

NON-BINDING ENGLISH VERSION OF THE BELNET R&E
FEDERATION AGREEMENT. NOT TO BE SIGNED.



**AGREEMENT to join the BELNET R&E FEDERATION:
(Reference)***

BETWEEN: The Belgian Telematics Research Network, BELNET, Public Service with separate management, founded within the Federation Science Policy, Louizalaan 231, 1050 Brussels, hereinafter called "BELNET",

Represented by: Jan Torreele, acting Director

AND:
(full name of applying organization/company)

Domiciled in
(address).....

.....

VAT number.....

Represented by:(name)

..... (function)

Only to be completed by 'R&E' customers:

With the agreement (reference)*

.....
for the provision of internet services by BELNET

hereinafter called 'SERVICE PROVIDER'

*contract reference to be filled in by BELNET

DEFINITIONS

In this Agreement the concepts below are defined as follows:

- | | |
|------------------|---|
| Authentication | Verification of the end user's identity. |
| Authorisation | Granting to an end user access to a service. |
| Attributes | User references (e.g.: affiliate, surname, first name, e-mail). |
| Service provider | The party within the federation authorized to provide services to the end users of the identity provider. |

Identity provider	The party within the federation authorised to manage and keep the identity data of his users.
Client	The institutes who have signed an agreement for the provision of internet services of BELNET in the category 'Research and Education'.

THE FOLLOWING HAS BEEN AGREED UPON BY BOTH PARTIES:

Article 1 Object

This agreement contains the conditions with regard to the use of the services of the BELNET R&E FEDERATION.

The BELNET R&E FEDERATION is a service of BELNET which mutually links the affiliated organisations and service providers on the basis of a common structure, for the exchange of data in connection with the authorisation and authentication of users in a confidential environment. The technical minimum requirements for being able to be affiliated to the infrastructure of the BELNET R&E FEDERATION have been described in the technical document (Technical Policy) in appendix 2.

Article 2 Role and obligations of BELNET

2.1. Role of BELNET

BELNET provides and maintains the central infrastructure which enables indirect authentication, authorisation and federation.

The BELNET R&E FEDERATION enables end users of the affiliated organisation to authenticate themselves within the BELNET R&E FEDERATION. For access to the service providers, the end user does not need to remember additional or specific user names or passwords anymore. As long as he/she is a user of an affiliated organisation, he/she may apply via the federative connection and use services on the basis of his/her status within the organisation.

2.2. Obligations of BELNET

As provider of the federative service, BELNET commits herself to:

1. provide the central infrastructure, as described in the Technical Policy;
2. fulfil an effort obligation concerning the properly functioning of the federative service;
3. properly maintain the federative service;
4. inform all parties in time, in case of adaptations and upgrades of the federative service;

5. carry out the repairs as quickly as possible in case of temporary breakdown or possible malfunctioning of the central infrastructure;
6. notify in time by e-mail all parties of adaptations to the Technical Policy and to publish these on the website of BELNET concerned;
7. put the service provision on hold, with regard to a party which does not comply with the contractual obligations;
8. terminate the agreement with regard to a party, which does not comply with an essential contractual obligation;
9. comply with the legislation on protection of personal data.

ARTICLE 3 Role and obligations of the IDENTITY PROVIDER

Only CLIENTS of BELNET who have signed an agreement for the provision of internet services in the category 'Research and Education' may accede to the BELNET R&E FEDERATION as IDENTITY PROVIDER.

If there is no agreement anymore between the IDENTITY PROVIDER and BELNET for the provision of an internet service, then automatically every role of the IDENTITY PROVIDER will be removed from the system.

3.1. Role of the IDENTITY PROVIDER

The IDENTITY PROVIDER manages the user's identities of his institute. The IDENTITY PROVIDER is not only responsible for establishing a person's identity, but also for the user's attributes. The IDENTITY PROVIDER is the actor who executes the authentication and verifies the identity.

3.2. Obligations of the IDENTITY PROVIDER

The IDENTITY PROVIDER commits herself to:

1. sign the document in which the authorised person is designated for the execution of her role as IDENTITY PROVIDER (see appendix 1);
2. inform BELNET immediately, and in writing, of every alteration with regard to the information provided in appendix 1;
3. accept the technical minimum requirements in the Technical Policy of BELNET, as included in appendix 2 with this agreement. BELNET reserves the right to alter the technical minimum requirements in the Technical Policy at any time. The alterations will be published on the website of BELNET concerned and will automatically come into effect two months after their notification via e-mail by BELNET;
4. obtain the end user's unambiguous permission to process his/her personal data and to exchange these with service providers of the BELNET R&E FEDERATION and such exclusively within the framework of the service provision within the BELNET R&E FEDERATION;

5. keep the data of the attributes concerning the end users complete and up to date;
6. guarantee the safe proceeding of the exchange of data;
7. to allow audits by BELNET t;
8. to safeguard BELNET against claims which are filed by other members of the BELNET R&E FEDERATION or third parties, or against disputes which are taken up by other members of the BELNET t R&E FEDERATION or third parties with regard to this Agreement.

Article 4 Role and obligations of the SERVICE PROVIDER

4.1. Role of the SERVICE PROVIDER

The SERVICE PROVIDER provides services to users of the affiliated organisations, as described in appendix 3. Thanks to the federative service, it is not necessary that the service providers still store or manage the identity data, which have been forwarded by the IDENTITY PROVIDERS.

4.2. Obligations of the SERVICE PROVIDER

The SERVICE PROVIDER commits herself to:

1. sign the document in which he designates the authorised persons for the execution of her role as SERVICE PROVIDER (see appendix 1);
2. accept the technical minimum requirements in the Technical Policy of BELNET, as included in appendix 2 of this agreement. BELNET reserves the right to alter the technical minimum requirements in the Technical Policy at any time. The alterations will be mentioned on the website of BELNET concerned and will automatically come into effect two months after their notification via e-mail by BELNET;
3. respect the intellectual rights (including the copyrights, neighbouring rights, databank right, trademark right, drawing and model right, ...) and rights of third parties (amongst others the right of respect and protection of privacy, the publishing rights of the creators of personal likenesses, slander and libel, ...) applicable to the services;
4. safeguard BELNET against claims filed by other members of the BELNET R&E FEDERATION or third parties, or against disputes which are taken up by other members of the BELNET R&E FEDERATION or third parties with regard to this Agreement.

4.3 BELNET support

I. For any sales or contractual question, the SERVICE PROVIDER can contact BELNET's Customer Relations Department via e-mail servicedesk@belnet.be or by telephone 00 32 (0) 2/790.33.00. This department can only be contacted during office hours (from 9 AM to 5 PM).

II. For any technical-related question concerning the SERVICE or any technical incident (complete breakdown or serious deterioration in the quality of the SERVICE), the SERVICE PROVIDER's mandated contact persons for this service, mentioned in annex 1 of this agreement, can contact BELNET's Service desk via e-mail servicedesk@belnet.be during office hours or by telephone 00 32 (0) 2/790.33.00 24 hours a day, 7 days a week.

Article 5 Confidentiality

The parties commit themselves to treat information, which is presented to them within the framework of the federative service, with the necessary discretion.

The parties commit themselves, both during and after the execution of the assignment, to keep under cover all confidential information, of whatever nature, which would be provided to them, or with which they would become acquainted within the framework of this federative service.

No single data may be used for any other purpose than indicated in this agreement.

Article 6 Protection of personal data

The parties commit themselves to execute the processing of the personal data needed for the working of this federation, in compliance with the law of December 8th 1992 for the protection of privacy (in relation to the processing of personal data), and as altered by later and future legislation.

Article 7 Non-transferability

None of the parties may transfer his/her rights or obligations from this agreement or further agreements, which might result from that, wholly or partly without the other party's prior written agreement.

Article 8 Duration and coming into force

The agreement is valid for an indefinite duration and comes into force on the date of signing by both parties.

Article 9 Force majeure

None of the parties will be responsible for the delay or shortcoming in the execution of the commitments of this agreement, if such a delay or shortcoming is caused by force majeure. Force majeure points to all occurrences which are independent of the will of the parties, such as e.g. strike, war, revolt or destruction of the machines.

Article 10 Cancellation and termination

Both parties may cancel this agreement at all times, subject to at least three months' notice, which is served to the other party by means of a registered letter. The period of notice commences on the 1st day of the month following the month in which the registered letter was sent.

Article 11 Applicable law and competent court

The Belgian law applies to disputes with regard to the compliance with the provisions of this agreement. The courts of Brussels are competent.

APPENDICES:

- 1. Document concerning the persons authorised by the SERVICE PROVIDER
- 2. Document concerning the description of the provided services
- 3. BELNET R&E Federation Technical Policy

The appendices constitute an integral part of this agreement and must – initialled per page – be mailed together with this signed agreement in duplicate, after which 1 copy will be signed and returned by BELNET.

Drawn up and signed in Brussels, on..... (date)

FOR BELNET

Jan Torreele
acting Director

**FOR THE SERVICE
PROVIDER**

(name)
(function)

APPENDIX 1: Document concerning the designation by the SERVICE PROVIDER of the R&E Federation authorised users

.....<acceding party)>,
domiciled in.....
.....<address>
represented by.....<name>,
designates the following persons as authorised users (minimum 2)

(1) Name:.....
E-mail:
Telephone:.....
(2) Name:.....
E-mail:
Telephone:.....
(3) Name:.....
e-mail:
Telephone:.....
(4) Name:.....
E-mail:
Telephone:.....
(5) Name:.....
E-mail:
Telephone:.....

In order to perform on his/her behalf, all acts which are necessary to fulfil the role of SERVICE PROVIDER within the framework of the R&E Federation.

The SERVICE PROVIDER is obliged to:

Louizalaan 231 Avenue Louise T: +32 2 790 33 00
Brussel 1050 Bruxelles F: +32 2 790 33 34
BTW/TVA: BE0875 396 690 www.Belnet.be

1. inform the authorised persons of the conditions of the BELNET R&E FEDERATION, as they have been mentioned in this agreement, including the Technical Policy and to impose on them to actually comply with these conditions;
2. inform BELNET immediately in writing of every alteration in this document.

As noncompliance with the two aforementioned obligations of the SERVICE PROVIDER, may jeopardize BELNET's liability in case of faults, negligibility or other forms of noncompliance by the authorised persons, the SERVICE PROVIDER safeguards BELNET against complaints resulting from this.

BELNET commits herself to comply with the legislation concerning the protection of personal data and to only use the obtained information for the provision, maintenance and functioning of the BELNET R&E FEDERATION.

Signed as correct, on(date)

FOR BELNET

FOR THE SERVICE PROVIDER

Jan Torreele
acting Director

(name)
(function)

APPENDIX 2: Document concerning the provided services

ONLY TO BE COMPLETED BY SERVICE PROVIDERS

.....<company>;
domiciled in
.....
.....<address>
represented by.....<name>

Specification of the services which will be provided by the SERVICE PROVIDER within the framework of the BELNET "R&E" Federation

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Signed as correct, on

FOR BELNET

Jan Torreele
acting Director

**FOR THE SERVICE
PROVIDER**

(name)
(function)

SPECIMEN

APPENDIX 3: BELNET R&E Federation Technical Policy

The current version of the technical policy is herewith attached. You can always find the most recent version on the web page <https://federation.belnet.be> or request it via servicedesk@belnet.be. Upon publication of each new version on the mentioned web page the previous version of the Technical Policy immediately expires.

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