

# **CLARIN SERVICE PROVIDER FEDERATION**

## **START-UP AGREEMENT**

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**THIS AGREEMENT** comes into effect when all the Parties, named below, have signed the Agreement and on the Date of the last signature to this Agreement,

**ENTERED INTO BY AND BETWEEN** the following CLARIN Service Provider Organizations:

CSC – Tieteen tietotekniikan keskus Oy, established in Keilaranta 14, 02150 ESPOO, Finland, represented by Managing Director, Dr. Kimmo Koski or his authorized representative; and

Max Planck Society, Max-Planck Institute for Psycholinguistics, established in Wundtlaan 1, 6525 XD Nijmegen, The Netherlands, represented by Administrative Director Paul Lommen or his authorized representative; and

Institut für Deutsche Sprache (IDS), established in R5, 6-13, 68161 Mannheim, Germany, represented by Director, Prof. Dr. Dr. h.c. mult. Ludwig M. Eichinger or his authorized representative; and

Institute for Dutch Lexicology (INL), established in Postbus 9515, 2300 RA Leiden, The Netherlands, represented by Director, Dr. J.C.T. Beeken or her authorized representative; and

Berlin-Brandenburgische Akademie der Wissenschaften, established in Jägerstr. 22-23, 10117 Berlin, Germany, represented by Der Präsident, Prof. Dr. Günter Stock or his authorized representative.

#### **WHEREAS:**

The Parties have either signed the Grant Agreement FP7 no. 212230 CLARIN and/or the CLARIN Consortium Agreement (later on Consortium Agreement), or the Parties have joined as an organizational Member the CLARIN Consortium established by the aforementioned agreements, for the purpose of creating a shared distributed infrastructure that aims at making language resources and technology available to the humanities and social sciences research communities at large. The purpose of the infrastructure is to offer persistent services, which are secure and provide easy access to linguistic resources and technologies. In order to start creating a safe and secure single infrastructure, the Parties to this Agreement have

#### **AGREED AS FOLLOWS:**

### **1 Definitions**

Wherever used in this CLARIN Service Provider Federation Start-Up Agreement or its Annexes, the following terms shall have the meaning set forth below (and where the context so admits the singular shall include the plural and vice versa):

**Agreement** means this CLARIN Service Provider Federation Start-Up Agreement.

**Annex** means an annex to this Agreement attached hereto as well as any alterations, amendments or modifications implemented thereto and duly signed by all Parties, or the accession document (Annex 5, later on Accession Document) signed by the New Party and the Co-ordinating Party (as described in Clause 5) in the case of participation in the Service Provider Federation by the New Party.

**Authentication** means a process of proving the identity of a previously registered End User, for the purpose of online access to CLARIN material.

**Authorization** means granting the End User permission to access the CLARIN material according to the principles and requirements attached to such material.

**AAI** means authentication and authorization infrastructure.

**AAI Services** mean services and functionalities as defined in Annex 1.

**CLARIN material** means linguistic resources and/or technologies to which the Service Provider provides online access to the End User. Typically, the access is provided only according to the terms of access specified by, and through the authorization of the Content Provider (an organization which acquires CLARIN materials and sufficient rights from the copyright owners and deposits such CLARIN material at some Service Provider). However, in some

cases the CLARIN material shall be acquired directly by the Service Provider and the Service Provider has made necessary agreements with copyright owners to grant access and/or license to this material.

**Effective Date** shall mean the date when this Agreement came into effect, as defined in the page after the front page in the clause "THIS AGREEMENT comes into effect when all the Parties, named below, have signed the Agreement and on the Date of the last signature to this Agreement, ...":

**End User** means a properly identified and authenticated person member of the Identity Federation, who can have access to the CLARIN material.

**Grant Agreement** means the contract FP7 no.212230 CLARIN between the Parties and the European Commission regarding the CLARIN project.

**Identity Federation** means a group of organizations, which cooperate in the area of interorganizational authentication and authorization, by whom the authentication of the End User is done. "Identity Federation" shall also mean Identity Providers, as described below, whenever the context so requires.

**Identity Provider** means an Identity Federation member responsible for authentication of End Users and maintenance of their attributes.

**Parties** mean the Parties of this Agreement and/or other applicable Service Providers, which have become members of the Service Provider Federation (described below) after the Effective Date.

**Project** means establishing and maintaining the CLARIN Service Provider Federation and the associated AAI.

**Service Provider** means a Party to the Agreement, which provides technical access to CLARIN material to End Users and/or stores this CLARIN material according to the terms of access and use associated with such CLARIN material.

**Service Provider Federation** means a federation of Service Providers that provides access to CLARIN material to End Users according to this Agreement. Service Provider Federation means only an agreed form of co-operation between the Parties and no Party has express or implied authority to bind the other in any manner whatsoever on the basis of the Service Provider Federation, unless otherwise agreed between the Parties in form of the power of attorney or otherwise in writing.

**Single Sign-On or SSO principle** means that an End User needs Authentication by only one Identity Provider in order to gain authorized access to the CLARIN material throughout the Service Provider Federation.

## **2 Purpose of the Agreement**

This Agreement contains the terms and provisions of the principles of co-operation between the Parties regarding the start-up of the Service Provider Federation and the Project. The main target of the Project is to establish a single distributed infrastructure to provide to the End User a possibility to gain access to the range of CLARIN materials deposited at the Parties according to the Single Sign-On principle and under several categories of use, which may be common throughout the Service Provider Federation. The purpose of this Agreement is to organize the Project management, to define the respective rights and obligations of the Parties including but not limited to their liability and indemnification, and to set out rights and obligations of the Parties supplementing but not conflicting with those of the Grant Agreement and the Consortium Agreement. This Agreement shall not assign any rights and obligations of any one Party to another Party or to the Service Provider Federation concerning such questions as intellectual property rights of third parties, privacy issues and/or responsibilities towards third parties. However, one goal for the first two (2) year term of this Agreement (start-up period) is to gain experience that could help the Parties to standardize their solutions towards these questions in the future.

## **3 General Obligations of Parties**

The Parties agree to cooperate pursuant to the terms of this Agreement with the purpose of establishing and executing the Service Provider Federation and the associated Authentication and Authorization Infrastructure by offering the End Users secure and stable services and access according to the Single Sign-On principle to CLARIN materials deposited at the Parties.

Each Party represents and warrants that it will act in accordance with all applicable licenses and laws including but not limited to data protection and privacy laws.

Each Party shall perform their obligations under the Service Provider Agreements of the Identity Federations, as described in more detail in Clause 4.1 and in the Annexes.

Each Party shall co-operate with the technical and administrative persons of the Service Provider Federation, described in Clause 6.2, and perform all reasonable obligations required by such persons to enable the proper functioning of the AAI Services.

Each Party shall reserve the personnel and other resources that are necessary for the appropriate fulfilment of the obligations of the Agreement. Each Party shall contribute to the fulfilment of the obligations of the Agreement with regard to the factors that are under its control as may be reasonably expected. Each Party shall make any and all decisions required by it without undue delay. Each Party shall carry out its obligations under the Agreement with due diligence and appropriate professional skill.

Each Party is responsible for informing the End User of the relevant terms of this Agreement, especially Clauses 8 and 15.

The technical and administrative contact person of each Party is named on the signature pages of each Party. The Party shall inform all the other Parties in writing of the change of its contact person.

## **4 AAI Services**

The functioning of the Service Provider Federation presupposes reliable AAI Services. The End User may access the CLARIN materials only after having been identified and authenticated by the Identity Provider to which the End User belongs. Authorization for the use of CLARIN materials may only be granted after such Authentication.

The detailed content of the Authentication and Authorization services including the Authentication technology is stipulated in the Annex 1 of this Agreement.

### **4.1 Service Provider Agreements**

By signing this Agreement the Parties accept the Service Provider Agreements of the Identity Federations (Service Provider Agreements) stated in the Annex 2 a), b) and c), and authorize the Administrative Director Paul Lommen of the Max-Planck Institute for Psycholinguistics, or his authorized representative, to sign identical Service Provider Agreements with these Identity Federations on behalf of each of the Parties.

For that purpose each Party shall grant necessary powers of attorney, Annex 3 a), b), c), and d) at the same time with signing this Agreement.

The Service Provider Federation may decide by the unanimous decision of the Assembly (unless otherwise agreed in the working rules of the Assembly) to enter into Service Provider Agreements with new Identity Federations. In such case, each individual Party may choose to enter into such agreements directly themselves or authorize, with a new power of attorney, the representative of the Max-Planck Institute for Psycholinguistics, or the representative of another Co-ordinating Party, appointed by the Assembly (as described later), to sign these agreements on behalf of the Party.

### **4.2 Termination of the AAI Services**

Parties realize that towards the Identity Federations and the Identity Providers they form a single entity, i.e. federation. If any of the Parties shall not act as required by the Service Provider Agreements, the Identity Federations and/or the Identity Providers have the right to terminate the Service Provider Agreements and the AAI Services towards all the Parties. Thus each Party represents and warrants that it will use the AAI Services in accordance with the Service Provider Agreements and rules of the Identity Federations.

### **4.3 Fees of the Identity Federations**

Each Party is responsible for all the costs concerning that Party to be invoiced by the Identity Federation on the basis of the Service Provider Agreements, if any.

## **5 Participation in the Federation by New Parties**

Parties wish that in the future any party to the Grant Agreement or an organizational member in the CLARIN consortium or some other organization offering linguistic resources shall be able to join the Service Provider Federation provided that it is in a position to properly provide access to linguistic resources by appropriately exploiting stable and secure AAI Services within the distributed Service Provider infrastructure.

The Assembly, described below, shall make the final decision for accepting a new member unanimously, unless otherwise agreed in the working rules of the Assembly. A new party (later on New Party) enters the Service Provider Federation upon signature of the Accession Document, Annex 5, by the New Party and the Co-ordinating Party of the Service Provider Federation (defined in Clause 6.2). Such accession shall have effect from the date identified in the Accession Document. At the same time with signing the Accession Document, the New Party shall sign the necessary Service Provider Agreements or shall give an authorization for the representative of Co-ordinating Party of the Service Provider Federation to sign this Service Provider Agreement on behalf of the New Party. If other Parties are required to enter into agreements individually with Identity Federations used by the New Party, they shall do so as agreed by the Assembly, without delay.

The administrative person, described in Clause 6.2, shall inform the Identity Federations of the entrance of the New Party into the Service Provider Federation.

## **6 Project Organisation**

The Parties shall set up a necessary Project organisation to implement the Project and the co-operation between the Parties as described below and/or decided by the Assembly.

### **6.1 Assembly**

The Parties shall form the Assembly of the Service Provider Federation (later on Assembly). The Assembly shall be the decision making body of the Service Provider Federation. It shall supervise and if necessary direct the implementation of the Project so that the Project proceeds and is finalised as planned. The Assembly shall start its work by making written rules of the Assembly, in which working rules, including decision-making rules, shall be included. Establishing and changing these working rules shall be made unanimously.

In the Assembly each Party is represented by one duly appointed person. Once the entrance of a New Party to the Service Provider Federation has become effective, this Party shall without undue delay appoint a person to represent it in the Assembly.

The Assembly shall have a quorum when each Party's representative is present in the meeting or a Party has given another Party representation and voting authority in writing. The decisions must be made unanimously, unless otherwise agreed in this Agreement and/or in the rules of the Assembly, and minutes must kept of them.

New Project organisations may be established or the current organisations modified on the decision of the Assembly.

### **6.2 Technical and Administrative Persons of the Service Provider Federation**

Towards the Identity Federations the Service Provider Federation is represented by one technical person and one administrative person at the Co-ordinating Party in the Service Provider Federation. The technical and administrative persons shall supervise the performance of the AAI Services and the co-operation between the Parties and the Identity Federations, and act as principal contact persons towards the Identity Federations. The technical or the administrative person shall inform the Identity Federations of any problems relating to the implementation of the AAI Services.

The Assembly shall appoint the Co-ordinating Party of the Service Provider Federation, which appointment may be changed by the decision of the Assembly. At the effective date of this Agreement, the Co-ordinating Party of the Service Provider Federation is Max-Planck institute for Psycholinguistics.

The Co-ordinating Party appoints the technical person and the administrative person. These persons can be changed by due procedure at the Co-ordinating Party.

The technical person and the administrative person are specified in Annex 4. The administrative person shall notify the Identity Federations of all changes concerning these positions, as required by the Identity Federations.

In order to provide the Identity Federation with the necessary information, each Party shall cooperate with the technical and administrative persons and to provide them with the correct and sufficient information necessary to perform their duties towards the Identity Federations.

## **7 Intellectual Property Rights**

Each Party is responsible to guarantee that the Authorization for the End User is not given in any wider extent than expressly permitted in the applicable licenses and laws including but not limited to any copyright laws.

Each Party represents and warrants that any material provided by that Party to the End User does not infringe any copyright, patent or other intellectual property right of any third party. Each Party agrees to indemnify, defend and hold harmless other Parties and/or the Service Provider Federation at its own expense any claims, actions, demands, damages and costs (including but not been limited to attorneys' fees and costs) asserted against that Party or its customers arising out of the breach of the foregoing warranty, provided that the other Parties and/or Service Provider Federation notifies the Party in writing without undue delay after being informed of such claim and the Party is given control over the defence thereof.

Each Party has a right to pass its responsibilities under this Clause 7 to the Content Provider in the agreements between the Party and the Content Provider.

### **7.1 New Results Generated in the Project**

Unless Parties agree or have otherwise agreed, including without limitation the terms of the Grant Agreement and any binding rules of the EU, rights for the new results, including information, material and knowledge, generated in the Project:

- a) Shall be owned by the Party generating the new results; or
- b) When the results are generated jointly (i.e. where the separate parts of some results cannot be attributed to different Parties), they will be jointly owned; and
- c) The access, use and modification rights to the new results shall be granted on a royalty-free basis to all the Parties.

## **8 Suspension of Services to Other Parties and End User**

Without separate liability for indemnification, other Parties shall be entitled to interrupt providing the services concerning the Project and the AAI Services (below Services including both) to a Party either completely or partially in the following situations:

- a) Should the Party commit an essential breach, the other Parties shall be entitled to interrupt the provision of the Services until the defaulting Party fulfils its obligations again;
- b) Should minor breaches committed by the Party recur and continue in spite of the written notices of the other Parties and/or the technical and administrative persons, other Parties shall be entitled to interrupt the provision of the Services until the defaulting Party fulfils his obligations again;
- c) Should a Party, through its action or neglect, have caused a deterioration of quality or otherwise cause an adverse effect on the functionality of the Service Provider Federation or servers of other Parties or Identity Federations, without having remedied its action or neglect within a reasonable period of time upon a written notice; or
- d) Should it be necessary to interrupt the Services due to repair, improvement or preventive maintenance activities.

Hence, the suspension of the Services shall not release the defaulting Party from the remittance of fees as might have been agreed between the Parties or between the Party and the Identity Federations before the termination of this Agreement.

The other Parties shall be entitled to terminate this Agreement with respect to the defaulting Party immediately, if the AAI Services has been interrupted for at least 60 days.

Other Parties shall be entitled, without liability for damage, to interrupt or terminate the provision of the AAI Services completely or partially for one or several End Users including but not limited to the following situations:

- a) Should the End User through his operations, cause technical problems to the AAI Services;
- b) Should there be justifiable reason to believe that the End User may have used the AAI Services in a fraudulent or illegal manner; or
- c) Should it be necessary to interrupt the AAI Services due to repair, improvement or preventive maintenance activities.

## **9 Exclusion of a Party**

The exclusion of a Party may be decided by the Assembly by unanimous vote minus the vote of the concerned Party and pursuant to the terms set forth in the Grant Agreement in the case of the substantial breach of the obligations under this Agreement.

The exclusion of a Party has the same consequences as a withdrawal.

## **10 Withdrawal**

Any Party may request to terminate its participation in the Service Provider Federation and to withdraw from this Agreement, by giving three (3) months prior written notice of termination to the Assembly in writing, indicating the reasons for termination.

The withdrawal does not affect any provision in the Agreement, which by its nature or context is to operate even after termination. Thus, among other things the Party agrees to treat as confidential all confidential information, as defined in Clause 16 hereinafter, for a period of five (5) years from the date when its withdrawal has become effective, and agrees not to apply for any patent or other proprietary right over any confidential information (as described in clause 16) it may have had knowledge of in connection with its participation in the Project.

A withdrawing Party shall return all equipments or materials provided by the other Parties, or destroy them upon their written request, at its own cost.

Parties' right to terminate a Service Provider Agreement is regulated by each Service Provider Agreement in concern. The termination of the Service Provider Agreement by one Party may justify the Identity Federation to terminate the Service Provider Agreements of all the Parties. Thus, the Party willing to terminate the Service Provider Agreement shall inform the other Parties in writing, without undue delay, of its termination plan. The administrative person of the Service Provider Federation shall discuss with the Identity Federations over the effects of the withdrawal of the one Party.

Withdrawal of the one Party shall not terminate this Agreement among the remaining other Parties, unless the Assembly unanimously decides to terminate this Agreement on the basis of the withdrawal of the one Party within three (3) months period of the withdrawal notice of the one Party.

In a case of the withdrawal of one Party, the other Parties shall always endeavour to use their best efforts to continue the Agreement and the Project without the withdrawing Party.

## **11 Financial Provisions**

Each Party is responsible for all the costs of its own performance, to the extent allowed by national and other financing for the Service Provider and the CLARIN infrastructure.

Parties might aim to have a more formal co-operation, in the form of a legal entity, in the future. The necessary budget for the co-operation and the legal entity might be agreed then.



## **12 Representations and Warranties**

The Parties represent and warrant that:

They have full power to enter into and perform their obligations under this Agreement and have taken all necessary action to that effect; and

They have obtained and will maintain throughout the term of his Agreement, all rights, licenses, permissions and approvals, including all registrations in accordance with and as required by the applicable data protection legislation, which are necessary to provide the Services according to this Agreement; and

It will use the Services in accordance with all applicable licenses and laws including but not limited to data protection laws.

## **13 Liability Towards Other Party and/or Service Provider Federation**

No Party shall be responsible to another Party and/or to the Service Provider Federation for any indirect or consequential loss or damages including but not limited to loss of profit, loss of revenue, or loss of contracts.

Party's liability for damages resulting directly from the Party's breach of this Agreement shall not exceed the total sum of 2000 Euros unless the breach is caused by criminal misconduct of the Party.

Each Party will indemnify, defend and hold harmless the Service Provider Federation or other Party at its own expense against any claims, actions, damages and costs arising out of the breach of that Party.

## **14 Liability Towards Third Parties**

Each Party shall assume all legal liability for damage caused to a third party in the scope of its performance of the Project.

Subject always to such other undertakings and warranties as are provided for in this Agreement, each Party shall be solely liable for any loss, damage or injury to third parties, to the extent that the same shall result from the performance of work which has been assigned to the Party in question.

## **15 Data Protection and Data Security**

Each Party will not use the personal data concerning the End Users of the services, including but not limited to such personal data provided by an Identity Federation, for any other purpose than making available the CLARIN material. Each Party will treat the personal data, to which it has access, in the utmost confidence and not disclose it to third parties.

Each Party is committed to comply with the obligations imposed by the currently valid legislation on personal data protection, concerning without limitation processing and disclosure of personal data, obligations of non-disclosure and secrecy, as well as providing a sufficient data security level for the services.

If the domicile of the Party is outside the EU or the European Economic Area (EEA) and the Party is in a country for which the European Commission has not verified the adequate level of privacy protection according to the Directive on Data Protection, or if the domicile of the Party is in the United States of America (USA) and the Party is not committed to adhere to the Safe Harbor principles and the Frequently Asked Questions accepted by the U.S. Department of Commerce and the European Commission to comply with the principles on privacy protection, the Party shall adhere to the stipulations of the currently valid EU Directive on Data Protection regarding processing of personal data.

If the domicile of the Party is in a country for which the European Commission has verified the adequate level of privacy protection according to the EU Directive on Data Protection, the Party shall adhere to the currently valid legislation in the country of domicile when processing personal data subject to this Agreement.

If the domicile of the Party is in the USA and the Party has declared to adhere to the Safe Harbor principles and the Frequently Asked Questions to comply with the principles, the Party shall adhere to the said principles and the related instructions when processing personal data subject to this Agreement.

## **16 Confidentiality**

Each Party undertakes not to disclose to third parties nor use for any purposes other than for the proper fulfilment of the purpose of this Agreement any information received from the other Party and marked in written to be confidential information.

The above mentioned limitations shall not apply to Information which 1) was in the possession of the receiving Party prior to disclosure hereunder as proven by the written records of the receiving Party; or 2) was in the public domain at the time of disclosure or later become part of the public domain without breach of the confidentiality obligation herein contained; or 3) was disclosed by a third party without breach of any obligations of confidentiality; or 4) was independently developed by personnel of the receiving Party; or 5) which are required to be disclosed pursuant to law and/or binding EU-regulations and agreements.

The obligations set forth in this Clause 16 shall apply for a period of five (5) years as of the date of disclosure of the Information in question, regardless of an earlier expiry or termination of this Agreement,

## **17 General Provisions**

### **17.1 Entire Agreement**

This Agreement is made, in addition to exactly same PDF-versions signed separately by each individual founding Party (Parties named at the beginning of this Agreement), in two exactly same originals in English, both signed by all founding Parties. These two signed originals shall be kept as follows: 1) one by the Co-ordinating Party to be made available for consultation at the request of any Party, and 2) the other by the University of Helsinki (as responsible for the CLARIN Work Package 7). The Co-ordinating Party shall send a copy of duly signed original Agreement to all the founding Parties named at the beginning of this Agreement.

This Agreement and its Annexes, constitute the entire agreement between the Parties concerning the Project, and supersede all previous negotiations, commitments and documents concerning the Project including any memoranda of understanding between the Parties (whether or not with others) that relate to the Project or its proposal to the European Commission, excluding, however, the Grant Agreement and the Consortium Agreement.

The Annexes to this Agreement, which form an integral part thereof, are:

ANNEX 1: Technical Specifications of the Services

ANNEX 2: Service Provider Agreement templates

- a) Service Provider Agreement of Haka
- b) Service Provider Agreement of Deutsche Forschungsnetz
- c) Service Provider Agreement of SurfFederation

ANNEX 3: Powers of Attorney

ANNEX 4: Technical and Administrative Persons of the Service Provider Federation

ANNEX 5: Accession Document

In the event of any discrepancy between the content of this Agreement document on the one hand and any of the Annexes on the other hand, the content of this Agreement shall prevail.

## **17.2 Transfer or Assignment**

No Party shall, without the prior written consent of the Assembly and in accordance with the provisions of the Grant Agreement, assign or otherwise transfer partially or totally any of its rights or obligations under this Agreement, unless otherwise agreed in writing. Such consent shall not be unreasonably withheld when such assignment or transfer is made to an affiliate of that Party.

## **17.3 Pan-European Legal Entity**

One of the objectives for the CLARIN preparation phase, ongoing at the Effective Date, is to lay an organisational foundation for the future co-operation. One possibility is a new pan-European legal entity, such as an European Research Infrastructure Consortium (ERIC).

In order to ensure the continuance of the activities covered by this Agreement in a possible new legal entity, the Service Provider Federation and its Parties may, upon a unanimous decision of the all the Parties transfer all or parts of the activities covered by this Agreement to a new pan-European legal entity, upon which decision (a) the mutual and third-party agreements and the responsibilities they incorporate shall be assigned and transferred to such a new legal entity, to the extent as is permitted by these agreements and (b) all necessary changes to this Agreement and other relevant associated agreements arising from this transfer shall be implemented.

In connection to such transferring of the activities and the agreements to the pan-European legal entity, the Assembly shall consider necessary amendments to this Agreement. In particular the determination of the applicable law and the selection of the location of arbitration (Clause 17.6) and the Clause concerning the new results generated in the project (Clause 7.1) shall be considered to conform with the regulations of the pan-European legal entity.

All the amendments to this Agreement shall be done as agreed in Clause 17.8 Amendments.

## **17.4 Subcontracting**

Each Party shall have the right to subcontract its obligations under this Agreement. Each Party shall ensure that its sub-contractor complies with the data protection and confidentiality provisions specified in Clauses 15 and 16 and with all other relevant clauses of this Agreement. Each Party shall be liable for the work of its sub-contractors as for its own.

## **17.5 Language and Notices**

This Agreement is drawn up in English, which shall govern all documents, notices and meetings for its application and/or extension or in any other way relative thereto.

Any notice given by one Party to the other shall be deemed properly given if specially acknowledged by the receiving Party in writing or when delivered to the recipient by registered mail to the contact person.

## **17.6 Applicable Law and Settlement of Disputes**

This Agreement shall be construed according to and governed by the laws of Finland.

The Parties shall as far as possible try to settle by amicable means any disputes that may arise from the interpretation or application of this Agreement.

Any and all disputes that may arise between the Parties under or in connection with this Agreement shall be finally settled in arbitration in accordance with the Rules of Arbitration Committee of the Finnish Central Chamber of Commerce pursuant to the regulations in force. The arbitration shall be conducted in Helsinki, Finland, in the English language.

## **17.7 No Partnership**

Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture or agency between the Parties and no Party has expressed or implied authority to bind the other in any manner whatsoever unless otherwise agreed between the Parties in form of the power of attorney.

### **17.8 Amendments**

Any amendment to this Agreement or its Annexes shall be agreed upon by all the Parties on a case-by-case basis in writing with the reference to this Agreement or the Annex as applicable and shall thereafter constitute an integral part of this Agreement or the Annex. Amendments or changes to this Agreement shall be valid only if signed by all of the Parties. The Accession Document (Annex 5) shall be valid if signed by the Co-ordinating Party (defined in Clause 6.2) and the New Party.

### **17.9 Severability**

Should any provision of this Agreement prove to be invalid or incapable of fulfilment, or subsequently become invalid or incapable of fulfilment, whether in whole or in part, this shall not affect the validity of the remaining provisions of this Agreement. In such a case, the Parties shall be entitled to demand that a valid and practicable provision be negotiated which most nearly fulfils the purpose of the invalid or impracticable provision.

### **17.10 Duration and Termination of the Agreement**

The Agreement shall become effective on the Effective Date and remain in force for a start-up period of two (2) years from the Effective Date. Any events of new Parties joining this Agreement shall not affect the Effective Date. The termination of the preparation period of CLARIN shall not affect to validity of this Agreement.

After the termination of the two (2) year period the Agreement will be automatically renewed for a new two (2) year period at a time, unless otherwise agreed unanimously by the Assembly three months before the expiration of the previous two (2) year period.

The termination of this Agreement shall not affect the validity of the Grant Agreement, the Service Provider Agreements with Identity Federations or any other agreements.

Each Party has always a right to withdraw from this Agreement within the three-month period as agreed in Clause 10.

### **17.11 General Provisions Relating to Termination**

The provisions of this Agreement relating to liability, confidentiality, intellectual property rights and publications shall survive the term or termination of this Agreement for any reason whatsoever to the extent needed to enable the Parties to pursue the rights and remedies provided for therein.

For the avoidance of doubt, termination or withdrawal shall not affect any rights or obligations incurred prior to the date of the termination.

## 17.12 Signatures

NAME OF THE PARTY AND NAMES OF THE CONTACT PERSONS
<p>Name of the Party: <b>CSC – Tieteen tietotekniikan keskus Oy</b></p> <p>Name of the technical contact person of the Party (SAML administrator) and the contact information:</p> <p>Name of the administrative contact person of the Party and the contact information:</p>
<p>AS WITNESS: The Parties have caused this Service Provider Federation Start-up Agreement to be duly signed by the undersigned duly authorized representatives in separate signature pages on the day and year written below.</p>
<p>Name:</p> <p>Title:</p> <p>Signature:</p> <p>Place:</p> <p>Date:</p>

NAME OF THE PARTY AND NAMES OF THE CONTACT PERSONS
<p>Name of the Party: <b>Max Planck Society, Max-Planck Institute for Psycholinguistics</b></p> <p>Name of the technical contact person of the Party (SAML administrator) and the contact information:</p> <p>Name of the administrative contact person of the Party and the contact information:</p>
<p>AS WITNESS:</p> <p>The Parties have caused this Service Provider Federation Start-up Agreement to be duly signed by the undersigned duly authorized representatives in separate signature pages on the day and year written below.</p>
<p>Name:</p> <p>Title:</p> <p>Signature:</p> <p>Place:</p> <p>Date:</p>

<b>NAME OF THE PARTY AND NAMES OF THE CONTACT PERSONS</b>
<p>Name of the Party: <b>Institut für Deutsche Sprache (IDS)</b></p> <p>Name of the technical contact person of the Party (SAML administrator) and the contact information:</p> <p>Name of the administrative contact person of the Party and the contact information:</p>
<p><b>AS WITNESS:</b> The Parties have caused this Service Provider Federation Start-up Agreement to be duly signed by the undersigned duly authorized representatives in separate signature pages on the day and year written below.</p>
<p>Name:</p> <p>Title:</p> <p>Signature:</p> <p>Place:</p> <p>Date:</p>

<b>NAME OF THE PARTY AND NAMES OF THE CONTACT PERSONS</b>
<p>Name of the Party: <b>Institute for Dutch Lexicology (INL)</b></p> <p>Name of the technical contact person of the Party (SAML administrator) and the contact information:</p> <p>Name of the administrative contact person of the Party and the contact information:</p>
<p><b>AS WITNESS:</b> The Parties have caused this Service Provider Federation Start-up Agreement to be duly signed by the undersigned duly authorized representatives in separate signature pages on the day and year written below.</p>
<p>Name:</p> <p>Title:</p> <p>Signature:</p> <p>Place:</p> <p>Date:</p>



NAME OF THE PARTY AND NAMES OF THE CONTACT PERSONS
<p>Name of the Party: <b>Berlin-Brandenburgische Akademie der Wissenschaften</b></p> <p>Name of the technical contact person of the Party (SAML administrator) and the contact information:</p> <p>Name of the administrative contact person of the Party and the contact information:</p>
<p>AS WITNESS:</p> <p>The Parties have caused this Service Provider Federation Start-up Agreement to be duly signed by the undersigned duly authorized representatives in separate signature pages on the day and year written below.</p>
<p>Name:</p> <p>Title:</p> <p>Signature:</p> <p>Place:</p> <p>Date:</p>

## **ANNEX 1: Technical Specifications of the Services**

- a. Each Party functioning as a Service Provider within the CLARIN Service Provider Federation shall acknowledge and accept Authentication of End Users according to the Single-Sign-On (SSO) principle via any and all national Identity Provider Federations with which the CLARIN Service Provider Federation has registered as a Service Provider in accordance with Article 4.1 with the exceptions allowed for in Article 4.1.
- b. In such Authentication, the Service Providers as well as the Identity Providers must be able to understand and send assertions according to the SAML 2.0 format.
- c. All Service Providers and Identity Providers associated with the Service Provider Federation shall provide Identity Certificates which have been issued by a respected Certificate Authority (e.g. the CAs from TACAR)
- d. For Authorization and subsequent access to CLARIN material, the eduPersonPrincipalName (ePPN) attribute shall be considered sufficient for representing End User identity.
- e. Each Party functioning as a Service Provider shall be willing and prepared to make available and authorize access to CLARIN materials deposited at the Service Provider for all properly authenticated End Users pursuant to point (a), with the exceptions allowed for in Article 8 provided that the individual conditions attached to the materials are met by the applicant End User and, when required, the Authorization is approved by the original Content Provider. SSO Access to CLARIN materials via a web-based interface is deemed sufficient.

## **ANNEX 2: Service Provider Agreements templates**

a) Deutsches Forschungsnetz (DFN), Germany

b) SurfFederatie, The Netherlands

c) Haka, Finland

# DFN-AAI Service Provider Agreement

(the *Agreement*)

between

**DFN-Verein**, Alexanderplatz 1, 10178 Berlin

and

---

(the *Parties* and each a *Party*)

## WHEREAS:

- A. The DFN-AAI is an infrastructure for a group of organizations (the *Participants and service providers*) which cooperate in the area of inter-organizational authentication and authorization;
- B. Details of the DFN-AAI and a short explanation of the AAI Services may be accessed at <http://www.aai.dfn.de>;
- C. The Service Provider wishes to co-operate with the DFN-AAI and to receive certain services from the DFN-AAI (the *Services*) and to comply (a secure compliance) with a common set of policies and practices;

## THEREFORE, THE PARTIES AGREE AS FOLLOWS:

## 1 Definitions

Capitalized terms used in this Agreement have the following meanings:

<i>AAI</i>	means Authentication and Authorization Infrastructure
<i>AAI Services</i>	means (i) the development and operation of the central AAI system, including the operation of the WAYF server and the coordination of the federation members' WAYF servers; (ii) the operation of a competence center (test lab, training, consulting); and (iii) the development of generic add-ons to Shibboleth
<i>Affiliate</i>	means, as to a person or entity, another person or entity which exercises Control over such person or entity, or is under Control by it, or is under common Control by the same person or entity
<i>Attributes</i>	End User data needed for access control decisions
<i>Dependencies</i>	means the technical pre-requisites which the systems of the Federation Partners should meet
<i>End User</i>	means a registered member of a Home Organization
<i>Force Majeure</i>	means, in relation to either Party, any event beyond its reasonable control including any strike, act of God, natural disaster, fire, war, riot or national turmoil
<i>Home Organization</i>	means participating institutions (other than service provider) such as universities or research institutes which register End Users
<i>Resources</i>	means material to which access is granted, e.g. applications, websites, databases, systems, etc.
<i>WAYF-Server</i>	"Where-Are-You-From"-server, means a register of meta data describing the AAI Federation's authentication services used by Resources

## 2 Services provided by DFN-AAI

- (a) The Services provided hereunder are AAI Services as set forth on DFN-AAI website (<http://www.aai.dfn.de>) and as varied from time to time.

## 3 Rights and Obligations of DFN

- 3.1 DFN will provide the Services with due care, taking into account generally accepted business practices, the legitimate interests of the federation participants and Service providers as well as the available resources of DFN and with a view to efficiently control costs of Service delivery.
- 3.2 DFN will be relieved from providing the Services if the Dependencies are not met, in case of Force Majeure or if the service provider uses or permits the use of the Services in violation of the terms of this Agreement or the applicable law.
- 3.3 DFN may change the Services upon reasonable prior notice published on the dedicated DFN-AAI website.

- 3.4 Upon a written request by the Service provider setting forth a misuse of the services by an End User, DFN will undertake commercially reasonable efforts to have the respective Home Organization suspend or cancel the account of such End User. Further, DFN will offer reasonable assistance in identifying an End User in case of a severe misuse.

## **4 Rights and Obligations of the Service Provider**

- 4.1 The Service provider will secure that the following Dependencies are met:
- Download, installation, integration and operation of the AAI software and tools, including updates.
  - Provide technical and administrative contact information to DFN.
  - Use of server certificates provided by an accredited CA for all their AAI elements.
- 4.2 The Service provider will cooperate with DFN and perform all obligations reasonably required to enable the proper functioning of the Services with due care, taking into account generally accepted business practices. It will refrain from altering or otherwise interfering with the Services and systems provided by DFN except as required for the proper operation thereof.
- 4.3 The Service provider will timely inform DFN if Services have not been delivered by the agreed time or if quality of service is insufficient, stating the reasons for its dissatisfaction in detail. Late notice will result in the forfeiture of all related rights.

The Service provider will enter into appropriate arrangements with one or several federation participants concerning the delivery of or access to Resources. For the avoidance of doubt, such arrangements are the sole responsibility of the Service provider and DFN shall have no obligations or responsibilities relating thereto.

## **5 Representations and Warranties**

- 5.1 The Parties represent and warrant that:
- (a) they have full power to enter into and perform their obligations under this Agreement and have taken all necessary action to that effect; and
  - (b) they have obtained and will maintain throughout the term of this Agreement, all rights, licenses, permissions and approvals, including all registrations in accordance with and as required by the applicable data protection legislation, which are necessary to provide and obtain the Services in accordance with this Agreement.
- 5.2 DFN represents and warrants that it will perform its obligations under this Agreement in accordance with the standards of performance set forth herein. For the avoidance of doubt, DFN does not make any representations or warranties with regard to the reach or coverage of the AAI, neither as regards the number of End Users or AAI Participants nor as regards the existence or availability of any particular Attributes.
- 5.3 The Service provider represents and warrants that it will use the Services in accordance with all applicable licenses and laws including but not limited to data protection and privacy laws.

## **6 Remedies**

- 6.1 In case of any breach of the obligations and warranties of DFN hereunder, the Service provider will have the following remedies:
- (a) to request corrective action for all remedial breaches; or
  - (b) to terminate the Agreement in accordance with Section 10 below.
- 6.2 The above mentioned remedies are exclusive, and all and any statutory remedies are hereby waived.

## **7 Intellectual Property**

- 7.1 Except as provided herein, all rights and interest in the AAI-concept, the know-how, the documents, the tools and the software employed, delivered or developed by DFN as part of the Service delivery vests in DFN.
- 7.2 For all such developments DFN grants to the Service provider for the term of this Agreement, a worldwide, nonexclusive, nontransferable license to use and permit the Service provider's agents, representatives and End Users to use such, solely in connection with and for the purpose of delivering the Services.

## **8 Liability**

- 8.1 All and any liability of the Parties hereunder (if any) will be limited to damages incurred by gross negligence or wilful intent of the other Party, its employees, agents or subcontractors.
- 8.2 In no event shall DFN be liable for any acts or omissions (including but not limited to instructions, notices and recommendations) of its employees, agents or subcontractors resulting in:
- (a) any delayed addition, modification or deletion of entries in the WAYF-Server;
  - (b) any errors or faults in the registration or distribution of meta-data;
  - (c) any errors or faults in the DFN tools;
  - (d) the AAI Services being not available; and
  - (e) any other damage, whether direct or indirect, exceeding an amount of EURO 1000.-.

## **9 Data Protection**

- 9.1 Each Party will at all times throughout the term of this Agreement and as may otherwise be necessary, comply with the applicable provisions and obligations imposed by the German Data Protection legislation so far as they relate to the Services and to the processing of personal data.
- 9.2 The Service provider will ensure that appropriate technical and organisational measures are taken against unauthorised or unlawful processing of data and against accidental loss or destruction of, or damage to, this data. It will adhere to any reasonable recommendation made by DFN to ensure compliance with the measures described in this Section.
- 9.3 The Parties will, inter alia, (i) comply with the German and EU provisions relating to the transfer of personal data abroad, (ii) comply with and include the EU Standard Contractual Clauses (or such stricter terms as may be required in certain Jurisdictions) into all agreements relevant for or relating to the transfer of data outside of the EU, and (iii) will be prevented from having or providing remote access to personal data from any country but the countries listed hereafter: EU, EEA, Canada, Switzerland or any country subject to an official finding to guarantee an equivalent level of data protection as applicable in the EU, such as the countries of the EU white list issued by the European Commission. Any transfer of personal data to the United States may only occur after the Parties have independently verified that the recipient of such data fully complies with the EU Safe Harbour provisions, and where necessary, specific local legal requirements have been fulfilled.

## **10 Term and Termination**

- 10.1 This Agreement is entered into for an indefinite term. It may be terminated by either Party by giving 12 months prior notice effective as per the end of a calendar year.
- 10.2 Notwithstanding this, a Party may terminate this Agreement
- (a) if the other Party commits a material breach which is not cured within 30 days after notice reasonably describing such breach;
  - (b) in case of Insolvency of the Service provider;
  - (c) if the Agreements with all participants are terminated; and
  - (d) if and as entitled to do so pursuant to another Section of this Agreement.
- 10.3 Upon termination, the Service provider will return all DFN and all other documents and software (if any) received from DFN as part of the Service delivery and will confirm that it has destroyed all copies thereof, subject to mandatory archival duties.

## **11 General Provisions**

- 11.1 This Agreement shall be governed by and construed in accordance with German law, without reference to conflict of laws principles. This agreement is subject to the exclusive jurisdiction of German courts in Berlin.



## **V1.6 28.10.09**

- 11.2 Neither Party may assign or delegate this Agreement or any of its rights or duties under this Agreement without the prior written consent of the other; provided, that either Party may assign this Agreement to an Affiliate which has assumed in writing all obligations under this Agreement. However, an assignment of this Agreement to an Affiliate of the Service provider requires a prior application to DFN which application must be supported by a federation participants.
- 11.3 If any section, paragraph, provision, or clause in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement shall be valid and enforceable and the Parties will negotiate, in good faith, a substitute, valid and enforceable provision which most nearly effects the Parties' intent in entering into this Agreement.
- 11.4 The terms and conditions herein contained constitute the entire agreement between the Parties and supersede and terminate all previous agreements and understandings, whether oral or written, between the Parties hereto with respect to the subject matter hereof, including, without limitation, any distribution and related agreements in effect as of the date hereof.
- 11.5 This Agreement may be amended at any time by mutual written agreement among the Parties. If and to the extent the Service Agreement with the participants is amended pursuant to the terms thereof, this Agreement will be amended accordingly, with such amendment becoming effective as of the 30<sup>th</sup> day after having served a notice thereof to the Service provider.
- 11.6 Any notice required or permitted by this Agreement shall be given in writing or by email.

## **12 Contact**

### **12.1 Administrative Contact**

Name / Surname, Address	
Phone, Fax	
E-Mail	

## 12.2 Technical Contact

Name / Surname, Address	
Phone, Fax, E-Mail	
User-ID for DFN Test-System (if available)	

\*\*\*\*\*

Berlin, ...

DFN

\_\_\_\_\_  
by:

...

\_\_\_\_\_  
by:

\_\_\_\_\_  
by:

\_\_\_\_\_  
by:

Radboudkwartier 273  
Hoog Catharijne  
PO Box 19035  
NL-3501 DA Utrecht

T +31 302 305 305  
F +31 302 305 329

admin@surfnet.nl  
www.surfnet.nl

Date [date]  
Our reference  
Your reference  
Subject SURFfederatie F2007/[number]

Dear Sir, Madam,

Enclosed is the agreement in duplicate providing the [services] available for the members of the SURFfederatie. Once this agreement is signed, your organisation has become Partner of the SURFfederatie. All information with respect to the SURFfederatie can be found at <http://federatie.surfnet.nl>.

We kindly ask you to sign the agreement and initial the appendices on the appropriate places in duplicate and return one copy to SURFnet.

Yours sincerely,

Evelijn Jeunink  
SURFnet bv

Encl.: - Agreement (in duplicate)

## **AGREEMENT**

With respect to providing  
the [services] to the members of the SURFfederatie

between

[name of company]

and

SURFnet bv

SURFnet agreement  
Registration number: F2007/[number]  
[date]

## **PREAMBLE**

### **Parties:**

#### **SURFnet bv,**

Principal place of business in business centre Radboudburcht, Radboudkwartier 273,

Represented by Mr. W.J van Dijk,

Head of Account Consultancy,

Herein after referred to as: SURFnet

and

#### **[name of company].,**

Principal place of business at ADDRESS,

Represented by NAME,

[Job Title],

Herein after referred to as: [name of company]

Considering the following:

- SURFnet as per 1 November 2007 provides the service SURFfederatie, in which SURFnet provides a federative authentication structure to its federation members, herein after referred to as the SURFfederatie;
- The SURFfederatie has Federation Members and Partners. Federation Members are institutions, which are part of the SURFnet target group and have signed the SURFfederatie Appendix attached to the SURFnet Users Agreement. Partners are service providers not part of the SURFnet target group and who supply services to the members of the SURFfederatie;
- Once the agreement has been signed [name of company] will act as Partner of the SURFfederatie;
- [name of company] will give users of the SURFfederatie access to the [services], By using the SURFfederatie provided by SURFnet;
- By using the SURFfederatie, [name of company] may rely on adequate data provided on Users by a Federation Member, thus [name of company] does not need to collect and maintain those data themselves;
- Unless specified otherwise, [name of company] will negotiate with SURFdiensten B.V. with respect to agreements on licences for (higher) education;
- This agreement lays down mutual obligations for providing services to the Users of the SURFfederatie, and the offering of facilities related to the SURFfederatie SURFnet to [name of company]. This agreement will be published on the SURFfederatie website (<http://federatie.surfnet.nl>) and hence will be transparent to all participants of the SURFfederatie.

## **Parties agree upon the following:**

### **Article 1                      Definitions**

In this agreement the following terms have these given meanings:

Partner	A Partner of the SURFfederatie is a service provider not participating within the SURFnet target group and offering services to the Federation Members which are not accessible in a public domain and for which Authentication of the User is required. For this, the Partner does not maintain its own data base with User Data on behalf of the Authentication of Users, but relies on the data which have been provided via the SURFfederatie of the Federation Member. An overview of the Partners of the SURFfederatie can be found at <a href="http://federatie.surfnet.nl">http://federatie.surfnet.nl</a> .
Federation Members	Any institution affiliated to SURFnet having signed the SURFfederatie Appendix, which is part of the SURFnet User Agreement and hence endorses the policy of the SURFfederatie. An overview of the Members of the SURFfederatie can be found at <a href="http://federatie.surfnet.nl">http://federatie.surfnet.nl</a> .

SURFfederatie	Federative Authentication service offered by SURFnet to its participants. The SURFfederatie is further specified in Appendix I of this agreement. SURFnet will ensure that Federation Members and Partners have access to the facilities of the SURFfederatie.
User	Any student or employee of an institution linked to SURFnet and member of The SURFfederatie by means of endorsing the Appendix of the SURFfederatie, pertaining to the SURFnet Users Agreement.
Authentication	Establishing the identity of User which may or may not include verification of the institution to which User belongs, on behalf of online access to services.

## **Article 2                      Description of the [services]**

[name of company] will provide its [services] to Users, using the facilities of the SURFfederatie as further specified in Appendix I attached to this agreement, which forms an integral part of this agreement.

The [services] offered by [name of company] is further described in Appendix II attached to this agreement, which forms an integral part of this agreement.

The [services] is offered by [name of company] to User based on:

- an agreement between [name of company] and User;
- or an licence agreement as concluded by or on behalf of a Federative Member and [name of company].

## **Article 3                      Suspension of services provided**

SURFnet has the right, in case [name of company] does not comply with the regulations as stipulated in this agreement, or in case SURFnet suffers damages to an imputable situation created by [name of company], to suspend the right of use of the SURFfederatie until [name of company] meets the requirements as stipulated in this agreement, or the imputable situation caused by [name of company] has been terminated.

## **Article 4                      Privacy**

[name of company] will not use the personal data of Users of the [services] for any other purpose as stipulated other than resulting from the services offered as described in this agreement to Users of the [services].

[name of company] will treat the personal data, to which it has access, with the utmost confidence complying with SURFnet Privacy Best Practice. This Best Practice results from the Personal Data Protection Act as laid down by Dutch Law, with respect to the use of personal data, which can be found within the SURFfederatie on <http://federatie.surfnet.nl>.

## **Article 5                      Marketing efforts and right of ownership**

[name of company] is responsible for marketing of the [services]. [name of company] will act independently on the execution. Stating the name of SURFnet, including via third parties, is only permitted after permission by SURFnet.

Based on this agreement, no transaction of right of ownership of [name of company] to SURFnet will take place concerning the [services].

[name of company] will respect the rights of ownership on designs, materials, and documentation underlying the SURFnet network, the SURFnet services and the SURFnet organisation.

## **Article 6                      Mutual obligations**

[name of company] has the following obligations to User that enters into an agreement with [name of company] or that uses the [services] through a licence of a Federative Member:

- [name of company] is responsible for providing the [services], in accordance with the agreement entered between [name of company] and User or between [name of company] and a Federative Member;
- [name of company] will inform SURFnet which facilities are required for using the service. This information will be recorded in a register on the website of the SURFfederatie;
- [name of company] is responsible for all communication to User with respect to subscribing, unsubscribing and changing the subscription and will provide all necessary procedures;
- [name of company] is responsible for authorising Users to use the services after the Authentication and authorisation of the Federation has been provided;
- [name of company] is responsible for invoicing to User or Federative Member, including the possible risk of collection;
- [name of company] is responsible for offering a primary help desk for User;
- [name of company] is responsible for handling any error with respect to the service provided to User by [name of company].

[name of company] has the right to outsource parts of these obligations to third parties under the responsibility of [name of company], provided there is unambiguity to Users with respect to subscriptions, unsubscriptions, changes, queries and failures.

SURFnet has the following obligations to [name of company]:

- SURFnet has an obligation to perform to the best of its ability with respect to the proper performance of the SURFfederatie, bearing in mind the rightful interests of the Federative Members and the Partners of the SURFfederatie;
- SURFnet will record the applicable service levels applying to the SURFfederatie into SURFnet Service Level Specification (SLS), located at <http://www.surfnet.nl/diensten/sls>;
- SURFnet is responsible for offering secondary helpdesk facilities for the SURFfederatie.



## **Article 7                      Duration and termination of agreement**

The agreement between SURFnet and [name of company] has a duration of one year which will take effect on the date of endorsement. After termination of this period the agreement will be renewed repeatedly and tacitly with one year. Early termination is possible for all parties with a three-months notification.

## **Article 8                      Alterations**

Alterations and other stipulations with respect to this agreement will have to be laid down in writing including duly signatures referring to this agreement.

## **Article 9                      Transferability**

No party has the right to transfer its rights or obligations, partially or in full, resulting from this agreement or any further agreements, without prior written permission of the other party. The party granting the permission has the right to set conditions to this permission. Transfers which are in violation of the stipulated rules as given above will be deemed void by the other party.

## **Article 10                    Liability**

Parties are responsible for material damages resulting from equipment and or provisions by the counterparty, up to a maximum of € 10,000, as far as the damage is a clear result of negligence, incautionness or wrongful conduct. Liability with respect to attributable failure by parties is limited to the actual damage. Parties cannot be held responsible for subsequent damages, including business stagnation.

Liability claims need to be filed within six months after the loss-causing occurrence. The liability claims must be filed in writing, stating the nature and extent of the damages and must include evidence with respect to the liability.

SURFnet cannot be held responsible for damages suffered by [name of company] by using, misusing or being unable to use the facilities of the SURFfederatie.

## **Article 11 Termination**

Should one party commit breach of contract in fulfilling its obligations, the other party has the right to terminate the relevant agreement in full or partially.

In any case one party will go into a state of bankruptcy, in case one party will be granted moratorium, in case one party will be subject to seizure on a substantial part of his capital or property, or on the fulfilment of matters related to the agreement, in case the actual control will change significantly, or in case one party will cease its activities in full or up to a certain extent or in case one party will wind up its activities, the other party will have the right to terminate this agreement effective immediately.

The stipulations set in this Article do not alter the other stipulations pertaining to this agreement in respect of early termination of this agreement.

#### **Article 12 Applicable Law**

Dutch Law applies to this agreement. Any dispute with respect to the realization, interpretation or execution of this agreement will be submitted for arbitration to the authorized court in Utrecht.

#### **Appendices forming part of this agreement**

- Appendix I : Description SURFfederatie
- Appendix II: Description of the [services]

#### **Drawn up in duplicate and signed as correct:**

dated .....  
[name of company]

dated .....  
SURFnet bv

NAME  
POSTION SERVICE

Mr W. J. van Dijk  
Head Account Consultancy

**Appendix I forming part of contract number: F2007/[number]  
dated [date]**

**Description SURFfederatie**

The SURFfederatie offers [name of company] access to its services to Users within the SURFnet-target group. Access is realized via an account at the organisation of User.

The SURFfederatie will facilitate Users to credit their identity by using data, which the organisation will provide and maintain by User. SURFnet has drafted the rules with respect to good conduct of the data as deemed necessary for the Authentication process.

The organisation itself, the Federative Member, will verify the identity of User and will provide these details, completed with the hallmarks of User if necessary, to the SURFfederatie. This way of conduct will ensure that [name of company] can trust the information with respect to the identity and may use the data for access to its services.

The SURFfederatie offers [name of company] the possibility to verify the access up to the level of the individual Users, instead of IP-account access allowance verification. This verification may be executed based on behalf of the organisation to which User belongs, based upon the specific User Attributes.

**Appendix II forming part of contract number: F2007/[number]  
dated [date]**

**Description of the [services]**

The [services] is ...



### Application for Federation Membership or Partnership in Haka Federation

The organization applies for	membership of the federation partnership of the federation change request for current membership/partnership
<b>Only organizations applying for partnership fill in</b>	
Does the organization have an agreement with a federation member on the service for which Haka provides authentication and authorization?	Yes. Fill in the name of the service and the contact person of the federation member
<b>Applicant</b>	
Name of the organization	
Calling name (if not the same)	
www homepage	
The organization is	a university or a polytechnic a research institution a university hospital an organisation supporting research and education else, what _____
The email address for delivering notices and reports (see the Service Agreement, chapter 9)	
<b>The administrative contact person of the applicant</b>	
Name	
Position in the organization	
Address	
Email address	
Phone number	
eduPersonPrincipalName	
<b>Signature</b>	
Date and time	Signature

**Please attach two signed Service Agreements** for Federation Members or Federation Partners and return the application to

*Haka agreements*  
CSC – IT Center for Science Ltd.  
P.O. Box 405  
FIN-02101 ESPOO  
FINLAND

# Haka Federation

## Service Agreement for Federation Partners

CSC - IT Center for Science Ltd, hereafter called Operator and

hereafter called Federation Partner, together agree on the use of the authentication and authorization infrastructure (AAI) services as follows:

The **Haka Federation** is a group of organizations founded by Finnish universities and polytechnics which cooperate in the area of inter-organizational authentication and authorization. The **purpose** of the Federation is to support higher education and research institutions by developing and maintaining an infrastructure for user authentication and authorization.

Universities, polytechnics, state-owned and other publicly funded research institutions, university hospitals and other organizations supporting research and education are allowed to join the Federation as **Federation Members**, as described in more detail in Appendix 2. Organizations that sign the Service Agreement for Federation Members together with the Operator, thus become Federation Members and form the Federation together with the Operator and Federation Partners.

Within the federation framework, a Federation Member can act both as a Home Organization and a Service Provider. A **Home Organization** means a university, polytechnic, research institution, university hospital or other organization supporting research and education that has signed the Agreement for Federation Members, maintains the identity and attributes of the person affiliated to the organization (**End User**) and is responsible for authenticating them. A Home Organization shall have an up-to-date user information management system and comply with the other requirements set for it in Appendix 3.

A **Service provider** means an organization that has signed the Agreement for Federation Members or the Agreement for Federation Partners and provides services to End Users authenticated by Home Organizations. The Service Provider can be a university, polytechnic, research institution, a joint venture of them or another external organization (**Partner**) as defined in Appendix 2. The Service Provider is subject to the requirement to process personal data in compliance with the purpose of the Federation and to the other requirements of the Federation, defined in Appendix 3.

For authentication and authorization purposes, the Haka Federation is entitled to collaborate also with corresponding foreign Federations.

This Agreement shall replace a possible earlier agreement signed between the Operator and the Federation Partner concerning the AAI services of the Haka Federation.

### **1. Scope of the Agreement**

The aim of this Agreement is to agree on a common set of policies and rules to ensure flexible and proper functioning of the AAI and compliance with legal obligations. The Federation's activities coordinated by the Operator are described in more detail in the Appendices hereto.

The scope of this Agreement is limited solely to providing inter-organizational network services related to the AAI and to the conditions for their use. The Agreement has no effect on possible contracts between

Federation Members and Service Suppliers concerning the content of the services, pricing, access rights, or possible indemnification liabilities caused by them.

The Agreement is supplemented by the following eight Appendices:

- (a) Appendix 1: Definitions
- (b) Appendix 2: Organization of the Federation
- (c) Appendix 3: Service description and requirements
- (d) Appendix 4: Process for joining the Federation and the AAI
- (e) Appendix 5: Software Licenses
- (f) Appendix 6: General Terms of Agreement of CSC - IT Center for Science Ltd
- (g) Appendix 7: End User's consent for attribute release
- (h) (e) Appendix 8: Prices

This Agreement and its Appendices comprise a contract entity. In case of divergent interpretation, the Agreement itself shall prevail and thereafter the Appendices in ascending order. Appendix 6 shall be applied as applicable, taking into consideration that the General Terms of Agreement have been created to cover the provision of services, which is not relevant in this situation.

## **2. Obligations of the Operator**

The Operator provides the inter-organizational AAI services for the Federation Partner in accordance with this Agreement and the Appendices hereto.

The Operator shall provide Federation Partners with the services presented in Appendix 3.

When attending to the maintenance of the AAI services and servers, the Operator shall pursue their maximum accessibility and simplicity of use. Under normal circumstances, the AAI services shall be available at all times notwithstanding short downtimes for maintenance. However, the Operator shall not be obligated to arrange emergency duty or maintenance services outside normal working time.

The Operator shall not be liable for interruptions or delays due to errors in system software, failures or maintenance or hardware installation of computers, data transmission or terminal equipment, or other similar valid reasons.

The normal policy is that downtime caused by maintenance etc. should be informed of in advance, but the Operator is entitled to interrupt the AAI services due to essential repair work or to avoid serious disorders or security problems.

The Operator shall inform the Federation Partner the names of the AAI contact persons and their electronic addresses, where reports related to this Agreement can be submitted.

The Operator may also sign agreements with foreign collaboration partners providing AAI services provided that the Advisory Committee, defined in Appendix 2, has approved the respective draft agreement in writing. A currently valid model Agreement and the appendices attached thereto shall be available for the Federation Partner on the Operator's website.

## **3. Obligations of the Federation Partner**

The Federation Partner is entitled to act as set forth in this Agreement as a Service Provider, as defined in Appendix 2.

The Federation Partner

- shall undertake the responsibilities for appropriate use of the service, as defined in Appendix 3, and ensure that the requirements as per Appendix 3 are met, and

- shall notify the Operator of its technical and administrative contact person and the electronic address, to which reports related to this Agreement can be submitted.

When acting as a Service Provider, the Federation Partner

- shall be responsible for all services provided to the Federation by institutes and other units operating under the Service Provider's auspices. Prior to starting to provide services, the administrative contact person of the Federation Partner shall inspect the Privacy Policy and the contents of the services to be provided, and ensure that the service complies with the requirements set forth in Appendix 3 in all other respects, as well. On behalf of the Federation Partner, the administrative contact person shall inform the Operator of the commencement of providing services as set forth in Appendix 3, and
- shall not use the personal data at his disposal for any other purpose than that defined in the Privacy Policy issued at the time of getting the End User's consent for attribute release, or to further disclose it.

Should any disturbance or abuse be observed, the Federation Partner shall actively participate in the settlement procedures.

#### ***4. Limitation of indemnity regarding Federation Members, other Federation Partners or End Users***

The Operator shall not be liable for damage caused to the Federation Partner and the Federation Partner shall not be liable for damage caused to the Operator due to the use of the AAI services, service downtime or other issues relating to the use of the AAI services. For any other damage, the liability for damages in case of a breach is limited to one thousand (1000) euros.

The Operator and the Federation Partner shall refrain from claiming damages from Federation Members or other Federation Partners for damages caused by the use of the AAI services, downtime or other issues relating to the use of the AAI services. The Operator shall ensure that a corresponding obligation is also included in agreements signed with Federation Members. In case the Operator has neglected to ensure that the abovementioned obligation be included in agreements made with Federation Members, the Operator shall be liable for damage caused to the Federation Partner due to this neglect.

The liability for damage caused by processing personal data in conflict with the provisions of the Personal Data Act is set forth in section 47 of the Personal Data Act. The scope of the above mentioned liability clauses does not include damage caused by processing of personal data.

Neither party shall be liable for any consequential or indirect damage.

#### ***5. Interruption of providing the service, restraint from use of the service or consequences of poor quality***

(a) Interruption of providing the service

Without separate liability for indemnification, the Operator shall be entitled to interrupt providing the services to the Federation Partner either completely or partially in the following situations:

- (a) Should the Federation Partner commit an essential breach, the Operator shall be entitled to interrupt provision of the services until the Federation Partner fulfills his obligations again;
- (b) Should minor breaches committed by the Federation Partner recur and continue in spite of the Operator's written reminders, the Operator shall be entitled to interrupt provision of the services until the Federation Partner fulfills his obligations again;
- (c) Should the Federation Partner, through his action or neglect, have caused deterioration of quality or otherwise cause an adverse effect on the functionality of the Operator's servers, without having remedied his action or neglect within a reasonable period of time upon a written notice; or



- (d) Should it be necessary to interrupt the service due to repair, improvement or preventive maintenance activities.

Hence, interruption of the services shall not release the Federation Partner from remittance of fees as per the price list. The Operator shall be entitled to terminate the Agreement immediately, if the service has been interrupted for at least 60 days.

The Operator shall be entitled, without liability for damage, to interrupt or terminate provision of the service completely or partially for one or several End Users of a Federation Member including but not limited to the following situations:

- (a) Should the End User of the Federation Member, through his operations, cause technical problems to the service;
- (b) Should there be reason to believe that the End User of the Federation Member may have used the service in a fraudulent or illegal manner; or
- (c) Should it be necessary to interrupt the service due to repair, improvement or preventive maintenance activities.

(b) Restraint from use of the service or poor quality

Should the use of the service be prevented due to the Operator's activities or should the quality be repeatedly inferior, the Federation Partner shall inform the Operator of the interruption of service or deterioration of quality and request corrective actions in writing, as set forth in section 9. A reasonable amount of time shall be reserved for the Operator to correct the possible deficiencies and defects observed in the contents and quality of the services. Should the use of the services be hampered by a factor essentially attributable to the Operator, the Federation Partner shall not be obliged to effect any payments for the said period as per the price list. However, a defect in the availability or quality of the services does not warrant any other indemnity for damage.

## **6. *Personal data protection and data security***

Both parties are committed to comply with the obligations imposed by the currently valid legislation on personal data protection as well as processing and disclosure of personal data, obligations of non-disclosure and secrecy, as well as a sufficient data security level for the services.

If the domicile of the Federation Partner is outside the EU or the European Economic Area (EEA) and the Federation Partner is in a country for which the European Commission has not verified the adequate level of privacy protection according to the Directive on Data Protection, or if the domicile of the Federation Partner is in the USA and the Federation Partner is not committed to adhere to the Safe Harbor principles and the Frequently Asked Questions accepted by the U.S. Department of Commerce and the European Commission to comply with the principles on privacy protection, the Federation Partner shall adhere to the stipulations of the currently valid EU Directive on Data Protection regarding processing of personal data.

If the domicile of the Federation Partner is in a country for which the European Commission has verified the adequate level of privacy protection according to the Directive on Data Protection, the Federation Partner shall adhere to the currently valid legislation in the country of domicile when processing personal data subject to this Agreement.

If the domicile of the Federation Partner is in the USA and the Federation Partner has declared to adhere to the Safe Harbor principles and the Frequently Asked Questions to comply with the principles, the Federation Partner shall adhere to the said principles and the related instructions when processing personal data subject to this Agreement.

## **7. *Invoicing***

If the Federation Partner has joined the Haka Federation as a Federation Partner in the middle of an invoicing period, then for the first invoicing period, only the full calendar months shall be invoiced.

The principles of pricing and the invoicing schedule are defined in more detail in Appendix 8. The pricing principles and the invoicing schedule can be changed as agreed in section 10 concerning amendments to the Appendices of this Agreement.

## **8. Cooperation**

Both parties agree to inform the other party of changes in their contact information.

The representatives of the Federation Partner are entitled to participate in events and training arranged by the Operator for the Haka AAI service users. The normal course fees listed in the Operator's training calendar shall apply. The pricing of tailored courses are separately agreed.

## **9. Notices and reports to the other party**

The written notices and reports mentioned in this Agreement can be delivered electronically to the email addresses provided by the parties to each other or by mail to the contact persons designated by the parties. A notice delivered in electronic form is considered to be received by the recipient on the following working day from the date of sending. A notice delivered by mail is considered to be received by the recipient on the seventh day following the date of such mailing, notwithstanding the mailing date.

## **10. Validity period, amendment and termination of the Agreement**

The Agreement shall be valid until further notice. The notice period for termination of the Agreement shall be six months.

The Operator shall be entitled to change the Appendices to this Agreement upon hearing to the Federation's Advisory Group. The amendment shall be notified to the Federation Partners in writing at least three (3) months prior to the effective date of the amendment. The notification shall be delivered to the administrative contact person designated by the Federation Partner, as set forth in section 9. In addition, the amendment shall be informed on the Operator's website accessible to the Federation Partners. The information shall then contain not only a description of the amendment but also the new, amended Appendix to the Agreement in full. The amended Appendix shall, when enforced, replace the corresponding earlier Appendix.

The Federation Partner shall be entitled to terminate the Agreement by submitting a written notice to the Operator, as set forth in section 9, within thirty (30) days from the date of receiving the Operator's notification on the amendment of the Appendix. The termination shall then be valid on the effective date of the Appendix to the Agreement, informed by the Operator in advance.

Notwithstanding the above, amendments to the software licenses (Appendix 5) needed for the use of the AAI services shall become effective as stipulated in the respective amendments. Additionally, the Federation's Advisory Committee shall be entitled to decide on urgent amendments that are imperative for the operational integrity of the Federation concerning Appendix 3 of the Agreement. Such amendments to Appendix 3 shall become effective after the Operator has confirmed the amendment and informed the Federation Partners of the changes and the effective date of the amendment.

A party shall be entitled to terminate this Agreement immediately, if the other party commits an essential breach to a provision of this Agreement and does not cure the breach within a reasonable time (a minimum of 30 days) from having received a written notification about the breach. The Federation Partner shall also be entitled to terminate the Agreement immediately, if the use of the services is essentially interrupted and 60 days have passed since a notification has been given to the Operator and the Operator has been unable to execute corrective actions regarding the service.

## **11. Disputes**

Disputes concerning this Agreement shall be settled primarily through mutual negotiation.

If the issue cannot be resolved through negotiation, any disputes shall be submitted to the ordinary court at the domicile of the Operator.

## **12. Endorsement**

This Agreement has been made in two identical copies, one for the Federation Partner and one for the Operator.

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Federation Partner

CSC - IT Center for Science Ltd

Operator

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## Haka Federation – Service Agreement

An English translation of the Finnish document dated September 29th 2008

### Appendix 1: Definitions

Advisory Committee	The Advisory Committee, representing the Federation Participants, acts in a purely advisory capacity as regards the coordination and promotion of the deployment and use of the Federation.
ARP, Attribute Release Policy	A Shibboleth term for the configuration of attributes to be released to a Service Provider, as defined by the End User or his/her Home Organization.
Assertion, SAML Assertion	A piece of data produced by a SAML Identity Provider regarding either an act of authentication performed on an End User, attribute information about the End User, or authorization data applying to the End User with respect to a specified resource.
Attribute	A piece of information describing the End User, his/her properties or roles in his/her Home Organization.
Authentication	Process of proving the identity of a previously registered End User.
Authorization	Process of granting or denying access rights to a service for an authenticated End User.
CA	See: Certificate Authority
Certificate	A digitally signed set of information, used for ensuring authenticity, integrity and confidentiality of communication with and between servers in the Federation.
Certificate Authority (CA)	An organization, trusted by the Federation, that issues certificates to servers in the Federation.
DS	("Discovery Service") A server that is set up by the Operator or a Service Provider and used by an End User for selecting his/her Home Organization.
End User	A student, an employee, or a person otherwise affiliated with a Home Organization, using services provided by Service Providers.
Federation	<p>A group of organizations which cooperate in the area of inter-organizational authentication and authorization and, for this purpose, operate a common infrastructure (Authentication and authorization infrastructure, AAI), it being understood that the term "Federation" whether used alone or in conjunction with other words shall be descriptive only and shall not indicate any association, joint venture, partnership or other legal structure of the members thereof.</p> <p>See also: Haka Federation</p>
Federation Member	University, polytechnic, research institute, university hospital or an organization supporting research and education that has joined the Federation by signing the Service Agreement for

	<p>Federation Members.</p> <p>Within the federation framework, a Federation Member can act both as a Home Organization and a Service Provider.</p>
Federation Participant	Operator, Member or Partner in the Federation.
Federation Partner	An organization that is not a Federation Member but has signed the Service Agreement for Federation Partners about providing services to End Users in Federation Member organizations.
FunetEduPerson schema	Specification about attributes and their syntax and semantics in the Haka Federation.
Haka Federationfederation	The Federation founded by universities and polytechnics under the governance of the Finnish Ministry of Education. In this appendix, Federation refers to the Haka Federation.
Home Organization	(aka Identity Provider, Credential Provider) A Federation Member responsible for authentication of End Users and maintenance of their attributes. A Home Organization sets up a SAML Identity Provider and registers it to the AAI.
Identity	Abstraction of a real person in an information system. Consists of a set of attributes describing him/her.
Name Identifier	A reference number given to an End User by the SAML Identity Provider. Used by the SAML Identity and Service Provider to refer to the specific End User.
Metadata	Technical and administrative data about SAML Identity and Service Providers.
Operations Committee	The Operations Committee acts in a purely advisory capacity as regards technical issues in the Federation.
Operator	Organization providing central AAI services (such as WAYF/DS and AAI metadata) to Service Providers and Home Organizations.
Personal data	<p>(Personal Data Act) Personal data means any information on a private individual and any information on his/her personal characteristics or personal circumstances, where these are identifiable as concerning him/her or the members of his/her family or household.</p> <p>An attribute or a set of attributes is considered as personal data if it identifies an individual as defined above.</p>
Privacy policy	A concept that unifies Section 24 (obligation to inform the data subject about processing of personal data) and Section 10 (description of personal data file) of the Personal Data Act in order to ensure that information systems collecting personal data comply with the Personal Data Act.
Processing of personal data	(Personal Data Act) Processing of personal data means the collection, recording, organization, use, transfer, disclosure, storage, manipulation, combination, protection, deletion and erasure of personal data, as well as other measures directed at per-

	sonal data.
SAML	(Security Assertion Markup Language) A framework defined by OASIS for exchanging identity management related data between organisations.
SAML Identity Provider (SAML IdP)	A server set up by a Home Organization.the
SAML Service Provider (SAML SP)	A server set up by a Service Provider.
Service Provider	A Federation Member or Partner that provides electronic services to End Users in Home Organizations. A Service Provider sets up a SAML Service Provider and registers it to the AAI.
Shibboleth	A middleware defined and implemented by Internet2, implementing SAML Identity and Service Provider.
User administration, Identity management	Procedures and mechanisms used by an organization for keeping track of its End Users and their user rights.
WAYF	("Where-Are-You-From") A server that is set up by the Operator or a Service Provider and used by an End User for selecting his/her Home Organization.

# Haka Federation – Service Agreement

## Appendix 2: Organization of the Federation

### 1. Introduction

This document defines the purpose of the Haka Federation and the criteria for membership in the Federation. This document also introduces the bodies of the Federation.

### 2. Federation

#### 2.1. Definitions

A **Federation** is a group of organizations which cooperate in the area of inter-organizational authentication and authorization and, for this purpose, operate a common infrastructure (Authentication and Authorization infrastructure, AAI).

**The Haka Federation** is the Federation founded by universities and polytechnics under the governance of the Finnish Ministry of Education. The **purpose** of the Haka Federation is to support higher education and research institutions by developing and maintaining an infrastructure for user authentication and authorization.

Universities, polytechnics, publicly funded research institutions, university hospitals and other organizations supporting research and education are allowed to join the Federation as a Federation Member as described in section 2.2. The Federation may also use external partners (Federation Partner). Both Members and Partners are subject to the requirement to process personal data in compliance with the purpose of the Federation (Personal Data Act, Section 7) and to the requirements set in Appendix 3.

Within the federation framework, a Federation Member can act both as a Home Organization and a Service Provider.

**Home Organization** means a university, polytechnic, publicly funded research institution, university hospital or other organization supporting research and education that has signed the Agreement for Federation Members, maintains the identity and attributes of the End Users affiliated to the organization and is responsible for authenticating them in the AAI.

**Service Provider** means an organization that has signed the Agreement for Federation Members or the Agreement for Federation Partners and provides services to End Users in Home Organizations. A Service Provider can be a higher education institution, research institution, a joint venture of them or another organization.

#### 2.2. Federation participants

Participants in the Haka Federation are divided as follows:

- **Members**, being allowed to act both as Home Organizations and Service Providers in the Federation

- Category A:
  - universities as defined by the Universities Act (645/1997)
  - polytechnics as defined by the Polytechnics Act (351/2003) and other acts in force in Finland
- Category B:
  - bodies, authorities and research institutes of science and arts which are founded by law for public duty in Finland
  - university hospitals, and
  - other organizations for the public good or publicly owned organizations supporting research and education in universities, polytechnics and re-

search institutes and university hospitals mentioned above (such as CSC, the Finnish IT Center for Science)

The membership of organizations in category B is subject to approval by the Advisory Committee of the Federation upon a proposal made by the Federation Operator.

- **Partners**, which are not Home Organizations but provide services to End Users in them (such as KELA, the Social Insurance Institution of Finland and YTHS, the Finnish Student Health Service Foundation). Taking Partners to the Federation is subject to approval by the Advisory Committee upon a proposal made by the Federation Operator. Partners shall sign a Service Agreement for Federation Partners with the Federation Operator.

Taking the Federation Operator as a Home Organization or a Service Provider is subject to approval by the Advisory Committee.

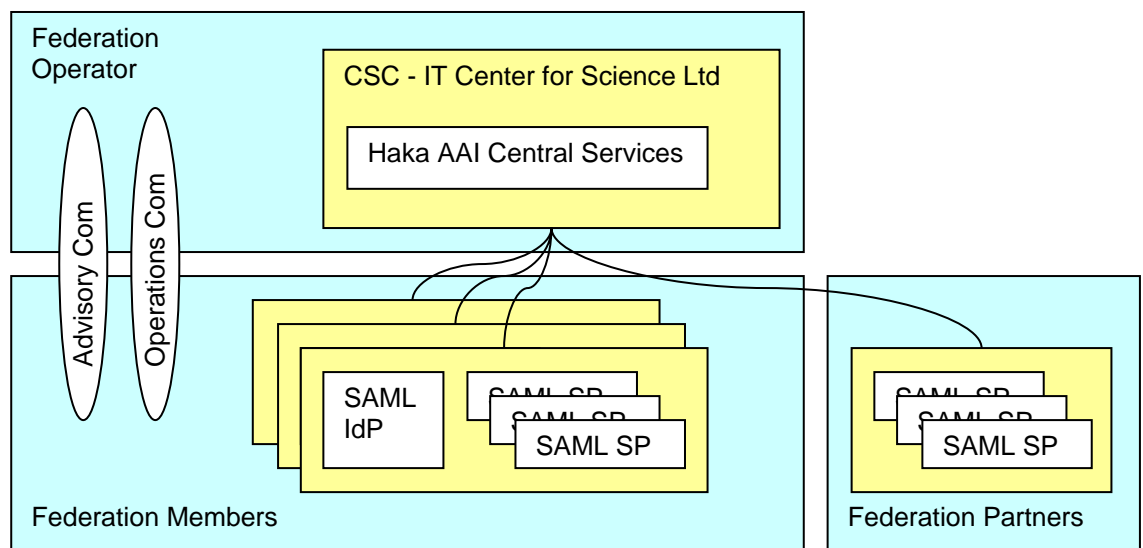


Figure 1. Haka Federation and the related organizations.

### 3. Organizational bodies in the Federation

#### 3.1. Advisory Committee

The Advisory Committee of the Haka Federation acts in a purely advisory capacity as regards the coordination and promotion of the deployment and use of the Federation. In addition to other provisions stated in the Agreement and Appendices to it, the Advisory Committee shall address

- initiation and controlling of inter-institutional user administration projects,
- financing of the Federation,
- vision and strategy of the Federation,
- policies and practices of the Federation,
- accreditation of Certificate Authorities,
- risk assessment,
- further development of the cross-organizational identity management
- confirming federation version release schedule



- approving attribute schema (funetEduPerson) resolution

The Advisory Committee is nominated for two years at a time and it consists of representatives nominated by

- the university IT managers' meeting (2 persons)
- the polytechnic IT managers' meeting (2 persons)
- the Service Center of the Finnish Virtual University (1 person)
- the Development Center of the Virtual Polytechnic (1 person)
- the Finnish Electronic Library (1 person)
- CSC - IT Center for Science Ltd (1 person)

The Operator is responsible for convening and preparing the meetings and acts as the secretary of the meetings.

### **3.2. Operations Committee**

The Operations Committee acts in a purely advisory capacity as regards operational and technical issues related to the AAI, including but not limited to:

- best practices on AAI-related issues;
- drafting an attribute schema (funetEduPerson) resolution for the Advisory Committee
- release planning.

The Operations committee is convened by the Operator or a person nominated by the Advisory Committee. The secretaries of the Advisory Committee are responsible for disseminating information between the Operations Committee and Advisory Committee.

Each Federation Member is entitled to nominate one representative to the Operations Committee. The Operator may nominate additional specialists to the Operations Committee.

## **Haka Federation – Service Agreement**

### **Appendix 3: Service description and requirements**

#### **1. Services provided by the Operator**

The Operator of the Haka Federation provides central services necessary for running the AAI. The services are available for all Federation Members. The services described in section 1.2 are available for all Federation Partners.

Criteria for the membership and partnership in the Federation are defined in Appendix 2.

##### **1.1. Center of Excellence**

The Operator has a test equipment to check functions of the AAI and its new components. The test equipment comprises a test SAML Identity Provider and a SAML Service Provider.

The Operator organizes events that support development and deployment of the Haka Federation and generally enhances the know-how transfer among the Finnish higher education.

The Operator, working as the secretary of the Advisory and Operations Committees, convenes and prepares the Committee meetings.

The Operator maintains international contacts with other national federations and bodies and with the developers of the technologies used in the AAI.

##### **1.2. WAYF/DS server and AAI metadata**

The Operator operates the central WAYF/DS (Where Are You From/Discovery Service) server and a register of metadata describing the AAI, including

- technical and administrative contacts of the Federation Members and Partners
- addresses and other data describing the servers registered to the AAI
- a list of attributes necessary for the Service Providers in the AAI, and the Privacy policy address of a Service Provider if the Service Provider processes personal data.

The Operator provides AAI metadata to the Federation Members, Partners and their WAYF/DS servers, if any.

##### **1.3. Strategy and marketing**

Assisted by the Advisory Committee, the Operator is responsible for **planning** the development of the Federation. The goal of the development is to monitor and identify the changing requirements of the Federation Members and to respond to them proactively.

The Operator is responsible for marketing the Federation in the Finnish higher education. The goal of the **marketing** is that prospective Federation Members learn about the possibilities and advantages of the AAI.

## 2. Responsibilities for Federation Participants

Federation Participants are obligated to follow the Haka Federation's requirements described below.

### 2.1. The Operator

In addition to what is presented in chapter 1,

2.1.1. The Operator collects and tests Shibboleth software and, as far as possible, other **software components** available to Federation Members and Partners as SAML Identity Providers, SAML Service Providers and tools supporting them.

2.1.2. The Operator takes the necessary steps to **ensure seamless operation** of the services under its control and monitors service availability. Outages due to planned maintenance operations shall be announced in advance and should be restricted to maintenance windows previously agreed by the Advisory Committee.

2.1.3. The Operator provides **helpdesk** services for Federation Members' technical contact persons to work out operational problems.

2.1.4. The Operator informs Federation Members and Partners of bug fixes, **security updates** and upgrades of AAI components and coordinates efforts to keep the AAI operational and secure.

2.1.5. The Operator collects modification requests and needs related to the **funetEduPerson schema** and drafts a schema draft resolution for Operations Committee. Additionally the Operator gives detailed advice on syntax and semantics of its attributes to Home Organizations and Service Providers.

### 2.2. Federation Members and Partners

2.2.1. Federation Members and Partners shall **install and update** new AAI software releases according to the agreed schedule maintained by the Advisory Committee.

2.2.2. Federation Members and Partners shall make sure that the AAI **metadata** they are using is up-to-date.

2.2.3. Federation Members and Partners shall inform the Operator about any **changes** of their own AAI elements' metadata without delay.

2.2.4. Federation Members and Partners shall indicate technical and administrative **contact information** to the Operator.

2.2.5. Federation Members and Partners shall use **server certificates** provided by a CA accredited by the Advisory Committee for all their AAI elements.

### 2.3. Special provisions concerning Home Organizations

Only a Federation Member is able to act as a Home Organization.

2.3.1. Home Organizations shall **install and operate** a SAML Identity Provider and other necessary AAI elements and integrate them with their authentication systems and user directory.

2.3.2. When **registering** a new End User and providing him/her with a username, the Home Organization authenticates the End User through an ID document issued by the police or another document with equal level of trust. The Home Organization makes sure that the End User has accepted the Home Organization's policy of use.

2.3.3. When an End User is accessing services provided by a Service Provider in the AAI, the Home Organization **authenticates** the End User with a password or in some more secure way.

2.3.4. If authentication is executed by **passwords**, the Home Organization shall require that End Users have passwords of at least eight characters and try to prevent use of passwords of low quality. Periodical renewal of passwords is recommended.

2.3.5. The attributes collected and released in the AAI shall follow at least the **funetEdu-Person schema** ver 2.1 and its possible later versions. At least attributes marked as MUST shall be populated. However, several services will require a value also for other attributes.

2.3.6. Home Organizations take every reasonable step to ensure that the attributes provided to Service Providers are accurate and kept up-to-date and that they are **adequate, relevant and not excessive** in relation to the service in question.

2.3.7. Home organizations maintain **attribute release policies** (ARP), which define what are the user attributes released to each of the Service Providers.

2.3.8. The starting point is that each End User shall give his/her **consent** for release of personal data to each Service Provider separately (see Appendix 7). The End User shall have a chance to read the privacy policy of the service before giving his/her consent.

2.3.9. The Home Organization shall collect a **log** that includes at least the Name Identifier soname identifier that an End User can be linked to a SAML Assertion provided to a Service Provider.

2.3.10. The Home Organization **informs** the End Users about the information collected concerning their use of services on AAI; the purpose of the processing of that information; and where the information is possibly released.

2.3.11. Home Organizations operate a **helpdesk** for their End Users to attend to AAI related issues.

2.3.12. Home Organizations provide a **description of their identity management** procedures to Federation Members and Partners.

## 2.4. Special provisions concerning Service Providers

Both Federation Members and Partners are able to act as a Service Provider.

2.4.1. Service Providers shall **install** and operate a SAML Service Provider and other necessary AAI elements and integrate them with their service.

2.4.2. Service Providers indicate which **attributes are necessary** for their service.

2.4.3. If the Service Provider processes attributes which are considered as personal data, the Service Provider informs the Operator about the URL in which the End Users are able to read the **Privacy policy** before they start to use the service. If the purpose of processing of personal data in the service is changed, the Service Provider is considered as a new service in the AAI.

2.4.4. The Service Provider shall ensure that only **authorized End Users** can access the service. The access control can be based on the attributes released by the Home Organization.

2.4.5. Considering the articles in the Personal Data Act, the Service Provider shall **collect a log** that includes at least the Name Identifier of the End User. To facilitate abuse investigation, the Service Provider shall provide relevant log entries to the Home Organization.

## **Haka Federation – Service Agreement**

### **Appendix 4: Process for joining the Federation and the AAI**

#### **1. Introduction**

This document defines the workflow when a Federation Member or Partner

- a) joins the Federation
- b) registers a SAML Identity Provider to the AAI
- c) registers a SAML Service Provider to the AAI

Item a) takes always place before items b) and c). The order of items b) and c) is up to the Federation Member.

A Federation Partner may not register a SAML Identity Provider to the AAI.

Each Federation Member is allowed to register one SAML Identity Provider and several SAML Service Providers to the AAI. Each Federation Partner is allowed to register several SAML Service Providers to the AAI.

#### **2. Joining the Federation**

Joining the Federation consists of the following process:

1. To join the Federation, the applicant organization fills in and signs the Application for Federation Membership or Partnership and sends it to the Federation Operator. Two signed Service Agreements for Federation Members or Federation Partners must be attached to the application.
2. If the organization applies for a membership, the Operator, depending on the category of the applicant (Appendix 2)
  - a) concludes that the applicant belongs to Category A ,or
  - b) concludes that the applicant belongs to Category B and brings the application to the Advisory Committee to decide, or
  - c) concludes that the applicant belongs neither to Category A nor to Category B and it cannot become a Federation Member.

If the organization applies for a partnership, the Operator either

- a) concludes that the organization fulfills the criteria for a Federation Partner (Appendix 2) and brings the application to the Advisory Committee to decide, or

- b) concludes that the organization does not fulfill the criteria for a Federation Partner.

3. The Operator signs the Service Agreements, returns one copy of the Agreement to the Federation Member or Partner and adds the organization to the list of Federation Members or Partners.

#### **3. Registering a SAMLan Identity Provider**

A Federation Member that wants to become a Home Organization

1. Sets up necessary servers (SAML Identity Provider).
2. The administrative contact person of the Federation Member signs an application for registering the server to the AAI and passes it to the Federation Operator in an electronic or a paper format.
3. The Operator confirms that it has received the application.

4. The Federation Member conducts an internal audit to its identity management under the supervision of the Operator.
5. Based on the information provided by the Federation Member, the Operator decides how the Federation Member fulfills the obligations presented in Appendix 3 and whether or not the Federation Member is able to register a SAML Identity Provider to the AAI.
6. The Federation Operator registers the SAML Identity Provider to the AAI.

#### 4. Registering a SAML Service Provider

A Federation Member or Partner that wants to register a (new) service to the AAI

1. Sets up necessary servers (SAML Service Provider)
2. The administrative contact of the Federation Member or Partner makes sure, that
  - the service is in compliance with the purpose of the Federation (Appendix 2: The purpose of the Haka Federation is to support higher education and research institutions)
  - the attributes requested by the service about End Users are adequate, relevant and not excessive in relation to the characteristics of the service (Section 9 of the Personal Data Act)
3. The administrative contact person of the Federation Member or Partner signs an application to register the server to the AAI and forwards it to the Federation Operator in an electronic or a paper format.
4. The Operator confirms that the application has been received.
5. If the applicant is a Federation Partner and the service is a new kind of service for the Partner, the Operator passes the registration request to the Advisory Committee for approval.
6. The Federation Operator registers the SAML Service Provider to the AAI.

## **Haka Federation – Service Agreement**

### **Appendix 5: Software Licenses**

The software licenses have been removed from the agreement.

Each Federation Membermember and Partnerpartner is responsible for complying with the licensing conditions of their respective software.

## **Haka Federation – Service Agreement**

### **Appendix 6: [General Terms of Contract Concerning the Sale of Services by CSC – IT Center for Science Ltd.](#)**

Appendix starts from next page.





# GENERAL TERMS OF CONTRACT CONCERNING THE SALE OF SERVICES BY CSC – IT CENTER FOR SCIENCE LTD.

## 1. CONTRACTING PARTIES AND CONCLUDING A CONTRACT

1.1 These general terms of contract concerning the sale of services apply to contracts where the provider of services, CSC – IT Center for Science Ltd. (hereinafter CSC), and the purchaser of services (hereinafter the Client) agree on the sale of services. The above contract and these general terms of contract are below referred to collectively as “the Contract”.

1.2 These terms come into force on 1 January 2007 and shall remain in force until further notice. They replace the previous general terms of contract concerning the sale of services.

1.3 A written offer given by CSC is valid for one month from its date, unless otherwise mentioned in the offer.

1.4 A contract is considered to have been concluded once CSC and the Client have signed the Contract concerning the sale of services.

1.5 In conjunction with a contract concerning the sale of services, the contracting parties may agree in writing that these general terms of contract, or some items in them, do not apply to the Contract in hand, or that some other terms are binding to the parties. These exceptions shall be specified in the contract document.

1.6 If a contracting party waives or relinquishes a right defined in the Contract, this shall not be construed to mean that said right will be relinquished on similar or other occasions later; nor does waiving or relinquishing a right mean that the party henceforth refrains from demanding observance of the right.

## 2. ORDER OF PRECEDENCE

2.1 Should there be a discrepancy between the Contract and its enclosures, the signed contract document shall take precedence, taking into account the provisions of section 1.5. These general terms of contract concerning the sale of CSC's services are applied next. Thereafter, other enclosures to the Contract are applied in numerical order, unless otherwise determined in the signed contract document.

## 3. OBJECT OF AGREEMENT

3.1 The object of agreement consists of the service produced and offered by CSC to the Client. The Client agrees to use CSC's service on the terms defined in the Contract.

## 4. OBLIGATIONS, RESPONSIBILITIES AND WARRANTIES OF CSC

4.1 CSC performs the service within the timetable agreed in the Contract. If the Contract specifies no timetable, the service is performed without undue delay.

4.2 CSC carries out the tasks defined in the Contract with care and with the professional approach required by the tasks. CSC sees to it that the service is performed by persons having appropriate competence.

4.3 In the event of a delay in the performance of the service, CSC has the right to extend the time reserved for the service correspondingly if the delay is caused by a force majeure referred to in section 14.1, by some other circumstances beyond CSC's control, or by the Client or circumstances for which the Client is responsible.

4.4 In the event that CSC's performance is altered or delayed, or the work is interrupted, and this is caused by the Client or by circumstances for which the Client is responsible, CSC is entitled to compensation from the Client for the costs and damage incurred.

4.5 If the Client has supplied documents and other material to CSC, CSC returns this material to the Client only if it has been agreed in writing that the material is returned. CSC has the right to keep copies of the Client's documents and other material to the extent required by law or by regulations issued by the authorities.

4.6 Unless the Contract expressly mentions otherwise, CSC does not give any guarantee or warranty for its products and services beyond what has specifically been mentioned above.

4.7 CSC transmits other manufacturers' products, software and services as they stand, and grants no warranties whatsoever for them. However, the original manufacturers or suppliers of these products and software, or the providers of these services, may give their own warranties for said products or

services. Whenever applicable, the Client may appeal to these warranties in dealings with the provider of the product or service.

## **5. THE CLIENT'S OBLIGATIONS AND RESPONSIBILITIES**

5.1 The Client is responsible for the use of the usernames and passwords required by the application of the services described in the Contract and for all direct and indirect activities enabled by these usernames and passwords. The Client agrees to notify CSC promptly if usernames and/or passwords have been used without permission or if they have been lost. The Client is responsible for any damage resulting from the unauthorized use of usernames and/or passwords.

5.2 The Client uses information networks and other hardware and software included in the service at his own responsibility.

5.3 The Client is responsible for taking appropriate backup copies of his data material. CSC is never responsible for the loss or destruction of the Client's data or files.

5.4 The Client is responsible for ensuring that his activities do not infringe the copyright or other immaterial rights of CSC or third parties, and that the Client acts in accordance with the applicable law and regulations issued by the authorities.

5.5 When the results of the service are published, CSC's name must be mentioned in an appropriate manner, as "CSC – IT Center for Science Ltd."

5.6 CSC's name can be used in advertising or publicity material only if written consent has been obtained in advance from CSC.

5.7 The Client must immediately return any confidential material given by CSC to the Client, including all copies thereof, when requested by CSC or when the Client no longer needs said material for the purpose required by the service. The Client has the right to keep copies of the confidential material obtained from CSC to the extent required by law or by regulations issued by the authorities.

5.8 Once the Contract has expired, the contracting parties agree promptly to return – or if so agreed in writing, to destroy – all copies of the other party's confidential material that they have stored on memory devices or that are otherwise in their possession.

5.9 The Client agrees to comply with all export and import regulations, and the consequent restrictions on use, that Finland or other countries (including the USA) have imposed on products and software included in the service.

## **6. USER RIGHTS AND PROPRIETARY RIGHTS**

6.1 When a contracting party has received background information and other material from the other contracting party for performing tasks laid down in the Contract, this material may only be used for carrying out the tasks defined in the Contract.

6.2 CSC has the right to utilize the professional skill and experience achieved during the service for activities other than those referred to in the Contract.

6.3 When the material resulting from the service belongs to the Client, the proprietary right to the material is transferred to the Client only after the service has been paid in full.

## **7. IMMATERIAL RIGHTS**

7.1 The contracting parties agree in writing how the immaterial rights to the material resulting from the service are divided. Unless otherwise agreed in writing, CSC holds the immaterial rights to the resulting material.

7.2 If the material resulting from the service includes an invention, the inventor is entitled to reasonable remuneration for the invention. The contracting party who has, or will have, the rights to the invention included in the material pays the costs incurred in the patenting of the invention and the remuneration to the inventor.

## **8. DATA PROTECTION AND CONFIDENTIALITY**

8.1 During the contract term and after its expiry, the contracting parties agree to keep confidential the other party's business and professional secrets and other confidential information obtained from the other party. The contracting parties will not use this information for purposes other than those defined in the Contract and will not pass this information on to third parties. Confidential information means all material and information that has been marked as confidential or that should be understood to be confidential owing to its nature. The requirement to keep information confidential as described in this section 8 will cease ten (10) years after the expiry of the Contract, unless otherwise agreed in the Contract. The confidentiality requirement does not apply to information that (a) has subsequently become public knowledge without a contracting party's negligence, (b) a contracting party has obtained legally from a third party without the obligation of confidentiality, or (c) a contracting party can show that he has developed independently without relying on confidential information received from the other contracting party.

8.2 The contracting parties agree to handle confidential and secret information only to the extent required by the performance of the services described in the Contract.

8.3 For their own part, the contracting parties are responsible for ensuring that they comply with the applicable law, especial-

ly laws and regulations on data protection, and with good information management practice.

## **9. RATES AND FEES**

9.1 CSC invoices for its services according to its currently valid price lists, unless no other written agreement has been made on prices and invoicing.

9.2 Prices do not include the value-added tax or any other taxes or public fees that may be charged. The value-added tax and other taxes or public fees are added to prices according to the rates valid at the time of invoicing.

9.3 If it is agreed that CSC will complete some task as overtime work or through some other special arrangements, CSC is entitled to invoice the ensuing extra costs separately, in accordance with the currently valid price list.

9.4 CSC has the right to change prices by notifying the Client thereof in writing at least 30 days before the changes come into effect.

9.5 Any comments concerning an invoice shall be made by its due date. The term of payment is 14 days.

9.6 If a payment is not made on the due date at the latest, CSC is entitled to charge interest for late payment in accordance with the Interest Act and to suspend the provision of the service to the Client.

9.7 If the payment is more than 30 days overdue, CSC is entitled to cancel the Contract in full or in part by notifying the Client of the cancellation in writing.

## **10. ERRORS IN THE SERVICE AND LIMITATION OF LIABILITY**

10.1 CSC is not responsible for problems, disturbances, interruptions or other errors in third parties' networks, software or other products. Nor is CSC responsible for problems, disturbances, interruptions or other errors in the service described in the Contract, when they result from a force majeure referred to in section 14 or when they are otherwise the responsibility of the Client or a third party.

10.2 Should there be an error in the service, the Client shall present his claim to CSC in writing without delay, and not later than within seven (7) days of the occurrence of the error.

10.3 In all cases, CSC's liability for direct damage is limited to a maximum of thirty (30) per cent of the fee paid by the Client to CSC for the service described in the Contract. CSC is never liable for any indirect or consequential damage including, but not limited to, loss of profit, cost of procuring substitute service, loss of use or loss of benefits arising from use, or damaged data or files.

## **11. ASSIGNMENT OF THE CONTRACT**

11.1 The contracting parties are entitled to assign the Contract and the consequent rights or responsibilities to a third party only if the other contracting party has consented to this in advance in writing.

11.2 CSC is entitled to assign the Contract, in part or in full, to another unit in state administration without the Client's advance consent by notifying the Client of the assignment in writing.

## **12. USE OF SUBCONTRACTORS**

12.1 At its discretion, CSC may use subcontractors for meeting the obligations specified in the Contract.

12.2 CSC is responsible for the activities of its subcontractors in the same way as it is responsible for its own activities.

## **13. TERMINATION AND CANCELLATION OF THE CONTRACT**

13.1 Each contracting party is entitled to terminate the Contract by giving written notice thereof thirty (30) days before the termination.

13.2 If a contracting party breaches the terms of the Contract in a material way, the other contracting party is entitled to cancel the Contract by notifying the first-mentioned party thereof in writing.

13.3 If the Client breaches the terms of the Contract, CSC is likewise entitled to suspend the provision of the service for the Client. The above does not limit CSC's right to cancel the Contract by virtue of the Client's breach of contract.

13.4 CSC is entitled to cancel the Contract if the Client is apparently insolvent, is placed into liquidation, has agreed on a composition with creditors, is under business reorganization, or is declared bankrupt.

13.5 Each contracting party is entitled to cancel the Contract if the force majeure referred to in section 14 continues so that fulfilling the Contract becomes impossible or is delayed by more than 12 months.

13.6 If the Client cancels the Contract, the Client shall pay compensation to CSC, in accordance with the agreed rates, for any part of the service delivered as per the Contract until the date of cancellation, or if it is agreed that the service will continue after the date of cancellation, until the date of terminating the service.

13.7 If CSC cancels the Contract because of a reason for which the Client is responsible, CSC is entitled to compensation from the Client for costs and damage resulting from the cancellation of the Contract.

## **14. FORCE MAJEURE**

14.1 A force majeure is an event that a contracting party cannot reasonably be expected to have taken into consideration at the time of signing the Contract and that makes it impossible or unreasonably difficult to perform the service within the time set or in the manner agreed. Examples of a force majeure include wars, insurrections, natural disasters, interruptions in energy supply or data communications, fires, substantial restrictions on CSC's operations placed by the State Budget or by the Government, strikes, blockades, or other equally significant and uncommon events beyond the control of the contracting parties.

14.2 An error or a delay attributable to subcontractors, suppliers or other similar parties is considered a force majeure affecting CSC if the error or delay is caused by an event mentioned above in section 14.1 and CSC cannot without unreasonable loss of time or extra costs secure the subcontracting or supply of goods from other sources.

14.3 A contracting party shall notify the other party promptly in writing of any force majeure that will prevent or delay the performance of the obligations as per the Contract. Similarly, the contracting parties shall inform each other promptly when a force majeure has passed.

## **15. DISPUTES**

15.1 Any disputes arising from the Contract are primarily settled through negotiation between the contracting parties.

15. If the contracting parties cannot reach agreement in mutual negotiations, disputes are settled through arbitration by one (1) arbitrator appointed by the Central Chamber of Commerce. The arbitrator thus appointed shall be familiar with information technology and law. The arbitration shall take place in Helsinki in accordance with the rules laid down by the Arbitration Institute of the Central Chamber of Commerce. The above notwithstanding, CSC shall always have the option of recovering any undisputed claims based on the Contract by instituting proceedings in a general court of first instance.

## **16. APPLICABLE LAW**

16.1 The Contract is governed by Finnish law.

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## **Haka Federation – Service Agreement**

### **Appendix 7: End User's consent for attribute release**

Target of attribute release:      Name of the Service Provider

Privacy policy of the service:    [link](#)

I am aware of dissemination of my personal data to the Service Provider mentioned above. I have read the privacy policy of the Service Provider. I have been informed about what personal data is being released and what purposes the data will be used or possibly relayed for, and I give my consent for dissemination of my personal data to the Service Provider

OK

(select)

Cancel

(select)

## **Haka Federation – Service Agreement**

### **Appendix 8: Prices**

The services described in this Agreement are funded from the fees agreed in the Service Agreement between CSC and Funet member organizations. For non-Funet member organizations CSC defines pricing based on the costs of the development of the service and costs accrued from the services.

Prices for services provided by CSC - IT Center for Science Ltd, when not included in Appendix 3, are set forth separately.

**ANNEX 3 a):**

**POWER OF ATTORNEY**

To the following Identity Federations:

Haka, Finland  
Deutsches Forschungsnetz (DFN), Germany  
SurfFederatie, The Netherlands

And whom It may Concern:

**CSC – Tieteen tietotekniikan keskus Oy, established in Keilaranta 14, 02150 ESPOO, Finland,** does hereby make, constitute and appoint Administrative Director Paul Lommen from Max-Planck Institute for Psycholinguistics, Nijmegen, as its true and lawful attorney, he individually, or his authorized representative, shall have the authority on behalf of CSC – Tieteen tietotekniikan keskus Oy, to:

1. Sign Service Provider Agreement of the Haka, Finland, in a form as it is in the Annex 2 of this Agreement.
2. Sign Service Provider Agreement of the Deutsches Forschungsnetz (DFN), Germany, in a form as it is in the Annex 2 of this Agreement.
3. Sign Service Provider Agreement of the SurfFederatie, The Netherlands, in a form as it is in the Annex 2 of this Agreement.

IN WITNESS WHEREOF, CSC – Tieteen tietotekniikan keskus Oy has caused this Power of Attorney to be executed by its Managing Director, Dr. Kimmo Koski, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CSC – Tieteen tietotekniikan keskus Oy**

By:

\_\_\_\_\_

Managing Director,  
Dr. Kimmo Koski

Attested By:

\_\_\_\_\_

Name:

**ANNEX 3 b):**

**POWER OF ATTORNEY**

To the following Identity Federations:

Haka, Finland  
Deutsches Forschungsnetz (DFN), Germany  
SurfFederatie, the Netherlands

And whom It may Concern:

**Institut für Deutsche Sprache (IDS)**, established in R5, 6-13, 68161 Mannheim, Germany, does hereby make, constitute and appoint Administrative Director Paul Lommen from Max-Planck Institute for Psycholinguistics, Nijmegen, as its true and lawful attorney, he individually, or his authorized representative, shall have the authority on behalf of Institut für Deutsche Sprache, to:

1. Sign Service Provider Agreement of the Haka, Finland, in a form as it is in the Annex 2 of this Agreement.
2. Sign Service Provider Agreement of the Deutsches Forschungsnetz (DFN), Germany, in a form as it is in the Annex 2 of this Agreement.
3. Sign Service Provider Agreement of the SurfFederatie, The Netherlands, in a form as it is in the Annex 2 of this Agreement.

IN WITNESS WHEREOF, Institut für Deutsche Sprache has caused this Power of Attorney to be executed by its Director Prof. Dr. Dr. h.c. mult. Ludwig M. Eichinger this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Institut für Deutsche Sprache**

By:

\_\_\_\_\_

Director,  
Prof. Dr. Dr. h.c. mult. Ludwig M. Eichinger

Attested By:

\_\_\_\_\_

Name:



**ANNEX 3 c):**

**POWER OF ATTORNEY**

To the following Identity Federations:

Haka, Finland  
Deutsches Forschungsnetz (DFN), Germany  
SurfFederatie, the Netherlands

And whom It may Concern:

**Institute for Dutch Lexicology (INL)**, established in Postbus 9515, 2300 RA Leiden, The Netherlands, does hereby make, constitute and appoint Administrative Director Paul Lommen from Max-Planck Institute for Psycholinguistics, Nijmegen, as its true and lawful attorney, he individually, or his authorized representative, shall have the authority on behalf of Institute for Dutch Lexicology, to:

1. Sign Service Provider Agreement of the Haka, Finland, in a form as it is in the Annex 2 of this Agreement.
2. Sign Service Provider Agreement of the Deutsches Forschungsnetz (DFN), Germany, in a form as it is in the Annex 2 of this Agreement.
3. Sign Service Provider Agreement of the SurfFederatie, The Netherlands, in a form as it is in the Annex 2 of this Agreement.

IN WITNESS WHEREOF, Institute for Dutch Lexicology has caused this Power of Attorney to be executed by its Director, Dr. J.C.T. Beeken this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Institute for Dutch Lexicology (INL)**

By:

\_\_\_\_\_  
Director,  
Dr. J.C.T. Beeken

Attested By:

\_\_\_\_\_  
Name:

**ANNEX 3 d):**

**POWER OF ATTORNEY**

To the following Identity Federations:

Haka, Finland  
Deutsches Forschungsnetz (DFN), Germany  
SurfFederatie, the Netherlands

And whom It may Concern:

**Berlin-Brandenburgische Akademie der Wissenschaften**, established in Jägerstr. 22-23, 10117 Berlin, Germany, does hereby make, constitute and appoint Administrative Director Paul Lommen from Max-Planck Institute for Psycholinguistics, Nijmegen, as its true and lawful attorney, he individually, or his authorized representative, shall have the authority on behalf of Berlin-Brandenburgische Akademie der Wissenschaften, to:

1. Sign Service Provider Agreement of the Haka, Finland, in a form as it is in the Annex 2 of this Agreement.
2. Sign Service Provider Agreement of the Deutsches Forschungsnetz (DFN), Germany, in a form as it is in the Annex 2 of this Agreement.
3. Sign Service Provider Agreement of the SurfFederatie, The Netherlands, in a form as it is in the Annex 2 of this Agreement.

IN WITNESS WHEREOF, Berlin-Brandenburgische Akademie der Wissenschaften has caused this Power of Attorney to be executed by Der Präsident, Prof. Dr. Günter Stock this \_\_\_\_ day of \_\_\_\_, 20\_\_.

**Berlin-Brandenburgische Akademie der Wissenschaften**

By:

\_\_\_\_\_  
Der Präsident,  
Prof. Dr. Günter Stock

Attested By:

\_\_\_\_\_  
Name:

#### **ANNEX 4: Technical and Administrative Persons of the Service Provider Federation**

Co-ordinating Party **Max-Planck Institute for Psycholinguistics** has named the following technical and administrative persons.

At the effective date of this Agreement the technical person of the Service Provider Federation is: Tobias Valkenhoef  
(Tobias.vanValkenhoef@mpi.nl)

At the effective date of this Agreement the administrative person of the Service Provider Federation is: Dieter Van Uytvanck  
(Dieter.vanUytvanck@mpi.nl)

**Annex 5:**

<p>ACCESSION</p> <p>of a New Party to</p> <p>CLARIN Service Provider Federation Start-up Agreement, version [..., YYYY-MM-DD]</p> <p>[OFFICIAL NAME OF THE NEW PARTY]</p> <p>hereby consents to become a Party to the Agreement identified above and accepts all the rights and obligations of a Party starting [date].</p> <p>In addition the New Party names:</p> <p>The technical person (SAML administrator) of the New Party to be:</p> <p>The administrative person of the New Party to be:</p> <p>[OFFICIAL NAME OF THE CO-ORDINATING PARTY]</p> <p>hereby certifies that the Assembly of the Service Provider Federation has accepted in the meeting held on [date] the accession of [the name of the New Party] to the Service Provider Federation starting [date].</p> <p>This Accession Document has been drawn up in 2 originals to be duly signed by the undersigned authorised representatives.</p> <p>[Date and Place]</p> <p>[INSERT NAME OF THE NEW PARTY]</p> <p>Signature(s)</p> <p>Name(s)</p> <p>Title(s)</p> <p>[Date and Place]</p> <p>[INSERT NAME OF THE CO-ORDINATING PARTY]</p> <p>Signature(s)</p> <p>Name(s)</p> <p>Title(s)</p>
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