

Identity Federation Policy template document

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Preface to the template document

Identity Federation Policy template - document suite

This document is aimed to help emerging Identity Federations to build their Policy document as well as to provide a reference for existing Identity Federations to reassess their Policy document. This document is written with regard on current best practice of Identity Federation Policy document, both in terms what to put, and what not to put in a Policy document. There are several basic premises that need to be determined in the beginning of creating a Policy document, that are important in order to enable effective operation of an Identity Federation. Those premises and requirements are described in what follows.

In the moment of writing this document, there are multiple Federation Technologies which can make use of Identity Federation. For example, in many NRENs (national research and education networks) eduroam and Web single sign-on are Federated services which are widely deployed. Also, it is expected that new Federation Technologies that can use Identity Federation will appear – such as Project Moonshot which is currently being developed and which should enable single sign-on for non-Web services. One of the important requirements is to make the Policy document in such a way that it allows for multiple technologies to be served using the same policy structure.

Another important premise that needs to be taken into account before writing the Policy document, is deciding what members sign when they join the Identity Federation. There are two approaches that can be taken:

1. Member fills in a form agreeing to be bound by the Policy document
2. Member signs a copy of the actual policy (there are placeholders for signatures at the end the policy document)¹

There is very important difference between these two approaches, which reflects in how the Policy document can be changed. In the second approach, members sign actual Policy document, so any changes to the Policy document means all must sign a new agreement, a process that can be administratively burdensome for large federations. The first approach makes eventual changing of the Policy document much easier, as no new signing is needed. However, depending on the local circumstances and the trust relationship between potential members and Federation Operator, there is a possibility that members are reluctant to sign a “blank” document that doesn’t contain any claims that must stay the same without them signing again.

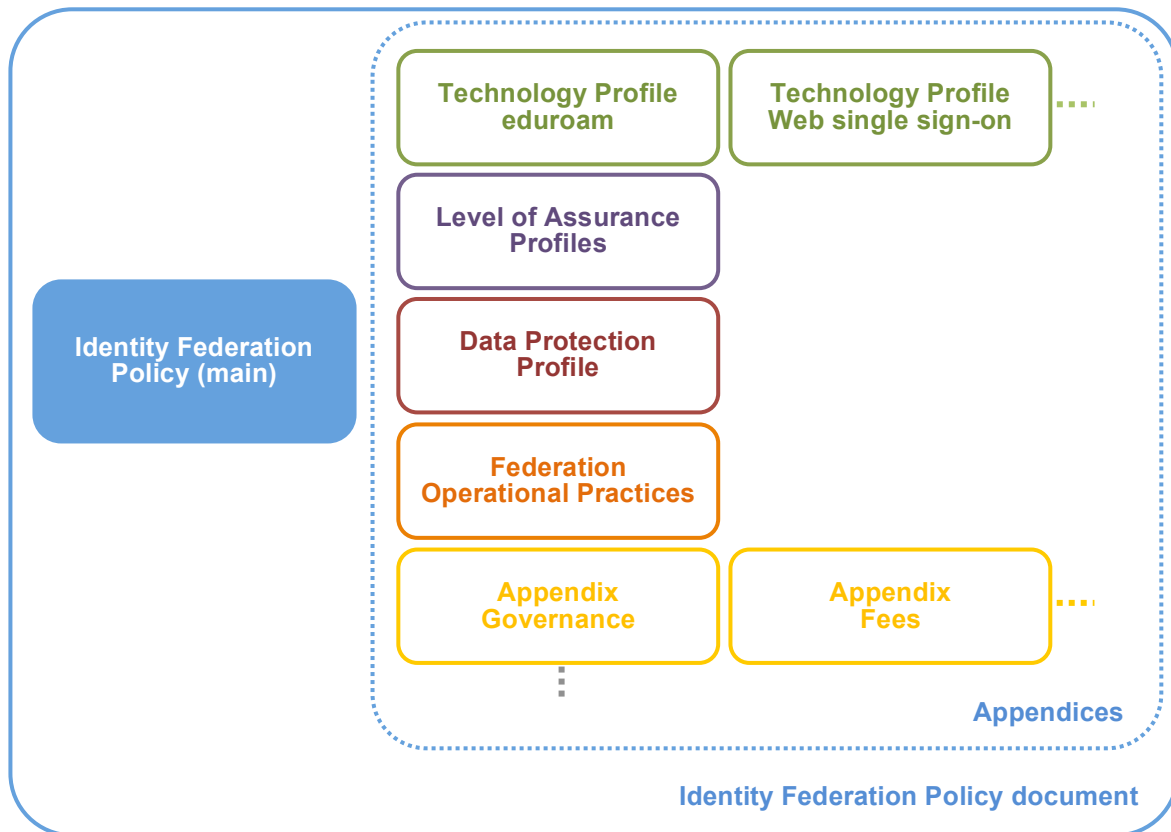
You will need to decide which process you shall follow and this may also impact on decisions regarding document structure and approach. It is strongly advised to take the first and to strictly avoid using the second approach as it can paint in the corner the Federation if it needs to make a change to the Policy document. The template document presented in latter uses the first approach and the places where taking the second approach would make some difference are noted. Anyhow, the template document is specially designed to avoid the need for repeated changes to the Policy document.

To be able to meet aforementioned requirements, in creating this template document approach of layering the structure of Policy and operative documents is used. In this solution, only static and core issues are put into

¹ In such a case you should consider to rename the policy document to e.g. “Federation Service Agreement” as signing a policy could be found dubious.

“main” Policy document and all other issues are placed in appendices. This practice is commonly used in agreements, so all issues which are subject to change are located in appendices to the main document. In such a structure, all statements in the main document and appendices are binding to parties who sign, but it makes more flexible procedure for changing appendices.

The structure of the Policy document that is adopted (similar to concept of the SWAMID Federation Policy) is presented in the following picture. This design of Identity Federation Policy document suite allows for adding of new documents at any point of operating Identity Federation.



Picture 1. Identity Federation Policy document suite

The content and purpose of these documents are:

Identity Federation Policy (main)

- Covers core and very static topics which are not likely to be changed. This is the document that was developed and is presented in the reminder.

Technology Profile (eduroam, Web single sign-on, Moonshot, provisioning service) (appendix)

- Contains technical description of specific Technology Profile and defines requirements and obligations for Federation Operator and Member who implements that Technology Profile. Since those documents are very technology oriented, they will vary between federations depending on architecture and technical requirements that a federation set for a specific service. However, in

further development of Identity Federation Policy template document, it is planned to at minimum provide some guidelines for writing certain Technology Profiles.

Level of Assurance Profiles (appendix)

- Deals with Identity Management practices which are used by Home Organizations and allows a Service Provider to determine with which degree of certainty individual is truly presented by a digital identity he is using. This document is not yet developed and it is planned to follow the work of stakeholder community in this area and when there are clear directions how this document should look, to create it under the further development of Identity Federation Policy template document.

Data Protection Profile (appendix)

- Deals with data protection issues and considers Home Organizations and especially Service Providers in cases when they are processing personal data. This document is not yet developed and it is planned to develop it in further development of Identity Federation Policy template document.

Federation Operational Practices (appendix)

- Defines operational practices that Federation Operator is undertaking. In this moment it is recognized by the existing federations that there is a need for such a document that would describe issues like how the federation operator ensures the integrity and availability of its services, systems and configuration data, such as the top-level RADIUS servers (for eduroam service), SAML 2.0 metadata files and their signing keys (for WebSSO service) and adequate and skilled staff for operations work. Since there is not yet a common understanding of what issues this document should address, it is planned to follow the work of stakeholder community in this area and when there are clear directions how this document should look, to create it under the further development of Identity Federation Policy template document.

Other Appendices

- All issues that would belong to the main Policy document, but are subject to (relatively frequent) changes (you don't want to publish new version of main Policy document in these cases). In this moment it is recognized that at least sections that describe Fees and Governing Body Constitution are subject to change and could potentially be placed in those appendices.

Instructions for using this document

This document is written according to the current best practice in operation of Identity Federations and the experience of Authors and Contributors to the document. As these practices may change over time, this document can also be updated and it is expected that it will in certain degree keep evolving. It was attended to write a general purpose document that can be easily reused, but you should carefully read this document and adapt it to local circumstances and needs. **All organisations should seek local legal advice before implementing a policy based on this template.**

This document is structured by sections and each section looks like this:

x.x Name of the section

Description of the section. This is to be used by person who is writing the policy, so he can better understand what the purpose of the section is, which issues it covers and which circumstances he must take in consideration when adapting the example wording for the actual policy.

Important: this isn't part of the actual policy that will be generated form the template and should be deleted!

Example wording:

Here goes the text for the section. This is the example wording that should be easily reused and adapted for the actual policy. If there is some expression that you should replace with appropriate naming used in your federation, a placeholder is left in the form *xxx*. Comments are written in the form **comment: xxx** and they should be deleted in the actual policy document.

Since the template document is based on "SWAMID Federation Policy v2.0" and being published under Attribution-ShareAlike 3.0 Unported (CC BY-SA 3.0), if you are using the example wording from the template, you must release your policy document under the same licence. In that case you can copyright your Policy like this:

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Disclaimer

Please notice that the Identity Federation Policy template document is only a recommendation on how you can write your own Federation Policy and therefore you are using this template document at your own risk. While using this template document you should take into account the legal framework of your country.

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**** enter Federation Name ****

Identity Federation Policy

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1 Definitions and Terminology

In this section basic terms that are used in this document are defined. For people reading this document, it is useful to have a short dictionary of important terms. It is assumed that additional terms (such as Identity Provider, SAML, RADIUS) will be introduced in related Technology Profiles.

The definition of “End User” term is a sensitive question as it defines who can have a digital identity in your federation. In broader definition, End User can be a natural person who belongs to an organization (typically an employee, researcher or student), a legal person, a virtual artifact (e.g. a computer process, an application), a tangible object (e.g. a device) or a group. You will need to decide and appropriately adapt example wording which are in this form set to minimum.

Example wording:

Attribute	A piece of information describing the End User, his/her properties or roles in an Organization.
Attribute Authority	An organization responsible for managing additional Attributes for an End User of a Home Organization.
Authentication	Process of proving the identity of a previously registered End User.
Authorization	Process of granting or denying access rights to a service for an authenticated End User.
Digital Identity	A set of information that is attributable to an End User. Digital identity consists of Attributes. It is issued and managed by a Home Organization and zero or more Attribute Authorities on the basis of the identification of the End User.
End User	Any natural person affiliated to a Home Organization, e.g. as an employee, researcher or student making use of the service of a Service Provider.
Federation	Identity federation. An association of organizations that come together to exchange information as appropriate about their users and resources to enable collaborations and transactions.
Federation Operator	Organization providing Infrastructure for Authentication and Authorization to Federation Members.
Federation Member	An organization that has joined the Federation by agreeing to be bound by the Federation Policy in writing. Within the federation framework, a Federation Member can act as a Home Organization and/or a Service Provider and/or an Attribute Authority.
Home Organization	The organization with which an End User is affiliated. It is responsible for authenticating the End User and managing End Users’ digital identity data.
Identity Management	Process of issuing and managing end users’ digital identities.
Interfederation	Voluntary collaboration of two or more Identity Federations to enable End Users in one Identity Federation to access Service Providers in another Identity Federation.
Service Provider	An organization that is responsible for offering the End User the service he or she desires to use. Service Providers may rely on the authentication outcome and attributes that Home Organizations and Attribute Authorities assert for its End Users.

2 Introduction

Definition of an Identity Federation, its purpose and the benefits it provides to the members are introduced in this section. In the example wording, the possibility for introducing a specific name for the Identity Federation is left, and in reminder of the document term “the Federation” is used.

Definition of this document is also introduced in this section. It should be made clear that this document, together with all its appendices makes the Identity Federation Policy and should also state where the current list of appendices is available (in example wording it is simply on the website of the Federation).

Example wording:

An Identity Federation (Federation) is an association of organizations that come together to exchange information, as appropriate, about their users and resources in order to enable collaborations and transactions.

The **federation name** Identity Federation (the Federation) is introduced to facilitate and simplify the introduction of shared services across the Federation. This is accomplished by using Federation Technologies to extend the scope of a digital identity issued by one Federation Member to be valid across the whole Federation. The Federation relies on Home Organizations and Attribute Authorities to correctly and accurately assert information about the identity of End Users to Service Providers, that may use that information to grant (or deny) access to the services and resources they offer to End Users.

The Federation Policy document defines the Federation by defining the Federation Members' obligations and rights to be able to use available Federation Technologies for electronic identification and for access to attribute and authorization information about End Users in the Federation.

This document, together with its appendices constitutes the Federation Policy. The current list of all appendices is available on the website of the Federation.

3 Governance and Roles

3.1 Governance

This section defines the body that is governing the federation. There should be at least one governing body which has advisory, decision or some other rights on certain federation issues.

This section should clearly define which rights are appointed to the governing body. Rights that you can appoint to governing body (e.g. decision, advisory etc.) will depend on your local circumstances and are something you will need to custom-tail for your federation. Example list of what you can take into account is given in example wording.

How the governing body is structured and elected should also be defined and will probably highly depend on your local circumstances, how federation is established and funded etc. As an example, in the moment of writing this document in some of the existing federations governing body have representatives from: major federation stakeholder groups, higher educational political bodies, Universities, major Service Providers, Ministries or in some cases the existing governing body of the NREN is re-used. Since structure of the governing body is subject to change then you should specify this in an appendix Governing Body Constitution. Also, you should give appropriate name to the governing body and this can reflect rights which are appointed to it. For example, you can name your governing body "Advisory Committee" - if governing body has only advisory rights or "Steering group" - if governing body has decision rights also.

Example wording:

The governance of the Federation is delegated to the **governing body**. Structure and election process of **governing body** is defined in appendix Governing Body Constitution.

In addition to what is stated elsewhere in the Federation Policy the **governing body** is responsible for:

comment: adjust the following list so it fits your needs, the list below is just an example!

- Setting criteria for membership for the Federation.
- **enter which right** whether to grant or deny an application for membership in the Federation.
- **enter which right** whether a Federation Member is entitled to act as Home Organization.
- Revoking the membership if a Federation Member is in a breach of the Policy.
- **enter which right** future directions and enhancements for the Federation together with the Federation Operator who prepares the plans.
- **enter which right** entering into interfederation agreement.
- Maintaining formal ties with relevant national and international organisations.
- Approving changes to the Federation Policy prepared by the Federation Operator.
- Address financing of the Federation.
- Approves the fees to be paid by the Federation Members to cover the operational costs of the Federation, on proposal of Federation Operator.
- Deciding on any other matter referred to it by the Federation Operator.

3.2 Obligations and Rights of Federation Operator

This section defines obligations and rights of the Federation Operator. Sample list is presented in the example wording.

The right of Federation Operator to publish certain data about Member is outlined in this section. Probably each Technology Profile will have some data that needs to be published – e.g. for WebSSO metadata file is being published, for eduroam map of hotspots is being published etc. Because the exact data to be published is dependent on certain Technology Profile, this is something to be described within each Technology Profile.

Example wording:

In addition to what is stated elsewhere in the Federation Policy, the Federation Operator is responsible for:

- Secure and trustworthy operational management of the Federation and providing central services following the procedures and technical descriptions specified in this document and its appendices.
- Provides support services for Federation Members' appropriate contact persons to work out operational problems regarding the Federation services.
- Acts as centre of competence for Identity Federation: tests software, recommends and documents solutions, provides software deployment and configuration guides for selected software and operating systems for use within the Federation.
- Prepares and presents issues to the **governing body** and acts as the secretary of the **governing body** meetings.
- Maintaining relationships with national and international stakeholders in the area of Identity Federations. This especially includes contacts regarding interfederation activities and work with other Identity Federations in the area of harmonization.
- Promoting the idea and concepts implemented in the Federation so prospective Federation Members learn about the possibilities of the Federation.

In addition to what is stated elsewhere in the Federation Policy, the Federation Operator reserves the right to:

- Temporarily suspend individual Technology Profiles for a Federation Member that is disrupting secure and trustworthy operation of the Federation.
- Publish a list of Federation Members along with information about which profiles each Federation Member fulfills or implements, for the purpose of promoting the Federation.
- Publish some of the data regarding the Federation Member using specific Technology Profile. Definition of which data may be published is provided in appropriate Technology Profiles.

3.3 Obligations and Rights of Federation Members

This section defines obligations and rights of the Federation Members. In general, there are some obligations and rights that are appointed to all Federation Members and then there are some that are specific if a Member is acting as Home Organization, Attribute Authority or Service Provider. According to that, first obligations and rights for all Members can be stated out, following with more specific ones depending on roles a Member is taking.

Sample list of the obligations and rights that are concerning all Members is stated in the example wording. Additional clarifications:

- Member shall appoint and name an administrative contact - obligation to provide technical contacts for certain Technological Profiles can be defined in appropriate Technical appendices.*
- Member must pay fees - whether or not Members in your federation are paying fees, you can put this obligation and define prices and payment terms in appendix Fees. If in this moment you don't want to charge any fees than you can say in appendix Fees the rate is zero. In this way you are having the flexibility of easy introducing or changing fees.*

Sample list of the obligations and rights for Members acting as Home Organization is stated in the example wording. Additional clarifications:

- Identity Management procedures that Home Organization is using is very important in terms of End Users being truly presented by their digital identity. For some Technology Profiles such as WebSSO, this can be significant for certain Service Providers, but on the other hand for some Technology Profiles such as eduroam it is not that important as access to network is these days considered a commodity. With that in mind, it is smart to ask Home Organizations to submit to Federation Operator their Identity Management Practice statement. Other Members can get for review those Identity Management Practice Statements on request to Federation Operator. You can state this as a "must" or "should", but be aware that if you state it as not mandatory, most Home Organizations probably won't submit it. In example wording is described what Identity Management Practice Statement should contain, but it is the best if you would provide a form to for Home Organizations to fill-in. In this moment it is recognized that there is the need for Service Providers to determine with which degree of certainty individual is truly presented by a digital identity he is using. Level of Assurance Profile should tackle this issue, but there are still not clear guidelines and common understanding how this profile should look and be implemented. Nevertheless, it is good approach to note to Home Organizations that such document may be introduced in the future, so a gimmick of Home Organizations may be imposed to obey the Level of Assurance Profiles is used in example wording.*

Sample list of the obligations and rights for Members acting as Attribute Authority is stated in the example wording.

Sample list of the obligations and rights for Members acting as Service Provider is stated in the example wording. Additional clarifications:

- Service Providers are responsible for deciding which users can access the services they operate and which rights are appointed to End Users. It was recognized from the experience of the existing Identity Federations that Service Providers sometimes don't implement necessary authorization checks. To avoid misunderstandings, it is important to emphasize that it is Service Providers responsibility to implement those decisions.*

Example wording:

In addition to what is stated elsewhere in the Federation Policy all Federation Members:

- Shall appoint and name an administrative contact for interactions with the Federation Operator.
- Must cooperate with the Federation Operator and other Members in resolving incidents and should report incidents to the Federation Operator in cases where these incidents could negatively affect the security, trustworthiness or reputation of the Federation or any of its Members.
- Must comply with the obligations of the Technology Profiles which it implements.
- Must ensure its IT systems that are used in implemented Technology Profiles are operated securely.
- Must pay the fees. Prices and payment terms are specified in appendix Fees.
- If a Federation Member processes personal data, Federation Member will be subject to applicable data protection laws and must follow the practice presented in Data Protection Profile.

If a Federation Member is acting as a Home Organization, it:

- Is responsible for delivering and managing authentication credentials for its End Users and for authenticating them, as may be further specified in Level of Assurance Profiles.
- **enter "must" or "should"** submit its Identity Management Practice Statement to the Federation Operator, who in turn makes it available to other Federation Members upon their request. The Identity Management Practice Statement is a description of the Identity Management life-cycle including a description of how individual digital identities are enrolled, maintained and removed from the identity management system. The statement must contain descriptions of administrative processes, practices and significant technologies used in the identity management life-cycle, which must be able to support a secure and consistent identity management life-cycle. Specific requirements may be imposed by Level of Assurance Profiles.
- Ensures an End User is committed to the Home Organization's Acceptable Usage Policy.
- Operates a helpdesk for its End Users regarding Federation services related issues. Home Organizations are encouraged to maintain a helpdesk for user queries at least during normal office-hours in the local time zone. Home Organizations must not redirect End User queries directly to the Federation Operator, but must make every effort to ensure that only relevant problems and queries are sent to the Federation Operator by appropriate Home Organization contacts.

If a Federation Member is acting as a Home Organization or Attribute Authority, it:

- Is responsible for assigning Attribute values to the End Users and managing the values in a way which ensures they are up-to-date.
- Is responsible to releasing the Attributes to Service Providers.

If a Federation Member is acting as a Service Provider, it:

- Is responsible for making decision on which End Users can access the services they operate and which access rights are granted to an End User. It is Service Providers responsibility to implement those decisions.

4 Eligibility

This section defines which organizations are eligible to become a Member of your Federation. Member is entitled to operate Service Provider and optionally (based on the eligibility of the organization) is allowed to act as Home Organization. For example if some commercial company joins your federation in order to provide some services to your End Users so they are only allowed to operate Service Provider, but not a Home Organization (thus not enabling commercial company's employees to make use of your federation services).

In the moment of writing this document, in existing federations Members are commonly organizations which are supporting research and education such as higher education, lower, primary or secondary education, further education, university libraries, public research institutions etc. Depending on your country's regulations for education and research sector and administrative/political circumstances, you should define which organizations are eligible to become a Member in your federation. In some cases this may also be pre-determined by the body which is funding your federation.

However, as eligibility criterion is something you may want to adapt and change over time, so it is best if you don't define it in this document (for example there is a need to add primary education later on). Therefore it is the best to keep this section very short, and publish the eligibility criteria in some other place - this could simply be the website, or in separate appendix.

Example wording:

The Federation sets out eligibility criteria that determines who is able to become a Federation Member and who is able to act as Home Organization. The criteria is fully described **enter where eligibility criteria is held**. Responsibility for setting membership criteria rests with the **governing body** of the Federation any may be revised from time to time.

5 Procedures

5.1 How to Join

This section defines procedure for an organization joining the federation. As this section is part of the main document, it shouldn't define each step of this procedure in detail as it is likely you would want to change some details in future. Therefore, you should only briefly describe the joining process and publish all details for example on web site of the federation. As an additional argument, it is more likely that the organization that is considering to join your federation will first look up all information on federation site and consider the Federation Policy when they decide to join, so in practical terms it also doesn't make much sense to put such detailed information in Policy.

In the example wording the possibility how this section could look is given, but you should adapt it to procedures you will adopt to your local circumstances, and be sure that the text is consistent to the rest of the policy as you will find some choices to enter in the example wording.

Example wording:

In order to become a Federation Member, an organization applies for membership in the Federation by agreeing to be bound by the Federation Policy in written by an official representative of the organization.

Each application for membership including (if applicable) the Identity Management Practice Statement is evaluated by the Federation Operator. The Federation Operator presents a recommendation for membership with an evaluation report to the **governing body** who in turn **enter “decides” or “makes recommendation”** on whether to grant or deny the application.

If the application is denied, this decision and the reason for denying the application are communicated to the applying organization by the Federation Operator.

5.2 How to Withdraw

This section defines procedure for members voluntarily withdrawing from the Federation. There are two scenarios that can happen:

- Member withdraws from the Federation. This process can be ended in reasonable time interval in which Federation Operator cancels all Technology Profiles that Member is using.*
- Federation Operator withdraws from the Federation. This can theoretically happen if set of circumstances evolve in such a way that it is not any more feasible to run the Federation (funding gets cancelled, not enough members etc.). In such a case, Federation Operator should ensure that Federation is running some more time before its termination so Members can find some other way to establish cooperation. However, this time frame will depend on the circumstances that led to terminating the Federation and you shouldn't specific exact time interval, but leave the space for the Federation Operator to define time frame on its own if such situation occurs. During this time frame operating of the Federation should be defined as on best effort basis.*

Example wording:

A Federation Member may cancel its membership in the Federation at any time by sending a request to the Federation Operator. A cancellation of membership in the Federation implies the cancellation of the use of all federations Technology Profiles for the organization in reasonable time interval.

The Federation Operator may cancel its participation in the Federation by announcing the termination date to the Federation Members. Until termination date, Federation Operator shall run the Federation on best effort basis. After the termination date, Federation Operator shall cancel the use of all Federations Technology Profiles for all Federation Members.

6 Legal conditions of use

6.1 Termination

This section defines termination of the membership if a Member breaks the terms of the Federation Policy. In such a case, the Federation Operator should inform the Member and, depending of the severity of the breach, Federation Operator should give some time frame for the Member to comply. If after this time Member doesn't comply to the Federation Policy, governing body can revoke the membership in the Federation. Also, in this point the governing body of the federation may give the final decision for revocation, as it is written in the example wording.

Example wording:

A Federation Member who fails to comply with the Federation Policy may have its membership in the Federation revoked.

If the Federation Operator is aware of a breach of the Federation Policy by a Federation Member, the Federation Operator may issue a formal notification of concern. If the cause for the notification of concern is not rectified within the time specified by the Federation Operator, the **governing body** may issue a formal notification of impending revocation after which the **governing body** can make a decision to revoke the membership.

Revocation of a membership implies as soon as possible the revocation of the use of all Technology Profiles for the Federation Member.

6.2 Liability and indemnification

This section defines liability for damage and limitation of liability that should be defined in following relations :

- a) The Federation Operator and governing body has in regard to a Federation Member*
- b) A Federation Member has in regard to the Federation Operator and governing body.*
- c) A Federation Member has in regard to other Federation Members*
- d) The Federation Operator and A Federation Member have in regard to other entities that they are collaborating with via interfederation*

It is very difficult to make general recommendation for liability since this will vary depending on your country's regulations, local circumstances and especially will depend on how your organization was established, who owns it and governs it and the way it is financed.

In the moment of writing this document, in existing federations, current practice is that liability for damage is usually excluded in listed specific situations, and for the damage in the case of a breach of Federation Policy is limited to some amount of money. Exclusion of the liability and limitation of the liability in regard to Federation Operator in all above-mentioned relations varies depending on how federation is founded and the legal framework. Some examples in existing federations are:

- *Limitation of liability to the fullest extent only in regard to Federation Operator*

The liability of Federation Operator in relations a), b), c) and d) is excluded. Service is given on an “as is” basis, that is, without liability of Federation Operator for any faults and defects meaning amongst other that Federation Members cannot demand that Federation Operator amend defects, refund payments or pay damages, except in the in the case of gross negligence or intent shown by the Federation Operator personnel. In the case of breach of Federation Policy, liability is not excluded and is limited to some amount of money.

- *Limitation of liability in regard to Federation Operator and Federation Member*

The liability between parties in relations a) and b) is excluded in listed specific situations and in all other situations of a breach of Federation Policy, liability is not excluded and is limited to some amount of money. The liability between parties in relation c) is defined in a way that Members are obliged to refrain from claiming damages from other Members (because they are not contracting parties) for damages that may occur in listed specific situations. List of specific situations that liability is excluded can include following situations:

- *damage that was caused usually due to the use of the federation services and service downtime*
- *any consequential or indirect damage*
- *other issues relating to the use of the federation services*

The liability between parties in relation d) is defined in respect to other federations and Federation Members and Federation operators remain bound only by their own respective laws and jurisdictions. The Federation Member and Federation Operator shall refrain from claiming damages from entities in other federations involved in an interfederation agreement.

The limitation of amount can be set in this section (e.g. liability for damages in case of a breach is limited to one thousand (1000) euros), but you may want it to set out in appendix, because of possible changes in structure of organization and changes in monetary value.

In above described examples liability in the case of negligence or intent exist, that is, liability is not excluded or limited.

In this section you may also define liability for damages caused by handling personal data, but having in mind that this matter depends on the legal system of the country and architecture of federation, and non-consistent practice, you may want to describe it in Data Protection Profile.

*Important: Please notice that each country has a legal system with different rules regarding exclusion and limitation of liability and with precisely defined cases in which you cannot exclude or limit liability at all. **Therefore you must take formal legal advice on how to write liability section.** Otherwise, you may exclude something you're not allowed to and the court may found the whole exclusion clause (potentially the whole Policy) to be invalid. Further, it would be wise to put a provision „if any clause of this Federation Policy is ruled unlawful, then the rest of it remains in force” (this sentence is written in example wording of Jurisdiction and Dispute resolution section).*

Example Wording:

**comment: example wording for the example of limitation of liability to the fullest extent only in regard to Federation Operator **

The Federation Operator offers this service on an “as is” basis, that is, without liability for Federation Operator and **governing body** for any faults and defects meaning amongst other that the Federation Member cannot demand that Federation Operator amend defects, refund payments or pay damages. Federation Operator will nevertheless strive to ensure that any faults and defects of significance are corrected within a reasonable period.

The Federation Operator and **governing body** may not be held liable for any loss, damage or cost that arises as a result of the Federation Member connection to or use of Federation services, or other systems to which the Federation Member 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 Federation Operator personnel.

comment: If it is permitted by the legal system of your country you can state Federation Operator maximum liability for damages under the agreement per calendar year is limited to **enter the sum of money**

**comment: example wording for the example of Limitation of liability in regard to Federation Operator and Federation Member **

comment: if it fits, you can first state the following paragraph The Federation Operator offers this service on an “as is” basis, without any warranties or liabilities to the Federation Member or its End Users.

Neither the Federation Operator nor the **governing body** shall be liable for damage caused to the Federation Member or its End Users. The Federation Member shall not be liable for damage caused to the Federation Operator or the **governing body** due to the use of the Federation services, service downtime or other issues relating to the use of the Federation services. **comment: If it is permitted by the legal system of your country you can state** For any other damage, the liability for damages in case of a breach is limited to **enter the sum of money**.

Unless agreed otherwise in writing between Federation Members, the Federation Member will have no liability to any other Federation Member solely by virtue of the Federation Member’s membership of the Federation. In particular, membership of the Federation alone does not create any enforceable rights or obligations directly between Federation Members. Federation Operator and the Federation Member shall refrain from claiming damages from other Federation Members for damages caused by the use of the Federation services, service downtime or other issues relating to the use of Federation services. The Federation Member may, in its absolute discretion, agree variations with any other Federation Member to the exclusions of liability. Such variations will only apply between those Federation Members.

The Federation Member is required to ensure compliance with applicable laws. Neither the Federation Operator nor the **governing body** shall be liable for damages caused by failure to comply with any such laws on behalf of the Federation Member or its End Users relating to the use of the Federation services.

Neither party shall be liable for any consequential or indirect damage.

Neither the existence of interfederation agreements, nor the exchange of information enabled by it, shall create any new legal obligations or rights between Members or operators of any federation. Federation Operator and Federation Members remain bound only by their own respective laws and jurisdictions.

The Federation Member and Federation Operator shall refrain from claiming damages from entities in other federations involved in an interfederation agreement.

6.3 Jurisdiction and dispute resolution

This section defines how to resolve disputes concerning the Federation Policy. The way you will define this section may depend on the legal system of the country, especially in the part that sets out territorial jurisdiction.

In moment of writing of this document, in some of the existing federations current practice is that disputes are usually resolved:

- primarily through negotiation, or*
- if the issue cannot be resolved through negotiation, by submitting to the courts of law. You should determine which court of law has jurisdiction (e.g. the ordinary court at the domicile of the Federation Operator)*

In some federations time limit for negotiations is also set out, so in example wording the time frame of four weeks is given.

In this section you may also state a provision „if any clause of this Federation policy is ruled unlawful, then the rest of it remain in force”.

Example Wording:

Disputes concerning the Federation Policy shall be settled primarily through negotiation. If the issue cannot be resolved through negotiation, any disputes shall be submitted to the **enter which court of law and under which jurisdiction**.

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, each of the parties may bring the dispute before the **enter which court of law and under which jurisdiction**.

If any provision of the Federation Policy is held to be unenforceable by any court of competent jurisdiction, all other provisions will nevertheless continue in full force and effect.

6.4 Interfederation

This section defines very important aspect of the federation, which is federation being allowed to enter into interfederation agreements. Since entering into interfederation can influence technical architecture of specific Technology Profile and can impose some additional administrative steps for Members in order to benefit from services that are interfederating, those details should be described in appropriate Technology Profiles.

Via an interfederation, the federation Members will interact with entities which may be bound by very different rules and laws than the Members in this Federation. It should be made sure that this doesn't come as a surprise to the Members. A fundamental idea of an interfederation is that Members are bound by their local federation policies only and if anyone has a problem with the behavior of an entity in an Interfederation, he/she should go and check what the entity's own Federation's policy stipulates on it.

Example wording:

In order to facilitate collaboration across national and organizational borders the Federation may participate in interfederation agreements. How the potential interfederation agreement is administratively and technologically reflected for certain technology is described in appropriate Technology Profiles.

The Member understands and acknowledges that via those interfederation arrangements the Member may interact with organizations which are bound by and committed to foreign laws and federation policies. Those laws and policies may be different from the laws and policies in this Federation.

6.5 Amendment

This section should define any procedures required to get changes to the Federation Policy implemented. Depending on the way the Federation Policy comes into effect (e.g. becoming a Federation Member by unilateral declaration vs. signing and counter-signing by the Federation Operator) you will probably strive for similar procedures here.

While you could put forth separate procedures for changes to the core document vs. changes affecting only the appendices (e.g. requiring re-signing by all members if the "core" document changes, but not for changes to any of the appendices) it might be preferable to keep things simple and have the same procedure for all documents that make up the Federation Policy.

For unilateral changes by the Federation Operator it might also be appropriate to give Federation Members a notification of the upcoming changes well in advance, allowing for feedback and resolution of potential points of contention before the changes come into force.

Example wording:

The Federation Operator has the right to amend the Federation Policy from time to time. Any such changes need to be approved by the Governing Body and shall be communicated to all Federation Members in written form at least 90 days before they are to take effect.