

# CyVerse UK Cloud Service Agreement

## 1. DEFINITIONS

**‘CyVerse’** is a project administered by the University of Arizona in the USA, funded by the National Science Foundation’ Directorate for Biological Sciences.

**‘CyVerse UK’** is administered by Earlham Institute (company number 06855533), based in the UK, funded by Earlham Institute under its National Capability in e-infrastructure Grant BBS/E/T/000PR9814 and BBSRC 16ALERT Cyverse UK capital equipment grant BB/R000662/1).

**This cloud service Agreement (CSA, ‘the Agreement’)** represents a formal acknowledgement of both the Provider and the User of their corresponding rights and responsibilities. The following Terms of Service apply to the use of cloud infrastructure in the **CyVerse UK** ecosystem.

**As any ‘CyVerse UK’ user will effectively gain access to the wider infrastructure made available by both ‘CyVerse’ and ‘CyVerse UK’, by signing this Agreement you also accept the ‘CyVerse’ policies and Terms of Service which can be found here <http://www.cyverse.org/policies>.**

**The ‘CyVerse UK’ network resides within the JISC JANET UK academic network, and as such Users agreeing to this CSA also agree to the following Acceptable Use Policy: <https://community.jisc.ac.uk/library/acceptable-use-policy>**

**CyVerse** and **CyVerse UK** have separate staff and infrastructure, though they are partner projects. You understand that, for the purpose of availability and reliability, Your Content can in some cases be hosted in multiple data centres, which may have different Terms of Service and are regulated by different local laws. You also understand that information stored within the **CyVerse UK** ecosystem will be visible to **CyVerse UK** system and operational staff, for administrative purposes only.

**‘You’** refers to the signatory of this Agreement.

**‘Instance’** refers to a virtual machine running a virtualised operating system running within the CyVerse UK computational infrastructure that is provided by **CyVerse UK** and the Earlham Institute, the Service Providers, and managed under the Terms of Service of this Agreement.

'Resources' refers to any and all Instances provided to you by **CyVerse UK**.

## 2. USER RESPONSIBILITIES

**2.1 Your Account.** The Earlham Institute and **CyVerse UK** are not responsible for unauthorised access to your account or to the Instances you administer (see 2.5). You are responsible for all activities that occur under your account, and within, to, and from the Instance(s) you administer, regardless of whether the activities are authorised or undertaken by you, your employees, or a third party including your End Users (see 2.6).

**2.2 Usage of Resources.** **CyVerse UK** Instances are meant for use in life science research and education only. You will not use the Resources allocated to you for any other purpose than this. **You must not use the Resources for commercial purposes without explicit prior agreement from Earlham Institute.** You will not use the Resources allocated to you for any unethical or illegal activity according to UK law.

**2.3 Your Content.** Your content represents any software, data, or information stored on your Instance, additional to the basic infrastructure provided to you on instantiation of that Instance. You will ensure that your content, your users' content, and the use of all content will not violate any of the **CyVerse UK** policies or any applicable law. This includes using the Data Store, or any additional storage space you are allocated, for research and education data and applications only (see 2.2). You are solely responsible for the development, operation, maintenance, and use of your content.

You are responsible for any proprietary data or content with privacy implications that is uploaded, managed or used by you, your service/s and your End Users, including managing its security and setting up any necessary measure to abide to the privacy legislation in place (see 6). By using the **CyVerse UK** services you grant the **CyVerse UK** system and operational administrative staff permission to host, display, store and process data either through computational processes enacted by you, or by **CyVerse UK** system and operational administrative staff (including any Earlham Institute Data Processors, as per GDPR terms, that are contracted by Earlham Institute to deliver IT or support services). Only those people connected with **CyVerse UK** system and operational administration will have access to your data, together with you. The permission you grant has the aim to allow us to operate **CyVerse UK** and related services and will remain valid even if you stop using the service.

You understand your content may be managed and integrated for usage in other **CyVerse UK**, **CyVerse**, and "Powered by CyVerse (UK)" services. You grant permissions to **CyVerse** and **CyVerse UK** to duplicate or move all or part of your content between relevant data centres (in the UK, USA, and Iceland) for reliability, business continuity, and availability across the infrastructure. **We will not move your data outside jurisdictional boundaries if requested by you (opt-in).**

You understand where your data is moved or replicated in the USA the **CyVerse** service agreement will be considered binding between you and the service provider, if different from this agreement. You also understand the legislation applied will be as stated in the **CyVerse** agreement.

**CyVerse UK** will disclose any content if requested by UK law enforcement.

**2.4 Your Security and Backup.** You are responsible for properly configuring and using the service and taking appropriate action to secure, protect, and backup your accounts and your content to provide appropriate security and protection. This might include the use of encryption, and setting up a strategy for data preservation.

You will be made aware of which parts of the **CyVerse UK** system has content recovery plans in place according to a given configuration, and of which parts are made accessible to you to use as temporary, non-redundant, “scratch” space. In any case, you must understand and consider carefully the implications of a potential content loss and plan to prevent it. **CyVerse UK** and the Earlham Institute has no liability in case of any loss, damage, corruption, or leak of your data, or circumstances arising from any loss, damage, corruption, or leak of your data, including economical or intellectual property losses.

**2.5 Log-In Credentials and Account Keys.** The secure private keys generated for you to access the Instances you administer are meant for your use only and you will not sell, transfer, or sublicense them to any other entity or person.

You will not create additional keys or try to grant access to any other person or entity before obtaining formal agreement from the **CyVerse UK** staff at the Earlham Institute.

**2.6 End Users.** If you use the Instance allocated to you to run a service that is open to End Users, you will be responsible for End Users’ use of Your Content and the Service Offerings. You will ensure that any service agreement or policy you set up and all End Users are consistent and comply with your obligations under this Agreement. If you become aware of any violation of your obligations under this Agreement caused by an End User, you will immediately suspend access to Your Content and the Service Offerings to this End User. We do not provide any support or services to End Users unless we have a separate agreement with you or an End User obligating us to provide such support or services.

### **3. ACCEPTABLE USE POLICY**

While using the Resources, you **shall not**:

- 1) infringe any Third Party’s Intellectual Property Rights;
- 2) infringe CyVerse, **CyVerse UK**, or Earlham Institute’s Intellectual Property Rights;
- 3) breach any applicable law, regulations and order of the authorities;
- 4) process Third Party’s Personal Data illegally;
- 5) breach any other Third Party’s rights which are different from above points 1) and 4);
- 6) upload or introduce malicious code, viruses, trojan horses, e-mail bombs, spyware, malware, and other similar software;
- 7) allow Third Parties external to your organisation to use the Resources unless authorised in writing by **CyVerse UK**, the Service Provider;
- 8) send unsolicited e-mail or communications of any kind;
- 9) support in any way illegal activities;
- 10) misrepresent or obscure the identity of any of your End Users;
- 11) upload illegal content on your Instances;
- 12) violate any applicable export and re-export control legislation and regulations;

- 13) upload or introduce encryption software in violation of national and international exporting legislation;
- 14) use means which can cause a breach of security of the Service Provider's equipment;
- 15) use means which can cause a disruption of other services running within or outside the **CyVerse UK** ecosystem, such as distributed denial of service (DDoS) attacks.

While using the Resources, you shall:

- 16) adopt secure identification and passwords in relation to the access to the Resources in line with instructions provided by CyVerse UK system and operational administration staff;
- 17) inform the Provider in case of loss of the id and passwords for accessing the Services not later than 3 (three) Working Days from the discovery;
- 18) inform the all your End Users of the terms and conditions of the **CyVerse UK** Cloud Service Agreement;
- 19) process Personal Data of Third Parties in accordance with the applicable legislation (e.g., if so required under the applicable law, provide full notice to the Data Subjects and obtain their valid consent, notify the Processing of Personal Data with the competent data protection authority, implement any security measures on within the Resources to ensure full compliance with the legislation, monitor the Resources for compliance);
- 20) obtain the consent of the owners of the Intellectual Property Rights to use their works on or through the Resources.

#### **4. GENERAL**

4.1 Governing Law and Jurisdiction: This Agreement is governed by, and is to be construed in accordance with, English law. The English Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement.

4.2 Terms and Conditions: The Earlham Institute and **CyVerse UK**, the Service Providers, have the right to withdraw or modify the service or terms of this Agreement at any time and will communicate this to you if this occurs.

4.3 Announcements and Publicity: To demonstrate the user numbers and impact of **Cyverse UK** both parties can make announcements regarding this Agreement without the prior written consent of the other Parties. All such announcements by the user must include the following acknowledgement "This project was supported by **Cyverse UK**, funded by BBSRC National Capability e-infrastructure Grant BBS/E/T/000PR9814 and Cyverse UK grant BB/R000662/1)"

4.4 Assignment: This Agreement is personal to the Parties and neither this Agreement nor any rights, licences or obligations under it may be assigned or transferred by any Party to another party.

4.5 Partnerships and Joint Ventures: Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute one Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

4.6 Counterparts and Signatures: This Agreement may be executed in any number of counterparts, each of which when signed will constitute an original of this Agreement, but all counterparts will together constitute the same Agreement. No counterpart will be effective until each party has executed at least one counterpart. An electronic signature supplied in this document in a .pdf or .jpeg format shall be acceptable to bind the Parties and shall not affect the validity of this Agreement in any way.

Signatures of agreeing parties:

Name of your Organisation:	
Name of Contact at your Organisation:	
Role in Organisation:	
Official Email Address to notify changes to this agreement:	
Date:	
Signature:	