



eduGAIN Policy Framework Metadata Terms of Access and Use



Version	Version date	Editor	Change
1.0	29.4.2011	Mikael Linden	Approved by SA3 T3 task leader 28.4.2011

1 **IMPORTANT NOTICE: PLEASE READ CAREFULLY**

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

8 **1. Definitions**

9 In these Terms:

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

18 **2. Permitted Use**

19 You may only use the Metadata as follows:

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

24 **3. Compliance with laws**

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

27 **4. Termination**

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

30 **5. Liability**

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

35 **6. Conflict with other arrangements**

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

40 **7. Intellectual Property**

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

44 **8. Governing law and jurisdiction**

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

51 **9. Variations**

52 The Registrars may vary these Terms from time to time without notice to You. You are advised to check these
53 Terms before using the Metadata.