personal Data to which a Party is subject for the purposes of this Agreement, including the Data Protection Act 2018 and the General Data Protection Regulation 2016/679 (EU 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, as amended to be referred to as DPA 2018 and the UK GDPR respectively; and (b) any code of practice or guidance published by the ICO or European Data Protection Board from time to time;
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 Quality Requirements	means those requirements set out in Article 5(1)(c) to (e) (inclusive) of the UK GDPR;
Data Subject	has the meaning set out in the UK GDPR;
Data Subject Request	means an actual or purported subject access request or notice or complaint from (or on behalf of) a Data Subject exercising his rights under the Data Protection Legislation;

Data Transfer	means transferring the Customer Data to, and / or accessing the Customer Data from and / or Processing the Customer Data within, a jurisdiction or territory that is not a Permitted Country;
First Expiry Date	means the initial term end date as set out in the Order Form;
Freedom of Information Laws	means the Freedom of Information Act 2000 (and any Scottish equivalent), the Environmental Information Regulations 2004 (and any Scottish equivalent) and any subordinate legislation made under such legislation from time to time together with any guidance and/or codes of practice issued by the UK Information Commissioner or relevant Government Department in relation to such legislation;
Good Industry Practice	means, at any time, the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of similar services to the Services to a customer like the Customer, such supplier seeking to comply with its contractual obligations in full and complying with all Applicable Laws (including the Data Protection Legislation);
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	means the means the UK Information Commissioner (including any successor or replacement);
Initial Term	has the meaning set out in Clause 2;
Intellectual Property Rights	means any rights in or to intellectual property, including copyright (including rights in computer software and related rights), patents, database rights, designs, trademarks, know-how or confidential information and any other rights in respect of any other industrial or intellectual property, whether registrable or not and wherever existing in the world and including all rights to apply for any of the foregoing rights;
Jisc	means the supplier of the Services designated as such on the Order Form;
Jisc Site	means www.jisc.ac.uk/cloud-assist (and includes any successor site designated by Jisc), as may be updated by Jisc from time to time;
Loss	means all losses, fines, liabilities, damages, costs, Claims, amounts paid in settlement and expenses (including legal fees, disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties);
Microsoft 365	means the cloud-based productivity and collaboration software suite made available by Microsoft Corporation, as accessed through the Customer's relevant subscription plan and subject to Microsoft's terms of service and acceptable use policies applicable at the relevant time;
Modern Slavery Legislation	the Modern Slavery Act 2015 and any subordinate legislation made under that Act from time to time together with all applicable anti-slavery and human trafficking laws, statutes, regulations, guidance or codes of practice issued by the relevant government department;
Order Form	means the order form in which these Terms and Conditions are referred to;
Parties	means the parties to this Agreement and Party shall be construed accordingly;
Permitted Country	means 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 UK GDPR and for the purposes of this Agreement includes Sensitive Personal Data;
Personal Data Breach	has the meaning set out in the UK GDPR (where the Personal Data directly affected by the breach of security is that described in the Data Protection

	Particulars) and, for the avoidance of doubt, includes a breach of Clause 8.1.3;
Personnel	means all persons engaged or employed from time to time by Jisc in connection with this Agreement, including employees, consultants, contractors and permitted agents;
Processing	has the meaning set out in the UK GDPR (and Process and Processed shall be construed accordingly);
Processor	has the meaning set out in the UK GDPR;
Regulator	means the ICO and any other independent 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	means any correspondence from a Regulator in relation to the Processing of Customer Data under or in connection with this Agreement;
Renewal Term	is defined in Clause 2;
Request for Information	is defined in Clause 15;
Security Requirements	means the requirements regarding the security of the Personal Data, as set out in the Data Protection Legislation (including, in particular, the measures set out in Article 32(1) of the UK GDPR (taking due account of the matters described in Article 32(2) of the UK GDPR));
Sensitive Personal Data	means Personal Data that reveals such categories of data as are listed in Article 9(1) of the UK GDPR and Personal Data relating to criminal convictions and offences;
Services	means Cloud assist which Jisc will make available to the Customer as indicated on the Order Form or as otherwise agreed in writing by the Parties, and as further described in the Services Description;
Service Levels	means the service levels set out in the Services Description from time to time applicable to the Services;
Services Description	means the description of the Services and Service components set out on the Jisc Site from time to time;
Tenant	means a dedicated instance of Microsoft 365 services that represents an organisation within the Microsoft cloud infrastructure;
Term	means the Initial Term and any extension to the same pursuant to Clause 2;
Terms and Conditions	means these terms and conditions;
User	any person who is permitted by the Customer to use or access the Services;
Year	means each twelve (12) month period commencing on the Commencement Date or the anniversary of that date (in the case of subsequent Years).

- 1.2 In this Agreement, unless the context otherwise requires:
- 1.2.1 the singular shall include the plural and vice versa, and references to one gender shall include all genders;
 - 1.2.2 references to a **person** include any individual, firm, body corporate (wherever incorporated), university, government, state or agency of a state or any joint venture, association, partnership, works council or employee representative body (whether or not having separate legal personality);
 - 1.2.3 references to **Recitals**, and **Clauses** are to recitals and clauses of this Agreement;
 - 1.2.4 references to a **Party** include that Party's personal representatives, successors, and permitted assignees and sub-licensees;
 - 1.2.5 any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
 - 1.2.6 any reference to a statute, statutory provision or statutory instrument includes a reference to that statute, statutory provision or statutory instrument together with all the rules and regulations made under it as from time to time amended, consolidated or re-enacted.
- 1.3 In the case of conflict or ambiguity between any provision contained in this Agreement the order of precedence shall be as follows:
- 1.3.1 the Order Form;
 - 1.3.2 the Terms and Conditions; and
 - 1.3.3 any other document referred to in this Agreement.

2. TERM

- 2.1 This Agreement commences on the Commencement Date and, subject to earlier termination in accordance with this Agreement will continue in full force and effect until the First Expiry Date (the Initial Term).
- 2.2 Following expiry of the Initial Term this Agreement will, subject to earlier termination in accordance with this Agreement, automatically renew for successive 12-month periods (each a Renewal Term) unless and until terminated by either Party giving not less than 3 months' written notice of termination to the other, such termination to take effect only on expiry of the Initial Term or the then current Renewal Term, as applicable.

3. SERVICES

- 3.1 Jisc will provide the Services in accordance with this Agreement, Good Industry Practice and using reasonable skill and care.
- 3.2 Jisc will use reasonable endeavours to provide the Services in accordance with the Service Levels.
- 3.3 Jisc may revise the Services, Services Description and Service Levels as follows:
- 3.3.1 changes to the above 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' written notice to the Customer;
 - 3.3.2 any other change, or where Jisc appoints a sub-contractor pursuant to Clause 11.1, can be made at any time by publishing the changes on the Jisc Site.

- 3.4 If Jisc makes a revision under Clause 3.3.1 and the Customer, acting reasonably, cannot accept it, they can end the Agreement by giving Jisc at least 30 days' written notice before the revision takes effect. The Customer will be entitled to a partial refund for any prepaid Services that would have been provided after the termination date.

4. CHARGES

- 4.1 In consideration of the provision of the Services to the Customer, the Customer shall pay to Jisc the Charges specified in the Order Form.
- 4.2 Jisc will deliver invoices to the Customer and the Charges will be payable in advance for each period described in the Order Form. Subject to Clause 4.3, all due and valid invoices will be paid by the Customer within 30 days of its receipt.
- 4.3 Should the Customer wish to dispute an invoice, it will notify Jisc in writing of the nature and details of the dispute within 30 days of receipt of the invoice, provided that nothing in this Clause 4.3 will excuse the Customer from its payment obligations in respect of any undisputed part of the invoice.
- 4.4 If the Customer fails to pay any undisputed Charges by the due date, this will be a material breach for the purposes of Clause 16.1.2, and Jisc will additionally have the right to:
- 4.4.1 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
 - 4.4.2 on 5 Business Days' written notice (in the absence of receipt of a disputed invoice notice from Customer) 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.
- 4.5 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.
- 4.6 All Charges are stated exclusive of value added tax (and any other taxes), which if applicable, will be added by Jisc to its invoices at the prevailing rate as at the date of the applicable invoice and will be paid by the Customer accordingly.
- 4.7 Following expiry of the Initial Term, Jisc reserves the right to amend the Charges from time to time. Jisc will give a minimum of 3 months' notice of any amendment. If the Customer then wishes to terminate this Agreement it may do so by giving written notice of termination to Jisc within 2 months' of receiving Jisc's notice of amendment. Termination will then come into effect from the date on which the amended Charges would otherwise apply.

5. CUSTOMER OBLIGATIONS

- 5.1 In receiving the Services, the Customer will:
- 5.1.1 follow Jisc's reasonable instructions;
 - 5.1.2 only use the Services in the manner contemplated by the Agreement or specified on the Jisc Site;
 - 5.1.3 where the Order Form or Jisc Site sets out limitations regarding Users that can access and use the Services, comply with those limitations;
 - 5.1.4 provide Jisc with reasonable access at reasonable times to its premises, where necessary for the purpose of Jisc supplying the Services;
 - 5.1.5 where the Service involves the Customer making data available to Jisc, take all necessary steps and maintain all necessary licences and consents required to enable the Customer to disclose the data to Jisc and Jisc to use that data in providing the Services;

5.1.6 only use Jisc's name, logo or other Intellectual Property Rights after obtaining Jisc's prior written approval to such use and the Customer will comply with any conditions for use notified by Jisc (and for the avoidance of doubt, each instance of use of Jisc's Intellectual Property Rights will require separate prior written approval).

5.2 In the event the Customer fails to comply with any of its obligations under Clause 5.1, or Jisc reasonably considers that the Customer's use of the Services is causing or may cause damage or disruption to the use of the Services by Jisc or other customers, Jisc reserves the right to suspend access by the Customer or the Customer's Users to the Services.

6. DATA PROTECTION ARRANGEMENTS

6.1 The Parties shall each Process the Customer Data in accordance with the terms of this Agreement. The Parties acknowledge that the factual arrangement between them dictates the classification of each Party in respect of the Data Protection Legislation. Notwithstanding the foregoing, the Parties anticipate and agree that the classification of each Party is as follows:

6.1.1 The Customer shall be a Controller where it is Processing the Customer Data in connection with its role as the employer of the Customer Staff and in relation to the Services being supplied by Jisc; and

6.1.2 Jisc shall be a Controller where it is processing any feedback Personal Data collected, received or generated through the Services, including without limitation changes to contact details, account information, user preferences, Services troubleshooting and system configurations.

6.1.3 Jisc shall be a Processor where it is Processing the Customer Data in respect of:

6.1.3.1 any Personal Data to which Jisc has access within the Customer's Microsoft 365 Tenant and environment;

6.1.3.2 any Personal Data processed by Jisc under the Customer's instructions in connection with its provision of the Services to the Customer.

6.2 Microsoft Corporation acts as a separate and independent Processor directly for the Customer in respect of Personal Data stored within the Customer's Microsoft 365 Tenant and processes such Personal Data on behalf of the Customer in accordance with applicable Data Protection Legislation and any other applicable Microsoft data processing agreements.

6.3 For the avoidance of doubt, Jisc shall have no liability for any processing of Personal Data by Microsoft Corporation in its capacity as a separate and independent Processor for the Customer.

6.4 The Customer warrants that the Data Protection Particulars table below sets out an accurate description of the Data Protection Particulars:

The subject matter and duration of the Processing	The <u>subject matter</u> will consist of system log data from the Customer's Microsoft 365 Tenant and accompanying enrichment data required for the duration of the Term. This subject matter will contain personal data as listed below and further information in order to compare the infrastructure, provide analysis and collect logs for process monitoring. This will enable Jisc to provide personalised health assessments and dynamic policy updates; as well as reduce manual workload. All such Processing will be for the duration of the Term between the Customer and Jisc.
The nature and purpose of the Processing	The Personal Data will be processed in order to deliver the Services ordered by the Customer.
The type of Personal Data being Processed	The type of Personal Data being Processed as part of the Services is likely to include, but is not exclusive to, the following: • User account information, including User full name

	(optional), User ID, User email address, User IP address and directory data; • UserBasic functionality, including User role (as set in Entra against app), Tenant ID and app configuration data; • Email metadata and communication patterns; • File and document metadata; • Security and compliance logs; • Administrative audit trails; • Analytics/logging: - Page accessed - API accessed - IP information - User agent information - User/User ID - Email/Tenant ID • Health checks (<i>data is processed on local device. No data is passed back to Jisc other than analytic data</i>) • Automation logs: - Device ID; - Device name; - Device model; - Device make; - Device OS; - Device OS version; - Policy ID; - Policy name; - Policy delay information; - Tenant ID; - Date/time of the log entry.
The type of Aggerated Data being Processed	The type of Aggregated Data being Processed as part of the Services is likely to include, but is not exclusive to, the following: • Automations: - Policy ID; - Policy name; - Deadline days; - Delay days; - Schedule; - Android naming scheme; - Stale device clean-up days. • Database: - Model; - Make; - Device Model lifecycle information; - Dell Tech Direct feed configuration.
The categories of Data Subjects	The categories of Data Subjects will be: • Users; • Customer Staff.

6.5 Further information regarding the Processing of Personal Data in connection with the Services is set out in the Cloud assist [Privacy notice](#).

7. CONTROLLER OBLIGATIONS

- 7.1 Both Parties shall comply with their respective obligations under the Data Protection Legislation.
- 7.2 Each Party, in its capacity as Controller in respect of the Processing of Personal Data, shall:
- 7.2.1 make due notification to the Regulator and shall comply at all times with the Data Protection Legislation;
 - 7.2.2 implement and maintain appropriate technical and organisational security measures to comply with at least the obligations imposed on a Controller by the Security Requirements;
 - 7.2.3 ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to enable each Party to Process the Personal Data as required in order to obtain the benefit of its rights and to fulfil its obligations under this Agreement in accordance with the Data Protection Legislation; and
 - 7.2.4 notify the other Party promptly (and in any event within forty-eight (48) hours) following its receipt of any Regulator Correspondence;
- 7.3 The Customer shall (as the Controller in respect of the Processing of Customer Data):
- 7.3.1 ensure it is not subject to any prohibition or restriction which would:
 - (a) prevent or restrict it from disclosing or transferring the Customer Data to Jisc, as required under this Agreement; and
 - (b) prevent or restrict it from granting Jisc access to the Customer Data, as required under this Agreement; and
 - (c) prevent or restrict Jisc from Processing the Customer Data, as required under this Agreement.
 - 7.3.2 implement appropriate systems and procedures (where relevant) to ensure that any Customer Data disclosed, transferred or made available to Jisc is: (i) adequate, relevant and not excessive; (ii) accurate, and, where necessary, kept up to date; and (iii) not retained for longer than is necessary (in each case as required by the Data Quality Requirements);
 - 7.3.3 ensure that it has identified lawful bases under articles 6 and 9 of the UK GDPR to ensure that Processing of Personal Data and Sensitive Personal Data is lawful.

8. PROCESSOR OBLIGATIONS

- 8.1 Jisc (as a Processor in relation to any Customer Data Processed by (or on behalf of) the Customer pursuant to this Agreement) undertakes to the Customer that it shall:
- 8.1.1 Process the Customer Data for and on behalf of the Customer in connection with the performance of the Services only and for no other purpose in accordance with the terms of this Agreement any instructions from the Customer;
 - 8.1.2 unless prohibited by law, promptly notify the Customer (and in any event within forty-eight (48) hours of becoming aware of the same) if it considers, in its opinion (acting reasonably) that it is required by Applicable Law to act other than in accordance with the instructions of the Customer, including where it believes that any of the Customer's instructions under Clause 8.1.1 infringes any of the Data Protection Legislation;
 - 8.1.3 implement and maintain appropriate technical and organisational security measures to comply with at least the obligations imposed on a Controller by the Security Requirements.
 - 8.1.4 take all reasonable steps to ensure the reliability and integrity of any of the Personnel who shall have access to the Customer Data, and ensure that each member of Personnel shall have entered into appropriate contractually-binding confidentiality undertakings;
 - 8.1.5 notify the Customer promptly, and in any event within forty-eight (48) hours, upon becoming aware of any actual or suspected, threatened or 'near miss' Personal Data Breach, and:

- (a) implement any measures necessary to restore the security of compromised Customer Data;
 - (b) assist the Customer to make any notifications to a relevant Regulator and affected Data Subjects;
- 8.1.6 notify the Customer promptly (and in any event within forty-eight (48) hours) following its receipt of any Data Subject Request or Regulator Correspondence and shall:
 - (a) not disclose any Customer Data in response to any Data Subject Request or Regulator Correspondence without the Customer's prior written consent; and
 - (b) 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;
- 8.1.7 not disclose Customer Data to a third party in any circumstances without the Customer's prior written consent, other than:
 - (a) where Jisc is required by law to make such a disclosure, in which case it shall use reasonable endeavours to advise the Customer in advance of such disclosure and in any event as soon as practicable thereafter, unless prohibited by law or regulation from notifying the Customer;
 - (b) to Jisc's employees, officers, representatives and advisers who need to know such information for the purposes of Jisc performing its obligations under this Agreement and in this respect Jisc shall ensure that its employees, officers, representatives and advisers to whom it discloses the Customer Data are made aware of their obligations with regard to the use and security of Customer Data under this Agreement; and
 - (c) to a sub-contractor appointed in accordance with Clause 11.
- 8.1.8 not make (nor instruct or permit a third party to make) a Data Transfer without putting in place measures to ensure the Customer's compliance with Data Protection Legislation;
- 8.1.9 on the written request of the Customer, allow representatives of the Customer to audit Jisc in order to ascertain compliance with the terms of this Clause 8.1 and/ or to provide the Customer with reasonable information to demonstrate compliance with the requirements of this Clause 8.1, provided that:
 - (a) the Customer shall only be permitted to exercise its rights under this Clause 8.1.9 no more frequently than once per Year (other than where an audit is being undertaken by an Customer in connection with an actual or 'near miss' Personal Data Breach, in which case, an additional audit may be undertaken each Year by the Customer within thirty (30) days of the Customer having been notified of actual or 'near miss' Personal Data Breach);
 - (b) each such audit shall be performed at the sole expense of the Customer;
 - (c) the Customer shall not, in its performance of each such audit, unreasonably disrupt the business operations of Jisc;
 - (d) the Customer shall comply with Jisc's health and safety, security, conduct and other rules, procedures and requirements in relation to Jisc's property and systems which have been notified by Jisc to the Customer in advance; and
 - (e) in no case shall the Customer be permitted to access any data, information or records relating to any other customer of Jisc.
- 8.1.10 except to the extent required by Applicable Law, on the earlier of:
 - (a) the date of termination or expiry of this Agreement (as applicable); and/or
 - (b) the date on which the Customer Data is no longer relevant to, or necessary for, the performance of the Services, cease Processing any of the Customer Data and, within sixty (60) days of the date being applicable under this Clause 8.1.10, return or destroy (as directed, in writing, by the Customer) the Customer Data belonging to, or under the

control of, the Customer and ensure that all such data is securely and permanently deleted from its systems, provided that Jisc shall be entitled to retain copies of the Customer Data for evidential purposes and to comply with legal and/or regulatory requirements;

- 8.1.11 comply with the obligations imposed upon a Processor under the Data Protection Legislation; and
- 8.1.12 assist the Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the UK GDPR taking into account the nature of Processing and the information available to Jisc, provided that Jisc shall be entitled to charge a fee to the Customer (on a time and materials basis and at such rate notified by Jisc to the Customer from time to time) in respect of providing any such assistance to the Customer.

8.2 Notwithstanding anything in this Agreement to the contrary, this Clause 8 shall continue in full force and effect for so long as Jisc Processes any Customer Data.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 In consideration of the payment of the Charges by the Customer, Jisc grants to the Customer a non-exclusive, world-wide, non-sub-licensable, non-transferable, and royalty free licence to access and use the Services for the Term, in accordance with this Agreement.

9.2 The Parties acknowledge and agree that the Customer shall retain ownership of the Customer Data.

9.3 With effect from such time as the Customer provides Jisc with, or makes available to Jisc, the Customer Data, the Customer hereby grants or shall procure the grant of a fully paid and royalty-free, worldwide, nonexclusive, transferable (in accordance with Clause 19) and sub-licensable licence to Jisc to access and use the Customer Data (including any Intellectual Property Rights in the Customer Data) in connection with the performance of the Services in accordance with, and subject to, the terms of this Agreement, and any instructions as notified by the Customer from time to time. Such licence shall subsist for the Term and, to enable Jisc to comply with its obligations under Clause 8.1.10, for a period of sixty (60) days thereafter.

9.4 Jisc will indemnify the Customer from all Intellectual Property infringement claims made by a third party in respect of its use of the Services in accordance with the licence granted under Clause 9.1 and the Customer will indemnify Jisc from all Intellectual Property Rights infringement claims made by a third party in respect of its use of the Customer Data in accordance with the licence granted under Clause 9.3; provided that:

- 9.4.1 such indemnity shall not apply to the extent that the infringement claim arises out of misuse of the Services by the Customer or the Customer Data by Jisc;
- 9.4.2 the Party relying on the indemnity does not knowingly make or intimate any admission, settlement, opinion or undertaking that may be detrimental to the other's defence;
- 9.4.3 the Party relying on the indemnity gives the indemnifying Party prompt written notice of any claim made against it allowing the indemnifying Party the right to defend and settle such claims at its own discretion;
- 9.4.4 the Party relying on the indemnity, at the indemnifying Party's cost, gives such assistance as the indemnifying Party may reasonably require to settle or oppose any such claim;
- 9.4.5 the Party relying on the indemnity applies all reasonable endeavours to mitigate indemnifying Party's exposure under this indemnity; and
- 9.4.6 Where the claim relates to the Customer's use of the Services, Jisc shall be entitled to secure the right for the Customer to continue using the Services or to avoid the infringement by modifying the Services or replacing the infringing part of the Services with replacements of similar capability.

- 9.5 Any Intellectual Property Rights created or generated by or on behalf of Jisc, its Affiliates or any sub-contractor of Jisc in connection with the performance of the Services and Processing of the Customer Data shall be owned by Jisc or the relevant Affiliate or sub-contractor (as applicable).
- 9.6 Except as expressly set out in Clause 10 and elsewhere in this Agreement, neither Party will acquire any right, title or interest in or to the Intellectual Property Rights of the other Party (or its Affiliates or sub-contractors) that has been made available to, or is accessed by, that Party pursuant to this Agreement.
- 9.7 For the avoidance of doubt, all right, title and interest in and to Jisc's proprietary code, software interfaces, algorithms, innovations, methodologies, processes, and related intellectual property embodied in the Services shall remain the exclusive property of Jisc.

10. MARKETING

- 10.1 The Customer grants Jisc a fully-paid, royalty-free, worldwide, non-exclusive and transferable (in accordance with Clause 20) licence to use the Customer's name, trading name and logo on the Jisc Site and on marketing materials for marketing and promotional purposes.

11. SUB-CONTRACTORS

- 11.1 Jisc may from time to time use sub-contractors (including its Affiliates) to perform all or any part of its obligations under this Agreement. Jisc shall notify the Customer prior to appointing a sub-contractor in accordance with Clause 3.3. The Customer may object to the appointment of any sub-contractor and Jisc shall reasonably take into account the views of the Customer in appointing any such sub-contractor, but for the avoidance of doubt the appointment of any sub-contractor shall be at Jisc's absolute discretion and Jisc shall have no obligation to act in accordance with any objection raised by the Customer.
- 11.2 Jisc may from time to time disclose Customer Data to its sub-contractors (or allow its sub-contractors to access Customer Data) for Processing solely in connection with the performance of the Services.
- 11.3 Where Jisc uses a sub-contractor to Process Customer Data for or on its behalf, it will ensure that the sub-contractor contract (as it relates to the Processing of Personal Data) is on terms which are substantially the same as, and in any case no less onerous than, the terms set out in Clause 8 of this Agreement.
- 11.4 Jisc shall remain liable to the Customer for the acts, errors and omissions of any of its sub-contractors to whom it discloses Customer Data, and shall, be responsible to the Customer for the acts, errors and omissions of such sub-contractor as if they were Jisc's own acts, errors and omissions to the extent that Jisc would be liable to the Customer under this Agreement for those acts and omissions.

12. WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

- 12.1 Each Party warrants, represents and undertakes that:
- 12.1.1 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;
 - 12.1.2 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 Legislation 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;
 - 12.1.3 it will and require that each of its sub-contractors will, at all times during the term of this Agreement comply with Modern Day Slavery Legislation; and

12.1.4 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. Jisc does not make any representations, whether express or implied, about whether the Services will operate in combination with any Customer equipment and software.

12.2 The Customer hereby warrants, represents and undertakes to Jisc that it has obtained all consents and licenses necessary for the transfer to, and use by, Jisc of the Customer Data in accordance with this Agreement.

12.3 Where Jisc makes available to the Customer or utilises software provided by a third party as part of the Service, including any new products or software that integrates with Microsoft 365, the Parties acknowledge that the warranties given by the manufacturer of that software will apply to that software and that Jisc does not itself give any warranty or representation, express or implied, as to the fitness, quality, condition, design, performance or operation of that software.

12.4 Each Party's representations, warranties and undertakings are limited to those set out in this Agreement and any implied conditions or warranties are excluded to the fullest extent permitted by law.

13. CONFIDENTIALITY

13.1 The provisions of Clauses 7 and 8 shall apply in relation to the use and disclosure of Customer Data.

13.2 Each Party agrees to keep confidential and, subject to Clause 13.3, 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.

13.3 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 or others within its Group, on a need-to-know basis.

13.4 Each Party agrees to immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

13.5 Notwithstanding Clause 13.2 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.

14. LIABILITY

14.1 Subject to Clauses 14.2 and 14.3, each Party's aggregate liability to the other Party in respect of all Claims arising in a given Year out of, or in connection with, this Agreement (including as a result of breach of contract, negligence or any other tort, under statute or otherwise) will in no event exceed in aggregate the greater of:

14.1.1 a sum equal to 100% of the Charges paid and payable under this Agreement to Jisc in that Year; and

14.1.2 £10,000.

14.2 Subject to Clause 14.3, neither Party will be liable to the other for:

- 14.2.1 any loss (whether direct or indirect) of revenue or profits;
- 14.2.2 any loss (whether direct or indirect) of anticipated savings;
- 14.2.3 any loss (whether direct or indirect) of business opportunity;
- 14.2.4 any loss (whether direct or indirect) of goodwill or injury to reputation; or
- 14.2.5 indirect, consequential or special loss or damage,

in each case arising out of, or in connection with, this Agreement, including as a result of breach of contract, negligence or any other tort (under statute or otherwise) and regardless of whether the defendant party knew or had reason to know of the possibility of the loss, injury or damage in question.

14.3 Nothing in this Agreement will exclude, limit or restrict:

14.3.1 either Party's liability for:

- (a) death or personal injury resulting from the negligence of that Party (or its officers, agents or employees);
- (b) fraud or fraudulent misrepresentation committed by that Party (or its officers, agents or employees); or
- (c) any other matter in respect of which liability cannot by Applicable Law be limited; and

14.3.2 the Customer's liability in respect of:

- (a) misconfiguring the Services or failing to maintain appropriate security measures, including but not limited to data breaches, service interruptions or loss of data.
- (b) Charges due and payable by the Customer hereunder.

15. FREEDOM OF INFORMATION OBLIGATIONS

15.1 Jisc is not subject to the requirements of the Freedom of Information Laws and is not obliged to respond to requests for information under the Freedom of Information Laws (**Request for Information**). Without prejudice to the foregoing, and subject to the Customer's compliance with Clause 15.2, Jisc will endeavour to inform the Customer within two (2) Business Days and endeavour to respond to any Request for Information in the spirit of the Freedom of Information Laws where reasonably able to do so. Jisc and the Customer will assist and cooperate with each other if a Request for Information is received by Jisc.

15.2 Jisc acknowledges that the Customer will be obliged to respond to any Request for Information as it is subject to the requirements of the Freedom of Information Laws. The Customer shall be responsible for determining in its absolute discretion and, notwithstanding any other provision in this Agreement or any other agreement, whether any information is exempt from disclosure in accordance with the provisions of the Freedom of Information Laws. Without prejudice to the foregoing, if the Customer receives a Request for Information and such request includes commercially sensitive information or Confidential Information of Jisc under the Freedom of Information laws, the Customer shall, as soon as reasonably practicable, notify Jisc of such request and shall consult with Jisc and consider any representations which Jisc may make in relation to the requested disclosure prior to deciding whether to comply with or to refuse the request (in whole or in part).

15.3 Jisc acknowledges that basic details of this Agreement may be included in the appropriate online information asset register under the Customer's publication scheme.

16. TERMINATION

- 16.1 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:
- 16.1.1 the other Party is in material breach of this Agreement which is incapable of remedy;
 - 16.1.2 the other Party 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
 - 16.1.3 the other Party becomes insolvent, subject to a winding up petition, ceases trading or undergoes a similar event.
- 16.2 In addition to the above the Customer may terminate this Agreement in accordance with Clauses 2.2. 4.7 (if applicable) or 20.1 and Jisc may terminate this Agreement in accordance with Clauses 2.2 or 20.1.
- 16.3 Where the Customer has prepaid Charges for the Services extending beyond the effective date of termination of this Agreement (whether termination is by Jisc or the Customer), Jisc shall refund to the Customer the pro-rata portion of such prepaid Charges representing the unused service period, calculated on a daily basis. Such refund shall be made within thirty (30) days of the effective date of termination.

17. REVISIONS

- 17.1 In order to continuously improve its operations, Jisc may from time to time revise these Terms and Conditions.
- 17.2 Jisc acknowledges that revisions implemented pursuant to this Clause 17 (**Revisions**) are intended to clarify or improve the Customer's rights or benefits.
- 17.3 Revisions will be automatically effective 90 days after being published on the Jisc Site.
- 17.4 If any Revision would reduce the Customer's rights or benefits, then Jisc will notify the Customer as well as publishing the Revision on the Jisc Site.
- 17.5 If the Customer, acting reasonably, cannot accept any Revision, it may terminate the Agreement by giving Jisc written notice not less than 60 days prior to the date when the Revision would become effective. In such case, the Customer will be entitled to a pro-rata rebate of Charges already paid for Services that would have been supplied subsequent to the date of termination.

18. CONSEQUENCES OF TERMINATION

- 18.1 The termination of this Agreement (howsoever caused) will not affect any rights and/or liabilities of either Party which have accrued before termination or expiry, or any provision of this Agreement which expressly or by implication is intended to come into or continue in effect on or after termination or expiry.
- 18.2 The rights and obligations of the Parties under this Agreement which are intended to continue beyond the termination or expiry of this Agreement (including those under Clause 7 (**Controller Obligations**), Clause 8 (**Processor Obligations**), Clause 9 (**Intellectual Property Rights**), Clause 13 (**Confidentiality**), Clause 14 (**Liability**), Clause 18 (**Consequences of Termination**), Clause 22.2 (**Rights of Third Parties**), and Clause 24 (**Governing Law and Jurisdiction**)) shall continue in full force and effect.

19. ASSIGNMENT

- 19.1 Subject to Clause 19.2, 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).

- 19.2 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.

20. FORCE MAJEURE

- 20.1 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 30 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.

21. DISPUTE RESOLUTION

- 21.1 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.

22. GENERAL TERMS

- 22.1 The Parties acknowledge that in entering into this Agreement they are not relying on, and shall have no rights or remedies (whether in tort, under statute or otherwise) in respect of any statements, collateral or other warranties, assurances, undertakings or representations (whether innocently or negligently made) by another Party.
- 22.2 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.
- 22.3 The failure to exercise, or delay in exercising, a right, power or remedy provided by this Agreement or by law shall not constitute a waiver of that right, power or remedy. If a Party waives a breach of any provision of this Agreement this shall not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.
- 22.4 The rights and remedies provided in this Agreement are cumulative and unless otherwise provided in this Agreement are not exclusive of any rights and remedies provided at law, in equity or otherwise under this Agreement.
- 22.5 Subject to Clauses 3.3 and 17, no variation to this Agreement will be effective unless it is agreed in writing and signed by authorised signatories for both Parties.
- 22.6 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain unaffected and in force. The Parties agree, in such circumstances, to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.
- 22.7 The Agreement may be entered into by the Parties on separate counterparts, which taken together will constitute one single agreement between the Parties.
- 22.8 Nothing in the Agreement will be construed as constituting or evidencing any partnership, contract of employment or joint venture of any kind between either of the Parties or as authorising either Party to act as agent for the other. Neither Party will have authority to make representations for, act in the name of or on behalf of, or otherwise to bind the other Party in any way.

- 22.9 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.
- 22.10 The relationship of Jisc to the Customer is that of independent contractor. Neither Party is agent for the other, nor does either Party have any authority to enter into any contract, whether expressly or by implication, in the name of the other Party, without that Party's prior written consent.
- 22.11 It is further agreed and acknowledged that Jisc does not act as the appointed representative of the Customer, and does not have any authority to appoint any other intermediary to act as appointed representative of the Customer.

23. NOTICES

- 23.1 Any notices given in relation to this Agreement will be given for the attention of the relevant person set out either below, if applicable, or in the Order Form, and sent to the address or email address of the recipient set out either below if applicable or in the Order Form or another address or email address which the recipient may designate by notice given in accordance with the provisions of this Clause, with, in the case of Jisc, a copy by email to legal@jisc.ac.uk.
- 23.2 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.
- 23.3 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 Jisc Cloud assist Terms and Conditions"**.
- 23.4 The address for service of notice to Jisc is:
- Address:** 4 Portwall Lane, Bristol, BS1 6NB
For the attention of: Adele Fryer
Email address: adele.fryer@jisc.ac.uk and must be copied by email to legal@jisc.ac.uk.

24. GOVERNING LAW AND JURISDICTION

- 24.1 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.