



AGREEMENT to provide the JANET Interconnect Service to a Regional Broadband Consortium

THIS AGREEMENT is made on the 15th day of November 2002

BETWEEN

- (1) **THE JNT ASSOCIATION** (Company Number 2881024) whose registered office is at Atlas Centre, Chilton, Didcot, Oxfordshire OX11 0QS and which trades as UKERNA (“UKERNA”); and
- (2) [] whose registered office is at [] (“Lead Authority”) acting on its own behalf and as agent for and on behalf of [] (together with the Lead Authority “the Regional Broadband Consortium”).

IT IS AGREED as follows:

1. **Definitions** - If not defined in this Agreement, all capitalised words in this Agreement will have the meanings set out in UKERNA’s Terms for the Provision of the JANET Interconnect Service (Issue 1) (“the Terms”), attached to this Agreement as Schedule 1. Each reference to the “User Organisation” in the Terms is deemed to be a reference to the Regional Broadband Consortium.
2. **The Services** - UKERNA will use all reasonable endeavours to provide the Regional Broadband Consortium with the Services set out in Schedules 2 and 3 in accordance with the service levels set out in Schedule 2. Subject to clause 12 hereof, the parties agree to be bound by the Terms in connection with the provision of the Services to the Regional Broadband Consortium by UKERNA.
3. **Use of the Services by the Regional Broadband Consortium** – Under clause 41 of the Terms, UKERNA authorises the use of the Services by those local education authorities which are members of the Regional Broadband Consortium. This authorisation includes the routing to and from the JANET Interconnect Service of traffic from the following categories of third party organisation receiving network services from the Regional Broadband Consortium:
 - 3.1 schools, whether publicly or privately funded
 - 3.2 public libraries
 - 3.3 not-for-profit museums, archives and galleries, whether publicly or privately funded
 - 3.4 local authorities, where the traffic cannot reasonably be disaggregated from traffic in support of education or training, or where the traffic is in support of the local authority’s own activities to the benefit of the local community or general public
 - 3.5 other organisations, whether publicly or privately funded, where the traffic is in support of the provision or receipt of education or training services.

All use of the Services by a third party is subject to the Terms. Use of the Services by any third party other than as listed in this clause 3 remains subject to authorisation by UKERNA.

4. **Schedule of Payment of Charges** – The Installation Charge specified in Schedule 3 will be due on the date on which the Connection becomes available for use by the Regional Broadband Consortium. An acceptance procedure will be agreed between UKERNA and the RBC Interconnect Group and used to determine the date that the Connection becomes available. The first Annual Charge specified in Schedule 3 will also be due on this date and the second and third Annual Charges will be due respectively on the second and third anniversaries of this date.

5. **Minimum Service Period** – Unless otherwise agreed between UKERNA and the Regional Broadband Consortium, the Minimum Service Period for any Connection will be 12 months from the date at which the Connection becomes available.
6. **Variation to Charges** – Charges will be increased by UKERNA under clause 29 only to the extent that they are necessary to pass on increases to the Charges incurred by UKERNA from its suppliers. At the request of the Lead Authority UKERNA will provide evidence of the need to increase the Charges. UKERNA will not impose a retrospective increase to any Charges already invoiced to the Lead Authority.
7. **Invoices and notices** – UKERNA will address all invoices and notices to the Lead Authority. All notices to be given on behalf of the Regional Broadband Consortium will only be deemed validly given if given by the Lead Authority expressly on behalf of the Regional Broadband Consortium.
8. **Contact Information** – If the Regional Broadband Consortium fails to provide to UKERNA any part of the contact information required under clause 32 (and any amendments thereto under clause 33) of the Terms, the administrative head of the Lead Authority will be deemed to be responsible for the relevant function or functions and will receive communications accordingly.
9. **Liability of the Regional Broadband Consortium** – Subject to clauses 57 and 60, the Regional Broadband Consortium's maximum aggregate liability in respect of all causes of action arising out of or in connection with the Terms or their subject matter (whether for breach of contract, tort, including without limitation negligence and misrepresentation, statute or otherwise) during any 12 month period (considered retrospectively from the date any cause of action arose) will not exceed an amount equal to the total of the Charges payable by the Regional Broadband Consortium to UKERNA during that 12 month period.
10. **Suspension of Services** – In the event that UKERNA believes it likely to be necessary temporarily to withdraw the Services under clauses 42.4 or 42.5 of the Terms, UKERNA and the Regional Broadband Consortium will together use all reasonable endeavours to avoid the need to withdraw the Services. or, if suspension nevertheless becomes necessary, to resolve the issue that led to withdrawal and to restore the Services in an expeditious manner.
11. **Termination** – If the Terms expire or are otherwise terminated, this Agreement shall automatically terminate. Failing such earlier expiry or termination, this Agreement will expire at midnight on 30 September 2005. The provisions of the Terms in relation to termination of all extant Connections will then apply.
12. **Precedence** – In the event of any conflict between the Terms and the remainder of this Agreement, this Agreement shall take precedence.
13. **Entire Agreement** - This Agreement, together with the Schedules hereto, 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 this clause restricts any party's liability for fraud.

IN WITNESS HEREOF the parties or their duly appointed representatives have executed this Agreement the day and year first above written.

SIGNED for and on behalf)
of the JNT Association)

SIGNED by the Lead Authority)
for and on behalf)
of the Regional Broadband Consortium)

SCHEDULE 1:



TERMS for the Provision of the JANET Interconnect Service

Introduction

1. These Terms (as defined in clause 5) apply to the provision by UKERNA to the User Organisation of any or all of those networking services which UKERNA makes available as a result of any agreement between UKERNA and the User Organisation (“the Services”), and apply to any Connection to JANET that a User Organisation has from time to time.
2. The User Organisation accepts the Services subject to these Terms, and will pay to UKERNA all Charges for the provision by UKERNA of the Connections, which Charges and Connections will be notified separately in writing by UKERNA to the User Organisation.

Definitions and Interpretations

3. “UKERNA” is the trading name of The JNT Association, a company limited by guarantee and registered at Companies House number 2881024, the registered office of which is The Atlas Centre, Chilton, Didcot, Oxfordshire OX11 0QS.
4. The “User Organisation” is the legal entity with a Connection to JANET at any time, and to which UKERNA is providing the Services.
5. References to “these Terms” are to these terms and conditions and to any written notification given by UKERNA from time to time to the User Organisation detailing the specific Connections and applicable Charges, and references to “the parties” are to UKERNA and the User Organisation.
6. “JANET” is the trade mark used for the collection of networking services and facilities which support communication requirements of the UK education and research community.
7. The Higher Education Funding Council for England, the Learning and Skills Council, the Scottish Higher Education Funding Council, the Scottish Further Education Funding Council, the Higher Education Funding Council for Wales, the National Council for Education and Training for Wales and the Department of Employment and Learning Northern Ireland are responsible jointly for the provision of JANET and own the JANET trade mark. They exercise this responsibility through their Joint Information Systems Committee (“the JISC”).
8. The “JANET IP Service” is the carrying of traffic to and from the User Organisation’s network using the Internet Protocol (“IP”) to the networks of other organisations connected to JANET. Where agreed, this includes the carrying of traffic to and from the global Internet.
9. A “Connection” to JANET 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 UKERNA or its subcontractors to the User 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 UKERNA.
10. “Charges” means the amounts specified by UKERNA from time to time as payable by the User Organisation for receipt of the Services for a defined period of time.
11. A “Minimum Service Period” means the length of time for which the User Organisation must continue to accept the Connection once it has agreed to its installation by UKERNA. The Minimum Service Period is deemed to have commenced when the Connection is made available by

UKERNA for use by the User Organisation. The Minimum Service Period for each Connection will be notified separately by UKERNA to the User Organisation if applicable.

12. "Equipment" is any equipment provided by UKERNA or its sub-contractor and located on the premises of the User Organisation for the purpose of delivering the Services.
13. "Apparatus" is apparatus or equipment belonging to or utilised by or on behalf of the User Organisation that enables the User Organisation to use the Services.
14. 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.
15. All communications with the User Organisation concerning these Terms shall be with the named individual or individuals as defined in clauses 32 to 34 below.

Equipment Supplied to Provide the Services

16. The User 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 UKERNA; and not utilise the Equipment for purposes other than in accordance with these instructions. The User Organisation will also agree to reasonable requests by UKERNA or its sub-contractors for access to the Equipment for the purpose of maintaining the Equipment or the Services.
17. UKERNA will continue to accept any liability for the theft of, damage to or loss of the Equipment whilst it is on the User Organisation's premises other than where the theft, damage or loss occurs as a result of the failure of the User Organisation to comply with the provisions of clause 16 of these Terms. In any case UKERNA accepts no liability for consequential loss resulting from the malfunction or the presence of the Equipment and the User Organisation must make its own arrangements to cover any such loss.
18. Should loss of or damage to the Equipment occur whilst it is on the User Organisation's premises, the User Organisation will notify UKERNA promptly of the nature and circumstances of the damage.
19. UKERNA may modify, substitute, renew or add to its Equipment from time to time, in its sole discretion.
20. The User Organisation agrees that in any event it will:-
 - 20.1 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 UKERNA's ownership rights in the Equipment;
 - 20.2 not remove, tamper with or obliterate any words or labels on the Equipment;
 - 20.3 at the request of UKERNA produce evidence to UKERNA that it has effected and is maintaining suitable insurance in respect of relevant risks relating to such Equipment.
21. Subject to receipt of details of UKERNA's relevant requirements, the User Organisation will prepare and maintain its premises and wayleaves for delivery, installation and application of the Equipment in accordance with the reasonable requirements of UKERNA and its sub-contractors. The User Organisation will observe the provisions of any such wayleaves entered into in pursuance of these Terms, and co-operate with UKERNA and use all reasonable endeavours to seek and enable such wayleaves.

The User Organisation's Electricity and Environmental Obligations

22. The User 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 UKERNA shall reasonably require in connection with the Services. No electricity will be supplied by UKERNA and

UKERNA will have no 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.

User Organisation Apparatus Compliance and Compatibility

23. The User 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 UKERNA's and its sub-contractors' reasonable instructions.
24. The User Organisation acknowledges that it alone, rather than UKERNA, will be responsible for the competence, sufficiency, repair and maintenance of the Apparatus.
25. UKERNA reserves to itself the right to disconnect the Apparatus from the JANET network if and for so long as the Apparatus or the User 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 User Organisation or any other user.

Payment of and Variations to Charges

26. All Charges are exclusive of value added tax which, where applicable, will be payable by the User Organisation and invoiced by UKERNA at the then prevailing rate.
27. The User Organisation will pay any valid invoice submitted by UKERNA within 60 days of the date of issue. Failure by the User Organisation to pay outstanding Charges within this period constitutes a material breach of these Terms. In such circumstances, UKERNA may, in its absolute discretion and in addition and without prejudice to other remedies which UKERNA may choose to pursue:-
 - 27.1 apply the provisions of clause 42 of these Terms; and/or
 - 27.2 charge the User 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.
28. Should the User Organisation wish to dispute an invoice it will notify UKERNA 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 User Organisation from its payment obligations in respect of any undisputed part of the invoice.
29. UKERNA 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. UKERNA will give notice of a minimum of three months of any amendment. If the User Organisation then wishes to terminate that Connection it may do so by giving notice of termination within one month of receiving UKERNA's notice of the amended Charge. Termination will then come into effect from the date at which the amended Charge would otherwise apply.

Support for the Services

30. UKERNA offers through its JANET customer service function and through its various sub-contractors a level of support to the User Organisation. This support is offered to the IT services (or equivalent) organisation within the User Organisation. It is not available to individual members, staff, students and any other person to whom the Services are made available by the User Organisation.
31. The User 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 UKERNA and its sub-contractors, including as to the provision of suitable monitoring points. The level of support provided by UKERNA is based upon this expectation.

Provision of Contact Information

32. The User Organisation will provide to UKERNA contact information for the individual (or individuals or roles) responsible for the following functions concerned with the operation and administration of the Connection:
- 32.1 the financial administration of the Connection;
 - 32.2 the technical management of the equipment associated with the Connection including fault reporting and basic support;
 - 32.3 the management of any incidents related to computer and network security, both technical and disciplinary;
 - 32.4 the overall management of the Connection and its use within the User Organisation (e.g. the Director of IT Services, or equivalent).
33. The User Organisation will keep this contact information up to date by notifying UKERNA of any changes as and when they occur.
- Note:** Notification by electronic mail is acceptable—changes should be addressed to *service@ukerna.ac.uk*. Notification by telephone to the JANET customer service function is also acceptable.
34. In default of any part of this contact information, the administrative head of the User Organisation will be deemed to be responsible for the relevant function or functions and will receive communications accordingly.

Termination of Connections

35. Either UKERNA or the User Organisation may terminate all Connection(s) at any time by giving the other party a written notice if the other party is unable to pay its debts as they fall due or is deemed to be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or if the other party ceases or threatens to cease to trade, or if the other party makes an assignment for the benefit of, or a composition with its creditors or other arrangement of similar import or has a receiver, administrative receiver, administrator or a similar officer appointed over all or a substantial part of its assets or if a petition is presented or an order is made by a court of competent jurisdiction or an effective resolution is passed for winding up of the other party otherwise than for the purpose of a *bona fide* reconstruction or amalgamation on terms previously approved in writing by the terminating party.
36. The User 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 User Organisation gives a minimum notice of two months in advance. UKERNA will upon the date of termination refund any portion of a payment made in advance by the User 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.
37. Upon termination of any Connection, any of the Equipment provided to the User Organisation for the sole purpose of provision of the service relating to that Connection will be returned to UKERNA or to such other person as UKERNA directs within ten working days of termination and at the User Organisation's expense.
38. 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

39. The User Organisation will ensure that all use of JANET by its members, staff, students and anyone else to whom JANET is made available by the User Organisation conforms to the then current versions of the JANET Acceptable Use Policy and its Security Policy. These policies may be amended from time to time by the JISC. Should an amended policy be issued by the JISC, UKERNA will notify the User Organisation promptly of this fact and make available to the User Organisation a copy of the amended policy.

Note: A copy of the current version of the JANET Acceptable Use Policy and Security Policy may be obtained from UKERNA's web site located at URL: <http://www.ja.net>.

Restrictions on Use of the Services

40. The User Organisation undertakes to use the Services in accordance with any telecommunications or other licences which govern the running of a telecommunication system by UKERNA, its sub-contractors and the User Organisation.
41. The User 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 UKERNA.

Withdrawal of the Services

42. UKERNA may by written notice withdraw the Services to the User Organisation under these Terms in whole or in part with immediate effect:-
- 42.1 permanently, if HEFCE at any time terminates its financial memorandum with UKERNA; or
 - 42.2 permanently, if the JISC instructs UKERNA so to do; or
 - 42.3 permanently, if the User Organisation commits at any time a material breach of these Terms which cannot be remedied or if the User Organisation commits any breach of these Terms (whether or not material) and which is not remedied in accordance with clause 43; or
 - 42.4 temporarily, if the User Organisation commits a breach of these Terms (whether material or not) for so long as the breach continues unremedied; or
 - 42.5 temporarily, if UKERNA believes that use of the Services by the User Organisation is causing, or will cause, disruption or damage to JANET, or is having or will have an adverse effect on UKERNA's contractual or other relationships with third parties, or leads or will lead to any other circumstance which UKERNA may reasonably wish to avoid.
43. If the User Organisation commits any breach of these Terms (whether material or not) which is capable of remedy, UKERNA will notify the User 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 UKERNA's rights to withdraw temporarily the Services without notice under clause 42).
44. Where UKERNA becomes aware of any event which is likely to give rise to notice of termination under clause 42.1 or 42.2, UKERNA will inform the User Organisation promptly of such event.
45. Where withdrawal of the Services is permanent clauses 37 and 38 pertaining to the termination of these Terms will apply.

Access by UKERNA to Transmissions and to Connection Equipment

46. UKERNA and its sub-contractors 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. UKERNA 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 User Organisation liable to withdrawal of service and possible legal action.

47. UKERNA 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, UKERNA will treat such material as confidential to the User Organisation and will take reasonable care that it is not disclosed to a third party unless this is authorised by the User Organisation.

48. UKERNA and its sub-contractors may from time to time request remote access to their Equipment which might be under the management of the User Organisation for the purposes of collection of statistics or of resolving reliability or performance problems. Where this access is not provided by the User Organisation, UKERNA will not be held responsible for failure to meet any level of service in this regard.

Provision of IP Network Numbers

49. In connecting to the JANET IP Service, the User Organisation will use IP network numbers assigned to it by UKERNA from that part of the IP address space allocated to JANET, unless otherwise agreed in writing beforehand. UKERNA is not obliged to accept any other network numbers for use in connecting to the JANET IP Service.

50. If the Connection is terminated, permission to use any IP network numbers that have been supplied by UKERNA for the purpose of providing the JANET IP Service will cease.

Compliance with the Data Protection Act 1998

51. Where the User Organisation uses JANET in connection with the processing of any personal data (as those terms are defined in the Data Protection Act 1998 (“the Act”), then the User Organisation will process that personal data in accordance with the provisions of the Act.

52. UKERNA and its sub-contractors may share contact information of individuals at the User Organisation, for the purposes of administering the Connection and otherwise providing the Services. The User 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 User Organisation

53. The User 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 User Organisation and not with UKERNA.

Limitations to the Service Provided

54. UKERNA uses its reasonable endeavours to provide JANET as a continuous service, but some maintenance tasks are essential and there is a regular “At Risk” period for the network, the timing

and duration of which is at present 07.00 to 09.00 each Tuesday morning, and which may be amended from time to time. There can be no expectation of service availability at such times.

Note: The At Risk period is merely a period available for such maintenance tasks as are necessary and it is not normally the case that service will be unavailable to any particular part of JANET during any particular period. A minimum of 14 days' notice of availability is given for routine, non-emergency maintenance work.

55. UKERNA will not be liable for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is beyond its reasonable control. For the avoidance of doubt, the failure or delay of any obligations of any of UKERNA's sub-contractors will not be deemed to be beyond the reasonable control of UKERNA unless the delay or failure is a result of an event beyond the reasonable control of the sub-contractor.
56. All use of JANET is at the User Organisation's own risk, and the User Organisation must make its own risk assessment of the suitability of the Services for its particular requirements and manage its risks accordingly.

Limitations of Liability

57. Nothing in these Terms will limit or exclude the liability of either party in respect of death or personal injury arising out of its own negligence or for its fraud.
58. Subject to clause 57, UKERNA's maximum aggregate liability in respect of all causes of action arising out of or in connection with these Terms or their subject matter (whether for breach of contract, under any indemnity in these Terms, tort, including without limitation negligence and misrepresentation, statute or otherwise) during any 12 month period (considered retrospectively from the date any cause of action arose) will not exceed an amount equal to the total of the Payments payable by the User Organisation to UKERNA during that 12 month period.
59. Subject to clause 57, in no circumstances will UKERNA be liable to the User Organisation for:
 - 59.1 any loss or harm caused by any party using JANET, other than an employee or agent of UKERNA; or
 - 59.2 any loss of business, revenue, profits, anticipated savings or goodwill (whether direct or indirect) or for any indirect, special or consequential loss arising from faults in JANET; or
 - 59.3 any loss or harm caused by the content, direction, misdirection or loss of any transmission made along the JANET network.

Indemnity

60. The User Organisation indemnifies UKERNA against any losses, liabilities, costs, damages and expenses incurred by UKERNA and any claims received by UKERNA from any third party arising from or as a result of the User Organisation's use of the Services.
61. If any claim is made which is covered by the indemnity set out in clause 60, UKERNA will:
 - 61.1 use all reasonable endeavours to notify the User Organisation as soon as reasonably practical after it becomes aware of the claim;
 - 61.2 give the User Organisation the sole conduct of the defence to or settlement of any such claim; and
 - 61.3 give the User Organisation, at the User Organisation's cost, such assistance in respect of the claim as is reasonably requested by the User Organisation.
62. The User Organisation shall conduct the defence or settlement of any claim, which is covered by the indemnity set out in clause 60, in a manner which does not bring the good name or reputation of UKERNA into dispute and shall not make any settlement of the claim without obtaining UKERNA's prior written consent, such consent not to be unreasonably withheld or delayed. The

User Organisation shall, at UKERNA' request keep UKERNA informed of the progress of the claim.

General

63. 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.
64. 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.
65. All notices which are required to be given under these Terms must be in writing and sent, in respect of UKERNA, to the address set out in these Terms and, in respect of the User 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 User Organisation, to the address provided by the User Organisation pursuant to clauses 32 and 33 and, in respect of UKERNA, to *service@ukerna.ac.uk*.
66. Except where otherwise stipulated in these Terms, any notice may be delivered by first class prepaid letter or by facsimile transmission or by electronic mail or by a URL reference contained in an electronic mail. Notice will be deemed to have been served:
- 66.1 if by first class post, 48 hours after posting;
- 66.2 if by facsimile transmission or electronic mail or by a URL reference contained in an electronic mail, when dispatched.
- Notification of a variation of Charges under clause 29, or termination of these Terms under clause 36, or withdrawal of Services under clause 42 or breach of these Terms under clause 43 may only be given by first class post or by facsimile transmission.
67. Nothing in these Terms confers or purports to confer on any person who is not a party to these Terms any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms.
68. UKERNA 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 UKERNA on or after the date of such revision.

Schedule 2: JANET Interconnect Service and Service Levels

1. The JANET Interconnect Service provides the Regional Broadband Consortium with a means of interconnecting at the IP level with any other Regional Broadband Consortium which subscribes to the service. It also provides an interconnection at this level to every other organisation connected to JANET, principally the UK higher education and research and further education sectors. Both unicast and multicast IP are supported on the JANET Interconnect. Access to the wider Internet is not included unless otherwise agreed between the parties.
2. The JANET Interconnect also provides direct access to content sources that are made available via the JANET Co-Location service, subject to the access and charging policies of the operators of those content sources.

Bandwidth of Connection

3. By preference, the circuit is provided as a BT LES100 circuit between the nominated entry point of the Regional Broadband Consortium and a SuperJANET Point of Presence determined by UKERNA. Where it is not possible to use LES100, either a 34 Mbit/s or a 155 Mbit/s leased circuit is used instead, at the option of the Regional Broadband Consortium.
4. In the case that the Regional Broadband Consortium's entry point is co-located with a SuperJANET PoP, a local point-to-point Fast Ethernet connection is used.

Presentation

5. The service is presented at the Regional Broadband Consortium's entry point as a router with a Fast Ethernet (RJ45) interface ("the Interconnect Router"). This interface is the service demarcation point between UKERNA and the Regional Broadband Consortium. The Interconnect Router is managed by UKERNA. Only one interface will be provided, and the Interconnect Router will take no part in the routing of IP traffic within the Regional Broadband Consortium's network.

IP Addressing and Routing

6. The requirements upon the Regional Broadband Consortium's own routing equipment in terms of IP address use, routing protocol exchange with the Interconnect Router, are described in the current issue of UKERNA document ref. ND/DIR/DOC/017.

Connection Service Level Targets

7. The Connection is available 24 hours per day, 365 days per year (366 days per leap year). The following service level targets apply to each Connection and are measured from the service demarcation point at the Interconnect Router to the point of attachment at the SuperJANET PoP.

Availability	99.5% or greater over any 12 month period, measured as a rolling average of monthly availability. This excludes availability during JANET At Risk periods as defined below.
Mean Time Between Failure	2,000 hours or better, in any rolling 12-month period.
Mean Time to Repair	no more than 10 working hours, subject to access to the Regional Broadband Consortium's premises.

8. The Connection is considered not to be available if:
 - a. it is not possible both to transmit and receive between the two ends of the Connection for a period in excess of 60 seconds; or

- b. in excess of 60% of the IP packets transmitted in either direction across the Connection are lost in any ten minute period.
9. For the purpose of measuring these service levels any non-availability is deemed to commence at the time it is reported by the Regional Broadband Consortium and a ticket opened in UKERNA's fault management system.
 10. The JANET At Risk period is between 07.00 and 09.00 UK time each Tuesday morning. The total maintenance time averaged over any calendar year will not exceed 0.5% of service time.

Interconnect Service Level Targets

11. The following service level targets apply to the JANET Interconnect as a whole:

Availability	between any two SuperJANET PoPs, 99.9% or greater over any 12 month period, measured as a rolling average of monthly availability. This excludes availability during JANET At Risk periods as defined above.
Latency	for 128 byte packets, 25 ms or less for at least 95% of transmissions between any two Interconnect Routers over any 30 minute period.

Fault Management

12. UKERNA provides a fault management system meeting the following:
 - a. faults may be reported at any time
 - b. response to any report with initial prognosis is provided within one hour during the period:
 - i. 08.00 to 22.00 weekdays
 - ii. 09.00 to 18.00 weekends

except on the following public holidays:

New Year's Day	May Bank Holidays
Good Friday	Christmas Day
Boxing Day.	

Outside these times, and on these public holidays, the JANET Network Operations Service Centre will use its reasonable endeavours to respond to reported faults in a timely fashion.

13. UKERNA expects that faults will normally be resolved in a timely manner through this mechanism and to the service levels specified in clause 7 of this Schedule 2. If the Regional Broadband Consortium is not satisfied that a particular fault is being managed properly it has the following escalation path available within UKERNA.

	for the attention of:
open a complaint with JANET Customer Service	Head of Infrastructure Services
if issue not resolved to Consortium's satisfaction, direct to	Production Services Director
if issue still not resolved, direct to	Chief Executive

The timing of such escalation is at the discretion of the Regional Broadband Consortium, depending on the nature and severity of the problem.

Out-of-Band Access to the Interconnect Router

14. In order to manage faults efficiently UKERNA and its sub-contractors expects the Regional Broadband Consortium to provide at its own expense a ISDN line to the Interconnect Router ("the Remote Diagnosis Line"). This may be provided either as a direct-dial facility via the Regional Broadband Consortium's PABX or as a separate ISDN line procured by the Regional Broadband Consortium from a suitable supplier. The Regional Broadband Consortium will allow UKERNA and its sub-contractors access to the Remote Diagnosis Line for the purpose of fault management, and will take reasonable steps to ensure that it cannot be used by any other parties.
15. Provision of the Remote Diagnosis Line is not mandatory but if not provided by the Regional Broadband Consortium, or not maintained by it in good working order, UKERNA is excused from its obligations in regard to the service levels in clause 7 of this Schedule 2 where these obligations could in UKERNA's sole and reasonable opinion otherwise have been discharged by its use.

Management Reporting

16. A monthly summary report is available electronically to each Regional Broadband Consortium summarising for all Regional Broadband Consortium Connections to the JANET Interconnect:
 - a. the rolling 12-month Availability, Mean Time Between Failure and Mean Time to Repair achieved for each Connection
 - b. number and total duration of incidents when any Connection was unavailable
 - c. the total traffic transmitted and received during the month across each Connection.
17. In addition each Regional Broadband Consortium receives access to the JANET *netsight* network information system. This provides a range of performance statistics relating to the JANET Network as a whole and to the Connection.

Network and Computer Security

18. The Terms and the JANET Security Policy define the Regional Broadband Consortium's obligations in regard to network and computer security. UKERNA maintains a Computer Emergency Response Team ("CERT") with which the Regional Broadband Consortium's operations and security staff will be required to interact in this regard.

Note: the CERT also provides a level of assistance to organisations connected to JANET in the event of suspected or actual breaches of network or computer security involving either JANET or the global Internet. This service is not part of the Services in this Agreement but the Regional Broadband Consortium may if it wishes approach UKERNA with a view to entering into a separate agreement for these services.

General Performance of the JANET Interconnect Service

19. With the exception of the fault management and escalation paths defined in this Schedule 2, any matters of general performance of the Services should in the first instance be brought to the attention of UKERNA's Production Services Director.

Schedule 3: Particulars of Connections and Charges

Connection Details

Connection Reference Number	Address at which delivered to Regional Broadband Consortium	Bandwidth
TBA		100Mbit/s

Charges

Connection Reference Number	Installation Charge	Annual Charge
TBA		

Note: the Charges above are net of Value Added Tax.