

INFLIBNET Access Management Federation

Rules of Membership

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Version 1.0

INFED: Rules of Membership

Introduction

The purpose of the INFLIBNET Access Management 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 so as to enable access to and use of resources and services. Responsibility for the provision of the Federation is shared amongst the University Grants Commission and MHRD, Government of India, represented by the INFLIBNET Centre, member universities and colleges.

The INFLIBNET Centre exercises this responsibility through the Access Management Committee of the UGC-INFONET Digital Library Consortium. The Access Management Committee 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 the INFLIBNET Centre by these bodies.

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

1.0 Definitions

Access Management Committee: A sub-committee of the National Steering Committee (NSC) of UGC-INFONET Digital Library Consortium and N-LIST consisting of selected representatives of the NSC;

Attribute: End User data required by the Service Provider for access control decisions;

Data: Attributes and Metadata;

End User: Any user of a Service Provider's resources or services made available under the framework of the Federation;

End User Organisation: Any Member who is responsible for the Attributes provided 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: INFLIBNET Access Management Federation;

Federation Operator: The INFLIBNET Centre, Gujarat, India.

Federation Operator Procedures: “Federation Operator Procedures” document located at http://parichay.inflibnet.ac.in/documents/operator_procedures.pdf as may be updated by the Federation Operator from time to time;

Good Practice: 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;

Member: any organisation, institution, service provider or individual who has enrolled in the Federation;

Metadata: technical and administrative data related to the Member as described in the Technical Specifications;

Recommendations of the Use of Personal Data: Refers to document entitled “Recommendations for use of Personal Data” located at http://parichay.inflibnet.ac.in/documents/use_of_personal_data.pdf , as may be updated by the Federation Operator from time to time;

Rules: These rules as updated from time-to-time by the Federation Operator pursuant to Section 11;

Service Provider: any Member who grants access to End Users to services or resources made available by that Member;

System: the Member’s hardware, software and any other IT asset which is used to process the Data;

Working Day: Any day of the week, other than Saturday, Sunday, National holidays and any public holiday declared by the Central Government of India.

2.0 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. The Member agree 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
- 2.4. 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.

- 2.5. The Member acknowledges that the Federation Operator may introduce charges to cover its costs in administering the Federation. Such charges will only be introduced following consultation with the Access Management Committee and the National Steering Committee (NSC) of the UGC-INFONET Digital Library Consortium and following a reasonable period of notice. If the Member is unwilling to pay such charges, it may withdraw from the Federation in accordance with Section 9.1.
- 2.6. The Federation Operator will provide support to Members as detailed in the Federation Operator Procedures.

3. Rules Applying 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. Members will use its reasonable endeavors to comply with the Technical Specifications;
- 3.1.3. Members will observe Good Practice in relation to the configuration, operation and security of the System;
- 3.1.4. Members 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. Members hold 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 <http://parichay.inflibnet.ac.in/documents/logousage.pdf> 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 any Attributes supplied by End User Organisations to third parties other than to any data 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.
- 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, as per rules and regulation laid down by Government of India.
- 5.2. The Member must use its reasonable endeavors to comply with the Recommendations for Use of Personal Data.

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, declares 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.
- 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 endeavors 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;
- 6.5. Where an End User's status, or any other information described by Attributes, changes, the relevant Attributes must also be changed as soon as possible. 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 to the principles of the applicable law(s) by Government of India.
- 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 licenses or other agreements in relation to those services or resources, as well as rules and policies set by their own organisation or 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. 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;

Besides 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 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. 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.

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, 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 voluntarily withdraw from the Federation upon 30 Working Days' notice to the Federation Operator.
- 9.2. The Federation Operator may dissolve the Federation upon no less than 3 months' notice to all Members if University Grants Commission (UGC) or the Ministry of Human Resource Development (MHRD) notifies the Federation Operator that the Federation is to be closed-down.
- 9.3. The Federation Operator may terminate this Agreement with immediate effect by giving written notice to the Member, without any compensation or damages due to the Member, but without prejudice to any other rights or remedies which either the Member or the Federation Operator may have, if 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 to that effect or if the Member 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 is unable to pay its debts or to be unable 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.
- 9.4. If the University Grants Commission (UGC) or the Ministry of Human Resource Development (MHRD) takes the decision to appoint another body to take over management of INFLIBNET Access Management Federation, then the Member's membership of the Federation will, unless notified otherwise by the Federation Operator or the Policy Board, continue unaffected and these Rules will be enforceable by such successor body against the Member.

10. Consequences of Cessation of Membership

Following cessation of the Member's membership (under any circumstances):

- 10.1. 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;
- 10.2. The organisation, institution or individual (as the case may be) will, at its own cost:
 - 10.2.1. Cease to hold itself out as being a Member and will inform its End Users that its membership has ceased;
 - 10.2.2. Remove the Federation logo from all of its materials.

11. Changes to Rules

The Federation Operator may, in consultation with the Access Management Committee, publish amendments to these Rules from time to time, which will become binding upon the Member upon publication. The Federation Operator will make the latest version of these Rules available on the INFLIBNET Access Management Federation website <http://parichay.inflibnet.ac.in> . The Federation Operator will also communicate changes to these Rules to all Members in writing.

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 10 Working Days, 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 15 Working Days 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 5 Working Days of notice from either party calling on the other so to agree, to a person chosen on the application of either party. 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 30 Working Days 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 and 12.2, then the dispute may be referred by either party to the Policy Board. The decision of the Policy Board 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 Indian laws and the Courts in Ahmedabad/Gandhinagar 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.

13.4. Except where otherwise stipulated in these Rules, any notice may be delivered by speed post / courier or by facsimile transmission. Notice will be deemed to have been served:

13.4.1. if by speed post / courier, 72 hours after posting;

13.4.2. if by facsimile transmission, when dispatched.

Notification of an introduction or variation of charges under Section 2.5 or of termination of membership under Sections 8 or 9 may only be given by speed post / courier or facsimile 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 all applicable act(s) by Government of India, 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.

Disclaimer:

The information contained herein is believed to be correct at the time of issue, but no liability can be accepted for any inaccuracies. The reader is reminded that changes may have taken place since issue, particularly in rapidly changing areas such as internet addressing, and consequently URLs and e-mail addresses should be used with caution. The INFLIBNET Centre cannot accept any responsibility for any loss or damage resulting from the use of the material contained herein.

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