

GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS FOR USE OF THE ArnesAAI FEDERATION INFRASTRUCTURE

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1. INTRODUCTORY PROVISIONS

- 1.1. These General terms and conditions for use of the ArnesAAI Federation services (hereinafter: General terms and conditions) regulate legal relations between Arnes as the AAI custodian and members of the ArnesAAI Federation.
- 1.2. The technical and organisational provisions for use of the AAI infrastructure, as published and available at [<http://aai.arnes.si/>] shall form a constituent part of these General terms and conditions.

2. DEFINITION OF TERMS

- 2.1. **AAI** means authentication and authorisation infrastructure established by members of the ArnesAAI Federation and intended for authentication and authorisation of end users in accessing remote resources, content and services for the purposes of education and research.
- 2.2. **ArnesAAI Federation** (hereinafter: Federation) is the organisational framework established for the purposes of AAI.
- 2.3. **Arnes** is the Academic and Research Network of Slovenia, established as a public institute by the Resolution establishing the Academic and Research Network of Slovenia public institute (OGRS 23/92 and 38/02), which among its activities undertakes the activities of ArnesAAI Federation custodian.
- 2.4. **ArnesAAI Federation Custodian** (hereinafter: Custodian) is Arnes, which may also participate in the Federation as an identity provider and a service provider.

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- 2.5. **Member of the ArnesAAI Federation** (hereinafter: Member) is any legal or natural person that uses AAI as a service provider (hereinafter: SP) or identity provider (hereinafter: IdP) and joins the ArnesAAI Federation through the membership application, which as Annex A forms a constituent part of these General terms and conditions.
- 2.6. **End user** is a natural person who uses ArnesAAI Federation services through an identity provider that allocates him or her credentials.
- 2.7. **Identity provider (IdP)** is a member of the ArnesAAI Federation that enables valid access to AAI for end users through the use of prescribed or agreed technical solutions. Identity providers may also appear as service providers.
- 2.8. **Service provider (SP)** is a member of the ArnesAAI Federation that offers to end users the use of services, content or resources in accordance with the rules of the ArnesAAI Federation and that holds a valid registration for the performance of such activities. SPs may impose on end users additional terms, conditions and rules for access to resources or services it offers.
- 2.9. **IdP server** is a server on which runs the software prescribed by the custodian of the ArnesAAI Federation. This server enables the transfer of data needed for authentication and authorisation of individual end users to service providers.
- 2.10. **LDAP directory** is the server solution prescribed by the ArnesAAI Federation custodian through technical and organisational provisions for a directory of end users that IdPs are obliged to establish.
- 2.11. **LDAP schema** is the dataset on end users in the LDAP directory syntactically and semantically prescribed by the ArnesAAI Federation custodian.
3. **BASIC PRINCIPLES OF OPERATION OF ARNESAAI FEDERATION AND LEGAL RELATIONS BETWEEN ARNESAAI FEDERATION MEMBERS**

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- 3.1. The purpose of the ArnesAAI Federation is:
 - 3.1.1. To ensure a single framework for authentication and authorisation of end users in the use of resources, content and services provided by SPs through the ArnesAAI Federation.
 - 3.1.2. To establish standard technical and organisational provisions and standard technical solutions for all ArnesAAI Federation members.
 - 3.1.3. To ensure ArnesAAI Federation members and end users in the research, education and culture sectors have access to AAI infrastructure for standardised access to various resources and services provided by SPs.
 - 3.1.4. To perform other tasks in the interest of ArnesAAI Federation members.

- 3.2. Any legal or natural person in the sectors of education, research or culture, who are eligible to use the ARNES network under the criteria published at http://www.arnes.si/dostop/dostop_kriteriji.htm may be identity providers (IdP). Identity providers enable their own end users to access the ArnesAAI Federation infrastructure and thence remote use of services and resources provided by SPs under their own terms and conditions.

- 3.3. Any legal or natural person that provides services within the framework and in accordance with the rules of the ArnesAAI Federation, and that is validly registered, may be a service provider (SP). Service providers shall join the ArnesAAI Federation at the suggestion of existing ArnesAAI Federation members.

- 3.4. Members shall be obliged to comply with the Technical and organisational provisions from clause 1.2.

- 3.5. IdPs shall be obliged via AAI to enable end users to use resources, contents and services at the SP with which they have suitable contracts or whose services and resources the end users of individual IdPs are eligible to use.

- 3.6. By joining the Federation, member accepts these General terms and conditions as binding, and agree that these General terms and conditions shall regulate the content of contractual legal relations between them and the custodian.

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4. RIGHTS AND OBLIGATIONS OF ARNES

- 4.1. As the ArnesAAI Federation custodian, Arnes shall for the duration of the contract have an exclusive and unrestricted right, using its own judgement and regardless of the objections of any member of the ArnesAAI Federation, to restrict the use of individual contents, resources or services, or to take other necessary measures to protect the lawful interests of other members of the ArnesAAI Federation.
- 4.2. Arnes may not be held liable contractually or for compensation for any measure under clause 4.1.
- 4.3. Arnes cannot be responsible for any damage, either directly or indirectly, caused in any way to any member of the ArnesAAI Federation due to the use of AAI.
- 4.4. Arnes undertakes to provide the services of ArnesAAI Federation custodian in accordance with best practice and state-of-the-art technology, thereby protecting the interests of all members of the ArnesAAI Federation.
- 4.5. Arnes shall not undertake the activities of ArnesAAI Federation custodian in instances of *force majeure* or where the security, unity or integrity of the operation of the AAI system is in any way endangered.

5. GENERAL RIGHTS AND OBLIGATIONS OF FEDERATION MEMBERS

- 5.1. For the duration of the contract on accession to the Federation, members declare that all data available in the AAI that they themselves administer, are accurate, complete, up-to-date, lawfully obtained with respect for all valid regulations, and particularly but not exclusively compliant with requirements pertaining to the protection of personal data and intellectual property rights, and, in the event of changes thereto, undertake to inform Arnes and other users that are affected or could be affected by such data changes.

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- 5.2. Members declare that the services they provide within the Federation meet all valid normative requirements at all times, irrespective of the method of provision of such services, and particularly but not exclusively, requirements associated with the protection of personal data.
- 5.3. Members undertake to adopt all reasonable necessary technical and organisational measures to ensure the security of information and services provided by them or by end users under their supervision, in accordance with the technical and organisational conditions of the Federation. In this context, members declare that, in the event that individual pieces of data or services do not meet all the requirements set out in clauses 5.1 and 5.2, they shall without delay and at their own expense adopt all necessary and appropriate legal, technical and organisational measures to ensure compliance with the requirements of clauses 5.1 and 5.2.
- 5.4. Members undertake to inform Arnes without delay of all attempts to abuse AAI or of violations that threaten the security, unity or integrity of AAI or other members of the ArnesAAI Federation or other end users, particularly but not exclusively by:
- 5.4.1. installing on their own IdP server the prescribed software solution or using the provided solutions on Arnes IdP servers allocated to them;
 - 5.4.2. providing Arnes the necessary contact data (telephone, fax, mobile telephone, email address) of persons responsible for technical and administrative contacts;
 - 5.4.3. working with Arnes to establish and maintain the Federation system and other matters required for the operation of the Federation.
- 5.5. ArnesAAI Federation members undertake to transfer to Arnes for the purposes of operating the AAI the right in a reasonable and necessary extent to use contact data provided by individual members.
- 5.6. Members undertake to report on request to Arnes for the needs and purposes of operation of the Federation all the required statistical data on the use and operation of AAI.
- 6. SPECIAL RIGHTS AND OBLIGATIONS OF IdPs**

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- 6.1. By accepting these General terms and conditions, IdPs join the Federation, and Arnes undertakes to provide for them Federation custodian services in the manner and under the terms and conditions set out in this contract.
- 6.2. IdPs declare that they are aware that membership of the ArnesAAI Federation in itself does not enable access to resources, content or services offered by other members, and that in relation to such access Arnes does not accept any responsibility nor provide any warranty. Individual IdPs and SPs shall separately agree on access to resources, contents or services, taking account of their mutual interests.
- 6.3. IdPs undertake to respect valid regulations governing the protection of children and young people, including the protection of their personal data, and shall adopt and establish necessary measures to achieve this.
- 6.4. In the event of violations committed by their end users, Federation members (IdP) undertake appropriate action and, at the request of Arnes, prevent such users from accessing the AAI.

7. SPECIAL RIGHTS AND OBLIGATIONS OF SPs

- 7.1. By accepting these General terms and conditions, SPs join the Federation, and Arnes undertakes to provide for them Federation custodian services in the manner and under the terms and conditions set out in this contract.
- 7.2. SPs declare that the subject of the services they provide is consistent with the purposes of the operation of the Federation and that, for the duration of their membership, they shall comply with all statutory requirements for the provision of services, and to refrain from actions in contravention of the purposes of the operation of the Federation.
- 7.3. SPs declare that they will not process and supply personal data of end users except to the extent necessary for access to or the provision of their services.

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8. DURATION OF FEDERATION MEMBERSHIP AND CONSEQUENCES OF CESSATION

8.1. Membership of the Federation shall last for the limited period of one year from the date of signing of the membership application, as defined in Annex A, which forms a constituent part of these General terms and conditions, and after the expiry of this interval shall be automatically extended by one year, unless either Arnes or the member, at least 15 days before the end of the one-year period, reports in writing to the other the intention not to extend the contract, wherein in any such written declaration Arnes must state a valid reason to terminate the contract.

8.2. Membership shall also cease if for any reason Arnes ceases to undertake the activities of ArnesAAI Federation custodian.

8.3. Membership shall also cease in the event of a violation of the General terms and conditions by the member. In such instances, Arnes may by written declaration and without any notice period withdraw from these General terms and conditions, leading to the consequences of termination of membership.

8.4. In no instance of termination of membership shall Arnes be liable for any damages incurred by members, unless termination of Federation membership arose due to deliberate violation on the part of Arnes.

8.5. On the date of termination of Federation membership, Arnes will remove the member from the ArnesAAI Federation in such a way that the member will no longer be recognised as a member of the Federation.

8.6. On the date of termination of Federation membership, all rights of the member associated with membership of the Federation shall cease, particularly but not exclusively the right to use data and services of other ArnesAAI Federation members or of the ArnesAAI Federation custodian.

9. PROTECTING PERSONAL DATA

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- 9.1. The handling of personal data for the purposes of Federation services by IdPs, SPs and the custodian shall be covered by the provisions of the law regulating the protection of personal data and relevant regulations of the European Union, which shall apply and have effect directly.
- 9.2. Members declare that they will collect and process personal data in a manner that ensures the authenticity and integrity of personal data at all times. To this end, members undertake to conclude with end users or their legal representatives suitable contracts and to obtain the necessary consents in the prescribed or agreed form that enables comprehensive use of personal data of such persons, and declare that they have appropriate legal grounds for the collection of such data.
- 9.3. Members undertake to notify end users or their legal representatives using the AAI environment through them in the prescribed manner of all rights and obligations associated with the collection, processing and protection of personal data. The legal consequences of any violations of such obligations shall be borne in full by the member, and Arnes shall not accept responsibility for such.
- 9.4. In the event of violations of provisions regarding privacy and the protection of personal data, Arnes shall have the right to withdraw from the contract with the ArnesAAI Federation member in writing without prior warning and without notice.

10. VALIDITY OF GENERAL TERMS AND CONDITIONS

- 10.1. The text of these General terms and conditions shall be binding on all those entering into legal relations with Arnes in relation to the use of ArnesAAI Federation services.
- 10.2. Members of the ArnesAAI Federation shall be obliged within the context of their contractual relations to fully inform contractual partners and end users of the contents of these General terms and conditions, and to adopt as necessary appropriate measures for the realisation thereof. Arnes shall not suffer harmful consequences of the abandonment of the aforementioned obligations by individual ArnesAAI Federation members.

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- 10.3. Arnes may amend these General terms and conditions. All changes must be published at least 30 days before they enter into force at <http://aai.arnes.si>. The rights and obligations of members shall be assessed according to valid General terms and conditions.
- 10.4. Where changes to these General terms and conditions are urgent for the operation of the ArnesAAI Federation, such changes may exceptionally enter into force with a shorter notice period.

11. DISPUTE RESOLUTION

- 11.1. Any disagreement, dispute or demand arising from these General terms and conditions or from the contract on joining the ArnesAAI Federation or in connection therewith, including issues regarding the existence, validity or cessation of these General terms and conditions or contract shall be resolved by mutual agreement. Insofar as an agreed solution is impossible within 60 days from the written definition of the dispute and request for the resolution thereof issued on the part of either party, an arbitration senate or individual arbiter, appointed in accordance with the Rules on arbitration procedures before the permanent arbitration committee at the Chamber of Commerce and Industry of Slovenia in force on the date of entry into force of these General terms and conditions, shall be competent to resolve the dispute. Arbitration will be based in Ljubljana. If any party successfully enforces any demand against the other party to secure or protect its rights under this contract, such party shall be entitled to reimbursement of reasonable legal and other costs as defined by the arbitration together with the costs of arbitration and other costs of such procedure.

12. FINAL PROVISIONS

- 12.1. These General terms and conditions shall enter into force 30 days after their publication on the website at <http://aai.arnes.si/>.

Arnes

Marko Bonač, MSc, director

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ANNEX A

APPLICATION FOR MEMBERSHIP OF ArnesAAI FEDERATION

I wish to join the ArnesAAI Federation as a **Service provider**.

Short description of service

Access to services envisaged for

Organisation data

Organisation name

Registration number

Address

Postal Code and City

Telephone

Fax

E-mail address

Responsible person

Name and surname

Mobile phone number

E-mail address

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Technical contact person

Name and surname

Mobile phone number

E-mail address

We hereby declare that we are fully familiar with the provisions of the General terms and conditions and Annexes thereto, the Technical and organisational provisions, and our obligations arising from these documents.

We hereby declare that we are fully aware of the rules on protection of personal data and protection of young people under these General terms and conditions, and our obligations arising therefrom.

Arnes AAI Federation member:

Full name and signature of responsible person:

Date and place of signing:
