



(1) THE JNT ASSOCIATION
and
(2) [INSERT COMPANY NAME]

JANET PEERING AGREEMENT

- (1) **THE JNT ASSOCIATION** (Company Number 2881024) trading as "**JANET(UK)**" whose registered office is at Lumen House, Library Avenue, Harwell, Didcot, Oxfordshire OX11 0SG ("**JANET(UK)**"); and
- (2) **[INSERT COMPANY NAME]** (Company Number [INSERT COMPANY NUMBER]) whose registered office/principal place of business is at [INSERT ADDRESS] ("**abbr.**").

BACKGROUND

- (A) JANET(UK) operates and manages JANET, a national communications network which provides networking services to the research and education community in the UK.
- (B) The [Company Name] wishes to peer with JANET(UK) [insert further details?] on the terms and subject to the conditions set out in this Agreement.

AGREED TERMS

1. Definitions and Interpretation

1.1. In the Agreement, the following words will have the following meanings:

- "Acceptable Conduct Policy" means the conditions of use of Peering set out in Clause 6 below;
- "Agreement" means this Peering Agreement, including the Schedules, as may be varied by the Parties from time to time under Clause 9;
- "Autonomous System" means a connected group of one or more IP prefixes run by one or more Network operators and that has a single and clearly defined routing policy; the specifications of the relevant Autonomous Systems for this Agreement are set out in Schedule 1. Up-dates to the Autonomous Systems may be separately agreed from time to time;
- "BGP-4" means Border Gateway Protocol-4 which is the industry standard as at the date of this Agreement or as subsequently modified for an inter-Autonomous System routing protocol;
- "Funding Councils" means the bodies responsible for the funding of Higher and Further Education in England, Scotland, Wales and Northern Ireland as constituted from time to time or their successors and any other bodies which elect to participate in the funding of JANET through JISC;
- "Interconnection Point" means any interconnection point at which the Parties agree to connect the Routed Networks under this Agreement, whether (i) through a point where more than 3 internet service providers connect their networks or (ii) directly by the Parties; a description of the relevant Interconnection Points and parameters are set out in Schedule 1;
- "Network" means a communications network running the TCP/IP and other internet protocols;
- "Peering" means the exchange of Permitted Traffic between the Routed Networks at the Interconnection Point using BGP-4, as permitted under this Agreement;
- "Permitted Traffic" mean any Traffic other than Transit Traffic;
- "Routed Network" means the respective parties' Autonomous System and the "AS

	Macro Announced in the peering” as set out in Schedule 1;
“Third Party Network”	means any Network that is not a Routed Network;
“Traffic”	means IP data moving through any Network;
“Transit Traffic”	shall mean any Traffic sent by each Party to a Third Party Network.

- 1.2. References in this Agreement to any statute or statutory provision include, unless the context otherwise requires, references to that statute or provision as from time to time amended, extended or re-enacted. References in this Agreement to a “Party” or the “Parties” mean a party or the parties to this Agreement.
- 1.3. Reference to words importing the singular only also includes the plural and vice versa where the context requires.
- 1.4. The headings in this Agreement are for each of reference only and will not be taken into account in the construction or interpretation of this Agreement.
- 1.5. Unless otherwise stated, references in this Agreement to Clauses and Schedules are references to the clauses of, and schedules to, this Agreement.
- 1.6. If there is any conflict or inconsistency between these terms and conditions and the provisions of any of the Schedules, then these terms and conditions will prevail to the extent necessary to resolve such conflict or inconsistency.

2. **Scope of Agreement**

- 2.1. In consideration of the performance by each Party of its obligations under this Agreement, the Parties agree to Peering on and subject to the terms and conditions of this Agreement. The Parties explicitly agree that neither Party may exchange Transit Traffic under this Agreement.

3. **Term and Duration**

- 3.1. This Agreement shall come into force when it has been duly signed by both Parties and shall continue until terminated by either Party giving 30 day’s prior written notice.

4. **Costs**

- 4.1. Each Party agrees that no fees or other charges of any kind for the provision of Peering will be payable by the other Party under this Agreement.
- 4.2. Each Party shall provide, at its own expense, a connection from its Routed Network to the Interconnection Points.
- 4.3. Where the Interconnection Point is by way of a direct connection, the cost for establishing such connection shall be agreed in writing between the Parties.
- 4.4. Unless otherwise is specifically agreed under this Agreement or by the Parties in writing, all other costs and expenses shall be borne by the incurring Party.

5. **Technical and Operational Matters**

- 5.1. The Parties will work together during the term of this Agreement to establish mutually acceptable performance objectives and operational procedures to enable each Party to provide high-quality, cost-effective service over its Routed Network and the Interconnection Points. The Parties undertake the following:
 - 5.1.1. Unless required by court order or applicable law, neither Party shall monitor or use the contents of any Traffic which passes through the Interconnection Points, except for

control traffic data (such as IP headers, transport headers, and packet characteristics) as required for its own operational needs.

- 5.1.2. Neither Party shall restrict Traffic flowing through the Interconnection Points to and from the other Party based on the subject matter of the Traffic unless required to do so by court order or applicable law; provided, however, that each Party shall be free to block Traffic that the Party determines violates the terms of the Acceptable Conduct Policy, or which it may otherwise determine in its sole discretion from time to time. Each Party shall retain its rights to impose usage restrictions on its own customers or to assist its customers in imposing customer requested usage restrictions on Traffic flowing from the requesting customer.
- 5.1.3. Each Party shall register the routes, routing domains and routing policies of its public Internet subscribers in a public Internet Routing Registry. Whenever either Party revises the information it has registered with the Internet Routing Registry, each Party shall, as soon as reasonably possible, make any configuration changes that are necessary to match the revised information.
- 5.1.4. Neither Party shall route any Traffic to the other Party except to those destinations contained in the explicit routes that the other Party advertises across the Interconnection Points. Neither Party shall establish a route of last resort (default route) directed toward the other Party's Routed Network or institute any practice to direct Third Party Traffic to the other Party's Routed Network, (such as rewriting next-hops or modifying third-party routing information). Traffic exchanged under this Agreement will only be accepted from the routers indicated in Schedule 1.
- 5.1.5. Neither Party shall advertise prefixes that are more specific than a/24. All advertised prefixes must be registered in the appropriate Internet Routing Registry.
- 5.1.6. The Parties shall not advertise default, reserved networks or unassigned networks. Each Party shall use reasonable endeavours to generate routing announcements that are consistent with the policy it has registered with the appropriate Internet Routing Registry, except in the case of temporary network partitions.
- 5.1.7. Both Parties shall perform explicit prefix filtering of all routes announced for or accepted from transit customers.
- 5.1.8. Each Party will use reasonable endeavours at its own expense to provide Network Operations Centre or its equivalent ("NOC") support in cooperation with the other Party so as to maintain the smooth operation of the Peering using the contact information set out in Schedule 2.
- 5.1.9. Each Party shall use reasonable endeavours to secure its Routed Network and Traffic through the Interconnection Points from unauthorized access, transmission or use. The Parties shall work together to address security issues and develop security procedures. Whenever one Party becomes aware of a security event that may affect the other Party's Routed Network, the Party shall promptly notify the other Party's NOC and request a security escalation. A breach of the Acceptable Conduct Policy as described in Clause 6 below shall be considered a security event.
- 5.1.10. The Parties shall work together to ensure that their respective customers do not disrupt the other Party's Routed Network or any equipment, system or services of the other Party.
- 5.1.11. Each Party shall use reasonable endeavours to ensure that its Permitted Traffic through the Interconnection Points will not violate any applicable law or regulation.

6. **Acceptable Conduct Policy**

- 6.1. Each Party shall not itself, nor shall it authorize or actively assist others (including its customers) to, abuse or fraudulently use the other Party's Routed Network, including but not limited to the following:

- 6.1.1. Send unsolicited e-mail that causes complaints from the users who receive such unsolicited e-mail; or,
 - 6.1.2. Mail bomb (send large quantities of unwanted or unsolicited e-mail to individual e-mail accounts); or,
 - 6.1.3. Make unauthorized attempts, whether successful or not, to gain access to any account or computer resource not belonging to that user (spoofing); or,
 - 6.1.4. Obtain or attempt to obtain service by any means or device with intent to avoid payment; or,
 - 6.1.5. Gain unauthorized access to, alter or destroy any information of another customer of the other Party by any means or device or make any attempt to do so; or,
 - 6.1.6. Knowingly engage in any activities that will cause a denial of service (e.g. synchronized number sequence <SYN> attacks) to any customers or end-users of the other Party; or,
 - 6.1.7. Interfere with the use of the other Party's Routed Network in violation of any applicable law; or,
 - 6.1.8. Any other act or conduct which a Party notifies to the other in writing as constituting abuse (including any act or conduct which damages or may have the affect of damaging the reputation of that Party or which gives that Party cause for concern on a technical, security or legal basis).
- 6.2. In case of any breach of any of the terms of the Acceptable Conduct Policy by a Party or its customers and/or users, the other Party may terminate this Agreement according to Clause 7 or suspend the Peering immediately.

7. Termination

- 7.1. Notwithstanding anything to the contrary expressed or implied elsewhere herein, either Party (without prejudice to its other rights) may decide to terminate this Agreement with immediate effect by written notice, if the other is in material breach of any of the provisions of this Agreement, and such breach (if capable of remedy) is not remedied within 30 calendar days of written notification.
- 7.2. Either Party may immediately terminate this Agreement or suspend Peering, by written notice if the other Party becomes subject of a bankruptcy, insolvency, reorganization or liquidation proceedings or any other similar or related company reconstruction, receivership or administration action, whether voluntary or involuntary.

8. Limitation of Liability

- 8.1. This Clause 8 sets out the entire liability of each Party (including any liability for the acts and omissions of its employees, agents and sub-contractors) to the other Party in respect of any breach of its contractual obligations arising under this Agreement, any representation, statement or tortious act or omission, including negligence, or arising in any other way under or in connection with this Agreement ("Breach").
- 8.2. Save as expressly set out in this Agreement the respective Parties' Peering is made without warranties of any kind, including without limitation warranties of title, freedom from infringement of third parties' intellectual property or other rights, merchantability and fitness for a particular purpose. Neither Party warrants that service on its Routed Network will be uninterrupted, error free or secure, or that any software or other material accessible on or through its Routed Network will be free from viruses, worms or other harmful components. Each Party acknowledges that the Peering is provided "as is" and "as available" and that Peering, any material accessed over the Internet using Peering, is used at its own risk.
- 8.3. The express undertakings and warranties given by in this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations whether express or implied by

statute, common law, custom, trade usage, course of dealing or in any other way. All of these are excluded to the fullest extent permitted by law.

- 8.4. Neither Party shall be liable to the other for any loss or damage arising from:
- 8.4.1. Any failure in or breakdown of any facilities or services hereunder, whatsoever the cause and however long it shall last;
 - 8.4.2. Any interruption of service, whatsoever the cause and however long it shall last.
- 8.5. A Party's liability to the other Party for death or injury resulting from that Party's own or that of its employees', agents' or sub-contractors' negligence or any liability in respect of fraudulent acts or omissions shall not be limited.
- 8.6. Subject to Clause 8.5:
- 8.6.1. A Party shall not be liable to the other Party in respect of any loss of profits, business, goodwill, anticipated savings, lost or wasted management time or time of other employees, loss or spoiling of data or any type of special, indirect or consequential loss whether arising from Breach, even if such loss was reasonably foreseeable or the Party had been advised of the possibility of the other Party or third party incurring the same.
 - 8.6.2. A Party shall have no liability to the other Party in respect of any Breach unless the other Party shall have served notice of the same upon the Party within one month of the date it became aware of the circumstances giving rise to the Breach or the date when it ought reasonably to have become so aware.
 - 8.6.3. The entire liability of a Party in respect of any Breach shall be limited to damages of an amount equal to £1 (one pound).

9. **Amendment**

- 9.1. This Agreement may be modified only by a written amendment signed by both Parties.

10. **Force Majeure**

- 10.1. If the performance by either Party of any of its obligations under this Agreement will be prevented by circumstances beyond its reasonable control, then such Party will be excused from performance of that obligation for the duration of the relevant event, provided that that Party uses all reasonable endeavours to mitigate the effects of that event on the performance of such obligations.

11. **Assignment**

- 11.1. JANET(UK) may assign this Agreement, in whole or in part, to any other organisation empowered or required by the Funding Councils to take responsibility for the networking programme of the education and research community in the United Kingdom. Apart from this, neither Party may assign this Agreement without the prior written consent of the other.

12. **Non-Exclusivity**

- 12.1. This Agreement shall not prohibit or restrain either Party's entry into any separate contract or agreement with one or more third parties.

13. **Regulatory Approval**

- 13.1. The Parties acknowledge that this Agreement, and any or all of the terms hereof, may become subject to regulatory approval by various governmental agencies. Should such approval be required, the Parties shall cooperate, to the extent reasonable and lawful, in providing such information as is necessary to complete any required filing.

14. **Relationship of the Parties**

15. The relationship between the Parties is that of independent contractors, and at no time will either Party hold itself out as being the principal, agent or partner of the other.

16. **Notices**

16.1. All notices between the Parties which are required to be given under this Agreement must be in writing and shall be effective if delivered by hand or sent by post or courier, postage or fees paid, or by facsimile or electronic mail to the address specified below. Notices delivered by hand or sent by facsimile or electronic mail shall be effective when sent, and notices sent by post or courier shall be effective seven (7) days after they are sent.

16.2. If to JANET(UK):

Company name: JANET(UK)

Attention Peering Administrator.

Address: Lumen House, Library Avenue, Harwell Science and Innovation Campus, Didcot, Oxon, OX11 0SG, UK.

Phone: +44 1235 822200

Fax: +44 1235 822276

E-mail: peering@ja.net

16.3. If to [Other Party]:

Company name:

Attention:

Address:

Phone:

Fax:

E-mail:

17. **Confidentiality**

17.1. All information exchanged between the Parties under this Agreement or during the negotiations preceding this Agreement and relating either to the terms and conditions of this Agreement or any activities contemplated by this Agreement is confidential and neither Party shall disclose to any third party any of the other Party's confidential information disclosed to it, or shall use such information for any purpose other than the fulfillment of this Agreement provided that either Party may comply with such filing or disclosure requirements under any applicable law, rule or regulation pursuant to the direction of any regulatory authority or governmental entity or agency having jurisdiction over the relevant matter.

18. **Arbitration**

18.1. The Parties shall attempt in good faith negotiations to resolve any disagreement or dispute which may arise between them regarding the interpretation, the performance of, or the failure to perform under this Agreement. Should an agreement not be reached between the Parties, the dispute shall be settled finally in arbitration according to the rules of the International Chamber of Commerce and the place of arbitration shall be London. The award rendered by arbitrator(s) shall be final and binding upon both Parties. The language to be used in the arbitration proceedings shall be English.

19. **General**

- 19.1. If any provision of this Agreement is held by a court or any governmental agency or authority to be invalid, void, or unenforceable, the remainder of this Agreement will nevertheless remain legal, valid and enforceable.
- 19.2. Failure by either Party to exercise or enforce any right or benefit conferred by this Agreement will not be deemed to be a waiver of any such right or benefit nor operate so as to bar the exercise or enforcement thereof or of any other right or benefit on any later occasion.
- 19.3. This Agreement constitutes the entire agreement between the Parties relating to the subject-matter of the Agreement. The Service Provider acknowledges and agrees that it has not relied on any statement or representation made by JANET(UK) in agreeing to enter into this Agreement.
- 19.4. No variation to this Agreement will be effective unless it is in writing and signed by authorised signatories for both Parties.
- 19.5. Save to the extent that this Agreement confers rights on the Funding Councils or JISC, 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.
- 19.6. This Agreement will be governed by English law and, subject to Clause 18, the English Courts will have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Agreement.

SCHEDULE 1

**PUBLIC INTERCONNECTION POINT
[Appropriate table to be completed]**

LINX

Public Interconnection 1	JANET(UK)	Other Party
Physical Address	Telehouse North (via LINX Brocade LAN)	
	Coriander Avenue	
	London	
	E14 2AA	
AS Macro announced in the peering	AS-JANETPLUS	
AS Number	786	
IPv4 Address of BGP Peer	195.66.224.15	
IPv6 Address of BGP Peer	2001:7F8:4::312:1	
Speed of Connection	20Gbit/s	

Public Interconnection 2	JANET(UK)	Other Party
Physical Address	8&9 Harbour Exchange (via LINX Extreme LAN)	
	Telecity	
	London	
	E14 9GE	
AS Macro announced in the peering	AS-JANETPLUS	
AS Number	786	
IPv4 Address of BGP Peer	195.66.226.15	
IPv6 Address of BGP Peer	2001:7F8:4:1::312:1	
Speed of Connection	20Gbit/s	

Edge-IX (MaNAP)

Public Interconnection 3	JANET(UK)	Other Party
Physical Address	Reynolds House (via MaNAP)	
	The Archway	
	Birley Fields	
	Manchester	
	M15 5RN	
AS Macro announced in the peering	AS-JANETPLUS	
AS Number	786	
IPv4 Address of BGP Peer	212.121.34.46	
IPv6 Address of BGP Peer	2001:7F8:9:2::312:1	
Speed of Connection	1GE	

MCIX

Public Interconnection 4	JANET(UK)	Other Party
Physical Address	Reynolds House (via MCIX)	
	The Archway	
	Birley Fields	
	Manchester	
	M15 5RN	
AS Macro announced in the peering	AS-JANETPLUS	
AS Number	786	
IPv4 Address of BGP Peer	85.159.209.21	
Speed of Connection	1GE	

SCHEDULE 2

CONTACT INFORMATION

Operational information	JANET(UK)	Other Party
NOC telephone No	+44 1235 822212	
NOC Fax	+44 1235 822213	
NOC email	operations@ja.net	
Abuse telephone no	+44 1235822340	
Abuse fax no	+44 1235822341	
Abuse e-mail	irt@csirt.ja.net	

AS WITNESS the authorised signatories for the Parties:

Signed for and on behalf of

THE JNT ASSOCIATION

Signature:

Name:

Position:

Date:

Signed for and on behalf of

[INSERT COMPANY NAME]

Signature:

Name:

Position:

Date: