

# MEMORANDUM OF UNDERSTANDING AND CHARTER FOR THE «KALMAR UNION» IDENTITY MANAGEMENT COLLABORATIVE EFFORT

This is the charter for Kalmar Union, a collaborative effort to ease cross-national use of IT services in research and higher education in Nordic countries by developing and operating an infrastructure for authentication and authorization of end users.

This document describes the rights and obligations of the participating parties in the Kalmar Union. Each party offer this signed memorandum to the other participating parties in the Kalmar Union to confirm its rights and obligations under this union.

Founding members:

Haka (CSC - IT Center for Science Ltd.) (Finland)

FEIDE (UNINETT AS) (Norway)

WAYF – Where Are You From (Danish Agency for Libraries and Media) (Denmark)

SWAMID (SUNET) (Sweden)

RHNET (Iceland)

## *i. Terminology*

### a. Definitions of roles/types of participants and end users with the Circle of Trust

**KALMAR UNION:** The Kalmar Union is a consortium of NATIONAL FEDERATIONS who cooperate to provide each others END-USERS, HOME ORGANIZATIONS and SERVICE PROVIDERS with the ability to access other KALMAR UNION members services.

**NATIONAL FEDERATION:** A NATIONAL FEDERATION that provides authentication and attribute release services in a country and that is a member of the KALMAR UNION

**HOME ORGANIZATION:** A HOME ORGANIZATION is an entity, usually within higher education, research or related fields, which is a member of a NATIONAL FEDERATION and who's users can access services through this NATIONAL FEDERATION. A HOME ORGANIZATION can operate one or more identity provider(s), or the identity provider service may be performed by the NATIONAL FEDERATION or another party.

**IDENTITY PROVIDER:** An IDENTITY PROVIDER is an entity that offers a service that provides attributes about a HOME ORGANIZATION END USER for use with the authentication and attribute release services provided by the NATIONAL FEDERATION.

**PARTICIPANT:** A PARTICIPANT in a NATIONAL FEDERATION is a HOME ORGANIZATION and/ or a SERVICE PROVIDER with a contractual relationship to the NATIONAL FEDERATION as defined above.

**SERVICE PROVIDER:** A SERVICE PROVIDER is an entity who's services can be accessed through a NATIONAL FEDERATION by the END-USERS of a HOME ORGANIZATION, and who may or may not receive attributes about those users via the NATIONAL FEDERATION.

**END USER:** An END USER is an individual who has a confirmed affiliation with a HOME ORGANIZATION who enables this END USERS identity and other attributes to be provided according to the NATIONAL FEDERATION standard from a identity provider in such a way that the

END USER can access services from SERVICE PROVIDERS connected to the NATIONAL FEDERATION

STEERING COMMITTEE: One physical person appointed from each NATIONAL FEDERATION forms the STEERING COMMITTEE. Each physical person has one vote. The STEERING COMMITTEE shall make its decisions unanimously.

#### b. Definitions/classifications of the types of processes that can be performed

AUTHENTICATION: Authentication is the action of verifying a persons claimed identity. This is done by the Identity Provider, typically when the END USER logs into the IDENTITY PROVIDERS' dedicated authentication system.

ATTRIBUTE RELEASE: Attribute release is the transfer of one or more information elements from the IDENTITY PROVIDER to a SERVICE PROVIDER.

### *ii. Business Rules*

#### a. Responsibilities/Obligations/Rights of each role/type of participant

The responsibilities of the PARTICIPANTS in the NATIONAL FEDERATIONS that take part in the KALMAR UNION are governed by the rules and policies of the NATIONAL FEDERATIONS. Any PARTICIPANT can enter into agreement with any other without hindrance of the KALMAR UNION charter and MoU.

#### b. Transparency standards

All participating NATIONAL FEDERATIONS must provide a contact point where requests may be relayed between HOME ORGANIZATION, IDENTITY PROVIDER and/or SERVICE PROVIDER.

All END USERS should have access to sufficient information in either their own language or in English regarding the processing of their personal data via the KALMAR UNION.

#### c. Audit/verification rights

The KALMAR UNION STEERING COMMITTEE can at any time request that a NATIONAL FEDERATION address specific characteristics of its technical, organizational or practical operation that does not appear to conform with the principles laid down in this charter.

The KALMAR UNION STEERING COMMITTEE can at any time request from any NATIONAL FEDERATION any non-confidential documentation or other information the NATIONAL FEDERATION is in possession of or can acquire, concerning the operation or conduct of the NATIONAL FEDERATION itself, a HOME ORGANIZATION or a SERVICE PROVIDER where a deviation from the principles laid down in this charter appear to have taken place. The KALMAR UNION STEERING COMMITTEE can, if the above mentioned documents or information are not sufficient for its needs, visit the NATIONAL FEDERATIONS in person and request that representatives for any HOME ORGANIZATION or SERVICE PROVIDER be present there.

If the STEERING COMMITTEE finds that a NATIONAL FEDERATION or any part thereof by conduct or omission has substantially deviation from the principles laid down in this charter, a written report shall be sent the other KALMAR UNION participating NATIONAL FEDERATIONS.

#### d. Enforcement procedures

Any SERVICE PROVIDER can at any time and at its own discretion, with the detail that the current technology permits, allow or deny any END-USER, HOME ORGANIZATION or NATIONAL FEDERATION from the use of its services through the KALMAR UNION.

Any HOME ORGANIZATION and/or NATIONAL FEDERATION can at any time and at its own discretion, with the detail that the current technology permits, allow or deny any SERVICE PROVIDER or NATIONAL FEDERATION from offering services to its END-USERS through the KALMAR UNION.

Any party that has a complaint towards any END-USER may direct this to the END-USERS NATIONAL FEDERATION who shall be responsible for transmitting the complaint to the END-USERS HOME ORGANIZATION which in turn shall react towards the END-USER according to NATIONAL FEDERATION policy.

In the event that investigation of abuse is necessary, it is a responsibility of a SERVICE PROVIDER to provide relevant log entries to other PARTICIPANTS. Requests for such assistance may be made through the NATIONAL FEDERATIONS.

#### e. Liability for non-conformance

Non-conformance by END-USERS, HOME ORGANIZATIONS, IDENTITY PROVIDERS or SERVICE PROVIDERS are handled by that NATIONAL FEDERATIONS internal policies. Non-conformance by a NATIONAL FEDERATION will be handled by the other NATIONAL FEDERATIONS according to this charter.

Each NATIONAL FEDERATION sees to that best efforts are taken in order to fulfil their obligations resulting hereunder. Further, each NATIONAL FEDERATION agrees to use their best efforts to see to that their entering into this collaboration does not breach their obligations under other contracts to which they are a party, and the collaboration performed hereunder does not infringe any intellectual property or other rights of a third party.

However, no guarantee of indemnification is offered any PARTICIPANT by any other PARTICIPANT, or by any NATIONAL FEDERATION, through the KALMAR UNION Charter and MoU, and all liabilities resulting from the collaboration described herein are excluded to the maximum extent permitted by law.

### *iii. Privacy and Security Requirements*

a. Establishment of privacy floor (restrictions on use/sharing of personal information, minimum guidelines on rights to be afforded to end user regarding data integrity, verification, options regarding use)

The operation of the KALMAR UNION and all participating parties shall be in accordance with the regulations in EU directive 95/46/EC and later European Union or national regulations. END-USERS shall as a minimum requirement in relation to the KALMAR UNION always have a:

1. guarantee that only relevant information is transferred
2. right of access to all transferred information
3. information as to who is the controller in any given transaction / use of service
4. guarantee that any KALMAR UNION accessed service provides the user with sufficient information as stated in section ii litra b, regardless of whether the grounds for processing are consent.

5. guarantee that personal data is never transferred to third countries without previous informed user-given consent

b. Rules for sharing of personal information; implementation of usage directives, etc.

No relevant transfer, copying, caching or related processing of any personal data takes place outside the users own federation before consent is given, apart from that which is necessary for the consent-giving process in itself.

c. Rules for transborder data flows (if applicable)

No relevant transfer, copying, caching or related processing of any personal data to third countries takes place outside the users own federation before consent is given, apart from that which is necessary for the consent-giving process in itself.

d. Technical, operational and administrative security and authentication standards

The KALMAR UNION bases its standards on the best practice of the NATIONAL FEDERATIONS and works to promote ongoing progress using internationally recognized technology based on open standards.

Each NATIONAL FEDERATION makes sure that the HOME ORGANISATIONS are committed to high quality in management of END USERS' identities. This includes initial proofing of identity, the authentication carried out by an IDENTITY PROVIDER and quality and freshness of attributes released by the IDENTITY PROVIDER as further specified in appendix A.

e. Incident notification/response

Each NATIONAL FEDERATION shall provide the other NATIONAL FEDERATIONS with a technical support contact point. Each NATIONAL FEDERATION is responsible for support and service within it's own federation. If assistance from another NATIONAL FEDERATION is needed, the designated technical contacts of one NATIONAL FEDERATION can contact the designated technical contacts of another.

f. Confidential information

All information provided by a NATIONAL FEDERATION or a PARTICIPANT to another NATIONAL FEDERATION and/or PARTICIPANT hereunder, which is marked or otherwise specifically designated as confidential, shall be kept confidential by the receiving party and used solely for the purposes for which such information is given.

## *iv. Technical Standards*

### a. Technical standards

Among other things, the technical appendix A set the following conditions:

- Which technical standards the cross federation is based on, for example
  - Interface specifications
  - Attribute definitions
  - Technical trust management
- Contacts for administrative and technical issues.
- Guidelines for attribute exchange: Which attributes may be exchanged (this depends on the direction of federation) and how attributes in other federations are mapped to federation attributes.

### b. Encryption and confidence level

All communication which involves transfer of usernames/passwords (or other credentials), attributes or other personal information must be encrypted.

## *v. Operational Rules*

### a. Performance standards / service levels

Performance standards in and service levels The KALMAR UNION are a best effort conforming to the policies of the NATIONAL FEDERATIONS

### b. Service levels

Support on a national level conforming to the policies of the NATIONAL FEDERATIONS

### c. Project management / day to day governance

Project management and day to day governance is handled by the STEERING COMMITTEE

### d. Version Control and Change management

The KALMAR UNION follows the standards, versions and general technological level of the NATIONAL FEDERATIONS.

Changes to standards and mechanism for acceptance of changes (i.e. is electronic acceptance sufficient/enforceable, what type of electronic signature, etc.), and procedures and standards for implementation of accepted changes are decided by the STEERING COMMITTEE as described in chapter viii.

#### e. Costs

Unless otherwise agreed by the PARTICIPANTS on a per case basis, the PARTICIPANTS and NATIONAL FEDERATIONS shall not reimburse one another from the collaboration hereunder.

#### *vi. New Participant Eligibility Requirements*

Any NATIONAL FEDERATION from a country inside the EEC that has implemented the directive 95/46/EC and additional community legislation concerning personal data transfer can apply to become a member of the KALMAR UNION. Applications require written approval through a signed updated charter from all current members. Any current member can refuse to give such approval. Applications should specify how the requirements laid out in the KALMAR UNION Charter and MoU, with particular detail towards those in section iii, are implemented.

A member of the KALMAR UNION may leave the union by giving 30 days written notice to the other members.

No current member can be excluded from the KALMAR UNION unless a majority of all the current members decides that this members conduct has been in breach with the provisions laid down in this charter.

#### *vii. End User Interface Requirements*

##### a. Minimum flow-down provisions for end user / subscriber agreements

The KALMAR UNION shall strive to ensure that best practice standards, especially those concerning END USERS privacy, are continually implemented and developed.

##### b. Consistency regarding look/feel/style/branding of end user experience (to the extent appropriate)

A common WAYF (Where Are You From) service is defined for the purpose of cross-federation. Authentication through the KALAMR UNION shall visually function in such a manner that the END-USER shall be aware that this is a KALMAR UNION and not a NATIONAL FEDERATION service. To ensure that this is understood by the END-USER, he/she must have this information, be it by text or graphics, presented before any consent is given.

The technical implementation that supports this is defined the technical appendix A

## *viii: Appendices*

This Memorandum of Understanding and Charter is supplemented by the following Appendices:

- Appendix A: Technical requirements

This Memorandum of Understanding and Charter and its Appendices comprise an entity. In case of divergent interpretation, the Memorandum of Understanding and Charter itself shall prevail and thereafter the Appendices in ascending order.

The STEERING COMMITTEE is entitled to change the appendices of this Memorandum of Understanding and Charter. A written notification with a revised appendix shall be sent to the participating NATIONAL FEDERATIONS of KALMAR UNION.

Date and place \_\_\_\_\_

UNINETT AS (for FEIDE federation)

\_\_\_\_\_

Date and place \_\_\_\_\_

CSC - IT Center for Science Ltd (for Haka federation)

\_\_\_\_\_

Date and place \_\_\_\_\_

Agency for Library and Media (for WAYF federation)

\_\_\_\_\_

Date and place \_\_\_\_\_

SUNET (for SWAMI federation)

\_\_\_\_\_

Date and place \_\_\_\_\_

RHNET (for Iceland)

\_\_\_\_\_