

Appendix No. 2 to the order

Federal State Institution «Scientific Research Institute for System Analysis of the Russian Academy of Sciences» (SRISA)

from _____ № _____

Terms of Service Agreement

(Relying to the Policy of RUNNetAAI Identity Federation)

SRISA " № _____

Moscow " ____ " _____ 2020

Federal State Institution «Scientific Research Institute for System Analysis of the Russian Academy of Sciences (SRISA) (hereinafter referred to as the "Operator"), represented by Deputy Director for Science, Director of JSCC RAS – Branch of SRISA acting on the basis of the power of attorney Т 10.12.2019 No 514-, on the one hand, and _____ (name of the organization) _____ (hereinafter referred to as the "Participant"), represented by _____ (position) _____ (Name) _____, acting on the basis of _____ (statute or power of attorney No. ____ of 00.00.0000) _____, on the other hand, separately referred to as "Party" and together the "Parties", have concluded this Agreement as follows:

1. The Subject of the Agreement.

1.1. The subject of the Agreement is the accession of the Participant in the manner of Art. 428 of the Civil Code of the Russian Federation the Policy of RUNNetAAI Identity Federation (hereinafter referred to as the Policy). The Policy is exposed on the Operator's website at <http://www.runnet.ru>

1.2. The terms and definitions given in the Policy are applicable to the Agreement.

1.3. Signing the Agreement means that the Participant is familiar with the the Policy and its appendices.

1.4. Norms contained in the Policy become mandatory for the Participant from the moment of signing by the Parties this Agreement. The parties agree that the conditions of the Policy are accepted by them completely without any reservations, exceptions, changes and protocols of disagreements.

1.5. In accordance with the provisions of the Policy, the Operator provides the Service to the Participant (hereinafter - Services):

1.5.1. on the organization of authorization of employees and students of the Participant when accessing the protected resources of scientific and educational computer networks (if the Participant chooses the IdP service).

1.5.2. on the organization of interaction with other legal entities - users of scientific and educational computer networks in the authorization of their employees and students to access the protected resource of the Participant (in case the SP participant selects the service).

1.6. The composition and quantity of the Services is determined by the Participant and is formalized in the Application Form of an Application for accessing the Policy (Appendix No. 1 to the Policy).

2. Rights and Obligations of the parties.

2.1. The rights and obligations of the Parties are determined by the current legislation of the Russian Federation, this Agreement and the Policy.

2.2. The Operator provisions the Service to the Member in accordance with the procedure provided for by the Policy in accordance with the selected type(s) of Service(s).

2.3. The Participant undertakes to carry out the works listed in the Policy for delivery the Services.

3. Term of the agreement.

3.1. This Agreement is considered concluded and comes into force from the moment it is signed by the parties and is valid together with the Policy and its appendices for 12 calendar months.

3.2. The Parties have the right to early termination of the Agreement by sending a written notice at least 30 (thirty) calendar days before the date of termination. A termination implies the cancellation of the use of Policy.

4. Ensuring confidentiality.

4.1. The Operator and the Participant guarantee the confidentiality of the information that has become known to them during the implementation of this Agreement.

5. The order of disputes resolution.

5.1. In case of disputes between the Operator and the Participant on the issues stipulated by this Agreement or in connection with it, the Parties take measures to resolve them through negotiations.

5.2. The analysis of conflict situations related to the delivery of services of the Identity Federation is carried out within the procedures of the Policy.

5.3. If it is impossible to resolve disputes by negotiation, these disputes are subject to resolve by the Moscow Arbitration Court.

6. Responsibility of the parties.

6.1. For failure to deliver or improper delivery of obligations under this Agreement, the Parties have a responsibility within the amount of the proved real damage caused to the Party by non-delivery or improper delivery of obligations by the other Party. Neither Party shall be liable for lost revenue (loss of profit) that the other Party would receive.

6.2. In case of non-fulfillment or inadequate performance by the Participant of the requirements set in the Policy, compensation for losses incurred as a result of this is the responsibility of the Participant.

6.3. The operator is not liable for the consequences arising from the violation of the provisions of the Policy by the Participant.

7. Circumstances of force majeure.

7.1. The parties are exempted from liability for partial or complete default of obligations under this Agreement, if improper performance by the Parties of obligations is caused by circumstances of force majeure, i.e. extraordinary and unavoidable circumstances beyond reasonable control. A party that is unable to fulfill its contractual obligations shall immediately inform the other party in writing about the beginning and termination of the above circumstances, but in any case not later than 14 (fourteen) calendar days after the commencement of their operation. The untimely notification of the circumstances of force majeure deprives the relevant party of the right to release from contractual obligations due to the circumstances mentioned.

7.2. A party that has suffered losses due to force majeure circumstances may require the Party, which became the object of force majeure circumstances, to document the extent of the events that occurred, as well as their impact on the fulfillment of obligations under this Agreement.

7.3. If these circumstances last more than one (1) month, each party has the right to early termination of the Agreement, with a warning to the other party for 10 (ten) calendar days.

8. Final provisions.

8.1. The Agreement is made in 2 (two) copies, identical in content and having equal legal force, one for each Party.

8.2. On the change of the actual or legal address and bank details, the Parties shall notify each other in writing within 10 (ten) days from the date (s) of the occurrence of such changes.

9. Requisites and signatures of the parties.

Operator

Participant
