

Eduroam Connector Agreement – Group Legal and Operational Responsibility

****Internet2’s preparation of this term sheet does not create an attorney-client relationship and does not constitute legal advice.****

1. Eduroam Connector Information

1.1 Eduroam Connector Order Information- Eduroam connector provides information such as eduroam Connector Organization name, billing contact and address, Legal/Notices contact and address.

1.2 Eduroam Connector Group Information-

- Eduroam connector concedes that it is a legal entity that encompasses different entities.
- The entities will be referred to as “Member Institutions.”
- Eduroam connector enters into the Agreement for and on behalf of all listed Member Institutions.
- Eduroam connector shall ensure each Member Institution agrees to adhere to and abide by the terms and conditions of this Agreement.
- Eduroam connector shall be liable for applicable Service Fees for itself and all listed Member Institutions.
- Eduroam connector will receive a single annual invoice for Service Fees.
- Eduroam connector will notify Internet2 in writing if it should seek to remove a Member Institution from the eduroam service.
 - No refund of Service Fees already paid will be given but the subsequent annual Service Fees will be reduced accordingly.
- Eduroam connector will notify Internet2 in writing if it should seek to add a Member Institution to the eduroam service.
 - The annual Service Fees will be updated accordingly.
- Eduroam connector lists Member Institutions as of the Effective Date.

2. Term.

- The term of the agreement is through the end of the current calendar year and will be automatically renewed annually.
- The term will not be automatically renewed if one Party notifies the other 30 days before the upcoming renewal term that they do not wish to renew the agreement or if governing law prohibits automatic renewals.

3. Service

3.1 Eduroam service.

- Eduroam service is offered in the United States.
- Eduroam connector can access the Internet through their institution assigned credentials.
- Eduroam connector agrees that if users travel outside of the U.S., Internet2 may transfer Eduroam connector Data to third parties as needed to fulfill its obligations under the Agreement.
- Internet2 will have no liability with this provision.
- Internet2 is not granting any trademark sublicense or other right to use eduroam trademark to eduroam connector.

3.1.1 eduroam service Delivery.

3.1.1.1 Internet2 will provide access to the eduroam service but the eduroam connector and Member Institution are responsible for establishing a connection to

the eduroam service. Internet2 will provide initial setup support of up to 5 hours for eduroam connector.

3.1.1.2 Internet2 is only providing service for eduroam in the U.S.

3.1.2 Eduroam connector Registrations

- All systems registered by a Eduroam connector must be under the management and control of the Eduroam connector's or Member Institution's organization and they may not register third party systems without written consent.

3.1.3 Internet2 Security of eduroam service.

- Internet2 may communicate with Eduroam connector's or, as applicable, a Member Institution's servers in a non-intrusive manner to monitor the eduroam connected endpoints.
- Internet2 shall not share any log data relating to Eduroam connector's or a Member Institution's use of eduroam service unless required to by law.
- Internet2 may share anonymized data with the community of eduroam connectors to monitor and improve the eduroam service.

3.2 Data Transmitted or Received through the eduroam service, including eduroam connector Data.

- Internet2 is not responsible for the content of any data. Internet2 exercises no control over and accepts no responsibility for any data.

3.3 Certain Obligations of eduroam connectors.

- For each Term the size of your organization shall be calculated in the manner then described at <https://www.incommon.org/eduroam/subscribe.html> or any successor website.
- For the Initial Term, eduroam connector's and each Member Institution's reported IPEDS data will be used. If there is no IPEDS data, eduroam connector shall report the number of total employees by the Effective Date.
- Eduroam connector is responsible for appointing eduroam Administrators and notifying Internet2 of those Administrators, as well as any changes to the Administrators.
- Eduroam connector is responsible for assigning eduroam service credentials to IdP Users and as applicable allowing Member Institutions to assign eduroam service credentials to IdP Users.
- Eduroam connector is responsible for acquiring the equipment and software that Internet2 advises is necessary.
- Eduroam connector, through its eduroam Administrator, shall keep technical information register with Internet2 current and complete.
- Eduroam connector and Member Institutions shall not sell, resell, license, sublicense, or in any other manner transfer or distribute access to the eduroam service, whether in whole or in part to any third party. Eduroam connector and Member Institutions shall not disassemble, reverse engineer or decompile the eduroam service or any of Internet2's equipment.
- Eduroam connector and, as applicable, Member Institutions shall not register SPs that it does not have sole control over.
- Eduroam connector shall be responsible for any necessary equipment other than the Internet2 equipment.
- Eduroam connector is responsible for all actions and omissions of IdP Users, except where the IdP user a eduroam connector or Member Institution employee and is acting outside of the scope of his and her employment or, if a student IdP user, the student was

not an employee or contractor/agent and the eduroam connector used reasonable efforts to ensure that the employee or student acknowledged the AUP.

3.4 Compliance with International eduroam Policy

3.4.1 Eduroam connector will provide access to all eduroam Users, irrespective of their origin.

3.4.2 Eduroam connector and, as applicable, each Member Institution shall comply in all respects with the eduroam Compliance Statement.

3.5 System Downtime and Outages of the eduroam services

3.5.1 Internet2 may schedule interruptions of the eduroam service or unplanned interruptions may occur.

3.5.2 If Eduroam connector or a Member Institution's use of eduroam service has or may have adverse effects, Internet2 shall notify eduroam connector or the Member Institution to correct the situation. If it is not corrected Internet2 has the right to suspend eduroam connector's or Member Institution's or Users' use of eduroam and take appropriate measures.

3.6 Modifications. Internet2 reserves the right to modify and change the features, functionality and delivery of the eduroam service at any time with reasonable prior notice via email to the eduroam Administrators.

4. Billing and Payment. The billing provision is separated into different sections for Internet2 Higher Education members and for non-Internet2 Higher Education members.

4.1 Internet2 Higher Education Members. The service is currently available to Internet2 Higher Education Members without payment of an annual fee.

- If eduroam connector requests any amendments, other than changes required by state and local law, Internet2 will charge eduroam connector a registration fee. If the amendment is necessary to comply with state and local laws eduroam connector may request amendment in writing. If Internet2 agrees that the amendment is necessary to comply with state or local laws the registration fee will be waived.
- Internet2 will have the right to notify eduroam connector at any time that it must commence paying Service Fees.
- Eduroam connector will receive a single invoice for the Initial Term. Eduroam connector will receive a single invoice 30 to 60 days prior to the Renewal Term.
- Eduroam connector shall be responsible for payment of all Transaction Taxes.
- If applicable, eduroam connector shall timely submit to Internet2 valid evidence of tax exemption.
- For each Post-Notice Renewal Term, eduroam connector shall have 30 days to pay the amount set forth in the invoice.
- If the eduroam connector fails to make a payment within 60 days after the due date, Internet2 may immediately suspend or terminate the service.
- Eduroam connector may dispute fees only if it has good faith and reasonable basis for doing so.
- For each Post- Notice Renewal Term, Internet2 has the right to increase the Service Fees with at least 90 days notice before the renewal period.

4.2 Non-Internet2 Higher Education Members. The service is available to non-Internet2 Higher Education Members for an annual fee.

- Eduroam connector will receive a single invoice for the Initial Term. Eduroam connector will receive a single invoice 30 to 60 days prior to the Renewal Term.

- Internet2 has the right to increase Service Fees.
- If applicable, eduroam connector shall timely submit to Internet2 valid evidence of tax exemption.
- If eduroam connector requests any amendments, other than changes required by state and local law, Internet2 will charge eduroam connector a registration fee. If the amendment is necessary to comply with state and local laws eduroam connector may request amendment in writing. If Internet2 agrees that the amendment is necessary to comply with state or local laws the registration fee will be waived.
- Eduroam connector shall pay each invoice within 30 days of the invoice date.
- If the eduroam connector fails to make a payment within 60 days after the due date, Internet2 may immediately suspend or terminate the service.
- Eduroam connector may dispute only if it has good faith and reasonable basis for doing so.
- For each Post- Notice Renewal Term, Internet2 has the right to increase the Service Fees with at least 90 days notice before the renewal period.
- **Pre-Term Period.** Eduroam connector shall pay Services Fees for use of the eduroam service prior to the Effective Date.

4.3 Change in Internet2 Membership Status.

- If eduroam connector or a Member Institution becomes an Internet2 Higher Education member during the Term they will be charged the Service Fees until the beginning of the upcoming Renewal Term.
- If a eduroam connector or Member Institution ceases to be an Internet2 Higher Education member during the Term, Internet2 shall have the right to immediately invoice eduroam connector for Service Fees.

- 5. Acceptable Use Policy.** Eduroam connector agrees and ensures that each Member Institution agrees to comply with the Internet eduroam Acceptable Use Policy.
- 6. Disclaimers of Warranties and Limitations.** Use of the eduroam service is at the eduroam connector's and Member Institution's own risk. The service is provided as-is. There are caps on liability.
- 7. Third Party Claims.** Each Party will be responsible for its employees acting within the scope of their employment in the performance with the Agreement. Each Party shall hold the other party harmless from third party claims.
- 8. Termination**
 - The Agreement will be terminated upon 30 days' notice from the eduroam connector that funds have not been appropriated.
 - The Agreement may be terminated if either Party materially breaches the Agreement and does not cure the breach within 45 days of notice.
 - Either Party may terminate the Agreement for convenience with 90 days' written notice.
 - A single Member Institution may not terminate the Agreement on behalf of eduroam connector or another Member Institution.
 - If the eduroam connector terminates for convenience no funds will be refunded.
 - If Internet2 terminates for convenience they will provide eduroam connector with a refund as applicable.
 - Upon expiration or termination of the Agreement, eduroam service will automatically be terminated, and eduroam connector and each Member Institution will be removed from the eduroam service.
- 9. Confidentiality.** The confidentiality provisions shall survive 5 years after the termination of the Agreement.

10. Miscellaneous

- **Contractual Relationship.** This Agreement will not be construed to create an association, joint venture or partnership between the Parties or to impose any partnership liability upon any Party.
- **Assignment.** eduroam connector or any Member Institution shall not have the right to assign the Agreement to a third party without consent.
- **No Drafting Presumption.** Each Party had an opportunity to review the terms of the Agreement and the Agreement shall not be construed either in favor or against either Party by virtue of such Party's involvement in preparing or reviewing this Agreement.
- **Counterparts; Signature by Electronic Means or Facsimile; Integration.** The Agreement may be signed in counterparts, and a signature delivered by electronic means will be considered original.
- **Survival and Severability.** Certain provisions of the Agreement shall be binding beyond any termination, cancellation or expiration of the Agreement. If any provision of the Agreement is found invalid by a court the remainder of the Agreement shall not be affected and shall remain in effect.
- **Governing Law and Forum.** The Agreement shall be governed by the laws of Washington, DC or, if eduroam connector is a university, by the laws of the state where the main campus is situation.
- **Authority.** Each person signing the Agreement represents that he or she is duly authorized and has legal capacity to execute and deliver the Agreement on behalf of the applicable Party.
- **Force Majeure.** If a Party is prevented from performing any obligation under the Agreement because of any cause beyond the reasonable control of the Party, that Party shall be temporarily excused.
- **Proprietary Rights.** The eduroam service is licensed and not sold to the eduroam connector. Internet2 reserves all rights including all proprietary rights in the eduroam service.
- **Contractors/Agents.** Internet2 shall have the right to use Contractors/ Agents to perform any of its obligations or to act on its behalf. Eduroam connector shall have the right to use Contractors/Agents to perform any of its obligations or to act on its behalf or on the behalf of Member Institutions.
- **Notice.** Contacts for notices are addressed.
- **Sovereign Immunity.** As applicable, eduroam connector does not waive and specifically reserves, all immunities to which it is entitled by the constitution, laws, and statutes of the United States and the applicable state.
- **Examination and Audit.** Eduroam connector agrees to pay for any costs associated with any examination and audit.
- **Changes in Law.** Internet2 reserves the right to modify or amend the Agreement due to changes in domestic or international laws or regulations impacting Internet2. Internet2 shall provide eduroam connector with 90 days' notice of such modification or amendment of the Agreement.

11. Definitions. This section provides definitions of terms used throughout the Agreement.