



## Licence for the provision of JANET Proxy Connections Terms and Conditions

### INTRODUCTION

1. JANET(UK) agrees to grant to the Licence Holder, and the Licence Holder agrees to accept, a licence to provide Proxy Connections subject to these Terms.

### DEFINITIONS

2. “**Application**” is the form applying for a licence to provide Proxy Connections, completed and signed by the Licence Holder.
3. “**Funding Councils**” are the Higher Education Funding Council for England, the Scottish Funding Council, the Higher Education Funding Council for Wales, the Department for Education, Culture and the Welsh Language and the Department of Employment and Learning Northern Ireland HE and FE branches.
4. “**JANET Connection**” is the connection of the Licence Holder to JANET provided under arrangements made by JANET(UK) .
5. “**Licence**” is the Application, JANET(UK)’s written acceptance of the Application, these Terms and any written notification given by JANET(UK) from time to time to the Licence Holder detailing the Licence Fee.
6. “**Licence Fee**” is the amount charged annually by JANET(UK) to the Licence Holder in respect of the granting of this Licence.
7. “**Licence Holder**” is the organisation specified in the Application and to whom this Licence is granted, being an organisation which has a JANET Connection or which is a Regional Network Operator.
8. “**Proxy Connection**” is the use by a Proxy User of the Licence Holder’s facilities on a regular basis to access JANET via the Licence Holder’s JANET Connection.
9. “**Proxy User**” is a person receiving access to JANET via a Proxy Connection.
10. “**Terms**” are these terms and conditions.
11. “**JANET(UK)**” is The JNT ASSOCIATION (Company Number 2881024) whose registered office is at Lumen House, Library Avenue, Harwell Science and Innovation Campus, Didcot, Oxfordshire. OX11 0SG and which trades as JANET(UK) .

### TERMS OF THIS LICENCE

#### Term:

12. This Licence comes into force on the date specified in the Application, or if not specified, on the date of JANET(UK)’s written acceptance of the Application. This Licence will continue up to (and including) the following 31 July and will thereafter be renewed automatically on an annual basis on 1 August each year, unless terminated in accordance with Clauses 26 or 27.

#### Charges:

13. The Licence Fee is charged annually in advance in respect of the forthcoming year (or, where applicable in the first year of the Licence, for a pro rata amount of the full year Licence Fee

calculated from the date the Licence comes into force to the next renewal date). The current Licence Fee is £200 per annum. VAT is chargeable in addition.

14. The Licence Holder shall pay each invoice submitted by JANET(UK) in respect of the Licence Fee within sixty (60) days of the date of the invoice. JANET(UK) reserves the right to charge interest on late payments at the rate of 4% above the base lending rate from time to time of HSBC Bank plc from the date of the invoice until payment is received.
15. JANET(UK) reserves the right to vary the Licence Fee for the second and each subsequent year of the Licence on giving the Licence Holder three (3) months' prior written notice.

### Proxy Users

16. The Licence Holder may provide Proxy Connections to one or more Proxy Users under this Licence.
17. The Licence Holder may provide Proxy Connections to Proxy Users provided that the use is consistent with the JANET Connection Policy and that the provision of such Proxy Connections is primarily used:
  - a. (if the Licence Holder is a Regional Network Operator) to support the learning, teaching or research aims of its Nominated Organisations (as defined in the Licence Holder's Regional Partner Academic Network Contract with JANET(UK), reference ND/SJ4/CONTRACT/002, as amended from time to time); or
  - b. (if the Licence Holder is not a Regional Network Operator) to support the learning, teaching or research aims of the Licence Holder.

For the avoidance of doubt, the Licence Holder shall be entitled to provide Proxy Connections to participants at any conference, seminar or similar event being run by the Licence Holder or by a third party organisation on its own behalf in furtherance of such aims.

18. A Proxy User may be granted access to JANET as follows:
  - a. via a computer system belonging to the Licence Holder and located at its premises (e.g. by provision of a mailbox or a user account);
  - b. via a communications server belonging to the Licence Holder and located at its premises (e.g. for the provision of dial-up access); and
  - c. by provision of space on an information server belonging to the Licence Holder and located at its premises (e.g. pages on a WWW server).
19. A Proxy User is **not** granted access to the following JANET services:
  - a. the general support, documentation and awareness activities that are provided as part of a JANET Connection;
  - b. JANET(UK)'s applied network/value added services;
  - c. the JANET network operations centres for resolution of operational problems; and
  - d. JANET Customer Service for general support.
  - e. JANET Computer Security and Incident Response Team.
20. The management and operation of, and charging for, Proxy Connections and any associated service levels that are agreed are entirely a matter between the Licence Holder and the Proxy Users. JANET(UK) has no involvement in, or responsibilities or liabilities under, those agreements. Without limiting the previous sentence, JANET(UK) is not responsible for maintaining and supporting the Proxy Connections, nor does JANET(UK) accept any liability for claims made by Proxy Users in relation to the Proxy Connections (including, without limitation, any claims by a Proxy User for failure to provide a particular JANET service or to meet the Proxy

User's requirements, or for any loss or damage suffered by the Proxy User arising out of its use of the Proxy Connection).

### **Proxy Connections**

21. Proxy Connections will use some part of the bandwidth of the Licence Holder's JANET Connection resource. If the JANET Connection requires upgrading as a result of Proxy Connection activity, that upgrade will be the financial responsibility of the Licence Holder.
22. Any terminal or personal computer system may be used by the Proxy User to effect the Proxy Connection, provided that:
  - a. it is not configured for onward routing, bridging or relaying between the Proxy User's own network and the Proxy Connection to JANET; and
  - b. it is intended for single-user use and is not configured as a multi-user system.

### **Licence Holder's Responsibilities:**

23. The Licence Holder must ensure that all use of JANET by a Proxy User (including, if applicable, the Proxy User's management, staff and other users) complies with the JANET Acceptable Use Policy and the JANET Security Policy.
24. The Licence Holder will maintain up-to-date contact information for the Proxy Users, including details which are necessary for management and security matters, and shall provide this information to JANET(UK) at JANET(UK)'s request.

### **Indemnities:**

25. The Licence Holder will indemnify JANET(UK), its contractors and the Funding Councils against all claims, liabilities, loss, damage, costs and expenses (including legal fees) suffered by JANET(UK), its contractors and/or the Funding Councils arising from any claims made by Proxy Users or other third parties in relation to the provision of Proxy Connections (including, without limitation, any claims arising out of improper use of JANET by a Proxy User).

### **Termination:**

26. The Licence Holder may terminate this Licence at any time by making a written request to JANET(UK), given on the Licence Holder's headed notepaper.
27. JANET(UK) may, by giving written notice to the Licence Holder, terminate this Licence with immediate effect if the Licence Holder:
  - a. commits a material breach of these Terms which is not capable of remedy; or
  - b. commits a material breach of these Terms which is capable of remedy but is not remedied within thirty (30) days of receipt of written notice from JANET(UK) specifying the breach and requesting remedy; or
  - c. if it is unable to pay its debts within the meaning of Section 123 of the Insolvency Act, or if has a receiver or administrative receiver appointed over all or any part of its business or assets, or it passes a resolution for winding-up, or it enters into any voluntary arrangement with its creditors, or if any similar process to any of the above is begun in any jurisdiction or if it ceases or threatens to cease to carry on business.
28. If this Licence is terminated (for whatever reason), no part of the Licence Fee will be refunded.

### **General**

29. This Licence is personal to the Licence Holder and the Licence Holder may not assign this Licence without the prior written consent of JANET(UK) .
30. If any provision of these Terms is held to be unenforceable by any court of competent jurisdiction, all other provisions will nevertheless continue in full force and effect.

31. No failure or delay by JANET(UK) in exercising any right or remedy under this Licence will operate as a waiver or it, nor will any partial exercise of any right or remedy preclude the further exercise or it or the exercise of any other right or remedy.
32. All notices which are required to be given under this Licence must be in writing and must be sent by first class prepaid letter or by facsimile transmission to the address of the intended recipient set out in the Application (or such other address which the recipient designates by notice given in accordance with this Clause 32). Notice shall be deemed to be served 48 hours after posting (if sent by first class post) or when dispatched (if sent by facsimile transmission).
33. Except in relation to Clause 25 which confers rights on the Funding Councils and JANET(UK)'s contractors which are directly enforceable by them, no third party is entitled to the benefit of this Licence under the Contracts (Rights of Third Parties) Act 1999. The right of either party to vary or terminate this Licence shall not be subject to the consent of any third party.
34. This Licence constitutes the entire agreement between the parties in respect of the Proxy Connections and supersedes all other agreements, arrangements and understandings between the parties in respect of such subject matter.
35. JANET(UK) reserves the right to amend these Terms, the JANET Connection Policy, the JANET Acceptable Use Policy and the JANET Security Policy from time to time, in which event JANET(UK) will notify the Licence Holder of this fact and make available to the Licence Holder a copy of the amended Terms or policies (as appropriate).  
**Note:** a copy of the current version of the Terms, the JANET Connection Policy, the JANET Acceptable Use Policy and the JANET Security Policy may be obtained from JANET(UK)'s website located at URL *www.ja.net*.
36. This Licence is governed by the laws of England and Wales and the English Courts will have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Licence.