

## Haka Federation – Service Agreement

An English translation of the Finnish document dated April 13th 2011

### 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	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.  See also: Haka Federation
Federation Member	University, polytechnic, research institute, university hospital or an organization supporting research and education that has joined the Federation by signing the Service

	<p>Agreement for 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 common 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, disclo-

	sure, storage, manipulation, combination, protection, deletion and erasure of personal data, as well as other measures directed at personal 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.
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.

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## 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 (24<sup>th</sup> of July 2009/558)
  - 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.

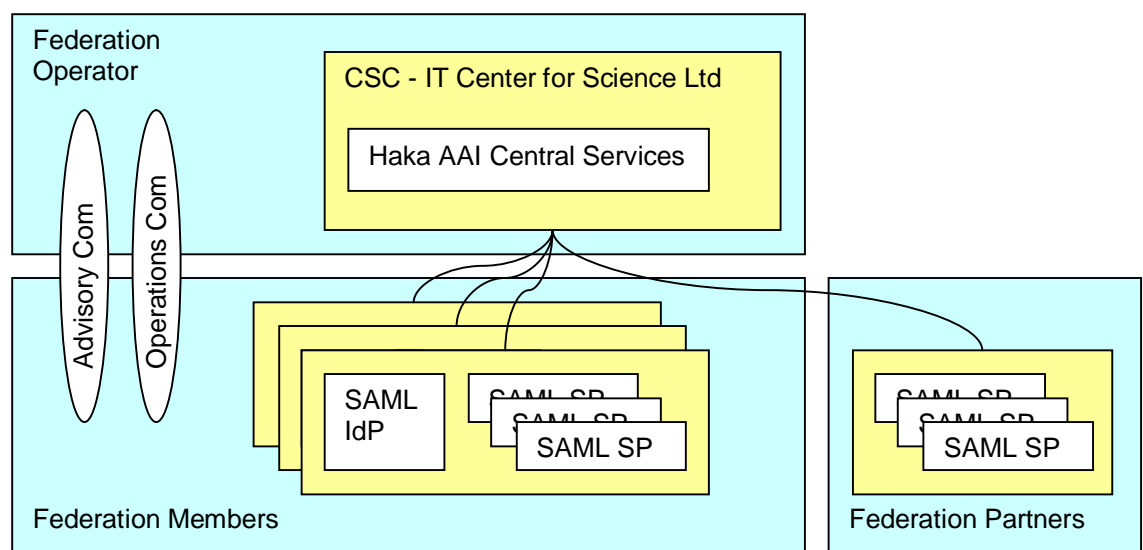


Figure 1. Haka Federation and the related organizations.

### 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 eight representatives nominated as follows

- the university chief information officers' Fucio network nominates two (2) representatives
- the polytechnic IT managers' AAPA-meeting nominates two (2) representatives
- CSC - IT Center for Science Ltd nominates one (1) representative
- Advisory Committee meeting nominates the rest three (3) representatives

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.

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### **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.

2.2.6. Federation Members and Partners shall take care of data security, protection and security updates of their servers properly.

## 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 according to the Federation policies. 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.

## 3. Collaboration with foreign partners providing AAI services

The Operator may also sign agreements with foreign collaboration partners providing AAI services. The purpose of the collaboration arrangements is to support Haka Federation Members' international networking and co-operation. Joining a collaboration arrangement is approved by the Advisory Committee.

Exposing a SAML Identity or Service Provider from Haka Federation to an international collaboration arrangement is always based on a request by the Federation Member or Partner who has registered the Provider to the Federation.

Via a collaboration arrangement, Federation Members and Partners receive Metadata on foreign SAML Identity and Service Providers who are typically not committed to the policies and rules of this Agreement. In that case, the Operator will present the foreign Providers' metadata to Federation Members and Partners in a way which clearly separates them from Haka Federation's Metadata. Additionally, the Operator maintains information on the main differences in policies and rules between the foreign Providers and the Members and Partners committed to this Agreement.

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### **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.

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### **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.

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**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.