

Terms for the Provision of the Janet Service

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Document owner:	John Chapman, Head of Janet policy and strategy
Authorised by:	Jeremy Sharp, Janet CTO
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Document control

1. Superseded documents: GEN-DOC-009 issue 2, dated September 2021
2. Changes made: Update to document. Harmonising of definitions across policies. Links updated.
3. Changes forecast: **GEN-DOC-009 will be replaced by a new Master Services Agreement in 2022**

Introduction

1. These Terms (as defined below) apply to the provision by Jisc Services Limited (**JSL**) to the Connected Organisation of any or all of those networking services which JSL has agreed to make available to the Connected Organisation and apply to any Connection to Janet that a Connected Organisation has from time to time and to any other JSL services that are stated as being governed by these Terms (**the Services**).
2. The Connected Organisation accepts the Services subject to these Terms and will pay to JSL all Charges for the provision by JSL of the Connections, which Charges and Connections will be notified separately in writing by JSL to the Connected Organisation.

3. All communications with the Connected Organisation concerning these Terms shall be with the named individual or individuals as defined in clauses 21 to 23 below.

Definitions and Interpretations

Apparatus	is apparatus or equipment belonging to or utilised by or on behalf of the Connected Organisation that enables the Connected Organisation to use the Services;
Charges	means the amounts specified by JSL from time to time as payable by the Connected Organisation for receipt of the Services for a defined period;
Connected Organisation	is the institution or establishment with a Connection to Janet at any time, to whom JSL is providing the Services;
Connection	means a connection to Janet, which is the provision of access to the Services via a particular interface, physical and electrical or optical, and at an agreed bandwidth. This interface will be the point of attachment of any telecommunications equipment provided by JSL or its subcontractors to the Connected Organisation's own equipment and excludes any cabling that might be required to perform this attachment. The Services are provided at this interface. The means of providing this access is at the sole discretion of JSL;
Controller	has the meaning given to it in the UK GDPR;
DNS	means the Domain Name Service which is the system of naming of individual management domains within the Internet for the purpose of representing IP addresses in mnemonic form, and for associated purposes;
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;
Equipment	is any equipment provided by JSL or a sub-contractor of either and located on the premises of the Connected Organisation for the purpose of delivering the Services;
ICO	means the UK Information Commissioner's Office (including any successor or replacement body);
Janet	the communications network operated by JSL to serve UK education, research and other public sector purposes;

Janet AUP	means the Janet Acceptable Use Policy as can be found at ji.sc/policies ^[1] ;
Janet IP Service	is the carrying of traffic to and from the Connected Organisation's network using the Internet Protocol (IP) to the networks of other Connected Organisations connected to Janet, and to the global Internet.
Jisc	means the not for profit company limited by guarantee and charity with charity number 1149740;
JSL	means Jisc Services Limited (JSL) is a company limited by guarantee and registered at Companies House number 02881024, the registered office of which is 4 Portwall Lane, Bristol, BS1 6NB. JSL is a wholly owned trading subsidiary of Jisc;
Minimum Service Period	means the length of time for which the Connected Organisation must continue to accept the Connection once it has agreed to its installation by JSL. The Minimum Service Period is deemed to have commenced when the Connection is made available by JSL for use by the Connected Organisation. The Minimum Service Period for each Connection will be notified separately by JSL to the Connected Organisation if applicable;
Personal Data	has the meaning given to it in the UK GDPR and for the purposes of these Terms includes Sensitive Personal Data;
Processor	has the meaning set out in the UK GDPR;
Processing	has the meaning given to it in the UK GDPR (and "Processed" shall be construed accordingly);
Security Policy	means the Janet Security Policy as can be found at ji.sc/policies ^[1] ;
Sensitive Personal Data	means Personal Data that incorporates such categories of data as are listed in Article 9(1) of the UK GDPR and Personal Data relating to criminal convictions and offences;
Terms	means these terms and conditions and to any written notification given by JSL from time to time to the Connected Organisation detailing the specific Connections and applicable Charges, and references to the parties are to JSL and the Connected Organisation.

4. All titles and unnumbered clauses beginning with the word "**Note**" are included for clarification and additional information only and do not constitute part of these Terms.

Equipment Supplied to Provide the Services

5. The Connected Organisation will take reasonable care of any Equipment; operate and keep the Equipment in a safe manner and in accordance with any reasonable instructions provided by JSL; and not utilise the Equipment for purposes other than in accordance with these instructions. The Connected Organisation will also agree to reasonable requests by JSL or its subcontractors for access to the Equipment for the purpose of maintaining the Equipment or the Services.
6. JSL will continue to accept any liability for the theft of, damage to or loss of the Equipment whilst it is on the Connected Organisation's premises other than where the

theft, damage or loss occurs as a result of the failure of the Connected Organisation to comply with the provisions of clause 5 of these Terms. In any case JSL does not accept any liability for consequential loss resulting from the malfunction or the presence of the Equipment and the Connected Organisation must make its own arrangements to cover any such loss.

7. Should loss of or damage to the Equipment occur whilst it is on the Connected Organisation's premises, the Connected Organisation will notify JSL promptly of the nature and circumstances of the damage.
8. JSL may modify, substitute, renew or add to their respective Equipment from time to time, in their sole discretion.
9. The Connected Organisation agrees that in any event it will:
 1. 9.1 not (and will not allow anyone else to) sell, let, dispose of, charge, modify, maintain, remove, interfere or seize the Equipment or do anything else which prejudices JSL's ownership rights in the Equipment;
 2. 9.2 not remove, tamper with or obliterate any words or labels on the Equipment;
 3. 9.3 at the request of JSL produce evidence to JSL that it has effected and is maintaining suitable insurance in respect of relevant risks relating to such Equipment.
10. Subject to receipt of details of JSL's relevant requirements, the Connected Organisation will prepare and maintain its premises and wayleaves for delivery, installation and application of the Equipment in accordance with the reasonable requirements of JSL. The Connected Organisation will observe the provisions of any such wayleaves entered into in pursuance of these Terms, and co-operate with JSL and use all reasonable endeavours to seek and enable such wayleaves.

The Connected Organisation's Electricity and Environmental Obligations

11. The Connected Organisation will procure, at its own expense, an electricity supply of such type, at such points and with such connections and maintain such operational environment as JSL shall reasonably require in connection with the Services. No electricity will be supplied by JSL and JSL will not have any responsibility for failure to provide the Services or for any shortfall in the quality of the Services arising from problems with the electricity supply or the operational environment.

Connected Organisation Apparatus Compliance and Compatibility

12. The Connected Organisation will ensure that the Apparatus is programmed, equipped, compatible and connected for proper use of the Services and connection to Janet in accordance with JSL's reasonable instructions.
13. The Connected Organisation acknowledges that it alone, rather than JSL, will be responsible for the competence, sufficiency, repair and maintenance of the Apparatus.
14. JSL reserves to itself the right to disconnect the Apparatus from the Janet network if and for so long as the Apparatus or the Connected Organisation's use of it does not or appears likely not to comply with any relevant law or causes or appears likely to cause death of or any personal injury to any person, or material damage to property, or infringes any intellectual property rights or materially impairs the Janet network or the quality of the Services available to the Connected Organisation or any other user.

Payment of and Variations to Charges

15. The Connected Organisation will pay any valid invoice submitted by JSL within 30 days of the date of issue. Failure by the Connected Organisation to pay outstanding Charges within this period constitutes a material breach of these Terms. In such circumstances, JSL may, in its absolute discretion and in addition and without prejudice to other remedies which JSL may have available:
 1. 15.1 apply the provisions of clause 30 of these Terms; and/or
 2. 15.2 charge the Connected Organisation interest on late payments on a daily basis at a rate equivalent to 4% above the base lending rate of HSBC Bank plc then in force.
16. Should the Connected Organisation wish to dispute an invoice it will notify JSL in writing of the nature and details of the dispute within 30 days of the date of the invoice, provided that nothing in this clause will excuse the Connected Organisation from its payment obligations in respect of any undisputed part of the invoice.
17. JSL reserves the right to amend the Charges, including without limitation the amount, nature and type of Charges, from time to time at its own discretion. JSL will give notice of a minimum of three months of any amendment. If the Connected Organisation then wishes to terminate that Connection it may do so by giving notice of termination within one month of receiving JSL's notice of the amended Charge. Termination will then come into effect from the date at which the amended Charge would otherwise apply.
18. JSL may request the Connected Organisation to supply information to JSL which is reasonably required by JSL to assist JSL to calculate Charges, including, but not limited to, IP network numbers characterising the Connected Organisation's own networks. It is the responsibility of the Connected Organisation to ensure that this information is provided accurately and that any changes are notified promptly to JSL. It is then JSL's responsibility to use that information correctly.

Support for the Services

19. JSL offers through its Janet customer service function and through its various subcontractors a level of support to the Connected Organisation. This support is offered to the computing services (or equivalent) departments within the Connected Organisation. It is not available to individual members, staff, students and any other person to whom the Services are made available by the Connected Organisation.
20. The Connected Organisation is responsible for ensuring that its own support staff have a basic level of expertise in the technologies being employed to enable use of both the Connection and the Services and that the support staff will comply with reasonable requests from JSL and its sub-contractors, including as to the provision of suitable monitoring points. The level of support provided by JSL is based upon this expectation.

Provision of Contact Information

21. The Connected Organisation will provide to JSL contact information for the individual (or individuals or roles) responsible for the following functions concerned with the operation and administration of the Connection:
 - the financial administration of the Connection;

- the technical management of the equipment associated with the Connection including fault reporting and basic support;
 - the management of any incidents related to computer and network security, both technical and disciplinary; and
 - the overall management of the Connection and its use within the Connected Organisation (e.g. the director of computing services, or equivalent).
22. The Connected Organisation will keep this contact information up to date by notifying JSL of any changes as and when they occur.
Note: Notification by electronic mail is acceptable, changes should be addressed to operations@ja.net [2]. Notification by telephone to the Jisc Service Desk is also acceptable.
23. In default of any part of this contact information, the administrative head of the Connected Organisation (e.g. vice chancellor, principal or chief executive) will be deemed to be responsible for the relevant function or functions and will receive communications accordingly.

Termination of the Services

24. The Connected Organisation may request termination of any Connection(s) to take effect upon or at any time after the expiry of any Minimum Service Period that applies to that Connection, or, where there is no Minimum Service Period at any time, provided in each case that the Connected Organisation gives a minimum notice of two months in advance. JSL will upon the date of termination refund any portion of a payment made in advance by the Connected Organisation for that Connection and which would apply to service beyond the date of termination.
Note: In normal circumstances any refund will be calculated pro rata on the number of calendar days beyond the date of termination, compared with the number of calendar days in the total period of advance payment.
25. Upon termination of any Connection, any of the Equipment provided to the Connected Organisation for the sole purpose of provision of the service relating to that Connection will be returned to JSL or to such other person as JSL directs within ten working days of termination and at the Connected Organisation's expense.
26. In the event that all Connections are terminated (for whatever reason) these Terms will also terminate upon the date of termination of the last remaining Connection. Any expiry or termination of these Terms will not affect any accrued rights or liability of either party, nor will it affect the coming into force, or the continuance in force, of any provision in these Terms that is expressly, or by implication, intended to come into or to continue in force on or after termination.

Acceptable Use of Janet

27. The Connected Organisation will ensure that all use of Janet by its members, staff, students and anyone else to whom Janet is made available by the Connected Organisation conforms to the then current versions of the Janet AUP and Security Policy. These policies may be amended from time to time by JSL. Should an amended policy be issued JSL will notify the Connected Organisation promptly of this fact and make available to the Connected Organisation a copy of the amended policy.
28. The Connected Organisation undertakes to use the Services in accordance with any

telecommunications or other licences which govern the running of a telecommunication system by JSL or the Connected Organisation.

29. The Connected Organisation will not resell or permit the resale directly or indirectly, and whether for money or money's worth or for no consideration, of any or all of the Services to any third party except where authorised by JSL.

Withdrawal of the Services

30. JSL may by written notice withdraw the Services to the Connected Organisation under these Terms in whole or in part with immediate effect:

30.1 permanently, if the Office for Students at any time terminates its financial memorandum with Jisc; or

30.2 permanently, if the Connected Organisation commits at any time a material breach of these Terms which cannot be remedied or if the Connected Organisation commits any breach of these Terms (whether or not material) and which is not remedied in accordance with clause 31; or

30.3 temporarily, if the Connected Organisation commits a breach of these Terms (whether material or not) for so long as the breach continues unremedied; or JSL may by written notice withdraw the Services to the Connected Organisation under these Terms in whole or in part and with immediate effect; or

30.4 temporarily, if JSL believes that use of the Services by the Connected Organisation is causing, or will cause, disruption or damage to Janet, or is having or will have an adverse effect on JSL's contractual or other relationships with third parties, or leads or will lead to any other circumstance which JSL may reasonably wish to avoid.

31. If the Connected Organisation commits any breach of these Terms (whether material or not) which is capable of remedy, JSL will notify the Connected Organisation giving it a 30 day period in which to remedy the breach before permanent withdrawal of any of the Services (provided that this does not affect any of JSL's rights to withdraw temporarily the Services without notice under clause 30).
32. Where JSL becomes aware of any event which is likely to give rise to notice of termination under clause 30.1, JSL will inform the Connected Organisation promptly of such event.
33. Where withdrawal of the Services is permanent clauses 25 and 26 pertaining to the termination of these Terms will apply.

Access by JSL to Transmissions and to Connection Equipment

34. JSL and its subcontractors will have the right to examine transmissions made along the Janet network where it has reasonable grounds to believe that such transmissions would be a breach of any clauses of these Terms, or are of a nature likely to cause harm or distress to anyone, or otherwise to breach the law. It will also have the right to remove (or otherwise cause not to be transmitted onwards through the network) any material which, in its reasonable opinion, is of such a nature. JSL and its subcontractors will not, and are not able, routinely to monitor transmissions made along the Janet network.

Note: the transmission of such material would contravene the Janet Acceptable Use

Policy and therefore would render the Connected Organisation liable to withdrawal of service and possible legal action.

35. JSL and its sub-contractors may provide a copy of such material to any authority where this is required in the course of an investigation into an actual or potential breach of the law or is otherwise required by law. Other than in such a circumstance, JSL will treat such material as confidential to the Connected Organisation and will take reasonable care that it is not disclosed to a third party unless this is authorised by the Connected Organisation.
36. JSL and its sub-contractors may from time to time request remote access to their Equipment which might be under the management of the Connected Organisation for the purposes of collection of statistics or of resolving reliability or performance problems. Where this access is not provided by the Connected Organisation, JSL will not be held responsible for failure to meet any stated level of service.

Provision of IP Network Numbers

37. In connecting to the Janet IP Service, the Connected Organisation will use IP network numbers assigned to it by JSL from that part of the IP address space allocated to Janet, unless otherwise agreed in writing beforehand (JSL's agreement not to be unreasonably withheld). JSL is not obliged to accept any other network numbers for use in connecting to the Janet IP Service.
38. If the Connection is terminated, permission to use any IP network numbers that have been supplied by JSL for the purpose of providing the Janet IP Service will cease. The Connected Organisation will, unless otherwise agreed in writing with JSL (JSL's agreement not to be unreasonably withheld), discontinue immediately the use any such network numbers.

Provision of DNS Names

39. As part of the provision of the Janet IP Service, JSL will obtain on behalf of the Connected Organisation a suitable name within the DNS.
40. The Connected Organisation is not entitled to any particular name within the DNS, either upon application for that name or subsequent to its allocation. However, JSL will use its reasonable endeavours to allocate a name which accords with the Connected Organisation's wishes, subject to any regulations that pertain to names allocated within the relevant domain. JSL will not allocate to a Connected Organisation a name which, in JSL's sole opinion, could reasonably be expected to be more appropriate to another.
41. If the Connection is terminated the Connected Organisation may continue to use the DNS name assigned to it only if it agrees in writing to the transfer of administration of the name to itself or to another service provider, and to reimbursement of all reasonable costs incurred by JSL for the transfer and continued use of the name.

Compliance with the Data Protection Legislation

42. Where a party acts as a Controller in respect of any Personal Data Processed under or in connection with the Services, it shall comply with its respective obligations under the Data Protection Legislation and it shall only use such Personal Data for the purposes of performing its obligations under these Terms.
43. The parties acknowledge that nothing in these Terms purports to appoint either party as a Processor for and on behalf of the other in respect of any Personal Data and neither

party anticipates that the other will, and neither party shall, act as the other party's Processor under any circumstances, unless that party has been expressly appointed as Processor by the other party. Such appointment shall be conditional upon that party satisfying the other party's due diligence process and agreeing with the other party, in good faith, a set of Processor obligations that comply with the Data Protection Legislation.

44. JSL and their sub-contractors may share contact information of individuals at the Connected Organisation, for the purposes of administering the Connection and otherwise providing the Services. The Connected Organisation will ensure that all such individuals are aware of, and consent to, the processing of their personal data in this way.

Supervision by the Connected Organisation

45. The Connected Organisation retains the responsibility of ensuring that its members' transmissions, and those of persons for whom they are responsible, are not of a nature to cause harm or distress to anyone or otherwise to breach the law. Any responsibility for maintaining an adequate system of supervision of individual Janet users to ensure that these Terms are met shall lie with the Connected Organisation and not with JSL.

Limitations to the Service Provided

46. JSL will use their reasonable endeavours to provide Janet as a continuous service, but some maintenance tasks are essential and there is a regular "Scheduled Maintenance" period for the network, which is currently set between 07.00 and 09.00 on Tuesdays but which may be amended from time to time. The Jisc Service Desk will give prior warning to organisations directly affected by Scheduled Maintenance work.
47. All use of Janet is at the Connected Organisation's own risk, and the Connected Organisation must make its own risk assessment of the suitability of the Services for its particular requirements and manage its risks accordingly.

Limitations of Responsibility

48. JSL will use its reasonable endeavours to meet the performance and reliability targets defined by any published service level agreements. However, it takes no responsibility for failure to meet these targets, or for temporary failure caused by events or situations outside its reasonable control.
49. Nothing in these Terms will exclude or restrict JSL's liability for death or personal injury resulting from the negligence of JSL or of its employees while acting in the course of their employment. Other than in this regard, JSL takes no responsibility for and has no liability in respect of:

49.1 any loss or harm caused by any party using Janet, other than an employee or agent of JSL; or

49.2 any indirect or consequential loss (including loss of profit) which may arise from faults in Janet; or

49.3 any loss or harm caused by the content, direction, misdirection or loss of any transmission made along the Janet network.

50. If the performance by JSL of any of the Services shall be prevented by circumstances beyond its reasonable control, then JSL will be excused from performance of that obligation for the duration of the relevant event.
51. These Terms are governed by 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 these Terms.
52. 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.
53. All notices which are required to be given under these Terms must be in writing and sent, in respect of JSL, to the address set out in these Terms and, in respect of the Connected Organisation, to the address of its principal office, or any other address in the United Kingdom which the recipient may designate by notice given in accordance with the provisions of this clause. In the case of notice by electronic mail, it must be sent, in respect of the Connected Organisation, to the address provided by the Connected Organisation pursuant to clauses 21 and 22 and, in respect of JSL, to the Jisc Service Desk: help@jisc.ac.uk ^[3].
54. Except where otherwise stipulated in these Terms, any 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, 48 hours after posting; and in the case of email, upon the email reaching the recipient's server.
55. The parties agree that no third party is entitled to the benefit of these Terms under the Contracts (Rights of Third Parties) Act 1999, or otherwise. No right of either party to agree any amendment, variation, waiver or settlement under or arising in respect of these Terms, or to terminate these Terms, will be subject to the consent of any person who has rights or can benefit under these Terms by virtue of that Act.
56. These Terms supersede all other agreements, arrangements and understandings between the parties in respect of its subject matter, and constitutes the entire agreement between them relating to its subject matter; provided that nothing in these Terms restricts any party's liability for fraud.
57. JSL reserves the right to amend these Terms from time to time, and any new agreement will apply in relation to any Services being performed by JSL on or after the date of such revision.

Source URL: <https://community.jisc.ac.uk/library/janet-policies/terms-provision-janet-service>

Links

[1] <http://ji.sc/policies>

[2] <mailto:service@ja.net>

[3] <mailto:help@jisc.ac.uk>