

Haka Identity Federation Service Agreement (hereinafter "Agreement")

1 IDENTITY FEDERATION

The **Haka federation** is an identity federation founded by Finnish universities and universities of applied sciences that belong to the administrative branch of the Ministry of Education and Culture for the purpose of cooperating in the area of inter-organizational authentication and authorization. The purpose of the trust network is to support the operations of higher education and research institutions by developing and maintaining an authentication and authorization infrastructure (AAI) for users.

2 SUBJECT AND PURPOSE OF THE AGREEMENT

The aim of this Agreement is to agree upon a common set of policies and operating practices of the Haka federation in order to ensure the reliability and legality of the AAI functions.

This Agreement only applies to the provision of AAI services involving user authentication across organizational boundaries as well as the requirements applicable to the use of said services. This Agreement does not affect any agreements between Federation Members and Service Providers concerning the content, pricing, access rights or data protection obligations of services in addition to what is expressly specified in this Agreement or its appendices.

The Haka federation may also work in cooperation with other, similar AAIs.

This Agreement replaces any earlier agreement(s) between the operator and Federation Member or Partner concerning the use of Haka Identity Federation AAI services.

3 ORGANIZATION OF THE FEDERATION

The **Federation operator**, CSC - IT Center for Science Ltd. (hereinafter "Operator") shall coordinate Federation operations in a manner specified in greater detail in this Agreement and its appendices. The Operator shall sign Federation Service Agreements on behalf of and authorized by the Federation.

The Federation shall be comprised of the **Operator, Members and Partners** (hereinafter 'Party' individually and 'Parties' collectively), with which the Operator has signed a Federation Service Agreement. The Parties acknowledge that Agreements signed by other Federation Members and Partners share identical content with this Agreement and that the Party joining by signing this Agreement shall be obligated to observe the rights and obligations specified in this Agreement with regard to the Operator and other Parties. The Operator shall be obligated to keep current information on Federation Parties available. The Operator shall also keep information on the Federation Parties available publicly.

The **Federation Committee and Operations Committee** shall be appointed in accordance with Appendix 2 to develop and maintain operations.

The organization of the Federation is described in greater detail in Appendix 2.

4 FEDERATION MEMBERS AND PARTNERS

The Federation may be joined as a **Member** (hereinafter 'Member' individually and 'Members' collectively) by universities and universities of applied sciences, research institutions owned by the state and other public sector agencies, and other organizations that support education and research as specified in greater detail in Appendix 2.

The Federation may be joined under this Agreement as **Partners** (hereinafter 'Partner' individually and 'Partners' collectively) by **Service Providers** that provide services to the End Users of the Members described above.

A **Member** may function in the Federation as both a **Home Organization and Service Provider**.

A **Partner** may function in the Federation as a **Service Provider**.

A **Home Organization** is a university, university of applied sciences, research institution or other organization supporting education and research that has signed the Federation Service Agreement as a Member and that, serving as data controller, maintains the attributes of students, employees or persons otherwise involved in its operations (end users) and is responsible for the authentication of their identity in the Haka Identity Federation. In order to function as a Home Organization, the Party in question shall be required to: register with the Federation as specified in the Appendices; maintain an up-to-date identity management system; and fulfil the other requirements specified for it in the appendices.

A **Service Provider** is an organization that has signed the Federation Service Agreement as a Member or Partner that provides electronic services to authenticated End Users of a Home Organization. In order to function as a Service Provider, the Party in question shall be required to: ensure that the purpose of processing attributes as a Service Provider does not conflict with the purpose of the Federation; register with the Federation in accordance with the appendices; and fulfil the other requirements specified for it in the appendices.

The Member or Partner role of the Party joining the Federation shall be confirmed with the signature form of this Agreement.

5 OPERATOR RIGHTS AND OBLIGATIONS

The Operator shall provide the Federation Member or Partner with AAI services for authentication across organizational boundaries in accordance with this Agreement and its appendices.

Appendix 3 presents the services provided by the Operator to all Federation Members and Partners.

The Operator shall be responsible for the maintenance and servers related to use of the AAI service so that their accessibility and usability are optimal. AAI services shall normally be available at all times, except in the case of necessary interruptions in service. However, the Operator shall not be obligated to provide on-call or maintenance services outside normal working hours.

The Operator shall not be responsible for interruptions or delays in service caused by: utility program errors; computer, data transfer connections, data transfer and terminal device breakdowns; maintenance; hardware installations; or other similar compelling reasons.

Every effort shall be made to provide advance notification of any interruptions in service, but the Operator shall reserve the right to shut down AAI services without prior notice in the event that it becomes necessary to make repairs, correct serious malfunctions or prevent security problems.

Following a procedure that complies with the appendices of this Agreement, the Operator shall, on behalf of the Federation, have the right to approve or reject the application of a new Party for joining in the Federation. The Operator shall keep an up-to-date Federation Service Agreement template and its appendices available to the Parties on its website.

6 MEMBER AND PARTNER RIGHTS AND OBLIGATIONS

The Federation Member and Partner:

- shall be obligated to take measures required for the proper usage of services specified in Appendix 3 and ensure that said measures meet the requirements specified in Appendix 3; and
- shall report to the Operator contact regarding administrative and technical matters and provide the e-mail address to which notifications made in accordance with this Agreement may be sent.

In the event of any disruptions and misuse, Federation Members and Partners shall actively contribute to resolving them.

7 HOME ORGANIZATION RIGHTS AND OBLIGATIONS

Prior to starting operations as a Home Organization, the administrative contact of the Federation Member shall provide the Operator with a description of the Member's identity management and other explanations as defined in greater detail in Appendix 3

In acting as a Home Organization, the Federation Member:

- shall be obligated to ensure that End Users pledge to observe the rules and policies of use that steer good and secure data practices;
- shall inform the End User which data concerning their use of the services will be collected by the Home Organization, where said data will be used and possibly released (obligation to inform the data subject);
- shall be responsible as Data Controller for ensuring that the Service Provider on behalf of it only processes data that is appropriate, essential and limited to what is necessary in relation to the purposes for which it is being processed ('data minimization')
- shall be responsible for ensuring that the data being released is accurate, up-to-date and in compliance with common policies, particularly with regard to the structure (syntax) and meaning (semantics) of attributes as specified in Appendix 3.

8 SERVICE PROVIDER RIGHTS AND OBLIGATIONS

In acting as the Service Provider, the Party:

- shall be responsible for all services registered to the Federation by units operating within its purview. Prior to registering services, the Federation Service Provider administrative contact shall inspect the content of services being provided and the Privacy Statement as well as ensure that the service otherwise fulfils the requirements specified in Appendix 3. On behalf of the Federation Service Provider, the administrative contact shall inform the Operator of the commencement of registering services as specified in Appendix 5; and
- shall not use the attributes for any purpose other than what is specified in the service Privacy Statement.
- shall be responsible as Data Controller for ensuring that it only requests and collects from the Home Organization data that is adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed ('data minimization').
- shall be responsible as Data Controller to inform the End User which data concerning their use of the services will be collected, where said data will be used and possibly released (obligation to inform the data subject), shall process and release attributes in accordance with the policies of this Agreement, thus obligating them to comply with the policies and rules specified in this Agreement and its appendices.

9 AGREEMENTS WITH THIRD PARTIES PROVIDING AUTHENTICATION AND AUTHORIZATION INFRASTRUCTURE (AAI) SERVICES

The Operator may make agreements applicable to the Federation also with other partners providing AAI services (e.g. EduGAIN) as specified in Appendix 3, provided that the Federation Committee has approved the respective draft agreement in writing. Authentication and authorization in cooperation with other AAIs may be based on policies and operating practices that deviate from those specified in this Agreement, which must be taken into account in attendant operations. The Parties to this Agreement shall not be responsible for authentication and authorization between the Haka Identity Federation and third parties providing AAI services - in such cases, the trust in AAI services shall be the exclusive responsibility of the Parties involved. The Parties hereby understand that other such federations or third parties providing AAI services are not bound by the terms and conditions of this Agreement. The Operator shall also keep information on the Federation Parties available publicly.

10 PERSONAL DATA PROTECTION AND DATA SECURITY

The Parties are obligated to ensure that applicable legislation on privacy and processing and disclosure of personal data is complied with, as well as statutory confidentiality and non-disclosure obligations and ensuring a sufficient level of data security.

The **Home Organization** is a Data Controller for its End Users.

The **Service Provider** acts as the recipient or processor of released or transferred attributes.

- When acting on behalf of the Data Controller, the Service Provider serves as the processor of attributes.

- In cases where the Service Provider provides its services directly to the Home Organization's End Users and does not act as a processor on behalf of the Home Organization, the Service Provider acts as a Data Controller recipient of released attributes.
- The Service Provider shall be committed to comply with the codes of conduct, operating practices and requirements specified in Appendix 3 (Service description and requirements).

The **Operator** shall serve in the role of **Data Controller** specified in applicable data protection legislation when processing the administrative and technical contact information of the Parties within its coordination and administration of the Federation and the services.

The **Operator** shall serve in the role of **Processor** specified in applicable data protection legislation and be obligated to comply with the codes of conduct, operating practices and requirements specified in Appendix 3 (Service description and requirements)

- in cases where the Operator participates in, for example, technical problem solving on behalf of a Party in accordance with said Party's instructions; or
- when the Party has ordered an additional service from the Operator for the processing of attributes on behalf of the Party.

The **release and transfer of attributes to third countries and international organizations** shall be subject to the terms and conditions specified in this Agreement, the EU General Data Protection Regulation and other valid, applicable legislation as well as the codes of conduct, operating practices and procedures specified in Appendix 3 (Service description and requirements).

The Home Organization and Service Provider shall, outside this Agreement on authentication and authorization procedures, ensure that the Service Providers processing attributes under it have duly pledged to comply with applicable data protection legislation.

11 LIMITATIONS OF LIABILITY REGARDING OTHER FEDERATION PARTICIPANTS OR END USERS

The Operator shall not be liable for damages caused to another Federation Party or a Home Organization functioning as said Party's End User, nor shall the another Federation Party be liable for damages 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 other Party's liability for damages in case of a breach of contract is limited to one thousand (1000) euros.

The Party shall refrain from claiming compensation for damages from other Federation Parties for damages caused by the use of the AAI services, downtime or other issues relating to the use of the AAI services.

The Parties shall not be liable to each other for any consequential or indirect damages caused.

The above-mentioned limitations of liability shall apply unless otherwise stipulated in compulsory legislation, particularly with regard to the End User's right to compensation for damages afforded under the EU General Data Protection Regulation and other applicable data protection legislation and the liability of the Party causing the damages to the End User.

If the Party in question has paid the data subject full compensation for the damages caused by violation of data protection legislation, said Party shall be entitled to claim back from the other controller(s) or processor(s) involved in the same processing that part of the compensation

corresponding to their part of responsibility for the damage. The liability of the Party for damages caused to the data subject is specified in Article 82(4) of the EU General Data Protection Regulation or a corresponding provision in other data protection legislation.

This Agreement shall not affect any agreed liabilities for damages stipulated in agreements between the Federation Members and Service Providers.

12 INTERRUPTION IN PROVISION OF THE SERVICE, RESTRAINT FROM USE OF THE SERVICE OR SANCTIONS FOR POOR QUALITY

A. Interruption in provision of the service

The Operator reserves the right, without separate liability for damages, to interrupt provision of services to a Federation Party in part or in full under the following circumstances:

- (a) If the Federation Member or Partner commits an essential breach of this Agreement, the Operator shall be entitled to interrupt provision of the services until the Federation Party in question fulfils their obligations again; The Operator shall also immediately notify the Party in writing, explaining how the Party committed the breach of contract and how it must rectify the situation;
- (b) If the Federation Member or Partner repeatedly commits minor breaches and continues to do so despite the Operator's written reminders, the Operator shall be entitled to interrupt provision of the services until the Federation Party fulfils their obligations again;
- (c) If the Federation Member or Partner, through their action or neglect, has caused any deterioration in quality or other adverse effect on the functionality of the Operator's servers, without having rectified their action or neglect within a reasonable period of time upon receiving a written notice;
- (d) If it becomes necessary to interrupt the service due to repair, improvement or preventive maintenance activities.

In such cases, interruption of the services shall not release the Federation Party from their obligation to remit fees specified on the price list.

B. Interrupting or discontinuing the provision of an End User's service

The Operator reserves the right, without separate liability for damages, to interrupt or terminate the provision of services to one or more End User of a Federation Member in part or in full under the following circumstances:

- (a) If the End User of the Federation Member, through their actions, causes technical or data security problems in the service;
- (b) If the End User of the Federation Member may be exposed to technical or data security problems;
- (c) If there is reason to believe that the End User of the Federation Member has used the service in a fraudulent or illegal manner;

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

Upon receiving a notification from the Operator, the Home Organization shall be obligated to carry out the interruption or termination of service.

C. Restraint from use of the service or sanctions for poor quality

If use of the service is prevented for reasons attributable to the Operator or if the quality of service is repeatedly inferior, the Federation Member shall inform the Operator of the interruption in service or deterioration of quality and request corrective actions in writing, as set forth in section 15. A reasonable amount of time shall be reserved for the Operator to correct any deficiencies and defects observed in the content and quality of the services. Should the use of services be hampered by factors essentially attributable to the Operator, the Federation Member shall not be obligated to make any payments for said period as specified in the price list. However, a defect in the availability or quality of services does not warrant any other indemnity for damage.

13 EVENTS AND TRAINING

Representatives of the Federation Member shall, whenever possible, be entitled to participate in events and training arranged by the Operator for Haka Federation AAI service users. The normal course fee specified for courses on the Operator training calendar shall apply. The pricing of tailored courses shall be set under a separate agreement.

14 INVOICING

CSC - IT Center for Science Ltd, which functions as Operator, is a non-profit company and, on the basis of this, it shall set the pricing principles for AAI services. Prices may be set separately for Home Organizations and Service Providers.

If the Federation Party joins the Haka Federation in the middle of an invoicing period, then only full calendar months shall be invoiced for the first invoicing period.

Pricing principles and the invoicing schedule are defined in greater detail in Appendix 7. The pricing principles and invoicing schedule may be changed as agreed in section 16 concerning amendments to the Appendices of this Agreement.

15 NOTICES AND REPORTS SUBMITTED TO OTHER PARTICIPANT

Written notices and reports mentioned in this Agreement may be sent electronically to the email addresses specified by the Parties or by mail to the contacts designated by the Parties. Each Party shall be responsible for the appropriate tracking of the addresses they give. A notice delivered in electronic form shall be considered as having been received by the recipient on the first working day after the date of sending. A notice delivered by mail shall be considered as having been received by the recipient on the seventh day after the date of such mailing, unless other proof of receipt is given.

The Parties shall be obligated to notify the Operator of any changes made to addresses and other contact information pertaining to this Agreement and the use of AAI services.

16 AMENDMENT OF THE AGREEMENT

The Federation Committee reserves the right to decide on amendments to the Agreement appendices. Such amendments require confirmation by the Operator. After this, Federation Parties shall be notified in writing of any amendments made at least three (3) months prior to said amendments entering into effect. Said notification shall be delivered to the administrative contact designated by the Federation Party as specified in section 15. In addition, a notification of the amendment shall be posted on the Operator's website, which is accessible to the Federation Members. In this case, the notification shall contain not only a description of the amendment, but also the new, amended Appendix to the Agreement in its entirety. The amended Appendix shall replace the corresponding prior Appendix upon entering into effect.

Additionally, the Federation Committee may decide on urgent amendments that are necessary to the function of the Federation with regard to Appendix 3 of the Agreement. Such amendments to Appendix 3 shall enter into effect after the Operator has confirmed the amendment and informed the Federation Parties of the changes made and the date the amendment enters into effect.

By way of derogation from the appendix amendment procedures mentioned above, the Operator may, at the recommendation of the Federation Committee, append service descriptions and requirements for new additional services as Appendix 4 (4a, 4b, etc.) and amend these in accordance with the amendment procedures described in the appendices in question. Additional services may be ordered by Federation Parties in the manner and under the terms specified in Appendices 4a, 4b, etc. The appendices shall be included as part of this Agreement when the Operator notifies the Parties of the date of their entry into effect.

The appendices describing new additional services shall specify the service itself as well as any separate fees to be charged, the period of validity of the appendix concerning additional services, amendment and ordering/cancelling additional services in accordance with the appendix. Additional service appendices do not affect the status, rights or obligations of the Parties which have not ordered said additional services.

New additional service appendices shall enter into effect and the additional services specified in these appendices shall be available for ordering by the Parties when the Operator notifies the Parties of the date that the appendices enter into effect and the pricing of the additional services specified therein.

17 TERMINATION OF THE AGREEMENT

The period of notice for termination of the Agreement is six (6) months from the date that the notice was received. The period of notice shall be made in writing in accordance with section 15. The Member and Partner shall send a written notice to the Operator. In the event that the Operator decides to terminate the Agreement, a written notice shall be sent to all other Parties.

The Operator is entitled to terminate this Agreement with a Member or Partner immediately if the Party in question commits an essential breach of a provision in this Agreement and does not rectify the breach within a reasonable amount of time (a minimum of 30 days) from having received a written notification concerning the breach, or if the service for the Party in question is interrupted for a period of at least 30 days on grounds specified in section 12 A.

The Federation Member or Partner shall also be entitled to terminate the Agreement immediately, if the use of the services is essentially interrupted, 60 days have passed since a notification has

been sent to the Operator and the Operator has been unable to take corrective action regarding the service.

A Federation Member or Partner may also terminate the Agreement by submitting a written notice to the Operator, as specified in section 15, within thirty (30) days from the date of receiving the Operator's notification on the amendment of the Appendix. The termination shall then take effect on the date that the Appendix to the Agreement enters into effect as informed by the Operator in advance.

18 AGREEMENT PERIOD OF VALIDITY

The Agreement shall be valid until further notice. The notice period for termination of the Agreement shall be set in accordance with section 17 above.

19 INTERPRETATION OF THE AGREEMENT

This Agreement shall be applied primarily in matters that fall within its purview.

This section of the Agreement also consists of the following seven appendices:

- (a) Appendix 1: Key concepts related to authentication and authorization services
- (c) Appendix 2: Organization of the Federation
- (d) Appendix 3: Service description and requirements
- (f) Appendix 4: Service descriptions of additional services 4a, 4b, etc.
- (g) Appendix 5: Operating process for joining the Identity Federation and commencing operations
- (h) Appendix 6: CSC – IT Center for Science Ltd. General terms and conditions
- (i) Appendix 7: Price list for services

This Agreement and its appendices constitute a contractual whole, in whose interpretation the Agreement takes precedence, followed by its appendices in ascending numerical order.

20 RESOLUTION OF DISPUTES

Disputes concerning this Agreement shall be settled primarily through negotiation. If the issue cannot be resolved through negotiation, disputes shall be brought before an ordinary court in the domicile of the Operator.

21 SIGNATURES

The joining Party and Operator shall sign this Agreement and its signature form by electronic means or, if this is not possible, in two identical copies on a separate printable signature form, with one going to the Federation Member and the other to the Operator.