



eduGAIN Policy Framework Metadata Terms of Access and Use (v5.3)



Version date	Editor	Change
ver 5.3 13.9.2010	AC	Changes based on the Call for Comments

1 **IMPORTANT NOTICE: PLEASE READ CAREFULLY**

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3 | You are reading this because ~~you~~-You wish to use the technical information (the "Metadata")
4 | published on behalf of the Registrars. These Terms of Access and Use (these "Terms") govern
5 | the use of the Metadata. By accessing or using the Metadata ~~you~~-You accept that the access and
6 | use will be on and subject to these Terms. These Terms will be binding and enforceable on ~~you~~
7 | You as contractual obligations. If ~~you~~-You do not accept these Terms then ~~you~~-You must not
8 | continue to use this Metadata.

9 **1. Definitions**

10 In these Terms:

11 **"Registration Practice Statement"** means a documented set of procedures governing the operation
12 of a Metadata Registrar;
13 **"Identification Tag"** means ~~an~~-the XML `dri:RegistrationInfo elementtag` in the metadata that
14 identifies the Registration `PracticeStatementPolicy` under which the Metadata is published;
15 **"Registrar"** means the organisation that publishes Metadata under a Registration Practice
16 Statement;
17 **"Registrant"** means the organisation controlling an Entity described by the Metadata;
18 **"Signer"** means the organisation whose digital signature is attached to the Metadata;
19 **"~~you~~You"** means the organisation or individual downloading the Metadata.

20 **2. Permitted Use**

21 You may only use the Metadata as follows:

- 22 a. Installation onto your own systems for the purpose of establishing trusted communications
23 between your systems and those of the Registrant by means of standard middleware protocols;
24 and
25 b. Passing on to third parties provided that those third parties have agreed to be bound by these
26 Terms and agree that the appropriate Registrar may enforce these Terms directly against the
27 third party.

28 **3. Compliance with laws**

29 You will hold all necessary licences, authorisations and permissions and comply with all
30 applicable laws in respect of your activities in connection with the use of the Metadata.

31 **4. Termination**

32 You will immediately remove the Metadata from your systems and destroy all copies of the
33 Metadata upon notification from us if You are in breach of, or we reasonably suspect you to be in
34 breach of, these Terms.

35 **5. Liability**

36 Your use of the Metadata is entirely at your own risk. Nothing in these Terms creates any liability
37 on the part of the Registrants, the Registrars, and the Signer. Without limitation, neither the
38 Registrar nor the Signer is under any obligation to inform you-You in the event of any changes to
39 the Metadata or, in particular, if a Registrant ceases to be subject to the Registration Practice
40 Statement.

41 **6. Conflict with other arrangements**

42 If you-You have a direct agreement with the Signer, then in the event of any conflict or
43 inconsistency between these Terms and that agreement, then in so far as that agreement
44 concerns the rights and liabilities between you-You and the Signer, that agreement shall take
45 precedence over these Terms to the extent necessary to resolve such conflict or inconsistency. In
46 any other case, the provisions of these Terms shall take precedence and prevail.

47 **7. Intellectual Property**

48 Nothing in these Terms gives you-You any rights in or to the Metadata other than as expressly
49 set out in these Terms. Any and all intellectual property rights in the Metadata shall remain
50 owned by the Registrar or the Registrants, as the case may be.

51 **8. Governing law and jurisdiction**

52 These Terms and any dispute or claim arising out of or in connection with them or their subject
53 matter or formation (including non-contractual disputes or claims) shall be governed by and
54 construed in accordance with the laws of England and Wales.
55 The courts of England and Wales will have exclusive jurisdiction over any such dispute or claim
56 although we retain the right to bring proceedings against you-You for breach of these conditions
57 in your country of residence or any other relevant country.

58 **9. Variations**

59 The Registrars may vary these Terms from time to time without notice to you-You. You are
60 therefore advised to check these Terms before using the Metadata.