

HEAL-Link Hellenic Academic Libraries LINK

And

LICENSOR

BACKGROUND.

Parties and Addresses

Subscriber: Hellenic Academic Libraries LINK (HEAL LINK) (the “Consortium”), a Greek academic consortium, authorized to enter into this Agreement on behalf of itself and its member institutions and to enforce the obligations herein on the Institutions (collectively, the “Subscriber”), with its principal offices located at National Technical University of Athens, Research Committee, Zografou Campus Heroon Polytechniou, 15773 Zografou, Athens, Greece, notices for which shall be sent to such address or to an address as the Consortium may hereafter indicate in writing.

Licensor: LICENSOR B.V., a Netherlands company, with its principal offices located at Radarweg 29, 1043 NX Amsterdam, The Netherlands (the “LICENSOR”), notices for which shall be sent to the administrative contact listed for LICENSOR in the Federation’s metadata.

Structure of the Agreement

Access to and use of the products and services licensed hereunder are subject to the terms and conditions, including the General Terms and Conditions (“GTCs”) set forth in Section 10 of this agreement and any additional terms and conditions that may be set, of this agreement between the parties.

Execution

The parties have caused this Agreement to be executed as of...

**Hellenic Academic Libraries LINK (HEALLINK)
(Subscriber: Consortium)**

Name: Professor Nikolaos Mitrou

Title: Chairman, HEAL Link

Date:

LICENSOR:

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1. Definitions

AAI	Authentication and Authorization Infrastructure.
AAI Participant	Home Organization, Resource owner, Federation Partner or AAI Services provider.
AAI Services	(i) The development and operation of the AAI, including the operation of the WAYF server and the coordination of the federation members' WAYF servers; (ii) The operation of a competence center (test lab, training, consulting); and (iii) The development of generic add-ons to Shibboleth.
AAI Services Provider	HEAL-Link Federation acts as the AAI services Provider for its Members.
Affiliate	As to a person or entity, another person or entity which exercises control over such person or entity, or is under Control by it, or is under common Control by the same person or entity (HEAL-Link is a non profit organization and does not have any issues of shared capital with any organization).
Attributes	End User data needed for access control decisions.
Dependencies	The technical pre-requisites, which the systems of the Federation Partners should meet according to chapter 4.
Federation Member	Defined in the Policy Document (Exhibit 1).
Metadata	Technical, administrative and bibliographical data related to the Member as described in the Technical Specifications (Exhibit 2).
Authorized User	A party, which is defined as an Authorized User under the initial agreement.
Federation Partner	Defined in the Policy Document (Exhibit 1).
Force Majeure	In relation to either Party, any event beyond its reasonable control including any strike, act of God, natural disaster, fire, war, riot or national turmoil.
Home Organization	Participating institutions (other than Federation Partners) such as universities or hospitals which register Authorized Users, it being understood that the Members may have several Home Organizations.
Resource owner	The Organization that provides the resources to the Consortium's members.
Resources	Material to which access is granted, e.g. applications,

	websites, databases, systems, etc on the basis of the initial agreement.
Services	The services provided by the Consortium to LICENSOR in accordance with the initial Agreement.
Shibboleth	Shibboleth is standards-based, open source middleware software, which provides Web Single Sign On (SSO) across or within organizational boundaries. It allows sites to make informed authorization decisions for individual access of protected online resources in a privacy-preserving manner.
HEAL-Link IP	The AAI concept, the know-how, the documents, the tools and the software employed, delivered or developed by the Consortium as part of the Service delivery.
Virtual Home Organization or VHO	A user directory that allows Resource owner to register Authorized Users that are not otherwise registered with a Home Organization, allowing these Authorized Users to access certain Resources.
WAYF-Server	"Where-Are-You-From"-server means a register of metadata describing the AAI Federation's authentication services used by Resources.

2. Services provided by HEAL-Link Federation

2.1 The Services provided hereunder to LICENSOR are:

- i. AAI Services (HEAL-Link Base Package, Exhibit 3)

3. Rights and Obligations of the Consortium

3.1 The Consortium will provide the Services with due care, taking into account generally accepted business practices, the legitimate interests of the Federation Members and Federation Partners as well as the available resources of the Consortium.

3.2 The Consortium will be relieved from providing the Services if the Dependencies [As Described in chapter 4] are not met, in case of Force Majeure or if LICENSOR uses or permits the use of the Services in violation of the terms of this Agreement or the applicable law.

3.3 The Consortium, in case of suspending the offering AAI services should give a 1 month prior notice to LICENSOR.

3.4 Upon a written request by LICENSOR setting forth a misuse of LICENSOR by an Authorized User, the Consortium will undertake commercially reasonable efforts to have the respective Home Organization suspend or cancel the account of such Authorized User. Further, the Consortium will offer reasonable assistance in identifying the Authorized User in case of a misuse.

4. Rights and Obligations of LICENSOR.

4.1 LICENSOR will secure that the following Dependencies are met:

- ✓ Provide technical and administrative contact information to the Consortium
- ✓ Use of server certificates provided by an accredited Certification Authority for all their AAI elements, as described in the technical specifications document (Exhibit 2).

4.2 LICENSOR will cooperate with the Consortium and perform all obligations reasonably required to enable the proper functioning of the Services with due care, taking into account generally accepted business practices. It will refrain from altering or otherwise interfering with the Services and systems provided by the Consortium except as required for the proper operation thereof.

4.3 LICENSOR is entitled to request that an account on HEAL-Link VHO for testing purposes be put at its disposal.

4.4 LICENSOR will timely inform the Consortium if Services have not been delivered by the agreed time or if quality of service is insufficient, stating the reasons for its dissatisfaction in detail.

5. Representations and Warranties

5.1 The Parties represent and warrant that:

- i. They have full power to enter into and perform their obligations under this Agreement and have taken all necessary action to that effect;
- ii. They have obtained and will maintain throughout the term of this Agreement, all rights, licenses, permissions and approvals, including all registrations in accordance with and as required by the applicable data protection legislation, which are necessary to provide and obtain the Services in accordance with this Agreement.

5.2 The Consortium represents and warrants that it will perform its obligations under this Agreement in accordance with the standards of performance set forth herein. For the avoidance of doubt, the Consortium does not make any representations or warranties with regard to the reach or coverage of the AAI,

neither as regards the number of Authorized Users or AAI Participants nor as regards the existence or availability of any particular Attributes.

5.3 LICENSOR represents and warrants that:

- i. It will use the Services in accordance with the Policy Document (Exhibit 1) and all applicable licenses and laws including but not limited to data protection and privacy laws;
- ii. It complies with and will procure compliance with the terms of the license agreements concluded between the Resource Owner and the subscriber to the Resources.

5.4 To the extent legally permitted, all other representations and warranties, including (but not limited) to the representation that the Services are fit for the intended purpose, are hereby waived.

6. Remedies

6.1 In case of any breach of the obligations and warranties of the Subscriber hereunder, LICENSOR will have the following remedies:

- i. To request corrective action for all remedial breaches; or
- ii. To terminate the Agreement in accordance with Section 11 below.

6.2 The above remedies are exclusive, and all and any statutory remedies are hereby waived.

7. Intellectual Property / Software

7.1 Except as provided herein, all rights and interest in the AAI-concept, the know-how, the documents, the tools and the software (together: HEAL-Link IP) employed, delivered or developed by HEAL-Link as part of the Service delivery vests in HEAL-Link.

7.2 For all such HEAL-Link IP, the Consortium grants to LICENSOR for the term of this Agreement, a worldwide, nonexclusive, nontransferable license to use and permit LICENSOR 's agents, representatives and Authorized Users to use such HEAL-Link IP, solely in connection with and for the purpose of delivering the Services.

8. Liability

8.1 In no event shall the Consortium be liable for any acts or omissions (including but not limited to instructions, notices and recommendations) of its employees, agents or subcontractors resulting in:

- i. Any delayed addition, modification or deletion of entries in the WAYF-Server;
- ii. Any non-material errors or faults in the registration or distribution of meta-data;
- iii. Any non-material errors or faults in the HEAL-Link tools (including but not limited to AAI portal and AAI proxy);
- iv. The AAI Services temporarily not being available;

8.2 Except for the express warranties and indemnities stated herein and to the extent permitted by applicable law, in no event shall parties be liable for any indirect, incidental, special, consequential or punitive damages including, but not limited to, loss of data, business interruption or loss of profits, arising out of or in connection with this Agreement, or shall the liability of each party exceed a sum equal to €1,000 even if the other party has been advised of the possibility of such liability or damage.

9. Data Protection

Parties will not, without prior written consent of the Authorized User, transfer any personal information of any Authorized Users to any non-affiliated third party or use it for any purpose other than as described in this Agreement and in the online privacy policy for the relevant online service.

10. Terms and Termination

10.1 This Agreement is entered into for an indefinite term. Either Party may terminate it by giving 3 months prior notice effective as per the end of a calendar year.

10.2 Notwithstanding this, a Party may terminate this Agreement:

- i. If the other Party commits a material breach which is not cured within 30 days after notice reasonably describing such breach;
- ii. In case of insolvency of either Party;
- iii. If the Service Agreements between the Consortium and all its Members are terminated; and
- iv. If and as entitled to do so pursuant to another Section of this Agreement.

10.3 Upon termination, LICENSOR will return all HEAL-Link IP and all other documents and software (if any) received from HEAL-Link as part of the Service delivery and will confirm that it has destroyed all copies thereof, subject to mandatory archival duties.

11. General Provisions

11.1 This Agreement shall be governed by and construed in accordance with Greek law, without reference to conflict of laws principles.

11.2 Neither Party may assign or delegate this Agreement or any of its rights or duties under this Agreement without the prior written consent of the other; provided, that either Party may assign this Agreement to an Affiliate which has assumed in writing all obligations under this Agreement. However, an assignment of this Agreement to an Affiliate of the LICENSOR, requires a prior application to HEAL-LINK which application must be supported by a Federation Member.

11.3 If any section, paragraph, provision, or clause in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement shall be valid and enforceable and the Parties will negotiate, in good faith, a substitute, valid and enforceable provision which most nearly effects the Parties' intent in entering into this Agreement.

11.4 The terms and conditions herein contained constitute the entire agreement between the Parties and supersede and terminate all previous agreements and understandings, whether oral or written, between the Parties hereto with respect to the subject matter hereof, including, without limitation, any distribution and related agreements in effect as of the date hereof.

11.5 This Agreement may be amended at any time by mutual written agreement among the Parties. If and to the extent the Service Agreement with the Members is amended pursuant to the terms thereof, this Agreement will be amended accordingly, with such amendment becoming effective as of the 30th day after having served a notice thereof to LICENSOR.

11.6 Any notice required or permitted by this Agreement shall be given in writing or by email.

11.7 In case of a dispute, the Parties shall convene and try to resolve such dispute in good faith.

This Document is based on the corresponding documents of **JISC (UK federated access management)** and **SWITCHaai (Authentication and Authorization Infrastructure AAI Federation, Switzerland)**.