Third Party Connection Agreement

This document provides the Terms and Conditions for the third party connection agreement



**Document Summary**

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| Team Owner | Scott Bradley | | |
| Document Author | James Eaglesfield | | |
| Document Editor | Dale Taylor | | |
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**Related Documents**

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| This document should be read in conjunction with other related Policies, Procedures, Guidance notes, Processes, and Diagrams. |
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**Version Control**

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| 0.1 | 26-Sep-14 | Created first document draft. | James Eaglesfield |
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| 1.1 | 17-Nov-15 | Template change | Dale Taylor |

THIRD PARTY CONNECTION AGREEMENT

TERMS AND CONDITIONS

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**Object**: To ensure that a secure method of connectivity is provided between the University of Derby and <INSERT COMPANY> and to provide guidelines for the use of network and computing resources associated with the Network Connection as defined below.

**Definition**: "Network Connection" means one of the University of Derby connectivity options listed in the Conduct Section of the Third Party Access Policy.

1. Right to Use Network Connection. <INSERT COMPANY> may only use the Network Connection for business purposes as outlined by the **Third Party Connection Request - Information Requirements Document.**

2. Network Security.

2.1 <INSERT COMPANY> will allow only <INSERT COMPANY> employees approved in advance by the University of Derby (“Authorized Company Employees”) to access the Network Connection. <INSERT COMPANY> shall be solely responsible for ensuring that Authorized Company Employees are not security risks, and upon the University of Derby’s request, <INSERT COMPANY> will provide <Your Company> with any information reasonably necessary for the University of Derby to evaluate security issues relating to any Authorized Company Employee.

2.2 <INSERT COMPANY> will promptly notify the University of Derby whenever any Authorized Company Employee leaves <INSERT COMPANY>’s employment.

2.3 Each party will be solely responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that (a) such party’s use of the Network Connection is secure and is used only for authorised purposes, and (b) such party’s business records and data are protected against improper access, use, loss alteration or destruction.

3. Payment of Costs. Each party will be responsible for all costs incurred by that party under this Agreement, including, without limitation, costs for phone charges, telecommunications equipment and personnel for maintaining the Network Connection.

4. DISCLAIMER OF WARRANTIES. NEITHER PARTY MAKES ANY WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING ANY SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO A PARTY’S CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM ANY DELAY, OMISSION OR ERROR IN THE ELECTRONIC TRANSMISSION OR RECEIPT OF DATA PURSUANT TO THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

6. Confidentiality. The parties acknowledge that by reason of their relationship to each other hereunder, each will have access to certain information and materials concerning the others technology and products that is confidential and of substantial value to that party, which value would be impaired if such information were disclosed to third parties (“Confidential Information”). Should such Confidential Information be orally or visually disclosed, the disclosing party shall summarize the information in writing as confidential within thirty (30) days of disclosure. Each party agrees that it will not use in any way for its own account, except as provided herein, nor disclose to any third party, any such Confidential Information revealed to it by the other party. Each party will take every reasonable precaution to protect the confidentiality of such Confidential Information. Upon request by the receiving party, the disclosing party shall advise whether or not it considers any particular information or materials to be Confidential Information. The receiving party acknowledges that unauthorized use or disclosure thereof could cause the disclosing party irreparable harm that could not be compensated by monetary damages. Accordingly each party agrees that the other will be entitled to seek injunctive and preliminary relief to remedy any actual or threatened unauthorized use or disclosure of such other party’s Confidential Information. The receiving party’s obligation of confidentiality shall not apply to information that: (a) is already known to the receiving party or is publicly available at the time of disclosure; (b) is disclosed to the receiving party by a third party who is not in breach of an obligation of confidentiality to the party to this agreement which is claiming a proprietary right in such information; or (c) becomes publicly available after disclosure through no fault of the receiving party.

7. Term, Termination and Survival. This Agreement will remain in effect until terminated by either party. Either party may terminate this agreement for convenience by providing not less than thirty (30) days prior written notice, which notice will specify the effective date of termination. Either party may also terminate this Agreement immediately upon the other party’s breach of this Agreement. Sections 3, 4, 5, 6, 8.1 and 8.2 shall survive any termination of this Agreement.

8. **MISCELLANEOUS.**

8.1 Severability. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

8.2 Waiver. The failure of any party to enforce any of the provisions of this Agreement will not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

8.3 Assignment. Neither party may assign this Agreement, in whole or in part, without the other party’s prior written consent. Any attempt to assign this Agreement, without such consent, will be null and of no effect. Subject to the foregoing, this Agreement is for the benefit of and will be binding upon the parties' respective successors and permitted assigns.

8.4 Force Majeure. Neither party will be liable for any failure to perform its obligations in connection with any Transaction or any Document if such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any Documents.

This Third Party Network Connection Agreement (the “Agreement”) by and between University of Derby, with principal offices at Kedleston Rad, Derby, (“University”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , with principal offices at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Company”), is entered into as of the date last written below (“the Effective Date”).

This Agreement consists of this signature page and the following attachments that are incorporated in this Agreement by this reference:

1. Attachment 1: Third Party Network Connection Agreement Terms and Conditions

2. Attachment 2 Third Party Access Policy

3. Attachment 3: Third Party Connection Request - Information Requirements Document

This Agreement is the complete agreement between the parties hereto concerning the subject matter of this Agreement and replaces any prior oral or written communications between the parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. This Agreement may only be modified by a written document executed by the parties hereto. Any disputes arising out of or in connection with this Agreement shall be governed by United Kingdom law without regard to choice of law provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Company”) University of Derby (“University”)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorised Signature Authorised Signature

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Name Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Date