



Eduserv Athens Identity Management Services

CLIENTNAMEHERE

EXAMPLE

Athens Identity Management Services

The CLIENTNAMEHERE ("the Client") and Eduserv Technologies Ltd ("ETL") have agreed to the purchase and provision of services in accordance with the terms and conditions set out below.

1. Definitions

- 1.1. CONTRACT means the contract between the above named parties consisting of this contract document, a service level agreement and a payment schedule.
- 1.2. THE CLIENT means CLIENTNAMEHERE
- 1.3. EDUSERV TECHNOLOGIES LTD means Eduserv Technologies Ltd, company registration number 4256630, having its registered office at Queen Anne House, 11 Charlotte St, Bath, BA1 2NE.
- 1.4. COMMENCEMENT DATE means the agreed date that this contract commences.
- 1.5. SERVICE LEVEL AGREEMENT means the documents and materials attached hereto setting out the detailed client requirements for the contract and nature of the services Eduserv Technologies Ltd has agreed to perform.
- 1.6. PAYMENT SCHEDULE means the schedule detailing the amount and timing of payments due from the Client to Eduserv Technologies Ltd under this Contract.
- 1.7. SERVICE means services, including Athens Identity Management or other services, described and detailed in the Services Schedule.
- 1.8. INTELLECTUAL PROPERTY RIGHTS means patents, trademarks, service marks, design rights, applications for any of the forgoing, copyright, database rights, know-how, trade of business names and other similar rights or obligations whether registrable or not in any country.

Athens Identity Management Services

2. Fees

- 2.1 The Client shall pay Eduserv Technologies Ltd the fees as set out in the Payment Schedule.
- 2.2 Fees set out in the Payment Schedule are exclusive of any VAT (if applicable). VAT, where applicable, shall be shown separately on all invoices as a net extra charge.
- 2.3 The Client agrees to pay all invoices within 30 days of the issue of invoices.
- 2.4 The Client agrees to pay Eduserv Technologies Ltd interest on overdue invoices at a rate not exceeding 5% above the Royal Bank of Scotland base rate.
- 2.5 Where a Client fails to pay outstanding invoices by the due date, Eduserv Technologies Ltd may, at its absolute discretion, suspend part or all of its services until any outstanding amounts have been paid.
- 2.6 Where a Client is invoiced for additional costs or incidental expenses, then Eduserv Technologies Ltd agrees to maintain records of the costs incurred for a period of two years after the completion of the Service, and to make these records available for inspection by the Client.

3. Term of Contract

- 3.1 This contract shall commence on COMMENCEMENTDATEHERE
- 3.2 This contract shall be for a period of three years from the commencement date.
- 3.3 Following the expiry of the contract, the contract shall automatically be renewed for another period of twelve months, unless either party has given three months notice, in writing, of their decision not to renew.
- 3.4 Eduserv Technologies Ltd may give notice to the Client of their intention to revise the Payment Schedule, by giving the Client written notice, at least four months notice prior to the expiry of the original Contract period.

Athens Identity Management Services

4. Security

- 4.1 Eduserv Technologies Ltd shall take all reasonable steps to ensure the continuity of the Service, by providing adequate physical of all premises where the Service is carried out, or where the services are provided from.
- 4.2 Eduserv Technologies Ltd shall take also take all reasonable steps to ensure the non-physical security of the services they provide. This may include the installation of firewalls, anti-virus software, and other technical measures.

5. Corrupt Gifts or Payments

- 5.1 Eduserv Technologies Ltd shall not offer or give, or agree to give, to any representative of the Client, or any related party, any gift or consideration of any kind as an inducement or reward in relation to obtaining or execution of this or any other contract with the Client.

6. Intellectual Property Rights (IPR)

- 6.1 Material produced in the performance and during the currency of this contract, including, but not limited to, any data, reports, drawings, specifications, designs, inventions, systems or materials shall remain the property of Eduserv Technologies Ltd.

7. Confidentiality

- 7.1 Both parties shall keep secret and not disclose, and shall procure that their employees keep secret and do not disclose, any information of a confidential nature of the other obtained by them by reason of this contract, except information which is in and public domain. The provision of this clause shall survive the termination of this contract.
- 7.2 Information (including personal information) obtained by either party in the course of performing the Service shall only be used for the purposes of the Service.
- 7.3 Where applicable, both parties shall observe the provisions of the Data Protection Act 1998.

Athens Identity Management Services

8. Termination

8.1 Eduserv Technologies Ltd shall notify the Client in writing immediately upon the occurrence of any of the following events:

- if a petition is presented for Eduserv Technologies Ltd's bankruptcy
- if a criminal bankruptcy order is made against Eduserv Technologies Ltd
- if, for the benefit of creditors, an administrator is appointed to manage the affairs of Eduserv Technologies Ltd.

9. Warranty and Indemnity

9.1 Eduserv Technologies Ltd warrants to the Client that its obligations under this contract will be performed with reasonable skill, care and diligence and to such high standards of quality as it is reasonable for the Client to expect in all circumstances.

9.2 Without prejudice to any other remedy, if any part of the Service is not performed in accordance with the contract then the Client shall be entitled to require Eduserv Technologies Ltd to promptly re-perform or replace the relevant part of the Service without additional charge to the Client.

9.3 Eduserv Technologies Ltd shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this contract or any other claims of demands which may be brought or made against it by any person suffering injury, damage or loss in connection with this contract.

10. Liability

10.1 Notwithstanding any other provision in this Agreement:

10.1.1 ETL will only be liable for claims relating to the Service or otherwise relating to or arising out of this Contract that are notified to ETL within 12 months of the date of the occurrence of the circumstances giving rise to the claim; and

Athens Identity Management Services

- 10.1.2** subject always to clause 10.5, ETL's total liability to the Client under or in connection with this Contract or relating to the provision of the Service,
- whether in tort (including negligence), contract, breach of statutory duty, equity or otherwise arising from the relationship between the parties, shall be limited to direct losses or damages to tangible property and will not (when aggregated with all other successful claims made by the Client against ETL under or relating in any way to this Agreement or the provision of the Service) exceed a sum equal to the aggregate payments received by ETL under this Contract in the 12 months prior to the occurrence of the event giving rise to the liability.
- 10.2** Notwithstanding the generality of clause 10.1 ETL shall not be liable for:
- 10.2.1** any consequential indirect or special loss suffered by the Client including without limit damage or corruption to the Client's systems or software or data or loss of profit, business, contract, revenue, goodwill or anticipated savings;
- 10.2.2** any loss resulting from liability of the Client to any third party;
- 10.2.3** the transmission or reception of information from or to ETL's systems;
- 10.2.4** the acts and omissions of telecommunications providers whose services and equipment are used in connection with the Service including without limit a failure of their equipment;
- 10.3** We do not accept any liability in connection with the operation of any resource, supplier's site or other web-site which may be accessed using the Athens accounts of your Athens account holders, nor in respect of any goods or services purchased from a supplier. Your rights and obligations (and those of your Athens site or web-site, or goods or services purchased shall be governed by the terms and conditions of use (including any licence conditions) of the provider.
- 10.4** Except as provided in this clause 10, ETL's liability to the Client, whether in tort (including negligence), contract, breach of statutory duty, equity or otherwise arising from the relationship between the parties under this Agreement, is excluded to the fullest extent permitted by law.
- 10.5** Nothing in this clause 10 or any other provision of this Agreement shall operate to

Athens Identity Management Services

exclude or restrict ETL's liability for death or personal injury caused by its own negligence or for fraudulent misrepresentation.

- 10.6** Each of the exclusions or limitations in these conditions shall be construed as a separate, and severable, provision. If any provision of these conditions is found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid.

11. Consequences of Default

- 11.1** In the event of Eduserv Technologies Ltd failing to carry out any services comprising the Service in accordance with the specification the Client shall be entitled:

1. to withhold payment with respect to such services and:
2. to arrange for such replacement services as are necessary to be carried out by third parties.

12. Force Majeure

- 12.1** If either party is prevented or delayed in the performance of any of its obligations hereunder by any event beyond the reasonable control of that party, including, but not limited to acts of god, civil commotion, war, fire, flood, industrial action or political interference, then it shall notify the other party of the circumstances and shall be excused from performing those obligations for so long as the event consisting force majeure shall continue. If the event continues for longer than 60 days, the party not claiming relief shall be entitled to terminate the contract by giving the other party 30 days written notice.

- 12.2** In the event of Eduserv Technologies Ltd being unable to fulfil its obligations for any reason set out in the previous clause, then the Client shall be excused from payment for the period that Eduserv Technologies Ltd is unable to fulfil its obligations.

Athens Identity Management Services

13. Transfer of Responsibility on expiry or termination of contract

- 13.1 To the extent practicable Eduserv Technologies Ltd shall promptly provide such assistance and comply with such timescales as the Client may reasonably require for the purpose of ensuring an orderly transfer of responsibility upon the expiry of this contract.
- 13.2 Such assistance may include the delivery of documents and data in the possession or control of Eduserv Technologies Ltd which relate to this contract.
- 13.3 Eduserv Technologies Ltd undertakes that it shall not knowingly do or omit to do anything which may adversely affect the ability of the Client to ensure an orderly transfer of responsibility.
- 13.4 The Client shall upon receipt of invoices pay to Eduserv Technologies Ltd such monies that are shown as being reasonably and properly incurred to facilitate the orderly transfer of responsibility of this contract.

14. Non-solicitation

- 14.4 Whilst this contract is in force and for a period of 6 months from its termination, neither party will solicit any person employed by the other party in the performance of the Service.

15. Publicity

- 15.1 Neither party shall do anything in relation to this contract which brings the standing of the other party into disrepute or attract unwarranted adverse publicity.
- 15.2 Neither party shall make or give statements to the media or relevant industry body in relation to this Service without the prior agreement of the other party.

16. Client Obligations

- 16.1 The Client agrees to abide by the Athens Registered Organisation Eduserv Athens Terms and Conditions (Direct) for organisations as made publicly available on the Athens website and amended from time to time. In the event of any conflict between this

Athens Identity Management Services

contract and the Athens Registered Organisation Terms and Conditions (Direct), this Contract shall prevail.

17. Whole agreement

17.1 Each party acknowledges that this contract is the whole agreement between the parties in respect of this Service. This contract supersedes any prior agreements between the parties, whether written or oral.

18. Governing Law

18.1 This contract shall be governed by and constructed in accordance with the law of England and Wales and both parties hereby irrevocably submit to the jurisdiction of the courts of England and Wales. The submission to such jurisdiction shall not limit the right of either party to take proceedings against the other.

Athens Identity Management Services

Services Schedule

The service to be provided is the Eduserv Athens Identity Management service; being a set of web-based facilities that manage access to Athens-protected web resources.

EXAMPLE