

Belnet R&E Federation

Policy

Version	Date	
0.1	09/11/2011	First version extracted from the contract
0.2	10/11/2011	Reviewed version

0. Definitions

In this policy 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, firstname, 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'.

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).

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.

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;
2. inform Belnet immediately, and in writing, of every alteration with regard to the information provided in 1;
3. accept the technical minimum requirements in the Technical Policy of Belnet. Belnet reserves the right to alter the technical minimum requirements in the Technical Policy at any time. The alterations will be published on the concerned website of Belnet and will 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;
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 R&E Federation* or third parties with regard to this Policy.

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. 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;
2. accept the technical minimum requirements in the Technical Policy of Belnet. Belnet reserves the right to alter the technical minimum requirements in the Technical Policy at any time. The alterations will be mentioned on the concerned website of Belnet and will 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 Policy.

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.

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.

7. Nontransferability

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.

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.

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.

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.

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.