



## Nevada eduroam Participation Agreement

This Nevada eduroam Participation Agreement (“Agreement”) is entered into by and between the Board of Regents of the Nevada System of Higher Education, System Computing Services (“NSHE”) and Participating Organization or Institution (“Participant”) as of the date of the NSHE signature (“Effective Date”). For purposes of this Agreement, Participant shall be registered as an IdP, an SP, or both an IdP and SP as determined by Section 1 and as defined in Section 3. Additional terms used herein are defined in Section 8.

### 1. Participant Information

The information in this section is provided by Participant.

<b>Organization or institution name</b>	
<b>Your website/URL</b>	
<b>Contact name</b>	
<b>Email address</b>	
<b>Phone number</b>	
<b>Mailing address</b>	
<b><u>If registering as an IdP</u></b> (see Section 3.1.1)  List all domain(s) associated with your users, e.g. k12district.edu, example.org	
<b><u>If NOT registering as an IdP</u></b>  Briefly describe how your organization relates to Nevada’s educational community.	

### 2. Term

**2.1 Initial term; automatic renewal.** The initial term of this Agreement is the Effective Date through the following June 30. The Agreement shall automatically renew each July 1 for a period of one year. Notwithstanding anything to the contrary in this Agreement, Participant shall be bound by the terms of this Agreement so long as Participant continues to use the eduroam service.

### 3. eduroam Service

3.1. Subject to the terms of this Agreement, NSHE grants Participant, for the duration of the Term, the right to access and use the eduroam services. **NSHE will determine Participant’s eligibility to register as an IdP and/or an SP based on the criteria detailed below.**

3.1.1. **Constituents Registered as IdPs.** U.S. located K-12 institutions and districts and U.S. located museums, libraries, and other non-profit organizations with strong affiliations with research, education, or cultural organizations are eligible to be Constituents registered as IdPs.

3.1.2. **Constituents Registered as SPs.** Any individual, organization, or entity; including municipal, state, and federal government agencies, etc.; may be eligible to be Constituents registered as SPs at NSHE's sole discretion.

3.1.3. **Constituents Registered as IdPs and SPs.** Individuals, organizations, or entities meeting the criteria in both Sections 3.1.1 and 3.1.2 are eligible to be Constituents registered as both IdPs and SPs.

3.2. Participant agrees to comply with the eduroam Terms of Service.

3.3. As between Participant and NSHE, NSHE reserves all rights in the eduroam service (including any associated documentation) not expressly granted under this Agreement.

#### 4. Disclaimer of Warranties and Limitations of Liability

4.1. THE EDUROAM SERVICE IS PROVIDED ON AN AS-IS BASIS, WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, OR THE COMPLIANCE OF THE EDUROAM SERVICE WITH ANY LEGAL OR OTHER REQUIREMENTS APPLICABLE TO ANY PARTICIPANT, IDP, SP, CONSTITUENT OR USER. USE OF THE EDUROAM SERVICE IS AT PARTICIPANT'S, IDP'S, SP'S, CONSTITUENT'S, OR USER'S OWN RISK, AND NSHE EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE EDUROAM SERVICE WILL BE ERROR-FREE, SECURE, OR UNINTERRUPTED.

4.2. NSHE SHALL NOT BE LIABLE TO ANY PARTICIPANT, IDP, SP, CONSTITUENT, OR USER FOR ANY ERROR OR DELAY IN TRANSMISSION OR FOR ANY REDUCTION IN THE CAPACITY OF THE EDUROAM SERVICE, OR FOR INTERRUPTION OR TERMINATION OF THE EDUROAM SERVICE, EITHER PARTIAL OR TOTAL, WHETHER OR NOT PRIOR NOTICE OF ANY SUCH ERROR, REDUCTION, INTERRUPTION OR TERMINATION HAS BEEN GIVEN.

4.3. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, AND TO THE EXTENT PERMITTED BY NEVADA LAW (GOVERNING LAW), NSHE SHALL NOT BE LIABLE TO IDP, SP, CONSTITUENT, USER, THIRD PARTY, NOR ANY ENTITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF REASONABLY FORESEEABLE OR IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PARTICIPANT ASSUMES ALL LIABILITIES FOR USE OF EDUROAM SERVICES IMPLIED IN THIS AGREEMENT.

4.4. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL NSHE HAVE ANY LIABILITY (A) IN CONNECTION WITH THE ACTS OR OMISSIONS OF ANY IDP, SP, CONSTITUENT, OR USER, OR (B) TO ANY IDP, SP, CONSTITUENT, OR USER OR TO ANY OTHER PERSON OTHER THAN PARTICIPANT ITSELF (AND, FOR THE AVOIDANCE OF DOUBT, THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT). IN NO EVENT SHALL NSHE'S AFFILIATES, NSHE'S CONTRACTOR/AGENTS, OR ANY REGENTS, OFFICERS, TRUSTEES, DIRECTORS, PARTNERS, BENEFICIARIES, OR OTHER PRINCIPALS OR REPRESENTATIVES OF NSHE, ITS AFFILIATES, OR ITS CONTRACTOR/AGENTS HAVE ANY LIABILITY TO PARTICIPANT, ORGANIZATION OR ANY IDP, SP, CONSTITUENT, OR USER ARISING FROM OR RELATED TO THE EDUROAM SERVICE OR OTHERWISE UNDER OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT.

#### 5. Third Party Claims

5.1. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, each Party shall indemnify, defend, and hold harmless (name of other party) from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by it or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. NSHE will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. NSHE's indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

5.3. NSHE shall have no responsibilities or liabilities for or to Participant's Constituents, including Constituents' Users, or for any service Participant provides related to the eduroam service. NSHE is not responsible for any actions or omissions arising from Constituents' or Constituents' Users use of the eduroam service. For avoidance of doubt, NSHE is not responsible for any Participant's, IdP's, SP's, Constituent's, Constituent User's or other user's actions.

## 6. Termination

**6.1. Termination for Non-Compliance.** This Agreement may be terminated for cause by either Party if the other Party materially breaches this Agreement and does not cure such breach within 45 days after receipt of notice from the other Party specifying the nature of the breach.

**6.2. Termination for Convenience.** Either Party may terminate this Agreement for convenience upon 60 days' written notice to the other Party.

**6.3. Post-Termination Obligations.** Upon the expiration or termination of this Agreement, Participant's (which includes its Constituents) right to access and use the eduroam service will automatically terminate, and Participant and Constituents will be removed from the eduroam system by NSHE and Internet2. Upon termination of services, the terms of this Agreement shall survive.

**6.4. Interruption or Suspension of eduroam Service.** Nothing in this Section shall limit NSHE's ability to interrupt or suspend the eduroam service as needed in its sole discretion.

## 7. Miscellaneous

**7.1. Contractual Relationship.** This Agreement will not be construed to create an association, joint venture, or partnership between the Parties or to impose any partnership liability upon any Party.

**7.2. Assignment.** Participant shall not have the right to assign this Agreement, whether in whole or in part, to any third party unless it has received the prior written consent of NSHE. Any assignment to the contrary shall be deemed void from inception.

**7.3. No Drafting Presumption.** Each Party has had an opportunity to review (including having its counsel review) the terms of this Agreement, and this Agreement shall not be construed either in favor of or against either Party by virtue of such Party's involvement in preparing or reviewing this Agreement.

**7.4. Counterparts; Signature by Electronic Means or Facsimile; Integration.** This Agreement may be signed in counterparts, which together constitute this Agreement, and a signature delivered by electronic means will be considered an original.

**7.5. Survival and Severability.** The provisions of this Agreement, which by their nature are continuing, shall continue in full force and effect and shall bind the Parties beyond any termination, cancellation, or expiration of this Agreement. If any provisions of this Agreement shall be conclusively determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby but shall remain in full force and effect.

**7.6. Governing Law and Forum.** This Agreement shall be governed by Governing Law, without reference to choice of law doctrine. Any legal action or proceeding concerning the validity, interpretation and enforcement of this Agreement shall be brought exclusively in the courts of the State of Nevada.

**7.7. Authority.** Each person signing this Agreement represents that he or she is duly authorized and has legal capacity to execute and deliver this Agreement on behalf of the applicable Party indicated below.

**7.8. Force Majeure.** In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond the reasonable control of the Party invoking this provision, the affected Party's performance shall be temporarily excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence.

**7.9. Contractors/Agents.** NSHE shall have the right to use Contractors/Agents to perform any of its obligations or to act on behalf of NSHE, including scheduling system downtime of the eduroam service for maintenance and other purposes. Participant shall have the right to use its Contractors/ Agents to perform any of its obligations or to act on behalf of Participant. As between NSHE and Participant, all actions of NSHE's Contractors/Agents when acting on NSHE's behalf in connection with this Agreement are attributable to NSHE for all purposes under this Agreement, and all actions of Participant's Contractors/Agents when acting on Participant's behalf in connection with this Agreement are attributable to Participant for all purposes under this Agreement.

**7.10. Notice.** Notices via mail or email, as permitted, shall be sent to the following:

**If to NSHE:** NSHE System Computing Services; 1664 N. Virginia St.; Reno, NV 89557; Attn: Nevada eduroam Support, or [support@nshe.nevada.edu](mailto:support@nshe.nevada.edu).

**If to Participant:** See Participant contact(s) set forth in Section 1 above. Participant may contact NSHE to request that eduroam service notices be sent to additional email addresses associated with Participant.

Notices sent via email shall have the same effect as notices sent via mail.

7.11. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with regards to the subject matter hereof and supersedes any and all prior agreements between the Parties with regard to the subject matter hereof.

7.12. **Modification and Amendment.** Except as provided herein, this Agreement may not be amended nor modified except in writing and agreed to by both Parties. In no event shall preprinted terms or conditions found on any purchase order or similar document issued by or on behalf of Participant be considered part of, or an amendment or modification to, this Agreement or the eduroam Terms of Service. Notwithstanding the above, NSHE reserves the right, in its sole discretion, to modify or amend this Agreement in the event changes in domestic or international laws or regulations would have a material impact on NSHE. When possible, in NSHE's sole discretion, NSHE shall provide Participant with notice of such modification or amendment at least 90 days prior to the change becoming effective. Participant has the right to terminate this Agreement pursuant to Section 6.2 if the Agreement or the eduroam Terms of Service is modified or amended in a way that is not acceptable to Participant.

7.13. **Laws.** Participant is responsible for complying with all applicable domestic and international laws and regulations (including, without limitations, data privacy laws) relating to its access and use of the eduroam service and its granting to Constituents the right to access and use the eduroam services. NSHE shall have no liability to Participant, Constituents, or any other person (including any Users) for Participant's failure to comply with this provision.

## 8. Definitions

8.1. **"Affiliate"** means, with respect to any Person, any Person controlling, controlled by or under common control with such Person.

8.2. **"Claims"** means, individually and collectively, claims, actions, demands, suits, or proceedings.

8.3. **"Constituent(s)"** means any individual, organization, or entity that NSHE registers in the eduroam service pursuant to Section 3.

8.4. **"Contractors/Agents"** means any independent contractors, subcontractors, or other non-employees that perform any of a Party's obligations hereunder or act on behalf of such Party in connection with this Agreement.

8.5. **"Damages"** means, individually and collectively, damages, costs, liabilities, fines, penalties, losses, and expenses, including court judgments, settlement amounts and reasonable attorneys' fees.

8.6. **"eduroam service"** means the roaming network access service based on the RADIUS protocol that is based in, maintained in and operated in the U.S. and uses the global eduroam system to enable Users to use their institutional assigned credentials to access the Internet through an Internet connection provided at any Participant.

8.7. **"eduroam system"** means the integrated network of global RADIUS servers, which integrated network of servers enables the eduroam service. Although certain components of the eduroam system are connected to the NSHE network for the purpose of receiving and transmitting data, the NSHE network itself is not part of the eduroam system.

8.8. **"eduroam Terms of Service"** means the "eduroam Terms of Service, United States," currently found here: <https://incommon.org/about/policies/>

8.9. **"Governing Law"** means the law of Nevada.

8.10. **"IdP"** means Participant's or a Constituent's identity provider system that allows its IdP Users to be authenticated to use the eduroam service locally or remotely.

8.11. **"Interruption"** when referenced in connection with the eduroam service, means any partial or total interruption, outage or downtime of the eduroam service, or any material degradation to the performance of the eduroam service.

8.12. **"Notice"** means any notice, communication, request or reply made by one Party to the other Party, in connection with this Agreement.

8.13. **"Party"** means NSHE or Participant. The plural refers to both NSHE and Participant, collectively.

8.14. **"Person"** means an individual, partnership, corporation, limited liability company, university, trust, decedent's estate, joint venture, joint stock company, association, unincorporated organization, governmental body or agency, or other entity.

8.15. **"RADIUS"** means Remote Authentication Dial-In User Service.

8.16. **"SP"** means Participant's or a Constituent's network access elements that it provides to connect Users to the eduroam service.

8.17. **“Term”** means the time period during which the Agreement is in effect, described in Section 2.

8.18. **“User(s)”** or **“its Users”** means a Person who utilizes the eduroam service through Participant or an IdP, SP, or Constituent.

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### Participant Signature

The signature below indicates acceptance of this Agreement by Participant.

<b>Signature and date</b>	
<b>Name</b>	
<b>Title</b>	

### NSHE Signature

The signature below indicates acceptance of this Agreement by NSHE.

<b>Signature and date</b>	
<b>Name</b>	
<b>Title</b>	