

CONTRACT

between

UNINETT AS (Organization No. 968 100 211)

("UNINETT")

and

_____ (Organization No. ____ ____ ____)

Full name of the organization

("The Organization")

regarding the connection and use of Feide

The agreement comprises:

- the agreement terms (this document)
- description of Feide and the parties' areas of responsibility
- annexes

Date:	Date:
for UNINETT AS	for the Organization
_____	_____
Ingrid Melve	Name
Feide Manager	Title

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1. Introduction

1.1 Background and Purpose of the Agreement

UNINETT is a 100 % State-owned limited company under the Ministry of Education and Research, with the objective of:

- developing a nationwide electronic computer network with services for research and education;
- accelerating the use of open international standards within data communication;
- providing for peering with current national and international network operators; and
- stimulating necessary research and development activity in UNINETT's sphere of activity.

UNINETT's operations are primarily funded by government grants allocated to UNINETT directly. To a growing extent, parts of the organization are user-funded.

UNINETT has implemented standards, programs and Web services which are included in a system for authentication of people who wish to log on to electronic services designed for the research and educational sector. This system is hereinafter referred to as "Feide".

The primary target group for the authentication system is public-sector research and educational institutions in Norway that wish to enter into an agreement with UNINETT regarding the use of Feide. Private-sector players within the research and educational sector may be offered the opportunity to connect to Feide where UNINETT finds this practical for Feide's primary target group. On the basis of the same objectives, UNINETT will establish collaborative agreements with owners/administrators of foreign authentication systems for the research and educational sector.

UNINETT is responsible for the top-level management and administration of Feide. UNINETT also takes care of the operation of certain Web services which are incorporated in Feide, including the Feide login service used for logging on to electronic services. Organizations and service providers that are linked to Feide must themselves implement, manage and operate services. Linked organizations must themselves implement and manage databases of the organization's own users.

The objective of Feide central services is to provide:

- a login service in stable operation 24/7. This includes operation, second-line user support to host organizations, further development of the login service and standardization of integration
- systems of agreements in Feide and policy for identity management, both internally in Feide and with respect to other federations
- information model for personal information with attribute document and standardization of the interface
- architecture for Feide

A condition for connecting to and using Feide is that an agreement regarding this has been entered into with UNINETT, and this is the background for formation of the current agreement between UNINETT and the Organization. All use of Feide is subject to UNINETT's regulations in effect at any time.

1.2 Definitions

Concept	Definition
The agreement	This contract document with Part 2 «Description of Feide and each of the parties' areas of responsibility» and annexes
Common service	A service which uses Feide login, and which is available to Feide users with Feide names assigned by host organizations other than the organization responsible for the service. Common services may be offered by Feide organizations or others, and may be open for all users with Feide names or only for some users.
Cross-federation	Connection with another login service. Offers Feide users access to services from other federations or offers users from other federations access to common services.
Feide login	Use of a Feide name in Feide's common login service for obtaining access to services.
Feide name	A user name assigned to a person by a Feide host organization, which includes both the local user name and organization information.
Feide organization	An organization that has entered into an agreement with UNINETT for the use of Feide.
Feide user	A person who has been assigned a Feide name for logging in to services.
Host organization	An educational institution which provides Feide names to its pupils, students, staff and other affiliated people. The host organization retrieves data from the personal data in the organization's pupil, student and staff records. Host organizations in Feide are usually Feide service providers as well.
LDAP catalog	The local authentication service at a Feide host organization, which can authenticate Feide names that the host organization has allocated.
Local service	A service that a Feide organization offers only to the Feide users to which the organization itself has allocated Feide names.
Moria	Feide's login service.
The parties	UNINETT and the Organization.
Service	A common service or a local service.
Service provider	An organization which provides services to people in the educational sector, and uses Feide login to authenticate them.

1.3 Annexes to the Agreement

Annex 1	Feide policy
Annex 1-1	Description of Feide's architecture
Annex 1-2	Attribute document, Feide information model
Annex 2	Prices
Annex 3	Contacts

2. Description of Feide

The architecture for Feide and Feide's login service is described in annexes 1-1 and 1-2. The description of the parties' areas of responsibility comprises Part 2 of the agreement. Amendments to the two parts of this agreement may be made through a protocol of amendment to the agreement as specified in 14.4. The descriptions of the architecture will be kept up to date on UNINETT's home page for Feide, and announcement of all modifications will take place in the Feide forum.

3. Rights to Feide

UNINETT or UNINETT's subcontractors shall have full and unrestricted copyright and any other intellectual property rights to Feide, including but not limited to architecture, software and solutions included in Feide, with associated documentation. Open-source code associated with Feide is available on a best-effort basis in accordance with its respective licenses. The agreement does not entail any transfer of rights to the Organization, beyond what is expressly specified in the next paragraph.

From the date of the agreement's entry into force, the Organization obtains a limited, non-exclusive, non-transferable right of use to the relevant parts of Feide. The agreement also specifies services that UNINETT is to perform for the Organization. The right to use Feide ceases automatically on termination of the agreement.

4. "As is" Proviso

The right to use Feide and access to UNINETT's services is given on an "as is" basis, that is, without liability for UNINETT for any faults and defects meaning amongst other that the organization can not demand that UNINETT amend defects, refund payments or pay damages. UNINETT will nevertheless strive to ensure that any faults and defects of significance are corrected within a reasonable period.

5. Requirements for the Organization's Use of Feide

The Organization's use of Feide shall at all times be within the framework of Norwegian law, the agreement and UNINETT's guidelines in effect at any time.

If the Organization obtains access to systems available via cross-federation in accordance with the agreement, use of such systems shall in addition comply with the conditions and guidelines applied by the owner/manager of such systems.

6. Handling of Errors – Support by Feide

The party that becomes aware of errors in Feide or other non-conformances that may be significant for the other party shall give written notice to the other party. UNINETT may provide such notice, for example, via the Web.

Written notification shall always be provided if unintended distribution of personal data has taken place.

The Organization shall provide first-line support for its own users and UNINETT shall provide second-line support as specified in further detail in Part 2 of the agreement.

7. Further Development of Feide

UNINETT has overarching responsibility for further development of Feide. UNINETT may modify Feide as UNINETT finds appropriate. If a modification may have implications for the Organization, the Organization shall receive notification of the modification. The Organization shall take modifications into use and make any necessary adaptations to the parts of Feide for which the Organization itself is responsible, within the time limits which are set by UNINETT.

8. Administration of Feide

UNINETT is responsible for the top-level administration and management of Feide, such as entering into agreements with Feide organizations and Feide service providers regarding the use of Feide.

The Organization is responsible for administration and management of the Organization's LDAP catalog and for providing a satisfactory user management system as described in Annex 1.

9. Personal Data

9.1 Processing of Personal Data

UNINETT undertakes to process personal data related to Feide users in accordance with the tasks as described in the agreement. UNINETT also undertakes to safeguard the security of information regarding such personal data by complying with the measures for protection as set out in Annex 1.

UNINETT shall not process personal data received by the organization in ways other than those that have been agreed with the organization. All logging complies with UNINETT's logging policy.

9.2 Responsibility for Processing of Personal Data

The host organizations are the data controllers [behandlingsansvarlige] for personal data related to Feide users cf. § 2 (4) of the Personal Data Act [personopplysningsloven]. UNINETT is solely the data processor [databehandler] for such personal data, c.f. § 2 (5) of the Personal Data Act.

The organization is responsible for the processing of personal data which is described in the agreement, with regard to the data subjects, public-sector authorities and the public. Included in this, the organization has notification and license responsibility with regard to the Norwegian Data Inspectorate, and shall ensure that all necessary consents are gathered from the person to whom the personal data applies.

10. Prices and Payment Terms

Prices and payment terms are specified in Annex 2.

11. Duration and Notice of Withdrawal from the Agreement

The agreement is in effect from the date on which it is signed by both parties and until the end of the year. The agreement remains in effect thereafter until one of the parties withdraws from it in writing with 6 months' written notice.

12. Instructions from the Authorities, etc

UNINETT's activities are at all times subject to the instructions from the authorities and the framework specified by UNINETT's owner. If the authorities give instructions or the framework for UNINETT's activities is changed in a manner which has implications for the implementation of the agreement, UNINETT may require the necessary amendments to the agreement, for example, changes in prices. UNINETT shall provide written notification of the amendments to be made.

The amendments become effective when the Organization receives the notification, if applicable from a later date specified in the notification.

Within a month of the receipt of such notification, the organization may give written notice of withdrawal from the agreement with immediate effect, regardless of Clause 11 regarding duration and notice of withdrawal from the agreement. This applies however only if the amendment is significant to the organization.

13 Breach of Contract

13.1 Obligation Regarding Notice of Objection

The party that considers that the other party is in breach of its obligations under the agreement shall give notice of objection in writing without undue delay after becoming aware of the breach of contract.

13.2 Duty to Remedy Breach of Contract

The party in breach shall thereafter remedy the breach within a reasonable period.

13.3 Suspension of Access to Feide

In the case of any violations of the provisions of Clause 5 above, UNINETT may suspend the organization's access to Feide, or the equivalent systems available via cross-federation, with immediate effect, in whole or in part. In this case, UNINETT shall without undue delay give the organization written notification of this. Technical contact persons at the organization shall be notified by e-mail without undue delay.

13.4 Termination

In the case of material breach of contract, the injured party, after giving the party in breach written notice with reference to this clause, and reasonable time to rectify the situation, may terminate the agreement. Payment that has been made shall not be refunded in the case of any termination.

13.5 Limitation of Liability

UNINETT may not be held liable for any loss, damage or cost that arises as a result of the Organization's connection to or use of Feide, or other systems to which the Organization obtains access in accordance with the agreement. This limitation of liability does not however apply in the case of gross negligence or intent shown by UNINETT's personnel.

UNINETT's maximum liability for damages under the agreement per calendar year is limited to an amount which corresponds to the agreed payment for UNINETT's services during the calendar year, excluding any value-added tax.

14. Miscellaneous

14.1 Written Notifications and Communications – Contact Persons

Written notifications or communications under the agreement can be sent by letter, telefax or e-mail. Communications and notifications shall be given to the people who are specified in Annex 3.

If e-mail is used, the communication or notification is regarded as sent only when receipt has been confirmed in writing by e-mail from the person to whom the communication or notification is addressed.

14.2 Use of Subcontractors

Each of the parties is free to use subcontractors. A party is responsible for tasks that are left to subcontractors as though the tasks were performed by the parties themselves.

14.3 Assignment of the Agreement

Neither of the parties may assign the agreement to a third party, without the other party's written prior consent. Such prior consent shall not be refused without a justifiable basis.

UNINETT can however assign the agreement to companies in the group of which UNINETT is a part, without obtaining the Organization's consent.

14.4 Amendments and Additions to the Agreement

Beyond the cases which are specified in Clause 1.3, all amendments to the agreement must be made in writing and be signed by an authorized representative for each of the parties, in order for the amendment to the agreement to be valid.

14.5 Choice of Law

This agreement and entry into the agreement are governed by Norwegian law.

14.6 Disputes between the Parties

If any disputes arise between the parties in connection with the agreement, attempts shall be made to resolve them through negotiations.

If such negotiations do not succeed within four weeks of the date on which the claim for negotiations was made in writing by one party, and at least one of the parties is not a government agency or wholly owned by the State, each of the parties may bring the dispute before the ordinary courts of law. Trondheim is agreed on as the legal venue.