

# UK Access Management Federation for Education and Research

# **Rules of Membership**

Effective from 1 January 2022

Version 2.5 HM/UKAMF/DOC/002

#### UK Access Management Federation for Education and Research Rules of Membership (Rules)

#### Introduction

The purpose of the Federation is to create a framework within which Members can exchange access management information in a way that is responsible and respects End User privacy.

The framework is created by each Member agreeing to be bound by these Rules which set out an agreed set of rules for exchanging information about End Users and resources, to enable access to and use of resources and services.

Responsibility for the provision of the Federation is shared jointly between the Funding Councils who exercise this responsibility through the Federation Operator for the UK Access Management Federation for Education and Research. The Federation Operator is ultimately responsible for maintaining effective governance of the Federation. It discharges this responsibility by defining the policies governing membership of the Federation and for the responsibilities that Federation membership entails.

Management of the Federation has been delegated to Jisc by these bodies.

#### 1. Definitions

Attribute	means End User data required by the Service Provider for access control decisions;
Charging Daliau	,
Charging Policy	means the charging policy as set out at:
	https://www.ukfederation.org.uk/content/Documents/Membershipch
_	argepolicy;
Data	means Attributes and Metadata;
Data Protection	means (a) any law, statute, declaration, decree, directive,
Legislation	legislative enactment, order, ordinance, regulation, rule or other binding restriction which relates to the protection of individuals with regards to the Processing of Personal Data to which a Party is subject for the purposes of this Agreement, including the Data Protection Act 2018 and the General Data Protection Regulation 2016/679 ( <b>EU GDPR</b> ) as each is amended in accordance with the Data Protection, Privacy and Electronic Communications
	(Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586) and incorporated into UK law under the UK European Union (Withdrawal) Act 2018, as amended to be referred to as <b>DPA 2018</b> and the <b>UK GDPR</b> respectively; and (b) any code of practice or guidance published by the Information Commissioner's Office or European Data Protection Board from time to time;
End User	means any user of a Service Provider's resources or services made available under the framework of the Federation;
End User	means any Member who is responsible for the Attributes provided
Organisation	for End Users; the System that issues those Attributes to the Federation may be operated by a third party identity provider acting as agent of the End User Organisation;
Federation	means the UK Access Management Federation for Education and Research;
Federation Operator	means Jisc;
Federation	means the "Federation Operator Procedures" document located at
Operator	http://www.ukfederation.org.uk/operator-procedures.pdf as may be
Procedures	updated by the Federation Operator from time to time;
Funding Councils	means the Office for Students, the Education and Skills Funding

#### **1.1.** In these Rules:

	Agency, the Scottish Funding Council, the Higher Education
	Funding Council for Wales, the Department for Education Lifelong
	Learning and Skills and the Department of Employment and
	Learning Northern Ireland or their successors and any other bodies
	which elect to participate in the funding of the Federation;
Good Practice	means good practice for the authentication and authorisation of
	users of on-line resources and services, as generally accepted
	within the IT industry from time to time;
Jisc	means Jisc Services Limited;
Member	means any organisation, institution or individual who has enrolled in
	the Federation;
Metadata	means technical and administrative data related to the Member as
	described in the Technical Specifications;
Order Form	means a membership order form issued to the Member setting out
	the applicable membership charges and associated payment terms;
Processor	has the meaning given to it in the UK GDPR;
	5.5
Recommendations	means the "Recommendations for use of Personal Data" document
for use of	located at
Personal Data	
	http://www.ukfederation.org.uk/use-of- personal-data.pdf
	as may be updated by the Federation Operator from time to time;
Rules	means these rules as updated from time to time by the Federation
	Operator pursuant to Section 11;
Service Provider	means any Member who grants access to End Users to services or
	resources made available by that Member;
System	means the Member's hardware, software and any other IT asset
	which is used to process the Data;
Technical	means the "Technical Recommendations for Participants"
Specifications	document located at http://www.ukfederation.org.uk/technical-
-	recommendations.pdf and the "Federation Technical Specification"
	document located at http://www.ukfederation.org.uk/technical-
	specifications.pdf, each as may be updated by the Federation
	Operator from time to time; and

**1.2.** In the event of any conflict or inconsistency between this document and any of the Federation Operator Procedures, Technical Specifications and Recommendations for use of Personal Data, then this document will prevail.

# 2. Membership

- **2.1.** Eligibility for membership and the enrolment process is set out in the Federation Operator Procedures.
- **2.2.** Membership of the Federation is conditional upon the Member accepting and abiding by these Rules and the Member acknowledges that these Rules are binding upon and enforceable against the Member by the Federation Operator.
- **2.3.** In accordance with the Charging Policy, and unless certain exemptions apply, Members who have Service Provider entities registered in the Federation may be required to pay a membership charge as requested by the Federation Operation.
- **2.4.** Where such exemption does not apply the Federation Operator will issue the Member with an Order Form. If the Member is unwilling to pay the charges as set out in the Order Form, it will withdraw from the Federation in accordance with Section 9.1.
- **2.5.** The Member acknowledges that membership of the Federation does not itself grant it or its End Users automatic access to the resources of other Members, and that such

access is conditional upon each Member agreeing appropriate terms with the relevant Service Provider governing that access. The Federation Operator 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. *[see note 1]* 

- **2.6.** The Member acknowledges that the Federation Operator may, without incurring any liability to the Member and without prejudice to any other rights or remedies of the Federation Operator, take such action or may require the Member to take such action, as is necessary in the opinion of the Federation Operator to protect the legitimate interests of other Members or the reputation of the Federation or the Federation Operator or to ensure the efficient operation of the Federation.
- **2.7.** The Federation Operator will provide support to Members as detailed in the Federation Operator Procedures.

## 3. Rules which apply to all Members

- **3.1.** The Member warrants and undertakes that:
  - **3.1.1.** all and any Data, when provided to the Federation Operator or another Member (as the case may be), are accurate and up-to-date and any changes to Metadata are promptly provided to the Federation Operator;
  - **3.1.2.** it will use its reasonable endeavours to comply with the Technical Specifications;
  - **3.1.3.** it will observe Good Practice in relation to the configuration, operation and security of the System;
  - **3.1.4.** it will observe Good Practice in relation to the exchange and processing of any Data and in the obtaining and management of the DNS names, digital certificates and private keys used by the System;
  - **3.1.5.** it holds and will continue to hold all necessary licences, authorisations and permissions required to meet its obligations under these Rules.
- **3.2.** The Member will not act in any manner which damages or is likely to damage or otherwise adversely affect the reputation of the Federation.
- **3.3.** The Member may use the Federation logo in accordance with the Federation logo usage rules located at <u>http://www.ukfederation.org.uk/WebsiteInfo</u> (as may be updated by the Federation Operator from time to time).
- **3.4.** The Member grants the Federation Operator the right:
  - **3.4.1.** to publish and otherwise use and hold the Metadata for the purpose of administering the operation of the Federation;
  - **3.4.2.** to publish the Member's name for the purpose of promoting the Federation.
- **3.5.** The Member must give reasonable assistance to any other Member investigating misuse. In particular, if the Member uses outsourced identity providers, it must cooperate with the identity provider to investigate and take action in respect of such misuse.

# 4. Rules applying to Service Providers

**4.1.** The Service Provider must not disclose to third parties any Attributes supplied by End User Organisations other than to any Processor of the Service Provider (subject always to Section 5.1) or where the relevant End User has given its prior informed consent to

#### such disclosure. [see note 2]

- **4.2.** The Service Provider will only use the Attributes for the following purposes:
  - **4.2.1.** making service access control or presentation decisions and only in respect of the service for which the Attributes have been provided;
  - **4.2.2.** generating aggregated anonymised usage statistics for service development and/or for other purposes agreed in writing from time to time with the End User Organisation.
- **4.3.** The Service Provider acknowledges that it is responsible for management of access rights to its services or resources and the Federation Operator will have no liability in respect thereof.

## 5. Data Protection and Privacy

- **5.1.** The Member must, when acting in its capacity as a Member of the Federation, comply with any applicable legislation in relation to data protection and privacy, including without limitation, the Data Protection Legislation.
- 5.2. The Member must use its reasonable endeavours to comply with the Recommendations for Use of Personal Data: https://www.ukfederation.org.uk/library/uploads/Documents/recommendations-foruse-of-personal-data.pdf.

# 6. Rules applying to End User Organisations that offer user accountability

- **6.1.** Where End User Organisations have the technical and organisational means to match use of services provided by Service Providers to individual End Users, then the End User Organisation may either upon enrolment or at any time thereafter, declare this to the Federation Operator which will then publish this declaration in the Metadata. Once the End User Organisation has made this declaration, it must comply with the provisions of this Section 6 in respect of those Systems and End Users covered by the declaration. The End User Organisation acknowledges that where it is unable or unwilling to make this declaration this may affect access for End Users to Service Providers' services or resources. **[see note 3]**
- **6.2.** The End User Organisation must have a documented process for issuing credentials that may give access to Service Providers' services or resources. This documentation must be made available on request to Service Providers to whom the End User Organisation is, or is planning to, provide access management information.
- **6.3.** The End User Organisation must use reasonable endeavours to provide those End Users in respect of whom the End User Organisation provides Attributes with appropriate information on how to use their credentials safely and securely.
- **6.4.** The End User Organisation must ensure that accurate information is provided about such End Users. In particular:
  - **6.4.1.** credentials of End Users who are no longer members of the organisation must be revoked promptly, or at least no Attributes must be asserted for such End Users to the Federation;
  - **6.4.2.** where unique persistent Attributes (e.g. eduPersonTargetedID or eduPersonPrincipalName) are associated with an End User, the End User Organisation must ensure that these Attribute values are not re-issued to another End User for at least 24 months after the last possible use by the previous End User;
  - 6.4.3. where an End User's status, or any other information described by

Attributes, changes, the relevant Attributes must be also changed as soon as possible.

- **6.5.** The End User Organisation must ensure that sufficient logging information is retained to be able to associate a particular End User with a given session that it has authenticated. This information must be kept for a minimum of three months to enable misuse to be investigated but no longer than six months or such other period agreed with the Service Provider, subject always to compliance with the Data Protection Legislation.
- **6.6.** The End User Organisation will be responsible for the acts or omissions of any End User they authenticate and they must ensure that complaints about those End Users are dealt with promptly and effectively.
- **6.7.** When using services or resources provided by Service Providers, the End User Organisation must ensure that End Users abide by the licences or other agreements in relation to those services or resources, as well as rules and policies set by their own organisation, by any Identity Provider that makes statements about them (if different from the End User's own organisation), and by the network(s) they use to access those services or resources. If an End User is subject to conflicting policies then the more restrictive policy will apply.

#### 7. Disclaimer and Limitation of Liability

- **7.1.** Unless agreed otherwise in writing between Members, the Member will have no liability to any other Member solely by virtue of the Member's membership of the Federation. In particular, membership of the Federation alone does not create any enforceable rights or obligations directly between Members.
- **7.2.** The Member, if an End User Organisation, must ensure that each of its End Users waives any claims of whatever nature, to the extent permitted by applicable law, against the Federation Operator or other Members related in any way to the authentication and authorisation framework created by the Federation.
- **7.3.** The Member acknowledges and agrees that the Federation Operator has no liability under these Rules or otherwise in respect of:
  - **7.3.1.** authentication of End Users (which is the responsibility of the relevant End User Organisation);
  - **7.3.2.** authorisation of End Users (which is the responsibility of the relevant Service Provider);
  - **7.3.3.** the provision of resources or services by Service Providers;
  - **7.3.4.** errors or faults in the registration or publication of Metadata;

save as may be otherwise expressly agreed in writing between the Federation Operator and the Member.

- **7.4.** The Member acknowledges and agrees that, although the Federation Operator may carry out certain auditing, monitoring and verification activities in respect of Members, as set out in the Federation Operator Procedures and pursuant to Section 8.1, the Federation Operator will not be obliged to carry out such activities and will have no liability to any Member in respect of such activities.
- **7.5.** Subject to Sections 7.6 and 7.7, the Federation Operator and the Member exclude all liability (whether in contract, tort (including negligence or breach of statutory duty) or otherwise) to the fullest extent permitted by law. Without prejudice to the foregoing, neither the Federation Operator nor, subject to Section 7.6, the Member, will be liable in any circumstances, whether in contract, tort (including negligence or breach of statutory duty) or otherwise for:

- **7.5.1.** loss of profits or revenue, loss of savings, loss of use or opportunity, loss of business, loss or spoiling of data, loss of contracts, lost or wasted management or employee time or any increased costs or expenses, in each case whether direct or indirect;
- **7.5.2.** any special, indirect or consequential damage of whatever nature that does not flow directly or naturally from the breach or tort in question, that results from any intervening cause.

even if in all cases the party had been advised of, or knew of, the likelihood of that loss or type of loss arising.

- **7.6.** The Member may, in its absolute discretion, agree variations with any other Member of the Federation to the exclusions of liability contained in Section 7.5. Such variations will only apply between those Members.
- **7.7.** Nothing in these Rules will operate to exclude or limit liability for death or personal injury caused by the negligence of employees of the Member or the Federation Operator (as the case may be), or for fraud.
- **7.8.** For the purposes of this Section 7, "Federation Operator" will be deemed to include any of the Federation Operator's sub-contractors or agents.

## 8. Audit and Compliance

- 8.1. The Member acknowledges and agrees that the Federation Operator will, on reasonable notice to the Member, have the right to audit the System and the Member's processes and documentation to verify that the Member is complying with these Rules. The Member shall co-operate with and provide such assistance as reasonably required by the Federation Operator in connection with such audit. *[see note 4]*
- **8.2.** Whether pursuant to an audit or otherwise, if the Federation Operator has reasonable grounds for believing that the Member is not complying with these Rules (including but not limited to the non payment of applicable charges), then the Federation Operator may notify the Member of such non-compliance in sufficient detail to allow the Member to take appropriate remedial action. Following receipt of such notice, the Member must promptly and in any event within 30 days of such notice, remedy the non-compliance. If the Member has not remedied the non- compliance to the Federation Operator's reasonable satisfaction within 30 days of the notice, then the Federation Operator may terminate the Member's membership of the Federation.

# 9. Termination

- **9.1.** The Member may withdraw from the Federation at any time by giving one months' written notice to the Federation Operator.
- **9.2.** Upon a withdrawal from the Federation by the Member in accordance with Section 9.1, no refund of any membership charge will be payable by the Federation Operator to the Member, unless this is agreed in writing by the Federation Operator prior to such withdrawal. Any refunds will be made at the discretion of the Federation Operator and on a pro-rata basis.
- **9.3.** The Federation Operator may dissolve the Federation upon no less than 3 months' notice to all Members if:
  - **9.3.1.** the Funding Councils notify the Federation Operator of termination of the Funding Memorandum between the Funding Councils and the Federation Operator, or the Funding Councils' intention to withdraw funding for the Federation Operator or the Federation;

- **9.3.2.** the Funding Councils notifies the Federation Operator that the Federation is to be closed-down.
- **9.4.** Where the Federation Operator dissolves the Federation in accordance with Section 9.2 the Federation Operator will refund any payments of membership charges that have been made by the Member which extend beyond the date on which the Federation ceases to be provided.
- **9.5.** Without affecting any other right or remedy available to it, the Federation Operator may terminate the Member's membership of the Federation with immediate effect by giving written notice to the Member if:
  - **9.5.1.** the Member fails to pay any amount due as set out in a signed Order Form on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
  - **9.5.2.** the Member commits a material breach of these Rules which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 2 weeks after being notified by Jisc in writing to do so;
  - **9.5.3.** the Member repeatedly breaches any of these Rules in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to these Rules;
  - **9.5.4.** the Member has a receiver, administrative receiver, administrator or other similar officer appointed over it or over any part of its undertaking or assets or passes a resolution for winding up (other than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order or enters into any voluntary arrangement with its creditors or ceases or threatens to cease to carry on business or is unable to pay its debts or is deemed by section 123 of the Insolvency Act 1986 to pay its debts, or undergoes or is subject to any analogous acts or proceedings under any foreign law, including but not limited to, bankruptcy proceedings; or
  - **9.5.5.** any warranty given by the Member in this agreement is found to be untrue or misleading.
- **9.6.** If the Funding Councils revokes the delegation to the Federation Operator of the management of the Federation and appoints another body to take over such management, then the Member's membership of the Federation will, unless notified otherwise by the Federator Operator, continue unaffected and these Rules will be enforceable by such successor body against the Member.
- **9.7.** Unless otherwise agreed by the Federation Operator is writing, the Member will not be entitled to any refund or payment of any compensation or damages upon cessation of membership in accordance with Sections 8.2, 9.1 and 9.5.

## 10. Consequences of Cessation of Membership

- **10.1.** Following cessation of the Member's membership (under any circumstances):
  - **10.1.1.** the Federation Operator will cease to publish the Member's Metadata and will inform the remaining Members that the organisation is no longer a Member;
  - **10.1.2.** the organisation, institution or individual (as the case may be) will, at its own cost:
    - **a.** cease to hold itself out as being a Member and will inform its End Users that its membership has ceased;

**b.** remove the Federation logo from all of its materials.

# 11. Changes to Rules and Charging Policy

- **11.1.** The Federation Operator will make the latest version of these Rules and the Charging Policy available on the UK Federation website <u>http://www.ukfederation.org.uk</u>.
- **11.2.** The Federation Operator will notify the Members of any changes to these Rules or to the Charging Policy, in writing prior to publishing.
- **11.3.** Any such changes to these Rules or to the Charging Policy will become binding upon the Member one (1) month after being published.
- **11.4.** Where the Member is unwilling to be bound by the revised Rules and/or Charging Policy, it may withdraw from the Federation in accordance with Section 9.1.

# 12. Dispute Resolution

- **12.1.** If any dispute arises between the parties arising from or relating to these Rules, the Federation Operator or the Member will refer the dispute to their respective representatives, whereupon the Federation Operator representative and the Member representative will promptly discuss the dispute with a view to its resolution.
- **12.2.** If any dispute cannot be resolved in accordance with Section 12.1 within 2 weeks, the Member or the Federation Operator may require that the matter be referred for consultation between the Chief Executive or equivalent of the Member, or their authorised representative, and the Chief Executive of the Federation Operator. In this event, both the Member and the Federation Operator will be represented by one or more members of their respective Boards in consultations which will be held within 3 weeks of the requirement.
- **12.3.** With respect to any dispute concerning compliance by the Member with these Rules (a **Compliance Dispute**), if such dispute cannot be resolved under Sections 12.1 and 12.2 then the dispute will be referred by either party to a person agreed by the parties, and in the absence of such agreement within 1 week of notice from either party calling on the other so to agree, to a person chosen on the application of either party by the British Computer Society. Such person (**the Expert**) will be appointed to act as an expert and not as an arbitrator. The costs of such expert will be borne equally by the parties unless such expert decides one party has acted unreasonably in which case he will have discretion as to costs.
- **12.4.** In all cases the terms of appointment of the Expert by whomsoever appointed will include:
  - **12.4.1.** a commitment by the parties to supply to the Expert all such assistance, documents and information as he may reasonably require for the purpose of his determination;
  - **12.4.2.** a requirement on the Expert to act fairly as between the parties and according to the principles of natural justice;
  - **12.4.3.** a requirement on the Expert to hold professional indemnity insurance both then and for 3 years following the date of his determination; and
  - **12.4.4.** a requirement to give a decision as soon as reasonably practicable and in any event within 4 weeks of the Expert's appointment.
- **12.5.** The Expert's decision will be final and binding on the parties. The parties expressly acknowledge and agree that they do not intend the reference to the Expert to constitute an arbitration, that the Expert's decision is not a quasi judicial procedure and that the parties will have no right of appeal against the Expert's decision, provided always that this will not be construed as waiving any rights the parties might have against the Expert

for breaching his terms of appointment or otherwise being negligent.

- **12.6.** With respect to any dispute other than one concerning compliance by the Member with these Rules (such as, but without limitation, a dispute involving the policies of the Federation) (a **Policy Dispute**), then if such dispute cannot be resolved under Sections 12.1 or 12.2, then the dispute may be referred by either party to Jisc. The decision of Jisc will be final and binding upon the parties.
- **12.7.** Where it is not clear whether a dispute is a Compliance Dispute or a Policy Dispute, the Federation Operator will decide, following consultation with the Member. The Federation Operator's decision will be final.

#### 13. General

- **13.1.** These Rules are governed by laws of England and Wales and the English Courts will have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with these Rules.
- **13.2.** 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.
- **13.3.** All notices which are required to be given under these Rules must be in writing and sent, in respect of the Federation Operator, to Jisc, 4 Portwall Lane, Bristol, BS1 6NB and copied to <a href="mailto:legal@jisc.ac.uk">legal@jisc.ac.uk</a> and, in respect of the Member, to the address of its principal office, or in either case, to any other address in the United Kingdom which the recipient may designate by notice given in accordance with the provisions of this Section.
- **13.4.** Except where otherwise stipulated in these Rules, any notice may be delivered by first class prepaid letter or by facsimile transmission. Notice will be deemed to have been served:
  - **13.4.1.** if by first class post, 48 hours after posting;
  - **13.4.2.** if by email, when the email reaches the recipient's server, provided that the sender is able to verify that the email reached the recipient's servers without error.

Notification of termination of membership under Sections 8 and 9 may only be given by first class post or email transmission.

- **13.5.** Other than those third parties identified in Section 7.8, the Member agrees that no third party is entitled to the benefit of these Rules under the Contracts (Rights of Third Parties) Act 1999, or otherwise. No right of either the Member or the Federation Operator to agree any amendment, variation, waiver or settlement under or arising in respect of these Rules, or to terminate these Rules, will be subject to the consent of any person who has rights or can benefit under these Rules by virtue of that Act.
- **13.6.** These Rules and all the documents referred to in them supersede all other agreements, arrangements and understandings between the parties in respect of their subject matter, and constitute the entire agreement between them relating to their subject matter. For clarity, the Explanatory Notes contained at the end of these Rules are designed to provide background and explanation to the relevant Rule. They are not themselves incorporated into these Rules.
- **13.7.** The Member may not assign or otherwise transfer its membership of the Federation without the prior written consent of the Federation Operator.

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# **Explanatory Notes**

6.1]

Please note that these notes are for background only and do not themselves form part of the Rules.

- 1. Note that presence in the metadata file published by the Federation Operator is separate from membership. Entities operated by non-Members may be listed in the metadata file where this is of benefit to the Federation and its Members. [referenced from Section 2.5]
- 2. The basic Rule is that attributes may only be used by the service requested by the user and only for the specified purposes. Service Providers that wish to use attributes in other ways (for example to provide direct user support) can arrange this either by obtaining positive informed consent from each individual End User (4.1), or by contract with Identity Providers (4.2.2 who are then responsible for informing their End Users. [referenced from Section 4]
- 3. This optional section contains a number of rules relating to the ability to distinguish individual End Users, either to store their preferences from one session to the next, or to hold them accountable for any misuse of a resource. The requirements of the section are similar to those contained in the Jisc model licences and the Jisc Collections Terms and Conditions. It is expected that many Service Providers will find it useful or essential for Identity Providers to satisfy these requirements: for example rule 6.4.2– that if persistent identifiers (such as usernames) are reused there must be at least a two year gap between different users having the same identifier allows service providers to manage their own systems to prevent information stored by one user being disclosed to another. Identity Provider entities indicated by their owners as satisfying all this section's rules are marked by a label in the Federation metadata. A member may use different identity provider entities if it wishes to assert accountability for some users, but not all. [referenced from Section
- 4. It is anticipated that audits will be used to check a Member's systems, processes or documentation if there is concern about a Member's compliance with the Rules so that problems can be investigated and resolved without the need to invoke the formal termination process. [referenced from Section 8.1]