[ADRES]

Date	[DATUM]
Our reference	[KENMERK]
Your reference	
Subject	SURFconext Connection Agreement AO2017/[NUMMER]

Dear Mr / Mrs [NAAM],

You have indicated that your organization offers a service and that you want to offer SURFconext authentication for that service.

Before we can publish your service in the SURFconext production environment, a SURFconext Connection Agreement needs to be signed. Please find it attached.

If you agree with the SURFconext Connection Agreement, please sign every page of the attachments.

Sincerely yours,

Femke Morsch
Team lead Trust & Identity Operation
SURFnet bv

Enc(s):   - SURFconext Connection Agreement, dated [DATUM]

CONNECTION AGREEMENT AO2017/[NUMMER]

Dated [DATUM]

FOR THE USE OF SURFCONEXT

BY [PROVIDER] FOR THE SERVICE [SERVICE]

Version of August 2017, v1.02

PREAMBLE

- To ensure that Institutions can securely and easily use Services, and securely and easily work together, as well as work with the international education and research community, SURFnet has set up SURFconext. SURFconext ensures that federative authentication is possible, so that Users can Authenticate themselves for services via their Identity Provider;
- SURFconext is not just an infrastructure with which technical links can be made between Institutions and Service Providers, it also organises the conditions under which this takes place by means of an agreement system. Organisations participating in SURFconext must endorse a standard set of agreements that offer safeguards for the User's privacy and the integrity of the Users' data. This creates a secure and reliable infrastructure;
- SURFnet offers Service Providers the possibility of connecting to SURFconext so that the Service Provider can make its Service available to Institutions and its Users by means of this connection;
- The Service Provider wishes to connect to SURFconext and the Parties are consequently entering into this Connection Agreement containing the arrangements for linking the Service Provider with SURFconext and for the use of SURFconext.

DEFINITIONS

Term	Definition
Authenticate	Identify the User in question, for example by having him/her enter a user name and password.
Authorise	Assign rights to a User so that said User is or is not given access to a certain functionality or data in a Service.
Attribute Provider	An organisation that provides (additional) Attributes about a User.
Attribute	Information about a User as defined at https://wiki.surfnet.nl/display/surfconextdev/Attributes+in+SURFconext.
Federation User	A natural person who, via an Identity Provider of an Identity Federation other than SURFconext, authenticates for the Service.
Guest User	A natural person who authenticates himself to an Identity Provider that is not an Institution or Identity Provider from a different Identity Federation. An example of such an Identity Provider is Onegini.
User	Institution User, Guest User or Federation User.
Institution User	A natural person who gains access to SURFconext via an Institution. To gain access, a person must fall within one of the following categories: 1. has an appointment or employment contract with the Institution; 2. is registered at the Institution as a student, external student, course participant; 3. is otherwise Authorised in connection with the performance of tasks of the Institution; 4. is part of a group that, in consensus between the Institution, Service Provider and SURFnet, has been granted access to SURFconext and is affiliated with education and research in the Netherlands.
Identity Federation	A number of Identity Providers and Service Providers, often organised nationally and/or sectorally, which, under the guidance of a central organisation, make arrangements regarding the identification of individuals. The purpose of the arrangements is for the participating parties to trust each other and jointly ensure that Users can securely and easily Authenticate themselves for a Service via their Identity Provider.
Identity Provider	An organisation that can Authenticate a User.
Institution	An organisation within the SURFconext target group: organisations that are members of the SURF cooperative and other organisations affiliated with education and research in the Netherlands.
Institution Data	All data within the Service that is provided by an Institution or User, and, in so far as it can be traced back to the User or Institution, data derived from that.

Term	Definition
Service	An application or system offered to a User by the Service Provider via SURFconext.
Service Provider	An organisation that provides the Service via SURFconext.
Party	The Service Provider or SURFnet.
Personal Data	Any information related to a natural person or 'Data Subject', that can be used to directly or indirectly identify the person.
SURFconext	An Identity Federation offered by SURFnet that ensures, among other things, that Users can log into the Service using their settings account.
Processing	Any operation performed on personal data, whether or not by automated means, including collection, use, recording, etc.

Article 1   Subject

This document, hereinafter the Agreement, arranges that [provider], hereinafter referred to as the Service Provider, may use SURFconext to, among other things, Authenticate Users for [service], hereinafter referred to as the Service.

Article 2   Term of the Agreement

The Agreement is entered into for a period of three years, commencing on the date it is signed, and will be tacitly renewed for a year each time. Premature termination is possible with a notice period of three months.

Article 3   The SURFconext Service

The service description of SURFconext can be found at https://www.surfconext.nl/en .

SURFnet is responsible for passing on Attributes to the Service Provider according to arrangements with the Institution, Attribute Provider and/or Service Provider.

SURFnet shall ensure that the Service Provider can use SURFconext. SURFnet has a best-efforts obligation with regard to the (proper) operation of SURFconext, in which respect it takes into account the legitimate interests of the Service Provider and Institutions.

SURFnet knows that the availability and performance will be increasingly important for Institutions. SURFnet therefore applies a service level specification for SURFconext vis-à-vis the Institutions that can be found via http://www.surf.nl/surfnet-sls. At https://wiki.surfnet.nl/display/surfconextdev/Availability+SURFconext, SURFnet reports the realised availability percentage of SURFconext. SURFnet does not guarantee the SURFconext performance and availability to Service Providers.

A Service Provider will inform SURFnet as soon as possible if SURFconext is not functioning properly,

Initials SURFnet: Initials [provider]:

providing SURFnet with the details of the problem. For this, the SURFconext support channel (email to support@surfconext.nl) will be used. If the problem is confirmed and repair work is necessary, SURFnet will execute this as soon as possible.

Interruptions in the SURFconext service due to maintenance will take place in SURFnet's maintenance window, which is defined in the SLS. If interruptions are necessary outside this window, SURFnet shall inform the Service Providers of that, if possible in advance. The Service Provider shall actively monitor the communication channels along which SURFnet shares this information and sign up for these if necessary.

Article 4   Access via SURFconext

Institutions can give Institution Users access to SURFconext. SURFnet makes arrangements with the Institution and Attribute Providers regarding the delivery of Attributes. If the Service Provider has questions about that, these can be submitted to SURFnet. If necessary, SURFnet shall communicate with the Institution.

To support collaboration with individuals who are not assigned a user account by an Institution, SURFnet offers the possibility for Guest Users to authenticate themselves for the Service via SURFconext. By default, SURFnet ensures that Guest Users do not have access to the Service Provider's Service. At the initiative of an Institution and with the consent of the Service Provider, SURFnet will give Guest Users access to the Service following a (written) request.

SURFnet has arrangements with other Identity Federations. By default, individuals from other Identity Federations cannot authenticate themselves for the Service via SURFconext. At the request of the Service Provider and, if necessary of the Institutions, SURFnet will facilitate the authentication of Federation Users. SURFnet has no control over Attributes delivered by (members of) other Identity Federations. In the event of problems with or questions regarding such Attributes, the Service Provider should initially contact the Identity Provider or the contacts of the other federation or relevant Attribute Provider.

Article 5   Conditions for connection to SURFconext

For a continuing good and secure connection, the Service Provider shall at all times comply with the relevant standards referred to in the SURFconext connection wiki (https://support.surfconext.nl/sp). SURFnet will, to the best of its ability, inform Service Provider in advance of changes to SURFconext that might impact the Service Provider, so as to give Service Provider reasonable time to plan and execute any necessary action.

Service Provider will ensure reception of emails from SURFnet, read any communication swiftly, and react within a reasonable timeframe if necessary.

The Service Provider shall inform SURFnet which of the Attributes available via SURFconext it wishes to receive if a User accesses the Service and positively Authenticates himself via SURFconext. The principle is to keep the number of Attributes exchanged to a minimum. Depending on the Institution's wishes, Institutions and Users will be able to see which Attributes are exchanged with the Service via SURFconext.

At the request of Institutions, SURFnet will ask the Service Provider to provide certain information

about the Service, including in the area of the Processing of Personal Data. SURFnet can share this information, including the Agreement (any included signatures will be made unusable by SURFnet), for example via the SURFconext dashboard, in order to give Institutions insight in available Services, aspects of Processing of Personal Data and the contractual basis on which each Service is connected to SURFconext. The Service Provider shall provide the data referred to here truthfully and keep it up to date.

The Service Provider shall maintain its part of the connection with SURFconext in such a way that the functionality continues to work well for the User. The Service Provider shall keep the connection up to date and secure, and respond to requests from SURFnet within a reasonable period. If SURFnet asks the Service Provider to make changes, the Service Provider shall implement these within a reasonable period of time (for example, regarding security requirements or supported protocol versions).

The Service Provider is responsible for the availability of the Service to the Institution. The Service Provider shall provide adequate back-up and restore facilities in order to safeguard the availability of the Service (and with that, the static and dynamic Institution Data).

If the Service Provider fails to act in accordance with the conditions as laid down in this Agreement, or if SURFnet or the Institution suffers damage or if such damage is impending, resulting from a situation that is attributable to the Service Provider or link of the Service, SURFnet has the right to suspend the use of SURFconext until the Service Provider meets the conditions or the situation attributable to the Service Provider has been rectified. When doing so, SURFnet shall take the interests of the Institution greatly into account.

Article 6   SURFconext website

SURFnet publishes:

- A specification of the participating Institutions;
- A specification of Identity Federations connected to SURFconext;
- Documentation in which the important matters for a connection of a Service to SURFconext are discussed, such as the technical and contractual aspects, what standards are relevant, how the link with the SURFconext environment can be tested, the procedure for obtaining the link in the production environment, etc.;
- Tools with which the Service Provider can connect the Services to SURFconext as easily as possible, where possible partly by itself.

Article 7   Intellectual Property Rights

All (intellectual) property rights - including any copyright and database right - on the Institution Data remain at all times with the Institution, the relevant User or their respective licensor(s).

During the term of this Agreement, Service Provider in communications may state it is connected to SURFconext and may display the logo of SURFconext on it's website under the condition that the Service Provider shall comply with any instructions SURFnet provides regarding use of the logo.

All (intellectual) property rights to designs, materials and documentation, regardless of the form, on which SURFconext is based, remain at all times with SURFnet. The Service Provider shall respect these intellectual property rights of SURFnet and shall refrain from any infringement thereof.

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Based on the Agreement, there will be no transfer of intellectual property rights from the Service Provider to SURFnet, Institutions or Users.

Article 8 Processing personal data

SURFnet values a meticulous Processing of Personal data of the Institution when the Service is being used. The Service Provider must comply with the 'SURFconext Privacy Policy' (https://wiki.surfnet.nl/display/conextsupport/Privacy+Policy+SURFconext). When Processing Personal Data, the Service Provider is required to comply with the General Data Protection Regulation and other applicable National and European legislation and regulations in the area of privacy.

This Agreement does not constitute a processor agreement, neither in full nor in part. If, "for the performance of the Service", the Service Provider Processes Personal Data on behalf of an Institution, the Service Provider shall, at the Institution's request, enter into a processor agreement with the Institution. SURFnet will provide the Institution with a template processor agreement via its website.

The Service Provider has the option of signing the GÉANT Code Of Conduct. This European code of conduct is a unilateral statement by the Service Provider, to be published by the Service Provider, in which the Service Provider states that it will adhere with European legislation and regulations in the area of privacy. If a Service Provider wants to publish its Service in eduGAIN via SURFconext, then signing and publishing said code of conduct is mandatory. The GÉANT Code Of Conduct can be found at: https://wiki.refeds.org/display/CODE/Introduction+to+Code+of+Conduct .

Article 9 Confidentiality

The Parties shall keep all (Personal) data and other information, the confidential nature of which they know or reasonably should suspect and of which they become aware or which is made available to them in connection with the performance of the Agreement, confidential and shall not make it known any further in any other way, internally or externally and/or provide it to third parties, except in so far as:

a. the disclosure and/or provision of said (Personal) data and other information is necessary and/or agreed in the context of the performance of the Agreement;
b. any mandatory statutory provision or court decision requires the Parties to disclose and/or provide said (Personal) data or other information, in which case the Parties shall first notify the other Party;
c. disclosure and/or provision of said (Personal) data and other information takes place with the prior written consent of the other Party; or
d. it concerns information that has already been legitimately disclosed in a manner other than through the acts or omissions of one of the Parties.

The Parties shall contractually require the persons working for them (including employees) who are involved in the processing of confidential (Personal) data to keep said (Personal) data and other information confidential.

Upon the other Party's request, the Parties shall cooperate in the exercise of supervision by or on behalf of the other Party on the safekeeping and use of confidential (Personal) data and other information by the other Party.

Each of the Parties shall immediately inform the other party after (i) it has reasonable suspicion of a breach or has become aware of an actual breach of the confidentiality obligation; (ii) any loss of confidential data; or (iii) any breach of security measures. The negligent party shall, at its own costs, take all measures necessary to secure the confidential data and remedy the shortcomings in the security measures in order to prevent further examination, change and provision, without prejudice to any right of the discovering party to damages or other measures. At the other Party's request, the negligent Party shall cooperate in informing the data subjects.

Article 10   Liability

Parties cannot be held liable for loss and/or damage resulting from the performance of the Agreement, save in so far as this loss and/or damage is the direct result of intent or gross negligence on the part of said Party or its employees. Parties are never liable for any indirect or consequential damage, including business interruption.

A claim for liability must be made no later than six months after the damaging event has become known. A claim for liability is made in writing, stating the nature and extent of the damage and accompanied by proof with regard to the liability.

Article 11   Termination

Without prejudice to provisions laid down elsewhere in the Agreement, each of the Parties may terminate the Agreement or any parts thereof out of court by registered post if the other Party is in default or if performance is permanently or temporarily impossible.

Without prejudice to the provisions elsewhere in the Agreement, each of the Parties may terminate the Agreement without prior reminder or notice of default with immediate effect in the event:

- The other Party applies for (provisional) suspension of payments;
- The other Party applies for bankruptcy or is declared bankrupt, the other Party's business is dissolved, the other Party ceases its current business operations, there is a drastic change in the control of the other Party's business, a considerable part of the other Party's assets is seized, or the other Party otherwise cannot be considered capable of performing the obligations arising from this Agreement any longer.

Parties cannot be held liable for any direct and/or indirect damage on the part of the other Party resulting from a premature termination.

Article 12   Supplementary provisions

In case of termination of this agreement for any reason, both Parties will proactively cooperate in a responsible transfer and/or a responsible termination of the Agreement, with the interest of the Institution and its Users, including the prevention of data loss and ensuring the continuity of operations, being greatly taken into account.

The Service Provider's terms and conditions of delivery do not apply, to the extent that nothing has been provided differently in the Agreement.

The Service Provider may not fully or partially transfer its rights and/or obligations under the

Agreement or further agreements that might ensue from it, without SURFnet's prior written consent. SURFnet may attach conditions to said consent. Transfers contrary to the above provisions will be invalid with regard to the Service Provider.

The Agreement and all annexes related to it and any and all supplements to it are governed by Dutch law.

Any dispute regarding the formation, interpretation or performance of the Agreement, either legal or factual, will, without exception, be submitted for adjudication to the court in Utrecht that is competent according to the normal rules of competency, unless the Parties agree as yet that mediation, arbitration or a binding opinion will be sought.

A dispute exists if one of the Parties notifies the other Party accordingly by registered letter.

Thus drawn up and signed in duplicate,

Utrecht, The Netherlands, date   [plaats], date

Mrs. F. Morsch   [contractant]

Manager Trust & Identity Exploitatie   [functie]

SURFnet bv   [provider]