

RedIRIS AFFILIATION AGREEMENT

WHEREAS

1. RedIRIS is, since 1988, the Spanish advanced communications network offering very high speed connectivity services and other Information and Communication Technology (ICT) services to scientific institutions, universities and other education and research centres.
2. RedIRIS is a Singular Scientific and Technological Infrastructure (ICTS) owned by the Ministry of Science and Innovation, and the latter, pursuant to its Order CNI/145/2019, has approved the delegation of power over RedIRIS in favour of the public corporate entity Red.es, which has been responsible for its technical and operational management since 2004.
3. RedIRIS offers member institutions vast capacity to transfer data and other advanced ICT services (security, digital identity, collaborative tools, training, etc.) to facilitate their educational or R&D+i activities.
4. RedIRIS facilitates the interconnection of the academic and research networks of the Autonomous Regions, actively collaborating in their strengthening and development.
5. RedIRIS takes part in managing the GÉANT Pan-European academic and research network which interconnects European academic and research networks, and offers access to international academic networks such as Internet 2 (USA), Canarie (Canada), RedCLARA (Latin America), EUMEDCONNECT (Mediterranean) or TEIN (Asia Pacific).

STATES

1. The applicant institution has its own computing resources which it wishes to interconnect with those of similar institutions, both in Spain and in other countries.
2. The applicant institution wishes to benefit from the ICT services offered by RedIRIS.
3. The applicant institution has its own legal personality, and its activity and corporate purpose are in line with those contemplated in the RedIRIS Affiliation Policy, as accredited in the application for affiliation.

Therefore, the applicant institution declares its intention to become a RedIRIS member institution according to the following

CLAUSES

One: Purpose

This affiliation agreement entitles the applicant institution to access RedIRIS services, under the terms established in this document, with which it must comply at all times to maintain this right.

Two: RedIRIS Services

The ICT services offered by RedIRIS to its member institutions shall be included in a services catalogue, regularly updated, which shall be available on the RedIRIS website (<https://www.rediris.es>). Member institutions may opt to use some or all the services offered by RedIRIS as part of the system to support research and education in Spain; RedIRIS is exempt from any liability for the operation and management of these services.

The applicant institution shall be equipped with the technical means necessary for the stable and secure functioning of these services, including, for the connectivity service, the communication line to connect to the academic and research network of its Autonomous Region, or with the RedIRIS Point of Presence assigned.

Three: Compliance with affiliation policy and usage policy

The applicant institution is responsible for compliance with the RedIRIS Affiliation Policy and undertakes to immediately inform RedIRIS of any changes that may occur in its legal bylaws or of any other nature which vary its terms of affiliation.

Applicant institutions must ensure professional, rational and loyal use of RedIRIS services, and also have the security measures necessary to, inter alia, avoid causing any service problems for RedIRIS and other institutions.

The applicant institution also undertakes to follow the RedIRIS services rules of use detailed in the RedIRIS Acceptable Use Policy, which for all purposes is an integral and inseparable part of this application.

Failure to comply with these rules may be cause for termination of RedIRIS services.

Should the applicant institution make incorrect or unacceptable use of the services, RedIRIS in coordination with the appropriate Autonomous Region Academic and Research Network shall interrupt the service to the institution or parts thereof, by means of:

- Temporary or emergency service suspension. This measure shall apply when the violation of the terms provided for in the RedIRIS Acceptable Use Policy is caused by a degradation in network resources or entails liability for RedIRIS. Service shall be restored when the cause for suspension has disappeared.
- Indefinite withdrawal of service. This measure shall apply to a reiterated or very serious violation of the terms of use provided for in the RedIRIS Acceptable Use Policy, after receiving repeated warnings from RedIRIS technicians. Service may be restored when the measures adopted by the institution are deemed to guarantee acceptable use in the future.

Member institutions accept that RedIRIS may exceptionally, and for duly justified emergency grounds, temporarily restrict access to part of its services. In these cases, RedIRIS must minimise the adverse consequences of these temporary measures, and inform member institutions that these measures have been adopted and the evolution of the situation.

Four: Communication between the applicant institution and RedIRIS

RedIRIS coordination with the applicant institution requires a liaison role to facilitate access to RedIRIS services for all users in the organisation. This role shall entail one or several RedIRIS Contact Persons (RCP). The name and details of this contact person or these contact persons are those indicated in the Membership Card; the institution undertakes to immediately report any changes.

The applicant institution undertakes to notify RedIRIS, by means of the RCP, of the details of the people responsible for each RedIRIS service.

The institution must provide the necessary means for the RCP and people responsible for the services to properly complete all their duties. Meanwhile, the RCPs must diligently reply to requirements issued by RedIRIS as part of its coordination work with member institutions.

Five: Data Protection

The Parties undertake to comply with the provisions of personal data protection regulations approved by the EU and Spain, including the General Data Protection Regulation (Regulation (EU) 2016/679, "GDPR") or any replacement regulations.

Each party shall only provide the employee or collaborator personal data to the other party that are strictly necessary to maintain membership, and they may only be used by the other party to comply with the purposes of RedIRIS membership during the period of validity.

Once membership has been terminated, data may only be stored and used to comply with legal obligations. Both Parties are forbidden from transferring personal data obtained as provided in this section to third parties, except when the transfer is necessary to enforce the contract or comply with a legal obligation. Data subjects may exercise their rights to access, rectification, erasure, restriction of processing, portability and opposition to automated individual decisions before the other party, and may file a complaint with the Spanish Data Protection Agency for any infringement of data protection regulations attributable to the other party.

When RedIRIS needs to access and process the personal data for which the applicant institution is data controller in order to comply with the provisions of the affiliation agreement, the Parties undertake to enforce applicable provisions in this field, including Article 28 GDPR or any replacement provisions. For this purpose, the Parties shall sign a data processing agreement attached as an annex to this affiliation agreement.

Six: Modification of affiliation terms

RedIRIS may modify this document and any related documents to adapt them to any technological and legislative developments.

The applicant institution shall be promptly informed of any modifications introduced (and they shall be published on the RedIRIS website), as well as the procedures and deadlines established to adapt to these modifications.

Seven: Loss of member institution status

Member institution status may be lost for the following reasons:

1. Serious breach of member institution obligations, whether technical or administrative (including the obligation to provide a suitable level of response to requirements formulated to the institution by RedIRIS).

Termination of service due to a breach of member institution obligations with notice of at least 30 calendar days.

2. Breach of membership terms if they are related to deadlines for specific research activities, or when the circumstances leading to affiliation no longer apply.

3. Voluntary termination requested by the institution.