

(1) THE UNIVERSITY COURT OF THE UNIVERSITY OF DUNDEE, FOR
ITSELF AND AS AGENT FOR EACH OTHER MEMBER OF FATMAN

-and-

(2) [INSTITUTION]

NETWORK SERVICES AGREEMENT

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THIS AGREEMENT is made on the day of 200[2] (“**Agreement**”)

BETWEEN

- (1) The University Court of the University of Dundee, Nethergate, Dundee DD1 4HN (“**Dundee University**”), on its own behalf and as agent for each other member of FaTMAN (“**Regional Network Operator**” or **RNO**”)

- (2) [INSTITUTION] whose usual address is at (“**Institution**”).

BACKGROUND

- A. The Member Institutions [(including the Institution)] have formed a project consortium known as “FaTMAN”, for the procurement, ownership, operation and management of the RPAN under the terms of the RPAN Services Agreement and to connect the Network to the RPAN.

- B. This Agreement sets out the basis on which the RNO will provide the Network Services to the Institution.

NOW IT IS HEREBY AGREED that:

1. **DEFINITIONS AND INTERPRETATIONS**

- 1.1 In this Agreement (which expression includes the Background and the Schedules) the following terms shall have the following meanings:

“**Apparatus**” means any Hardware or Software belonging to the Institution and identified in the Specification as necessary to achieve Interconnection;

“**Appeal Procedure**” means the procedure (if any) set out in the RNO Connection Policy by which the Institution may submit an appeal against the suspension or limitation of the Interconnection or the Network Services or a disconnection of the Apparatus from the System;

“**Authorised Officer**” means any person appointed by either party from time to time as its representative having the authority to make decisions on behalf of that party during the performance of this Agreement;

“**CEL Increase**” means the percentage increase (if any) of the latest figure for the Computer Economics Limited whole sample, outer London index (“CEL”), or if this index is no longer published by a suitable alternative index agreed by the parties to replace it, over the CEL current at the time of the previous calculation of the CEL Increase, or, in the case of the first calculation, the CEL current at the Start Date;

“**Central Funding**” means all funding, payments and fees in relation to the Network Services to be provided by the Scottish Funding Council, JISC, UKERNA or any other relevant authority, governmental organisation or charity to the RNO, other than sums paid or payable under a commercial contract for full consideration;

“**Change**” means any variation to the terms of this Agreement, including the Specification, made pursuant to the Change Management Procedure;

“**Change Management Procedure**” means the process by which Changes are to be agreed as set out in clause 23;

“**Charges**” means the charges to be paid by the Institution for the Network Services as set out at Schedule 4;

“**Confidential Information**” means any of the RNO’s or the Institution’s (as the case may be) trade secrets or confidential or proprietary information (and in respect of the RNO includes any of UKERNA’s or the Supplier’s or the Member Institutions’ confidential or proprietary information), but which excludes any information: (a) that is publicly known or becomes publicly known other than by a breach of this Agreement; (b) that, when it was disclosed to the other party, was already known by that party; (c) that, after being disclosed to the other party, is disclosed to that party again by a third party at liberty to disclose it; or (d) both parties agree in writing is not confidential;

“**Customer**” means an institution accessing services of the RPAN which is not a Member Institution;

“**Data Protection Legislation**” means the Data Protection Act 1998 and any subordinate legislation or regulations produced pursuant thereto;

“**Dispute Officer**” means the individual appointed by each party as the primary contact for the resolution of disputes, currently those individuals identified in Schedule 5 as replaced from time to time and notified to the other party;

“**Expert**” means any person appointed by the parties (in accordance with the provisions of clause 22.3) to determine a dispute in accordance with the provisions of clause 22;

“**Hardware**” means any computer equipment, file-servers, web-servers, network cards, disk drives, modems, telecommunications equipment (including wide area and local area equipment), cache devices, uninterruptable power supplies, fail-over generators, ISDN gateways, video multi-control units, fixtures, fittings and other hardware;

“**Health and Safety Legislation**” means the Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1992 and any other regulations, statutory instrument or codes of practice arising out of any such legislation;

“**Intellectual Property Rights**” means any rights in or to any patent, copyright, data base right, design right, utility model, trade mark, brand name, service mark, trade name, business name, chip topography right, know how or confidential information and any other rights in respect of any other industrial or intellectual property, whether capable of being registered or not and including all rights to apply for any of the foregoing rights;

“**Interfaces**” means the interfaces between any Software or Hardware, including the interface between the Apparatus and the System;

“**Interconnection**” means the connection of the Apparatus to the System at the Point of Presence which provides the Institution with the ability to achieve network connectivity between the Network and the internet or the network of any third party subject only to any restriction or limitation provided for in any agreement regulating any such connection;

“**JISC**” means the Joint Information Systems Committee;

“**Member Institutions**” means the individual institutions of higher or further education (or any of them) each being a member of the RNO;

“**Network**” means a network that connects the Hardware of each Member Institution or Customer to the Hardware of any other Member Institution or Customer such that each Member Institution and Customer is able to achieve a degree of interconnection with one or more Member Institutions and Customers;

“**Month**” means any calendar month;

“**Network Services**” means the services to be provided by or on behalf of the RNO to the Institution as anticipated by this Agreement and set out in Schedule 1;

“**Notice Period**” means three months;

“**Personnel**” means the directors, employees, consultants, agents, advisors or sub-contractors of the Supplier, the RNO, UKERNA or the Institution as applicable;

“**Point of Presence**” means the point at which the Apparatus is connected to the System;

“**RNO Connection Policy**” means the document setting out the RNO’s policies relating to the acceptable use, security and connection to the System (incorporating UKERNA’s Acceptable Use Policy applicable to the RPAN) as amended from time to time, [the current version of which being attached to this Agreement at Schedule 3];

“**RNO Equipment**” means the Hardware and Software to be provided by RNO to the Institution in the course of providing the Network Services;

“**RNO SLA**” means the service level agreement relating to that part of the Network Services obliged to be provided by or on behalf of RNO pursuant to the RPAN Services Agreement, as set out in Schedule 2;

“**RPAN**” means the regional academic network produced by the RNO under the terms of the RPAN Services Agreement and, with respect to any telecommunications, from the Supplier(s) under the terms of the Supplier Agreement(s);

“**RPAN Services Agreement**” means the agreement for the provision of the RPAN made between the RNO and UKERNA on [];

“**Senior Officer**” means the individual appointed by each party to whom disputes will be escalated, currently those individuals identified in Schedule 5 as replaced from time to time and notified to the other party;

“**Site**” means the premises (or any of them) belonging to or used by the Institution as a location for any part of the System, including the Point of Presence identified in the Specification;

“**Software**” means any computer programs, operating systems, firmware and all associated files and data (including job control and other procedure language files, macros and configuration files);

“**Specification**” means a detailed description of the System and the Apparatus necessary for the performance by RNO of its obligations under this Agreement as further described in clause 3.1;

“**Start Date**” means notwithstanding the date of this Agreement, 1st October 2001;

“**Supplier**” means any person responsible for the provision of the telecommunications infrastructure under the terms of a Supplier Agreement;

“**Supplier Agreement**” means an agreement between any Supplier and the RNO for the provision of telecommunications equipment and maintenance and support services;

“**Supplier Equipment**” means the Hardware and Software to be provided by each Supplier pursuant to a Supplier Agreement;

“**System**” means the UKERNA Equipment, the Supplier Equipment and the RNO Equipment to be supplied by or on behalf of RNO as anticipated by this Agreement and references to the System includes any part of the System;

“**Term**” means a shorter of thirty six (36) Months or the remainder of the term of the RPAN Services Agreement, subject to earlier termination;

“**UKERNA**” means the JNT Association (company number 2881024) whose registered offices is at Atlas Centre, Chilton, Didcot, Oxon OX11 0QS;

“**UKERNA Equipment**” means the Hardware and Software to be provided by UKERNA at any Site as detailed in the Specification and which is necessary for the parties to achieve Interconnection;

“**Working Day**” means any day which is not a Saturday, Sunday or a public holiday in Scotland; and

“**Working Hours**” from 08:00 hours to 17:00 hours on a Working Day.

- 1.2 In this Agreement, unless the context otherwise requires:
- 1.2.1 references to Clauses and Schedules are references to clauses of and schedules to this Agreement;
 - 1.2.2 words importing one gender shall include all genders;
 - 1.2.3 the clause headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
 - 1.2.4 references to any person include references to any human being, company, body corporate, association, joint venture, partnership, trust and any legal entity capable of suing and being sued;
 - 1.2.5 references to any statute, enactment, order, statutory provision or statutory instrument or other similar instrument include a reference to that statute, statutory instrument together with all rules and regulations made under it or them all as from time to time amended, consolidated or re-enacted.
 - 1.2.6 references to “document”, “records”, “books” and “data” shall include information contained in computer programs and disks and records or other machine readable forms or records kept otherwise than in a legible form but capable of being produced in legible form;
 - 1.2.7 the Schedules shall be deemed to form part of, and be construed as one with this Agreement and any reference to this Agreement shall include the Schedules;
 - 1.2.8 the word “including” shall be understood to mean “including without limitation” and the word “includes” shall be understood to mean “includes without limitation”; and
 - 1.2.9 in the event of any conflict between the clauses of this Agreement and the terms set out in any Schedule, the clauses of this Agreement shall have precedence.

2. PURPOSE OF AGREEMENT

2.1 Subject to:

- 2.1.1 compliance by UKERNA with its obligations under the RPAN Services Agreement;

- 2.1.2 compliance by the Supplier with its obligations under the Supplier Agreement;
- 2.1.3 compliance by each of the Member Institutions and each Customer with each of their respective obligations under their respective Network Service Agreements with the RNO; and
- 2.1.4 reasonable access for the RNO's Personnel to the Site;

RNO shall provide the Institution with the Network Services.

- 2.2 The Institution confirms that the Network Services are to be used by it only in accordance with the terms of this Agreement and that its use of and access to the Network Services will comply with the terms of the RNO Connection Policy and the RNO SLA.

3. PROVISION OF THE SYSTEM

- 3.1 Within 15 Working Days of the Start Date, the RNO shall send to the Institution the Specification setting out:

- 3.1.1 the technical specification for the Apparatus, the System, the Point of Presence and any Interface between the Apparatus and the System, including any operational and performance criteria and/or any environmental and accommodation requirements;

- 3.1.2 any preparation of the Site that is to be undertaken by the Institution; and

- 3.1.3 a timetable for the installation of the Apparatus and the System;

- 3.2 The Institution shall:

- 3.2.1 suitably prepare or procure the preparation of and maintain as satisfactory for its purposes the Site for the delivery and installation of the System in all material respects in accordance with the Specification;

- 3.2.2 identify, monitor, remove, or dispose of any known hazardous materials prior to any work being performed by the RNO, UKERNA, the Supplier or the RNO's, UKERNA's or the Supplier's Personnel at the Site;

- 3.2.3 grant or procure the grant to the RNO, UKERNA, the Supplier or the RNO's, UKERNA's or the Supplier's Personnel such rights of access to the Site as the RNO, UKERNA or the Supplier reasonably requires pertaining to the Site;
 - 3.2.4 provide to the RNO, UKERNA, the Supplier or the RNO's, UKERNA's or the Supplier's Personnel such information as the RNO, UKERNA or the Supplier reasonably requires pertaining to the Site ;
 - 3.2.5 notify the RNO, UKERNA, the Supplier or the RNO's, UKERNA's or the Supplier's Personnel, before any such person enters onto the Site, of any existing technical or other facilities, including, but not limited to water, electricity and gas, which could be damaged during the installation of the System;
 - 3.2.6 procure, at its own expense, a secure electricity supply of such type, at such points and with such connections as the RNO shall reasonably require in connection with the Network Services (no electricity will be supplied by the RNO), including back-up power with sufficient capacity to conform to the stand-by requirement of the relevant British Standards as needed if the Network Services, including the provision of access to emergency services is required to continue uninterrupted in the event of a power failure in the principal power supply; and
 - 3.2.7 provide all reasonable assistance and facilities and any necessary installations and fittings reasonably required by the RNO and shall continue to provide such resources at its own cost.
- 3.3 RNO shall use its reasonable endeavours to procure the delivery of the System to the Institution and use its reasonable endeavours to procure the installation of the System at the Site.
- 3.4 In relation to the delivery and installation of the System at the Institution's site, the RNO shall, and shall use reasonable endeavours to procure that UKERNA and the Supplier shall, consider the Institution's requests but the Institution acknowledges that UKERNA's, the Supplier's and the RNO's reasonable decisions in respect thereof shall be final and binding.
- 3.5 The RNO shall be responsible for the implementation of any testing procedures in respect of the System or the Network Services.

- 3.6 Unless otherwise agreed with the RNO, UKERNA or the Supplier, the Institution will, and will procure that any third party provider of the Site will:
- 3.6.1 ensure that the System required to be housed at the Site is housed in accordance with the RNO's, UKERNA's or the Supplier's reasonable instructions as may be given from time to time;
 - 3.6.2 ensure that the System is not moved, modified, relocated, or in any way interfered with unless instructed by the RNO, UKERNA or the Supplier;
 - 3.6.3 not cause the System to be repaired, serviced, or otherwise attended to except by an authorised representative of the RNO, UKERNA or the Supplier;
 - 3.6.4 not remove, tamper with, or obliterate any words or labels on the System;
 - 3.6.5 not create or allow any charges, liens, pledges, or other encumbrances whatsoever to be created over the System;
 - 3.6.6 use the System only in accordance with such reasonable instructions as may be given by the RNO, UKERNA or the Supplier;
 - 3.6.7 on receiving reasonable prior notice from the RNO, UKERNA or the Supplier permit the RNO, UKERNA or the Supplier during Working Hours and at such other times as is reasonably necessary to have access to the Site, in order to inspect and test the System; and
 - 3.6.8 on receiving reasonable prior notice from the RNO, UKERNA or the Supplier allow the RNO, UKERNA or the Supplier access to the Site to remove the System so long as such removal will not in any way affect the ability of the RNO to provide the Network Services to the Institution. Should any construction or alteration to the Site have occurred to facilitate any part of the Network Services or the RPAN, the RNO will undertake (or procure the) restoration, redecoration and/or reinstatement of the Site to a reasonable standard as may be reasonably required by the Institution.
- 3.7 The Institution will, in so far as is reasonably practical, comply with the RNO's, UKERNA's or the Supplier's reasonable requests to configure and modify the System during Working Hours. The RNO will pay the Institution its reasonable third party costs and expenses incurred by the Institution in complying with its obligations in this clause. For the avoidance

of doubt, the Institution will not receive any payment for any work or act carried out by any of its Personnel in complying with its obligations in this clause.

- 3.8 The Institution will advise the RNO in writing of all health and safety at work rules and regulations, of all known dangerous objects and substances, and any other reasonable security requirements applicable at the Site.
- 3.9 The System and the RPAN is and will remain the property of the RNO and the RNO will insure all equipment which it owns in the Site for fire, theft and accidental damage.
- 3.10 The Institution will inform the RNO if UKERNA or the Supplier is unable to gain access to the Site or if there are any health and safety rules or regulations or known dangerous objects and substances at the Site which prevent UKERNA or the Supplier from installing the System as soon as practical after it has been informed by UKERNA or the Supplier of these events.
- 3.11 The Institution may request an increase in the capacity of the System beyond that detailed in the Specification and the RNO may, in its absolute discretion, determine whether or not to make available such increased capacity provided that neither party has served notice of termination. Any such request shall be made using the Change Management Procedure.

4. CONNECTION OF FURTHER SITES

- 4.1 If the Institution wishes to have any further Sites connected to the RPAN, it shall be entitled to submit a written request to the RNO and the further Site shall be connected to the RPAN in accordance with the Change Management Procedure.
- 4.2 If the Institution wishes to apply for the connection of a person who is not a Member Institution to the RPAN, the Institution shall propose that any such person should be entitled to apply for a Network Services Agreement for the supply of the Network Services.
- 4.3 RNO shall be responsible for acceptance testing procedures under the RPAN Services Agreement in relation to any additional Site so connected.

5. USE OF THE NETWORK SERVICES

- 5.1 Subject to this clause 5 the parties agree that the Institution shall be permitted to use the Network Services to achieve Interconnection.

- 5.2 The parties agree that the RNO shall not be liable for and is indemnified by the Institution without limit in respect of any costs or claims whatsoever (including costs associated with resolving any Interface) relating to the Interconnection or the use by the Institution or any other person of the System and the Network Services.
- 5.3 The Institution undertakes to use the Network Services in accordance with such reasonable operating instructions as may be notified in writing or verbally (and confirmed in writing) to it by or through the RNO from time to time, including the RNO Connection Policy, and in accordance with any telecommunications or other licences which govern the running of a telecommunication system by the RNO, the Supplier or the Institution.
- 5.4 Without limitation to the generality of the foregoing and clauses 7.1 and 9.1 the Institution undertakes not to use the Network Services or to permit the Network Services to be used:
- 5.4.1 for the communication or transmission of any material which is defamatory, offensive or abusive or of an obscene, nuisance, hoax, threatening or menacing character, is calculated to demean, denigrate or be discriminatory of any person or vitiate their human or moral rights save as is proper in law;
 - 5.4.2 in a manner which constitutes a violation or infringement of the legal rights of any person, firm or company (including but not limited to rights of copyright or confidentiality);
 - 5.4.3 in a manner that is associated with a criminal offence or any fraudulent activity; or
 - 5.4.4 in any way that is contrary to the RNO Connection Policy or as reasonably instructed by UKERNA or its sub-contractors.
- 5.5 The Institution will provide the RNO, UKERNA or the Supplier with all assistance reasonably requested by the RNO, UKERNA or the Supplier relating to any fraudulent, illegal or criminal activity on the RPAN and will act in good faith and co-operate with the RNO, UKERNA or the Supplier in any investigation which the RNO, UKERNA or the Supplier is carrying out into fraudulent, illegal or criminal activity.
- 5.6 The RNO will provide the Institution with all assistance reasonably requested by the Institution relating to any fraudulent, illegal or criminal activity on the RPAN and will act in good faith and co-operate with the Institution in any investigation which the Institution is carrying out into fraudulent, illegal or criminal activity.

5.7 If the Network Services or the RPAN are being used for fraudulent, illegal or criminal activity affecting the RPAN, the Institution will comply with all reasonable instructions of the RNO and will take any necessary and proportionate action requested by the RNO to ensure that the fraudulent, illegal or criminal activity is stopped.

5.8 The Institution undertakes not to:

5.8.1 re-sell or to permit the resale directly or indirectly for money or money's worth the Network Services, or any part, (including but not limited to rights of copyright or confidentiality);

5.8.2 subject to clause 4, allow any third party to connect to the System or receive or make use of the Network Services directly or indirectly for no consideration.

The parties agree that a breach of this provision shall constitute a material breach of this Agreement to which the provisions of clause 6 may apply but that, depending on the circumstances, this is a breach which may be capable of remedy and shall, where possible, be remedied by the Institution which shall be given a reasonable opportunity within a period of 10 Working Days to effect such remedy. The Institution agrees to allow the RNO and any relevant Supplier access at their reasonable request to the Apparatus, in order to monitor and check for the re-occurrence of any such resale or access.

5.9 The Institution will use all reasonable endeavours to implement and maintain appropriate security measures against:

5.9.1 unauthorised Interconnection;

5.9.2 unauthorised processing or modification of any data transmitted on or over the RPAN; and

5.9.3 accidental loss or destruction of, or damage to data transmitted on or over the RPAN.

6. SUSPENSION OR LIMITATION OF THE NETWORK SERVICES

6.1 The Institution accepts that the Network Services may be suspended in the event of (and on the terms of) the suspension by UKERNA or the Supplier of any relevant service and will not make a claim against the RNO in respect of such a suspension unless and to the extent that the suspension arises from any neglect, or wilful default by the RNO.

6.2 Subject to the Appeal Procedure, the RNO will at all times have the right to suspend or limit the Network Services or the Interconnection at any time if: (a) the Institution is in breach of any of its obligations under this Agreement, including any obligation to make any payment, the obligations set out in clauses 5.4, 5.5, 5.8 and 5.9 or if, by means of the Interconnection, the Network Services or the RPAN are being used for any fraudulent, illegal or criminal activity; or (b) the RNO reasonably suspects that the Institution is in breach of any of its obligations set out in clauses 5.4, 5.5, 5.8 and 5.9 or that the Network Services or the RPAN is or may be being used for any fraudulent, illegal or criminal activity, provided that:

6.2.1 the RNO acts in a reasonable and proportionate manner;

6.2.2 the RNO, where practical, lawful and reasonable to do so, gives the Institution reasonable advance notice of the suspension or limitation;

6.2.3 where it is not practical, lawful and reasonable to do so, gives the Institution notice as soon as reasonably practicable of the suspension or limitation;

6.2.4 the RNO restores all Interconnection to the Institution as soon as reasonably practical save that the duration of any such suspension or limitation shall be in the sole discretion of the RNO.

7. SERVICE LEVELS

7.1 Provided that the Institution co-operates with the RNO in all material respects, the RNO shall use its reasonable endeavours to provide that part of the Network Services obliged to be provided by or on behalf of the RNO pursuant to the RPAN Services Agreement, and where agreed, the remainder of the Network Services (if any), in accordance with the RNO SLA.

7.2 The RNO may retain, utilise or apply, in its sole discretion, any service credits, reductions in the prices of services, rebates and other payments of a similar character made or to be taken into account under the terms of any RPAN Services Agreement.

7.3 The RNO may retain, utilise or apply, in its sole discretion, any additional payments, subscriptions, contribution and other payments made to the RNO of a similar character that accrue or fall to be taken into account under the terms of this Agreement or any other similar agreement with any Member Institution or Customer.

8. RNO'S EQUIPMENT

- 8.1 The Institution acknowledges that the System shall remain the property of UKERNA, the Supplier or their nominees or the RNO as applicable. The RNO may, subject to meeting all of its other commitments under this Agreement, procure any modification, substitution, renewal or addition to the System from time to time at its sole discretion. Other than in a situation that RNO decides and confirms to the Institution is an emergency, where any such modification would impact on the Network Services for the Institution or any other Customer then modifications will be carried out as a planned outage. The Institution will be provided with a minimum of 10 Working Days' notice of any outage save that in an emergency the RNO may make or procure any necessary temporary or permanent modifications, substitutions, renewals or additions to the System immediately, without prior notice to the Institution and the Institution shall then use its best endeavours to enable and support the RNO in the matter.
- 8.2 The Institution undertakes with the RNO that at all times it will ensure the safe keeping and proper use of the System at the Site whilst it is in its custody and shall be liable for any loss or damage to or claim in respect of the System pursuant to clause 8.3. In particular (but without prejudice to the generality of the foregoing) the Institution undertakes:-
- 8.2.1 to comply with all reasonable instructions in relation to the safe keeping and proper use of the System as the Supplier, or the RNO or UKERNA may notify to it;
- 8.2.2 not to (and to ensure that no other person shall) sell, let, transfer, dispose of, mortgage, charge the System or suffer any distress, seizure, execution, lien, pledge or other encumbrance to be levied against or of the System or otherwise do anything prejudicial to the Supplier's or the RNO's ownership rights in the System (or any part of the System);
- 8.2.3 to keep the System at its Site at all times;
- 8.2.4 not to add to, modify, or in any way interfere with, System;
- 8.2.5 notwithstanding clauses 8.2.3 and 8.2.4, in the case of circumstances that will or may on notification of them to the RNO be an emergency to take whatever steps as are reasonably necessary and to notify the RNO as soon as possible by whatever means are available of the circumstances;

- 8.2.6 not to cause the System to be repaired, serviced or otherwise attended to except by an authorised representative of UKERNA, the Supplier or the RNO (following notification of the circumstances giving rise to the repair, service or otherwise);
 - 8.2.7 not to do anything or knowingly to allow to subsist any circumstance, matter or thing, which is likely to damage the System or detract from or impair its performance or operation;
 - 8.2.8 not to remove, tamper with or obliterate any words or labels on the System or any part thereof;
 - 8.2.9 to permit UKERNA, the Supplier, the RNO or any Personnel of UKERNA, the Supplier or the RNO to inspect or test the System at all reasonable times upon reasonable notice; and
 - 8.2.10 at the request of the RNO to produce evidence to the RNO, UKERNA or any Supplier that it has effected and is maintaining suitable insurance in respect of the relevant risks relating to the System.
- 8.3 The Institution shall be liable for any loss or damage howsoever caused (including but not limited to lightning or electrical damage, fair wear and tear excepted) to the System at the Site except in so far as it has taken all reasonable precautions to prevent such loss or damage and the Institution on its own behalf undertakes to hold harmless and reimburse the RNO against all such loss, claims or damage.

9. INSTITUTION'S APPARATUS

- 9.1 The Institution shall be responsible for procuring the Apparatus and that the Apparatus is programmed, equipped, compatible and connected for use of the Network Services and connection to the System in accordance with the Specification and is such as to fulfil the requirements of the RNO SLA and RNO Connection Policy.
- 9.2 The Institution acknowledges that it alone and that neither the RNO, UKERNA nor the Supplier shall be responsible for the competence, sufficiency, repair and maintenance of the Apparatus.
- 9.3 The Institution shall ensure or procure that all the Apparatus complies with any relevant law. The RNO shall in so far as it is able, and as quickly as reasonably practicable, on such notice

as the circumstances permit procure the disconnection of the Apparatus from the System if the Apparatus does not, or ceases to conform to any relevant law or to applicable and material standards for the time being in force. The RNO may disconnect the Apparatus from the System if and for so long as the Institution does not fulfil its obligations under this clause 9 to a material extent or in a material particular or, if the Apparatus does not comply with any relevant law or may cause death of or any personal injury to any person, or material damage to property (including any Intellectual Property rights) or materially impair the System or the quality of the Network Services available to the Institution or any other person.

- 9.4 The Institution shall indemnify the RNO without limit against all claims, costs, demands and expenses (including reasonable legal cost) arising directly or indirectly out of any claim against RNO or its Personnel relating to the disconnection of the Apparatus from the System under the provisions of clause 9.3.

10. MAINTENANCE

- 10.1 If the Institution detects any defect or impairment in the operation or performance of the Network Services or the System, it shall immediately notify the RNO of any such defect or impairment.

- 10.2 The RNO may charge back to the Institution any service fee incurred or otherwise payable as a result of:

10.2.1 misuse by the Institution of or accidental or wilful damage by the Institution to the System;

10.2.2 failure by the Institution to comply with any of the provisions of this Agreement; or

10.2.3 fault in, or other problem associated with the Apparatus or telecommunications systems other than in the Network Services or the System.

11. RNO'S OBLIGATIONS

- 11.1 The RNO shall:

11.1.1 at all times act with good faith in its dealings with the Institution;

- 11.1.2 obtain all consents, licences and permissions it may require and which are necessary to enable it to supply the Network Services;
 - 11.1.3 comply with all relevant legislation, regulations, codes of practice, guidance and other requirements of any relevant government or governmental agency, including the Data Protection Legislation and the Health and Safety Legislation;
 - 11.1.4 engage at its own risk, cost and expense any of its Personnel as may be necessary to ensure the provision of the Network Services; and
 - 11.1.5 provide to the Institution such co-operation, information, advice and assistance in connection with the Network Services as the Institution may reasonably require.
- 11.2 The RNO shall not do anything, and shall procure that none of its Personnel does anything, that constitutes an offence under the Computer Misuse Act 1990.
- 11.3 The RNO shall use its reasonable endeavours to procure that the Supplier complies as soon as practicable with any reasonable request from the Institution to remove any of the Supplier's Personnel from involvement in the provision of the Network Services and replace him with a suitable alternative.
- 11.4 If the RNO experiences any delay caused by the Institution failing to comply with its obligations under this Agreement, the RNO shall give written notice to the Institution immediately, setting out the grounds on which it claims the Institution has breached this Agreement and the nature of and reason for the delay it is experiencing.

12. INSTITUTION'S OBLIGATIONS

12.1 The Institution shall:

- 12.1.1 co-operate with the reasonable requests of the RNO or the Supplier for assistance in the performance of the RNO's obligations under this Agreement and the RPAN Services Agreement;
- 12.1.2 allow the RNO's UKERNA's or the Supplier's Personnel access to the Site at all reasonable times necessary for the purpose of providing the Network Services, and, where appropriate, for the maintenance, inspection, testing and/or removal of the

System provided that the RNO, UKERNA or the Supplier shall be liable for any damage caused to the Site arising out of the negligence or wilful default of the RNO, UKERNA or the Supplier or the Personnel of any of them;

- 12.1.3 obtain all consents, licences and permissions it requires and which are necessary for the RNO, UKERNA or the Supplier to supply the Network Services or to enable it to use the Network Services.
 - 12.1.4 comply with all relevant legislation, regulations, codes of practice, guidance and other requirements of any relevant government or governmental agency, including the Data Protection Legislation and the Health and Safety at Work legislation;
 - 12.1.5 provide the RNO with all assistance reasonably requested by the RNO relating to any fraudulent, illegal or criminal activity on the RPAN and will act in good faith and cooperate with the RNO or UKERNA in any investigation which the RNO or UKERNA is carrying out into any such fraudulent, illegal or criminal activity; and
 - 12.1.6 if, by means of the Interconnection, the Network Services or the RPAN are being used for any fraudulent, illegal or criminal activity affecting the Network Services or the RPAN, comply with all reasonable instructions of the RNO or UKERNA and will take any necessary and proportionate action requested by the RNO or UKERNA to ensure that any such fraudulent, illegal or criminal activity is stopped.
- 12.2 The Institution shall not do or omit to do anything, and shall procure that none of its Personnel does or omits to do anything that constitutes an offence under the Computer Misuse Act 1990.
- 12.3 The Institution shall use its reasonable endeavours to implement and maintain appropriate security measures against:
- 12.3.1 unauthorised access to the RPAN;
 - 12.3.2 unauthorised processing or modification of any data transmitted on or over the RPAN; and
 - 12.3.3 accidental loss or destruction of, or damage to data transmitted on or over the RPAN.

13. AUTHORISED OFFICER

- 13.1 Each party shall appoint an Authorised Officer prior to the Start Date with authority to exercise any of that party's functions, rights and powers under the terms of this Agreement.
- 13.2 Each parties' Authorised Officer may appoint one or more deputies to act for him generally or for any specified purpose or period. Each Authorised Officer shall notify the other in writing of any such appointment, including any terms of the appointment.
- 13.3 On receipt of a reasonable written request from the other party, each party agrees that it will replace its Authorised Officer with any other suitably skilled and experienced person.
- 13.4 Any notice, information, instruction or other communication given or made by the Authorised Officer of one party to the Authorised Officer, or his nominated deputy of the other party, shall be deemed to have been given or made to the other.

14. FUNDING

- 14.1 The RNO shall use its reasonable endeavours to procure from JISC, UKERNA, the Scottish Funding Council or any other relevant authority, governmental organisation or charity all available Central Funding for the RPAN and for access to the UKERNA Network
- 14.2 The RNO shall (out of Central Funding and out of any installation, service charges and subscription charges payable for the provision of the Network Services under this Network Services Agreement and similar agreements with other Member Institutions, Customers or third parties) make the relevant payments to UKERNA and/or the Supplier and shall as far as possible enter into or procure the execution of any necessary preconditions to the supply of the Network Services with any other person.
- 14.3 If the Central Funding, is not granted, or the RNO is subject to any other costs relating to the provision of the Network Services not provided for by the Charges, the RNO may increase the Charges by an amount proportional to any shortfall in the Central Funding or the amount of any additional cost not provided for by the Charges.
- 14.4 If the RNO wishes to increase the Charges under the provisions of clause 14.3, the RNO shall act in good faith and divide any such increase appropriately and proportionally between one or more of the Member Institutions and/or Customers and any other person permitted to achieve Interconnection using the RPAN (having regard to which Member Institutions and/or

Customers use or otherwise benefit from the subject matter giving rise to the shortfall in question), provided always that the RNO's decision is final.

15. PAYMENT

- 15.1 The Institution shall pay the Charges to the RNO within 30 days of the date of any of the RNO's invoices ("Due Date") without any deduction, set-off, discount, abatement or otherwise.
- 15.2 If any payment is overdue, the Institution shall pay to the RNO interest on the amount overdue at the rate prescribed from time to time under the Late Payment of Commercial Debt (Interest) Act 1998 from the Due Date until payment, such interest shall accrue on a daily basis both before and after judgement.
- 15.3 The Charges are expressed exclusive of any VAT which shall be payable and accountable in addition and in like manner to the consideration to which it relates and shall in any event be paid on a date prior to the date on which the VAT falls to be accounted for to the Customs and Excise.
- 15.4 The RNO may increase the Charges with effect from the first anniversary of the Start Date and each subsequent anniversary by an amount no greater than the CEL Increase.

16. CONFIDENTIALITY

- 16.1 Subject to clause 16.3, neither party may use any of the other party's Confidential Information.
- 16.2 Subject to clause 16.3, neither party may disclose to any other person any of the other party's Confidential Information.
- 16.3 Either party may disclose the Confidential Information of the other:
- 16.3.1 when required to do so by law or any regulatory authority, provided that where practicable and lawful, the disclosing party
- 16.3.1.1 promptly notifies the other of a such a requirement; and

16.3.1.2 co-operates with the owner of the Confidential Information regarding the manner, scope or timing of such disclosure or any action that the owner may take to challenge the validity of such requirement; and

16.3.2 to its Personnel or any person whose duties reasonably require such disclosure on condition that the party making such disclosure ensures that each such person to whom such disclosure is made:

16.3.2.1 is informed of the obligations of confidentiality under this Agreement; and

16.3.2.2 complies with those obligations as if they were bound by them.

16.4 Neither party shall disclose the terms of this Agreement to any other person, except to its employees, contractors, directors, agents or advisers or any person whose duties reasonably required such disclosure and on the conditions contained within clause 16.3.2.

16.5 The provisions of this clause 16 shall survive the termination of this Agreement howsoever caused.

17. TERM AND TERMINATION

17.1 This Agreement shall have effect from the Start Date and continue for the duration of the Term.

17.2 Not less than 6 Months prior to the end of the Term, the parties will meet to discuss in good faith, any extension to the Term. If the parties are unable to reach agreement relating to the extension of this Agreement, this Agreement shall expire automatically at the end of the Term. If the parties reach an agreement relating to the extension of this Agreement, this Agreement shall continue on the terms of this Agreement as revised by the parties.

17.3 Either party ("**Terminating Party**") may terminate this Agreement immediately by written notice if:

17.3.1 the other commits any material breach of this Agreement, which, if the breach is capable of remedy, is not remedied within 10 Working Days of the Terminating Party providing the other with written notice specifying the breach and requiring its remedy;

- 17.3.2 the other undergoes a change of ownership or control to which the Terminating Party reasonably objects; or
- 17.3.3 a resolution is passed or an order is made for the winding up of the other (save for the purpose of a bona fide reconstruction or amalgamation) or the other becomes subject to an administration order, or a receiver or administrative receiver is appointed over any of the other's property or assets, or the other is insolvent or would be taken to be insolvent under section 123 of the Insolvency Act 1986 (save that the reference in that section to "£750" shall be replaced by "£10,000"), or the other is dissolved.
- 17.4 If the parties are unable to agree a Change required by the RNO as a result of any change arising out of the RPAN Services Agreement or the RNO Connection Policy, the RNO may terminate this Agreement by notice in writing. Any notice of termination served under the provisions of this clause 17.4 shall set out the date this Agreement is to end.
- 17.5 In the event that the RPAN Services Agreement is terminated for any reason the RNO may terminate this Agreement by notice in writing. The period of time set out in any such notice shall not be greater than any period of notice set out in an equivalent notice served under the terms of the RPAN Services Agreement.
- 17.6 Subject to the provisions of clause 18.3, the termination of this Agreement shall not prejudice any right or remedy of either party in respect of any breach or any rights, obligations or liabilities accrued prior to termination.

18. CONSEQUENCES OF TERMINATION

- 18.1 If this Agreement is terminated for any reason or expires, the Institution shall provide to the RNO or to UKERNA, at the reasonable request of either the RNO or UKERNA, such assistance as may be required in order to achieve an orderly transfer of the Network Services to UKERNA or any other service provider nominated by UKERNA and shall permit the RNO to novate this Agreement to UKERNA or any such other service provided nominated by UKERNA, but in any event in not more than 10 Working Days of any such request.
- 18.2 Upon the termination or expiry of this Agreement, the RNO will, subject to the RNO having a right of prior set off for any payment due to it, repay to the Institution the appropriate portion of any Charges paid in advance for any period.

18.3 To the exclusion of all other rights and remedies under this Agreement or otherwise at law (other than that of termination under clause 17), if this Agreement is terminated by the RNO in accordance with clause 17, prior to the expiry of the Term the Institution shall pay to the RNO:

18.3.1 all arrears of any Charges due to the RNO under this Agreement up to the date of termination; and

18.3.2 if requested by the RNO (other than in the event of a termination by the RNO by reason of the occurrence of an event described in clause 17.3.2 or 17.3.3) where the revocation or termination in question is not the result of an act, omission or breach by the RNO by way of liquidated damages, a sum equivalent to such payments as would have been payable by the Institution from the date of termination until end of the Term, together with such further sum as the RNO, acting reasonably, determines as being the costs arising out of the Institution ceasing to be a recipient of the RPAN (including without prejudice to this generality any costs or liabilities incurred to third parties pursuant to any contracts, arrangements or otherwise, whether such relate wholly or partly to the services provided to the Institution).

18.4 On termination of this Agreement for whatever reason, each party shall:

18.4.1 return to the other any of the other party's Confidential Information; and

18.4.2 provide the other party with a written notice, signed and otherwise completed by a director to certify its compliance with the provision of this clause 18.4.

19. LIMITATION OF LIABILITY

19.1 Nothing in this Agreement shall exclude or limit either party's liability for:

19.1.1 fraud or fraudulent misrepresentation on the part of such party or its Personnel;

19.1.2 personal injury or death caused by the negligence of such party or its servants or agents; or

19.1.3 any warranty as to title or quiet possession implied by statute.

- 19.2 The RNO's entire liability in respect of any single cause of action arising out of or in connection with this Agreement or its subject matter (whether for breach of contract, in negligence or any other tort, under statute or otherwise at all) shall be limited, to the extent that the cause of action relates to the Network Services, at its option, to:
- 19.2.1 supplying the Services again;
 - 19.2.2 payment of the cost of having the Services supplied again; or
 - 19.2.3 repaying to the Institution the amount the Institution paid in respect of the Services.
- 19.3 No claim shall be made to the extent that, as a result of such claim, the RNO's aggregate liability in respect of all causes of action arising out of or in connection with this Agreement or its subject matter (whether for breach of contract, in negligence or any other tort, under statute or otherwise at all) during any 12 Month period amount equal to the total of the sums due to the RNO from the Institution under this Agreement during that twelve Month period.
- 19.4 The RNO shall not be liable for any claim arising under this Agreement unless the Institution has given the RNO written notice of the claim within 12 Months of becoming aware of the circumstances giving rise to the claim or, if earlier, 12 Months from the time the Institution ought reasonably to have become aware of such circumstances.
- 19.5 The RNO shall not be liable for any claim, loss, damage, cost or expense (including legal cost) arising out of any act or omission of the Institution including, by way of example, those acts or omissions anticipated by clause 11.4.
- 19.6 Neither party shall, in any circumstances (including negligence) be liable for:
- 19.6.1 any indirect or consequential loss or damage at all; or
 - 19.6.2 any loss of business, capital, profit, reputation or goodwill, arising out of or in connection with this Agreement or its subject matter.
- 19.7 Without prejudice to any express term of this Agreement, the liability of each party to the other in contract, tort (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with this Network Services Agreement shall be limited to [£] for any one incident or series of events arising from a single incident subject to a cap of [£] in any one year starting on the Start Date or any anniversary thereof.

20. PUBLICITY

Neither party shall without the prior written approval (such approval not to be unreasonably withheld or delayed) of the other party directly or indirectly make any public announcement or give any release or statement to the press, television radio or other media relating to or in any way connected with this Agreement.

21. INTELLECTUAL PROPERTY RIGHTS

The Institution acknowledges that the Intellectual Property Rights in the System remain vested in the Supplier, the RNO, UKERNA, or any other propriety right owner.

22. DISPUTE RESOLUTION

- 22.1 The parties shall use all their reasonable endeavours to resolve disputes arising out of this Agreement (“**Dispute**”). If they fail to resolve a Dispute within 20 Working Days of one party giving written notice to the other of a Dispute, either party may refer the Dispute to the parties’ Dispute Officers who, each party shall ensure, shall co-operate in good faith to resolve the Dispute as amicably as possible within 20 Working Days of the Dispute being referred to them.
- 22.2 If the Dispute Officers fail to resolve the Dispute in the allotted time, the parties shall, at the written request of either party, refer the Dispute to the parties’ Senior Officers who, each party shall ensure, shall co-operate in good faith to resolve the Dispute as amicably as possible within 20 Working Days of the Dispute being referred to them.
- 22.3 If the Senior Officer fail to resolve the Dispute within 20 Working Days of the Dispute being referred to them, the parties shall, at the written request of either party submit, within 20 Working Days of receipt of the request, to determination of the Dispute by the Expert.
- 22.4 The Expert shall be mutually agreed and appointed by the parties within 10 Working Days of the receipt of either party’s request submitted under the provisions of clause 22.3 or, failing agreement, the Expert shall be appointed, at the written request of either party, by the President or Vice-President of the [Chartered Institute of Arbitrators] or (if that organisation ceases to exist or fails to appoint an expert within a reasonable period) a similar organisation nominated by the party requesting the appointment.

- 22.5 The Expert shall act as an ‘expert’ and not as an arbiter and his determination shall be final and binding, except in the case of manifest error.
- 22.6 The extent of the powers of the Expert shall be limited to:
- 22.6.1 Disputes in respect to the variation of the Charges in respect of any Change;
- 22.6.2 Disputes in respect of the payment of the Charges to the Supplier and any Dispute relating to any accounting matter. In determining any such Dispute the Expert shall apply only the Charges set out in Schedule 4; and
- 22.6.3 any other matter relating to the development or maintenance of the System.
- 22.7 The Expert shall be free to decide the determination procedure to be adopted and the parties shall execute any document which the Expert reasonably requests in order to implement that procedure.
- 22.8 All negotiations and proceedings connected with the Dispute, including those under clauses 22.1 and 22.2 shall be conducted in the strictest confidence.
- 22.9 Except for any party’s right to seek interlocutory relief in the courts, no party may commence other legal proceedings under the jurisdiction of the courts or any other form of arbitration until 20 Working Days after the Expert has completed his determination of the Dispute, and then only on grounds that the Expert’s determination is made on the basis of manifest error.
- 22.10 If, with the assistance of the Expert, the parties reach a settlement, such settlement shall be reduced to writing and once signed by a duly authorised representative of each of the parties, shall be binding on the parties.
- 22.11 Subject to contrary determination by the Expert, the parties shall:
- 22.11.1 bear their own legal and other costs under this clause 22; and
- 22.11.2 the costs and expenses of the Expert shall be borne by the parties equally.
- 22.12 Except in the case of fraud or death or personal injury caused by negligence, the Expert shall have no liability to the parties in relation to the performance of the Expert’s duties as

contemplated by this clause 22. This clause 22 is enforceable against the parties by the Expert in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

23. CHANGE MANAGEMENT PROCEDURE

23.1 Any change to this Agreement, including any of the Schedules (“**Change**”) shall be made in accordance with the provisions of this clause 23.

23.2 Either party may make a request for any Change (“**Change Request**”). Any Change Request shall be in writing and shall be delivered to the Authorised Officer of the other party.

23.3 The Change Request shall set out all the Changes that are proposed to be made to this Agreement.

23.4 Promptly on receipt of the Institution’s Change Request or on delivery to the Institution of its own Change Request (as applicable) the RNO shall deliver to the Institution a written proposal (“**Change Proposal**”) setting out the fees (“**Change Price**”) which the Supplier proposes, if the Change Request is to be agreed. In any event, the Change Prices shall be calculated in accordance with the Charges or, if they are not applicable, the RNO’s standard pricing policies in effect at the relevant time. The Change Proposal shall indicate how the Change Price is calculated and shall indicate when any additional amount to be paid by the Institution is to be paid.

23.5 Where:

23.5.1 a Change arises out of a Change Request submitted by the Institution, the Institution may accept or reject the Change Proposal;

23.5.2 a Change arises out of a Change Request reasonably submitted by the RNO, the Change Proposal may be accepted by the Institution, such acceptance not to be unreasonably refused or delayed; or

23.5.3 where the Change Request arises out of any Change necessarily arising out of any change arising under the RPAN Services Agreement the Change Proposal shall be accepted by the parties without delay.

23.6 If the parties accept a Change Proposal, the Authorised Officer of each party shall sign and date the Change Proposal in confirmation of such acceptance.

23.7 Following acceptance of a Change Proposal this Agreement shall be amended in accordance with:

23.7.1 the Change Proposal; and

23.7.2 the Change Request to which the Change Proposal relates.

23.8 Unless a Change Proposal has been accepted by the parties in accordance with clause 23.6, this Agreement shall not be varied or amended in any way whatsoever.

24. GENERAL

24.1 Force majeure: the RNO shall not be liable to the Institution for any delay in, or failure of, performance of the RNO's obligations under this Agreement arising from any cause beyond its reasonable control including any of the following act of God, governmental act, war, fire, flood, explosion or civil commotion, failure in information technology or telecommunications services, failure of a third party (including failure to supply data) and industrial action.

24.2 If any event of Force Majeure lasts for a continuous period of 25 Working Days either party may terminate this Agreement with immediate effect on giving written notice to the other and neither party shall be liable to the other for such termination.

24.3 Exclusion of other terms: This Agreement sets out the entire agreement and understanding between the parties in connection with its subject matter. In particular, but without limitation to the generality of the foregoing, the Institution warrants and represents that in entering into this Agreement it has not relied upon any statement of fact or opinion made by the RNO or its Personnel which has not been included expressly in this Agreement. Nothing in this clause 24.3 shall affect the liability of either party in respect of any misrepresentation, warranty or condition that it makes fraudulently.

24.4 Assignment: The Institution may not assign or in any other way make over to any third party the benefit of this Agreement, either in whole or in part, without RNO's express prior written consent. Subject to the provision of a written notice, the RNO may assign the benefit of this Agreement, either in whole or in part, to any third party.

24.5 Waiver: Failure by either party to exercise or enforce any rights, or the giving of any forbearance, delay or indulgence, will not be construed as a waiver of its rights under this Agreement or otherwise.

24.6 Notices: Notices under this Agreement shall be in writing. Notices may be delivered to the other party by hand or sent by first class mail or by facsimile transmission or by email. Correctly addressed notices shall be deemed to be delivered.

24.6.1 if delivered by hand, on the day of delivery if delivered before 16:00 hours of any Working Day and otherwise the next Working Day;

24.6.2 if sent by first class mail, two Working Days after posting; and

24.6.3 if sent by facsimile transmission or by email, on the day of transmission if sent before 16:00 hours of any Working Day and otherwise the next Working Day.

Notices shall be sent to the other as follows:

For the RNO

For the Institution

Contact:

Address:

Fax:

Email:

24.7 Severance: If any provision of this Agreement is or becomes invalid or unenforceable it will be severed from the rest of this Agreement so that it is ineffective to the extent that it is invalid or unenforceable and no other provision of this Agreement shall be rendered invalid, unenforceable or be otherwise affected.

24.8 Survival: The provisions of clauses 5.2, 9.4, 12.1.5, 16, 17.6, 18, 19, 20, 24.3, 24.5, 24.7 and 24.10 shall survive the termination of this Agreement for any reason.

24.9 Relationship: Nothing in this Agreement shall make either party the agent or partner of the other, or give either party the power to bind the other.

24.10 Third Party Rights: Except for the provisions of clauses 5.4, 5.8, 5.9, 10.2, 12.1, 16, 18.1, 19, 20, 21 and 22 which shall be enforceable by UKERNA, the Supplier or the Expert as applicable, nothing in this Agreement shall confer on any third party benefits under the provisions of the Contracts (Rights of Third Parties) Act 1999; save that the Institution acknowledges that obligations enforceable by or owed to the RNO may be enforced by and owed to Dundee University as agent for the RNO.

24.11 Amendment: This Agreement may not be amended, modified, varied or supplemented except in writing signed by or on behalf of both parties.

24.12 Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of Scotland. The parties hereby prorogate to the non-exclusive jurisdiction of the Scottish Courts.

IN WITNESS WHEREOF these presents consisting of this and the [] preceding pages are executed as follows:

Signed on behalf of **THE UNIVERSITY
COURT OF THE UNIVERSITY OF
DUNDEE**, for itself and as agent for FaTMAN
and its Members by its duly authorised
representative before this witness:

.....
(Signature)
.....
(Print Name)

Name
Address
.....

Signed on behalf of
[Institution]
by its duly authorised representative before this
witness:

.....
(Signature)
.....
(Print Name)

Name
Address
.....

This is Schedule 1 to the Network Services Agreement between (1) Dundee University and (2) [Institution]

SCHEDULE 1

Network Services

[To be supplied]

This is Schedule 2 to the Network Services Agreement between (1) Dundee University and (2) [Institution]

SCHEDULE 2

RNO SLA

[To be supplied]

This is Schedule 3 to the Network Services Agreement between (1) Dundee University and (2) [Institution]

SCHEDULE 3

RNO Connection Policy

[To be supplied]

This is Schedule 4 to the Network Services Agreement between (1) Dundee University and (2) [Institution]

SCHEDULE 4

Charges

[To be supplied]

This is Schedule 5 to the Network Services Agreement between (1) Dundee University and (2) [Institution]

SCHEDULE 5

Contacts

| <u>Role</u> | <u>RNO</u> | <u>Institution</u> |
|---------------------------|------------|--------------------|
| Authorised Officer | [name] | [name] |
| | T: | T: |
| | F: | F: |
| | E: | E: |
| Dispute Officer | [name] | [name] |
| | T: | T: |
| | F: | F: |
| | E: | E: |
| Senior Officer | [name] | [name] |
| | T: | T: |
| | F: | F: |
| | E: | E: |