

SingAREN Access Federation (SGAF) Rules

I. INTRODUCTION

- I.1 The purpose of the SGAF (“the Federation”) is to provide a mechanism for connecting members of the education and research sectors including academics, researchers, and students (“End Users”) securely and reliably to online information, infrastructure, services and resources.
- I.2 Only members of SingAREN (“Subscribers”) which undertake or support education, research or research and development and agree to be bound by the Federation Rules (“Rules”).
- I.3 The Federation relies on Subscribers, as Identity Providers, correctly and accurately asserting information about the identity of its End Users to other Subscribers who, as Service Providers, will use that information to grant (or deny) access to the services and resources they offer to End Users.
- I.4 The scope of the Federation may be extended over time to include a broader range of Subscribers beyond the education and research sectors.
- I.5 The electronic exchange of authentication information between End Users, Identity Providers and Service Providers and the provision of support services for Subscribers may be managed by one or more Operators on behalf of the Federation.

2. SUBSCRIBER RESPONSIBILITIES

- 2.1 Subscription in the Federation is conditional upon the Subscriber accepting and abiding by these Rules and acknowledging that these Rules are binding upon and enforceable against the Subscriber by SGAF.
- 2.2 The Subscriber warrants and undertakes that: Federation rules
 - 2.2.1 All and any Data, when provided to SGAF, or another Subscriber (as the case may be), are accurate and up-to-date and any changes to Metadata are provided promptly to the SGAF Operator;
 - 2.2.2 It will observe Good Practice in relation to the configuration, operation and security of the System;
 - 2.2.3 It will observe Good Practice in relation to the exchange and processing of any Data and in obtaining and managing the domain name service (DNS) names, digital certificates and private keys used by the System;
 - 2.2.4 It holds and will continue to hold all necessary licences, authorisations and permissions required to meet its obligations under these Rules;
 - 2.2.5 It will not act in any manner which damages or is likely to damage or otherwise adversely affect the reputation of the Federation; and
 - 2.2.6 It will give reasonable assistance to any other Subscriber (including to the Subscriber's identity provider) investigating misuse by an End User.
- 2.3 Subscribers acknowledge that participation in the Federation does not itself grant them or any of their End Users automatic access to the resources and services of Service Providers, and that such access may be conditional upon each Subscriber or End User agreeing to appropriate terms with the relevant Service Provider governing that access. SGAF will not be responsible for, nor have any liability in respect of, the performance or otherwise of those terms and will not be required to resolve any disputes in relation to those terms.
- 2.4 The Subscriber acknowledges that SGAF may, without incurring any liability to the Subscriber and without prejudice to any other rights or remedies of SGAF, take such action or may require the Subscriber to take such action, as is necessary in the opinion of SGAF to protect the legitimate interests of other Subscribers or the reputation of the SingAREN Access Federation or SGAF or to ensure the efficient operation of the Federation.
- 2.5 The Subscriber may use the Federation logo in accordance with the Federation logo usage rules as determined and updated from time to time by the SGAF
- 2.6 The Subscriber grants SGAF the right to:
 - 2.6.1 Publish the Subscriber's name and information about services provided for the purpose of promoting the SingAREN Access Federation; and
 - 2.6.2 Publish and otherwise use and hold the Subscriber's Metadata for the purpose of administering the operation of the Federation.

3. RULES FOR SERVICE PROVIDERS

- 3.1 A Subscriber who receives the attributes of an End User via the Federation is acting as a Service Provider and must comply with the Additional Rules for Service Providers.

- 3.2 A Service Provider may appoint a contractor to undertake some or all of the activities required in the supply of the services of the Service Provider. In the event that a Service Provider appoints a contractor, the Service Provider must ensure that the contractor complies with these rules as if were itself a Service Provider. Each Service Provider nonetheless will continue to be responsible for the performance of its functions notwithstanding that those functions may have been assigned, sub-contracted or otherwise dealt with.
- 3.3 The Service Provider must not disclose to third parties any Attributes supplied by Identity Providers other than those where the relevant End User has given prior informed consent to such disclosure.
- 3.4 The Service Provider may only use the Attributes for the following purposes:
 - 3.4.1 Authorising access to the service for which the Attributes have been provided;
 - 3.4.2 Recording End User access, and retention of records, in order to facilitate traceability of End Users via an Identity Provider;
 - 3.4.3 Personalisation of a user interface;
 - 3.4.4 Providing End User support; and
 - 3.4.5 Generating aggregated anonymised usage statistics for service development and/or for other purposes agreed in writing from time to time with the Identity Provider.
- 3.5 Attributes may only be used by the service requested by the End User and only for the specified purposes. Service Providers that wish to use attributes in other ways should arrange this either by obtaining positive informed consent from each individual End User, or by contract with Identity Providers who are then responsible for informing their End Users.
- 3.6 The Service Provider acknowledges that it is responsible for management of Authorisation to its services and resources and AAF Inc. and Identity Providers will have no liability in respect thereof.

4. DATA PROTECTION AND PRIVACY

- 4.1 A Subscriber must, when acting in its capacity as a Subscriber of the SingAREN Access Federation, comply with any applicable legislation regarding data protection and privacy, including without limitation, the Singapore Personal Data Protection Act 2012.

5. DISCLAIMER AND LIMITATION OF LIABILITY

- 5.1 Unless agreed otherwise in writing between Subscribers, the Subscriber will have no liability to any other Subscriber solely by virtue of the Subscriber's participation in the SingAREN Access Federation. In particular, participation in the Federation alone does not create any enforceable rights or obligations directly between Subscribers.
- 5.2 Each Subscriber indemnifies SGAF, and shall keep SGAF indemnified, against any loss suffered, or liability incurred, by SGAF as a result of a claim made by an End User for which the Subscriber provided access to the SGAF framework to the extent that loss or liability arises as a direct result of the unlawful or negligent act or omission of that Subscriber. The indemnifying Subscriber will not be liable for any special, indirect or consequential loss or damage (including loss of data, loss of income or profit) which would not be recoverable if a claim for damages were made in tort or for breach of contract.
- 5.3 The Subscriber acknowledges and agrees that SGAF has no liability under these Rules or otherwise in respect of:
 - 5.3.1 Authentication of End Users (which is the responsibility of the relevant Identity Provider);
 - 5.3.2 Authorisation of End Users (which is the responsibility of the relevant Service Provider);
 - 5.3.3 The provision of resources and services by Service Providers;
 - 5.3.4 Errors or faults in the registration or publication of Metadata; and
 - 5.3.5 The fitness of Metadata and Attributes for any purpose save as may be otherwise expressly agreed in writing between SGAF. and the Subscriber.
- 5.4 The Subscriber acknowledges and agrees that, although SGAF may carry out certain auditing, monitoring and verification activities SGAF will not be obliged to carry out such activities and will have no liability to any Subscriber in respect of such activities.
- 5.5 Subject to clause 5.6, and to the maximum extent permitted by law, neither SGAF nor any other Subscriber will be responsible for any loss or damage of any kind suffered by a Subscriber or an End User arising out of their use of the SGAF system or any shared research or education resources or services.
- 5.6 The Subscriber may, in its absolute discretion, agree variations with any other Subscriber to the exclusions of liability contained in Section 5.5. Such variations will only apply between those Subscribers.
- 5.7 For the purposes of this Section 11, SGAF will be deemed to include SGAF's sub-contractors or agents.

6. TERMINATION

- 6.1 A Subscriber may voluntarily withdraw from the SingAREN Access Federation upon 20 Working Days' notice to SingAREN
- 6.2 SingAREN may dissolve the SingAREN Access Federation upon no less than 6 Months' notice to all Subscribers, or the end of the subscription period, whichever is the longer.
- 6.3 SGAF may terminate subscription with immediate effect by giving written notice to the Subscriber, without any compensation or damages due to the Subscriber, but without prejudice to any other rights or remedies which either the Subscriber or SGAF may have, if the Subscriber:
 - 6.3.1 Has a receiver, administrative receiver, administrator or other similar officer appointed over it or over any part of its undertaking or assets; or
 - 6.3.2 Becomes subject to an administration order or enters into any voluntary arrangement with its creditors or ceases or threatens to cease to carry on business; or
 - 6.3.3 Undergoes or is subject to any analogous acts or proceedings under any foreign law, including, but not limited to, bankruptcy proceedings Following cessation of the Subscriber's participation (under any circumstances):

7. CHANGES TO RULES

- 7.1 SGAF may, from time to time publish amendments to the Rules, which will become binding upon the Subscriber at the time provided for in the amendment. SGAF will make the latest version of these Rules available on the SingAREN website (www.singaren.net.sg). SGAF will also communicate changes to these Rules in writing to all Subscribers and, where practicable, will provide Subscribers with reasonable advance notice of the amendments to the Rules.

8. DISPUTE RESOLUTION

- 8.1 If any dispute arises between the parties arising from or relating to these Rules, SGAF or the Subscriber will refer the dispute to their respective representatives, whereupon the SGAF representative and the Subscriber representative will promptly discuss the dispute with a view to its resolution.
- 8.2 If any dispute cannot be resolved in accordance with Section 8.1 within 10 Working Days, the Subscriber or SGAF may require that the matter be referred for consultation between the Chief Executive/Vice Chancellor or equivalent of the Subscriber, or their authorised representative, and the President of SingAREN. In this event, both the Subscriber and SGAF will be represented by one or more delegates in consultations which will be held within 15 Working Days of the requirement.
- 8.3 If a dispute cannot be resolved under Sections 8.1 and 8.2, then the dispute may be referred by either party to the Executive Committee. The Executive Committee may seek expert advice if relevant. The decision of the Executive Committee will be final and binding upon the parties.

9. GENERAL

- 9.1 These Rules are governed by laws of Singapore which will have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with these Rules.
- 9.2 If any provision of these Rules is held to be unenforceable by any court of competent jurisdiction, all other provisions will nevertheless continue in full force and effect.
- 9.6 The Subscriber may not assign or otherwise transfer its subscription of the SingAREN Access Federation without the prior written consent of SGAF.

10. COPYRIGHT AND DISCLAIMER

- 10.1 A significant proportion of the material in this document has been adopted or modified from the Australian Access Federation and is used with the permission of the copyright owner.
- 10.2 Internet addresses such as URLs and email addresses listed in this document are for information purposes only. SGAF does not warrant the accuracy or currency of any information contained in or obtained from a Subscriber's use of these internet addresses. Nor does SGAF endorse any opinion, view or advice provided by any third party website referenced via hyperlink in these Rules.
- 10.3 The SingAREN cannot accept any responsibility for any loss or damage resulting from the use of the material contained herein.

II. INTERFEDERATION RULES

- II.1 In order to facilitate collaboration across national and organisational borders the Federation may participate in interfederation agreements. How the potential interfederation agreement is administratively and technologically reflected for certain technology is described in an appropriate technology profile.
- II.2 The Member understands and acknowledges that via those interfederation arrangements the Member may interact with organizations which are bound by and committed to foreign laws and federation policies. Those laws and policies may be different from the laws and policies in this Federation.