
Jisc Assent Service Terms and Conditions

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Introduction

Janet(UK) aims to foster collaboration between organisations that provide, support or collaborate in delivery of education and research, and other public-sector organisations delivering public services, by facilitating trust and identity services. These allow for authentication of remote systems, whilst supporting the concept of single sign-on that permits users from one organisation to be authenticated in order to access and use resources at another.

It is important that all organisations using Janet(UK) trust and identity services understand that cooperation and mutual trust is essential to ensure these services work effectively and securely.

All users of the Jisc Assent Service are therefore required to comply with these Terms and Conditions, and any applicable policies and technical requirements they may be notified of by Janet(UK).

I. Definitions and Interpretation

Account	A particular set of credentials.
Attributes	Additional information provided about an End User.
Credentials	Information providing for authentication of one or more End Users.
End User	Persons or systems associated with an organisation that issues them with Credentials.
Good Practice	Good business practice as generally accepted within the IT industry.
Identity Provider	A Subscriber responsible for issuing Credentials and securely authenticating these Credentials to enable access to remote services via the Jisc Assent Service.
Janet CSIRT	Janet(UK)'s Computer Security Incident Response Team handling and managing security incidents on the Janet network.
Janet(UK)	Jisc Collections and Janet Limited (Company no. 2881024), trading as "Janet(UK)".

Management Contact	An individual notified as such to Janet(UK) by the Subscriber, whose role is to manage the Jisc Assent Service at that Subscriber's organisation; including enrollment, provision and maintenance of service information, and nomination of other Management and/or Security Contacts.
Jisc Assent Service	The service provided by Janet(UK) to qualifying Subscribers which enables the authentication of remote systems, and/or which allows users from one Subscriber to be authenticated in order to access and use resources at another.
Resources	Information and/or services offered by a Service Provider to authenticated End Users.
Security Contact	An individual or general-purpose email address nominated by the Subscriber (and notified as such to Janet(UK)), who/which will receive security-related information, updates or incident advisories on behalf of that Subscriber.
Service Provider	A Subscriber providing access to Resources using Credentials authenticated by an Identity Provider.
Signatory	The authorised individual within a Subscriber who has agreed to these Terms and Conditions on behalf of such Subscriber, and who has responsibility for nominating the Management Contact(s) and Security Contact(s) for such Subscriber.
Subscriber	Any subscribing organisation using the Jisc Assent Service, whether as an Identity Provider or Service Provider.
Technical Specification	A document created and managed by Janet(UK) detailing the required technical specifications a Subscriber must adhere to in order to use the Jisc Assent Service, as notified to Subscribers by Janet(UK), which may be changed by Janet(UK) from time-to-time.
Terms and Conditions	These terms and conditions, relating to the provision of the Jisc Assent Service by Janet(UK).

2. Subscribers

- 2.1 All Subscribers must comply with the applicable policies and technical specifications (which in each case may be updated by Janet(UK) from time-to-time, in accordance with Clause 15) as notified to them by Janet(UK), including the Technical Specification, and pay any applicable fees (as further described in these Terms and Conditions).
- 2.2 The Subscriber must, through its Signatory, nominate and provide the contact details of at least one person as its Management Contact and one person or general-purpose email address as its Security Contact. The Subscriber will maintain an up-to-date list of its Management Contacts and Security Contacts and will notify Janet(UK) if it wishes to make any changes.
- 2.3 The Subscriber acknowledges that participating in the Jisc Assent Service does not itself grant it, or its End Users automatic access to the resources of other participating subscribers. Such access is conditional upon the Subscriber agreeing appropriate terms with the relevant Service Provider governing that access. Janet(UK) will not be responsible for, nor have any liability in respect of, the performance or otherwise of those terms and will not be required to resolve any disputes in relation to those terms.
- 2.4 The Subscriber agrees not to act in any manner that damages, is likely to damage or otherwise adversely affect the reputation of Janet(UK) or the Jisc Assent Service.
- 2.5 The Subscriber acknowledges that Janet(UK) may take any action as is necessary in its opinion to protect the legitimate interests of other participating subscribers, the reputation of Janet(UK), or ensure the efficient operation of the Jisc Assent Service. This will be without incurring liability to the Subscriber, and without prejudice to any other defined rights and remedies.
- 2.6 The Subscriber grants Janet(UK) the right to hold, process, publish and use any data necessary for administering and operating the Jisc Assent Service.
- 2.7 The Subscriber undertakes that:
 - 2.7.1 all and any data when provided by it or its Signatory to Janet(UK) or any other subscriber participating in the Jisc Assent Service is accurate and up-to-date;
 - 2.7.2 it will observe Good Practice for the authentication and authorisation of users of online resources and services;
 - 2.7.3 it will observe Good Practice in relation to the configuration, operation and security of its networks and systems, including the ability to trace activity to a user account;
 - 2.7.4 it will observe Good Practice in relation to the exchange and processing of any data, and in obtaining and managing the DNS names, digital certificates and private keys;

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- 2.7.5 it holds and will continue to hold all necessary licenses, authorisations and permissions required to access, use and meet its obligations with respect to the Jisc Assent Service;
 - 2.7.6 it will give reasonable assistance to any other Subscriber investigating misuse of the Jisc Assent Service, including where an outsourced Identity Provider is being used; and
 - 2.7.8 it will promptly inform Janet CSIRT of any apparent breaches of security affecting the privacy of End User Credentials.
- 2.8 The Subscriber agrees that Janet(UK) may use the subscriber's name and logo for the purposes of promoting the Jisc Assent Service.
 - 2.9 The Subscriber is authorised to use the official logo for the Jisc Assent Service, in accordance with and subject to any applicable rules and guidelines for that logo that may be notified to it by Janet(UK).

3. Identity Providers

- 3.1 Identity Providers are responsible for the behavior of the End Users they authenticate, and must make all reasonable endeavours to inform users about how to use their Credentials safely and securely.
- 3.2 Identity Providers will be responsible for the acts or omissions of any End Users they authenticate and must ensure that complaints about those End Users are dealt with promptly and fairly.
- 3.3 Identity Providers must ensure that sufficient logging is undertaken to be able to associate a particular Account with a given authenticated session. This information must be retained for a minimum of three months and will be subject to the provisions of Clause 8.
- 3.4 Identity Providers should provide basic anonymized usage statistics to Janet(UK). A Jisc-funded, free-to-use, Open Source application is available for this purpose, as specified in the Technical Specification.

4. Service Providers

- 4.1 Service Providers are responsible for managing access to their services and resources and acknowledge that Janet(UK) has no liability for this whatsoever.
- 4.2 Service Providers must ensure that systems supporting End Users are configured, maintained and operated securely, so as not to put the security of other Subscribers or End Users at risk.
- 4.3 Service Providers must provide End Users with sufficient information to identify the services being provided. They must also ensure that they notify End Users of any applicable acceptable user policy, computing regulations and/or disciplinary code.

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- 4.4 Service Providers must not disclose to third parties any data or information supplied by Identity Providers, other than to any authorised data processor of the Service Provider or Janet(UK), or where an End User has given their prior informed consent to such disclosure.
 - 4.5 Service Providers may only use Credentials and Attributes to determine whether to grant access to services for which these Credentials or Attributes have been provided, to maintain sufficient logging to be used to trace misuse, or for generating anonymised usage service statistics.
 - 4.6 Service Providers must accept and log any and all complaints of misuse of the Jisc Assent Service and forward these promptly to the appropriate Identity Provider.

5. End Users

- 5.1 End Users are accountable to the Identity Providers that issue them with their Credentials, and for any activities undertaken with the authority of those Credentials.
- 5.2 If an End User believes that their Credentials may have been compromised, they must immediately notify their Identity Provider.
- 5.3 End Users must abide by any regulations or instructions issued by their Identity Provider and by Janet(UK), including acceptable user policies, computing regulations and disciplinary codes. End Users must also abide by any regulations or instructions issued by Service Providers, and where these differ, the more restrictive shall apply.
- 5.4 End Users must take reasonable precautions, including following instructions issued by their Identity Provider, to verify they are connecting to services providing adequate security before entering their Credentials.
- 5.5 End Users must, at the end of their association with their Identity Provider, not attempt to use their Credentials to access services.

6. Janet(UK)'s Role

- 6.1 Janet(UK) undertakes to protect the security of the Service by implementing Good Practice and encouraging its adoption by Subscribers.
- 6.2 Janet(UK) may reduce or suspend the Jisc Assent Service without notice and without liability where in Janet(UK)'s opinion this is necessary for operational or security reasons.
- 6.3 Janet(UK) will record authentication attempts to intermediate systems and keep records of the same for at least a 3-month period, and provide relevant extracts of this record to Subscribers or Janet CSIRT when requested.
- 6.4 Janet(UK) will promptly inform Janet CSIRT of any apparent breaches of security affecting the privacy of End User Credentials.

7. Limitation of Liability

- 7.1 The Subscriber must ensure that before any use of the Jisc Assent Service, each of its End Users waives any claims of whatever nature, to the extent permitted by applicable law, against Janet(UK) or other Subscribers related in any way to the authentication and authorisation frameworks of the Jisc Assent Service.
- 7.2 The Subscriber agrees that Janet(UK) has no liability whatsoever in respect of:
 - 7.2.1 authentication of End Users;
 - 7.2.2 authorisation of End Users;
 - 7.2.3 the provision of resources or services by Service Providers; or
 - 7.2.4 errors or faults in the registration or publication of services.
- 7.3 Nothing in these Terms and Conditions limits or excludes the liability of a Subscriber or Janet(UK) for death or personal injury caused by its negligence, or for fraud.
- 7.4 Janet(UK) provides the Jisc Assent Service on an *as is* basis, without warranties of any kind, and subject to Clause 7.3, will have no liability whatsoever for these services, whether in tort (including for negligence or breach of statutory duties), contract, misrepresentation or otherwise.
- 7.5 Subject to Clause 7.3 and without prejudice to Clause 7.4, Janet(UK) expressly excludes any liability for loss of profits, loss of business, depletion of goodwill or similar losses, loss of anticipated savings, loss of goods, loss of contracts (whether direct or indirect), loss of use, loss of opportunity, loss, spoiling or corruption of data or information or any special, indirect, consequential or pure economic loss, costs, charges or expenses.
- 7.6 The Subscriber will indemnify, defend, and hold harmless Janet(UK) and its affiliates, officers, directors, employees, successors and assigns from and against all claims, suits, demands and actions brought against these indemnified parties, and for all damages, losses, costs, and liabilities in relation thereto, that result or arise from the acts or omissions of the Subscriber (or its employees or agents) or otherwise result or arise directly or indirectly from the Subscriber's access to and/or use of the Jisc Assent Service.
- 7.7 Except as expressly provided in these Terms and Conditions, all representations, conditions and warranties in relation to Janet(UK)'s provision of the Jisc Assent Service, whether express or implied (by statute or otherwise) are excluded to the fullest extent permitted by law.

8. Auditing and Compliance

- 8.1 Subscribers acknowledge and agree that Janet(UK) will, on reasonable notice, have the right to audit their systems, processes and documentation (either remotely or in person) to verify that the Subscriber is complying with these Terms and Conditions, any other applicable policies and technical requirements, or general Good Practice in the area of operational security.
- 8.2 A Subscriber shall co-operate with and provide such assistance as reasonably required by Janet(UK) in connection with such audit.

9. Notification of Non-Compliance and Suspension of Service

- 9.1 If Janet(UK) has reasonable grounds for believing that a Subscriber is not complying with these Terms and Conditions or any applicable policies and technical requirements, then Janet(UK) may:
- 9.1.1 notify the Subscriber of such non-compliance in sufficient detail to allow it to take appropriate remedial action; and
 - 9.1.2 at Janet(UK)'s discretion, immediately suspend the Subscriber's use the Jisc Assent Service.

Following receipt of such notice, the Subscriber must promptly remedy the non-compliance.

- 9.2 Janet(UK) shall lift the suspension on a Subscriber under Clause 9.1.2 above if the Subscriber remedies the notified non-compliance to the satisfaction of Janet(UK).

10. Termination of Service

- 10.1 A Subscriber may voluntarily terminate its participation in the Jisc Assent Service upon at least 1 month's notice to Janet(UK).
- 10.2 Janet(UK) may terminate the operation of the Jisc Assent Service upon no less than 12 months' notice to all Subscribers.
- 10.3 Janet(UK) may immediately terminate the participation of a Subscriber in the Jisc Assent Service by giving written notice, without any compensation or damages due to the Subscriber, but without prejudice to any other rights or remedies which either the Subscriber or Janet(UK) may have, if the Subscriber:
- 10.3.1 has materially breached these Terms and Conditions or any applicable policies or technical requirements and such breach is incapable of remedy; or
 - 10.3.2 has a receiver, administrative receiver, administrator or other similar officer appointed over it or over any part of its undertaking or assets or passes a resolution for winding up (other than for the purpose of a bona fide scheme

of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect or if the Subscriber becomes subject to an administration order or enters into any voluntary arrangement with its creditors or ceases or threatens to cease to carry on business or is unable to pay its debts or is deemed by section 123 of the Insolvency Act 1986 to be unable to pay its debts, or undergoes or is subject to any analogous acts or proceedings under any foreign law, including, but not limited to, bankruptcy proceedings.

- 10.4 If Janet(UK) has notified a Subscriber that is not complying with these Terms and Conditions or any applicable policies and technical requirements and required it to remedy the same, and the Subscriber has not remedied the non-compliance to the reasonable satisfaction of Janet(UK) within 90 days of the notice, Janet(UK) may terminate their use of the Jisc Assent Service.
- 10.5 Where a Subscriber ceases to use or ceases to be entitled to use the Jisc Assent Service for whatever reason:
- 10.5.1 Janet(UK) will remove that Subscriber's access to the Jisc Assent Service and inform other Subscribers that such Subscriber is no longer a Subscriber; and
 - 10.5.2 the Subscriber concerned will inform its End Users that it is no longer a Subscriber to the Jisc Assent Service, and will immediately cease using any associated logo.

11. Charging

- 11.1 Janet(UK) may charge Subscribers for usage of the Jisc Assent Service, where they have been duly notified in accordance with Clause 11.2.
- 11.2 Any introduction of or change in charges for the Jisc Assent Service will be notified to Subscribers at least 6 months in advance of such introduction or change taking effect.
- 11.3 Any Subscriber unwilling to pay charges for the Jisc Assent Service upon their introduction or revision, may withdraw from the service by giving Janet(UK) notice in accordance with Clause 10.1.

12. Dispute Resolution

- 12.1 If any dispute arises between a Subscriber and Janet(UK) with respect to these Terms and Conditions, both parties will refer the dispute to their respective representatives in respect of the Jisc Assent Service, who will promptly discuss the dispute with a view to its resolution.
- 12.2 If any dispute cannot be resolved in accordance with Clause 12.1 within 10 working days, the matter will be referred for consultation between senior executives of the Subscriber and Janet(UK). If such senior executives are unable to resolve the matter, they will refer the dispute to their respective chief executives.

- 12.3 If a dispute cannot be resolved in accordance with Clause 12.2 within ten 10 working days of escalation to such chief executives, the parties may proceed to mediation provided by the Centre for Dispute Resolution (“CEDR”) under its Model Mediation Procedure (or such other body as the Parties may agree). Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation the parties will send a joint notice in writing (“ADR notice”) to CEDR requesting mediation. The mediation will start not later than 30 days after the date of the ADR notice, or such later date as the mediator is available.
- 12.4 If a process for mediation is not agreed in accordance with Clause 12.3 within a period of 15 working days from a request by either party for mediation or from the discussions between the parties’ executive directors, and the dispute remains unresolved, both parties shall be entitled to pursue the matter in law.

13. Data Protection and Privacy

A Subscriber must comply with any applicable legislation in relation to data protection and privacy, including the Data Protection Act 1998 (as may be updated, renamed or re-enacted from time to time).

14. Service Management and Assignment

Janet(UK) has the right to assign its rights and benefits under these Terms and Conditions. If the management function of the Jisc Assent Service is transferred from Janet(UK) to another body, the participation of a Subscriber will continue unaffected and these Terms and Conditions will be enforceable by such successor body.

15. Updates and Variations

These Terms and Conditions, the Technical Specification and any other policies or technical requirements referred to in these Terms and Conditions may be updated or amended by Janet(UK) from time to time. Subject to Clause 11, any such updates or variations shall be notified in writing to Subscribers (which may include by email) at least 30 days in advance of the relevant changes taking effect. If a Subscriber cannot or is not prepared to accept such changes, it should notify Janet(UK) within 10 working days of receipt of Janet(UK)’s notice of such change accordingly and its participation in the Jisc Assent Service shall be treated as terminated from the date on which such change(s) take(s) effect.

16. Governing Law

These Terms and Conditions will be governed and construed in accordance with the laws of England and Wales, and both Janet(UK) and the Subscriber irrevocably agree to the exclusive jurisdiction of the Courts of England and Wales.