



Update on Federation Policy Mapping

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It is unlikely that you will want to have just one single document to describe your federation to its members. Most federations will have some combination of the following:

- **A Federation Policy (see naming);**
- Technical Profile (s) for participants;
- Technical Profile (s) for the operator;
- Assurance Profiles;
- (A description of how to join);
- (A description of eligibility).

The last 2 may be separate entities on a federation operator website, or form part of one of the other documents.

Whatever approach towards your document 'set' that you take, it is recommended that you reference the location of all of the above within your core policy document.

There is little consistency as to what the federation 'policy' is called within federations. At the moment, the most common terms used are:

- Federation Policy;
- Participant's Agreement;
- Federation Rules / Rules of Membership;
- Conditions of Use;
- Federation Contract.

Make it available in English!

The Policy Document should have three sections. These sections should appear in this order:

A: STRUCTURE. GENERAL INFORMATION ABOUT HOW YOUR FEDERATION WORKS

B: TERMS OF USE. WHAT EVERYONE IS ALLOWED AND NOT ALLOWED TO DO

C: LEGAL. ALL THE LEGAL STUFF

Each section has a series of ‘content blocks’. Each of the blocks should appear in the document in the order described, but there is no need for your policy to include all of the blocks.

SECTION A SHOULD INCLUDE:

1. Definitions.
2. Background.
3. Eligibility.
4. Governance.
5. How to Join.
6. How to Withdraw.

SECTION B SHOULD INCLUDE:

1. Terms of Use (IdP).
2. Terms of Use (SP).
3. Termination / Dispute Resolution.
4. Logging. **is this a TOUI/S?**
5. Data Protection. **is this a TOUI/S?**
6. Audit. **is this an operator right/ role?**
7. Use of Attributes. **is this a TOUI/S?**
8. Operator Rights / Role.
9. Interfederation / Publish rights. **is this an operator right/ role?**

Several areas that are typically called out in a policy document that I could wrap in to other sections.

I will probably move 6 and 9, but maintain 4, 5 and 7 as separate.

SECTION C SHOULD INCLUDE:

1. Liability.
2. Jurisdiction and Legal.
3. Fee schedule.
4. Copyright.

BACK						2a,b,c,d,e,f,3a	intro-a, intro-b,13.6
ELIG						3b,4.3a	2.1
GOVE						4.1a,b,c	intro-c
JOIN						4.3b,6.1a,b,c	none
TERM						6.3a,b,c	9.2,9.3,9.4,12.1,12.2,12.3,12.4,12.5,12.6,12.7
WITH						6.2	9.1,10.1,10.2
LOGS						N/A	6.5
TOUI						4.3c,d,e,5a,b,9c	2.2,3.1,3.2,3.3,3.5,6.1,6.2,6.3,6.4,6.6,6.7,7.2,13.5,13.7
TOUS						N/A	2.2,3.1,3.2,3.3,3.5,13.5,13.7
DATA						9b	5.1,5.2
AUDI						7	7.4,8.1,8.2
ATTR						N/A	4.1,4.2,
LIAB						9a,b,c,d	2.3,2.4,4.3,7.1,7.3,7.5,7.6,7.7,7.8,
JURI						?	13.1,13.2
OPER						4.2a,b,c	intro-d,2.4,2.6,11,13.3,13.4
2119						1a	none
PUBL						3c	3.4
FEES						8	2.5

2.3. The Member acknowledges that membership of the Federation does not itself grant it or its End Users automatic access to the resources of other Members, and that such access is conditional on 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. [note 1]

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. 4.3. The Service Provider acknowledges that it is responsible for management of access rights to the Federation's resources and the Federation Operator will have no liability in respect thereof. 7.1. Unless agreed otherwise in writing between Members, the Member will have no liability to any other Member solely by virtue of the Member's membership of the Federation. In particular, membership of the Federation alone does not create any enforceable rights or obligations directly between the Member and any other Member. The Member acknowledges and agrees that the Federation Operator has no liability under these Rules or otherwise in respect of:

7.3.1. authentication of End Users (which is the responsibility of the relevant End User Organisation);

7.3.2. authorisation of End Users (which is the responsibility of the relevant Service Provider);

7.3.3. the provision of resources or services by Service Providers;

7.3.4. errors or faults in the registration or publication of Metadata;

save as may be otherwise expressly agreed in writing between the Federation Operator and the Member. 7.5. Subject to Sections 7.6 and 7.7, the Federation Operator and the Member shall be liable (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 increase in 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 or 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 the Member and the other Member.

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) for fraud.

7.8. For the purposes of this Section 7, "Federation Operator" will be deemed to include any of the Federation Operator's sub-contractors or agents.

28 UK UK federation

29 US - InCommon

30

31

DONE

- Mapping of 15 federation policies to this structure.
- Recommended structure for a policy document.
- Descriptions of each of the policy content blocks and the purpose they serve.

NOT DONE

- Suggested wording for each content block.
- Completed write up for consultation (by end June).
- Recommended a name.

- Do you want REFEDS to recommend you should call your policy X for standardization purposes?
- Do you want us to propose actual wording for each section, or is the purpose and descriptor enough? (would probably have to get legal advice if we pursue this)
- What are the chances of your federation considering these recommendations when published?