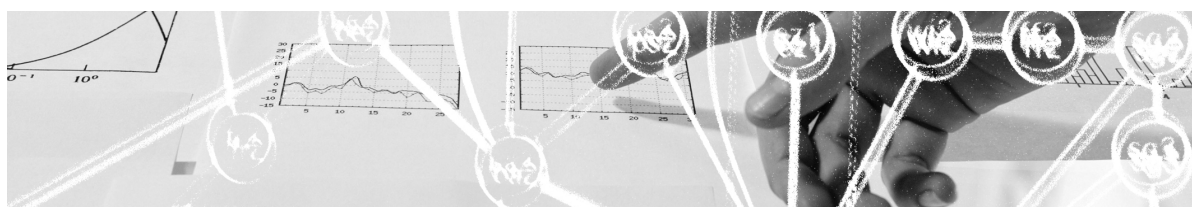


SWITCHaai Service Description



Nicole Beranek Zanon
Thomas Lenggenhager

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http://www.switch.ch/aai/docs/SWITCHaai_Service_Description.pdf

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1 Definitions and Terminology

AAI Advisory Committee	Representatives from major stakeholder groups who advise SWITCH on the strategic level regarding the SWITCHAai Federation.
AAI Community Group	The group consisting of representatives from all organisations that belong to the SWITCH Community and that are SWITCHAai Participants.
Assertion	A digital statement issued by an IdP, derived from the Digital Identity of an End User. Typically an Assertion is digitally signed and optionally encrypted.
Digital Identity	A set of information that is attributable to an End User. It is issued and managed by an IdP Operator on the basis of the identification of the End User.
End User	Typically, a human person who belongs to an organisation, typically an employee or student, who uses Federated Authentication via its IdP. ¹ However, an End User can also be a legal person, a virtual artefact (e.g. a computer process, an application), a tangible object (e.g. a device) or a group of other entities (e.g. an organisation) of an organisation.
Federated Authentication	An End User uses his Digital Identity to authenticate for accessing services offered by SP Operators within the same or a different organisation.
Federation	A federation is a collection of organizations that agree to interoperate under a certain rule set.
Federation Operator	The organization managing the Federation, operating the central components and acting as a competence centre.
Federation Technology Profile	The technology profiles specify how to use which subsets of a specific federation technology in the context of the SWITCHAai Federation.
GTC	'General Terms and Conditions for Services of SWITCH' for SWITCHAai Federation Partners as attached to the SWITCHAai Federation Partner Agreement.
Identity Assurance Profile	An Identity Assurance Profile defines requirements to an IdP Operator regarding the Digital Identities it manages and about which its IdP issues Assertions.
Identity Provider (IdP)	The system component that issues Assertions on behalf of End Users who use them to access the services of SPs.

¹ Identity Assurance Profiles will provide the means for a Service Provider to distinguish between human and non-human users.

IdP Operator (IdPO)	The organisation operating an IdP. IdP Operator refers to the legal entity that signs contracts, is a SWITCHaai participant and is responsible for the overall processes supporting the IdP.
Interfederation	An End User with a Digital Identity from one Federation can access services of an SP Operator registered in another Federation.
Metadata	The Metadata contains technical details and descriptive information about the IdPs and SPs. For interoperability in a specific context, the Metadata format definition is part of a Federation Technology Profile.
Party	SWITCH or a SWITCHaai Participant.
Service Provider (SP)	The system component that evaluates the Assertion from an IdP and uses the information from the Assertion for controlling access to protected services.
SP Operator (SPO)	The organisation operating an SP. SP Operator refers to the legal entity that signs contracts, is a SWITCHaai participant and is responsible for the overall processes supporting the SP.
Service Regulations	The 'Service Regulations for Services by SWITCH' in their respective current version under the website http://www.switch.ch/terms for the SWITCH Community.
SWITCH Community	Organisations from the SWITCH Community are defined in Annex 1 of the Service Regulations.
SWITCHaai Federation	The SWITCHaai Federation consists of the SWITCHaai Participants that cooperate in the area of Federated Authentication and authorization and, for this purpose, operate a common Federation.
SWITCHaai Federation Partner	An organisation that does not belong to the SWITCH Community but which wants to contribute to the SWITCHaai Federation and which has signed the SWITCHaai Federation Partner Agreement.
SWITCHaai Federation Partner Agreement	The agreement with the Federation Operator SWITCH which an organisation has to sign to become a SWITCHaai Federation Partner.
SWITCHaai Participant	An organisation from the SWITCH Community that participates in the SWITCHaai Federation, or a SWITCHaai Federation Partner.
SWITCHaai Website	http://aai.switch.ch

The key words "MUST", "MUST NOT", "REQUIRED", "SHALL", "SHALL NOT", "SHOULD", "SHOULD NOT", "RECOMMENDED", "MAY", and "OPTIONAL" in this document are to be interpreted as described in RFC 2119, see <http://tools.ietf.org/html/rfc2119>.

2 Introduction

The SWITCHaai Federation is introduced to facilitate and simplify the use of shared services between the SWITCHaai Participants.²

With federation technologies, an End User from a SWITCHaai Participant can use his Digital Identity to access services of Service Providers within the whole federation or based on interfederation agreements even in other federations (see SWITCHaai Website).

SWITCH as the Federation Operator coordinates and manages the necessary activities, which in the end enable the direct interoperation between End Users, the SWITCHaai Participants they belong to and SWITCHaai Federation Partners offering services.

For the SWITCH Community, the participation in the SWITCHaai Federation is a Basic Service according to the 'Service Regulations for Services by SWITCH'.

Other organisations can become SWITCHaai Federation Partner and participate in the SWITCHaai Federation by signing the SWITCHaai Federation Partner Agreement with SWITCH.

3 SWITCHaai Federation Policy

3.1 In General

This section describes the SWITCHaai Federation Policy. It defines the federation by specifying procedures and practices which allow SWITCHaai Participants to use available federation technologies for Federated Authentication and access to authorization information about individuals, resources and other objects in the SWITCHaai Federation. This policy does not directly describe practices or procedures specific to any particular choice of federation technology.

The SWITCHaai Federation Policy consists of three parts: This SWITCHaai Federation Policy Section, the Identity Assurance Profiles (see para 4.1.3) and a set of Federation Technology Profiles. The last two components of this SWITCHaai Federation Policy are of primarily technical nature and can be found on the SWITCHaai Website.

3.2 Roles

3.2.1 Overview of Roles

All roles in the SWITCHaai Federation are shown in Figure 1 below. All organisations participating in SWITCHaai are SWITCHaai Participants. They either belong to the SWITCH Community or they became SWITCHaai Federation Partner by signing the SWITCHaai Federation Partner Agreement.

All SWITCHaai Participants can become SP Operators and provide services within SWITCHaai. To become an IdP Operator, a SWITCHaai Participant has either to belong to the SWITCH Community or needs to be entitled by SWITCH. An IdP Operator identifies End Users, issues them Digital Identities and issues Assertions on their behalf upon successful authentication (see para 4.1).

² AAI = Authentication and Authorization Infrastructure

SWITCH is the Federation Operator of SWITCHaai and involves the AAI Advisory Committee as well as the AAI Community Group into the governance of SWITCHaai.

Interfederation describes the case where either the IdP or SP belongs to another federation.

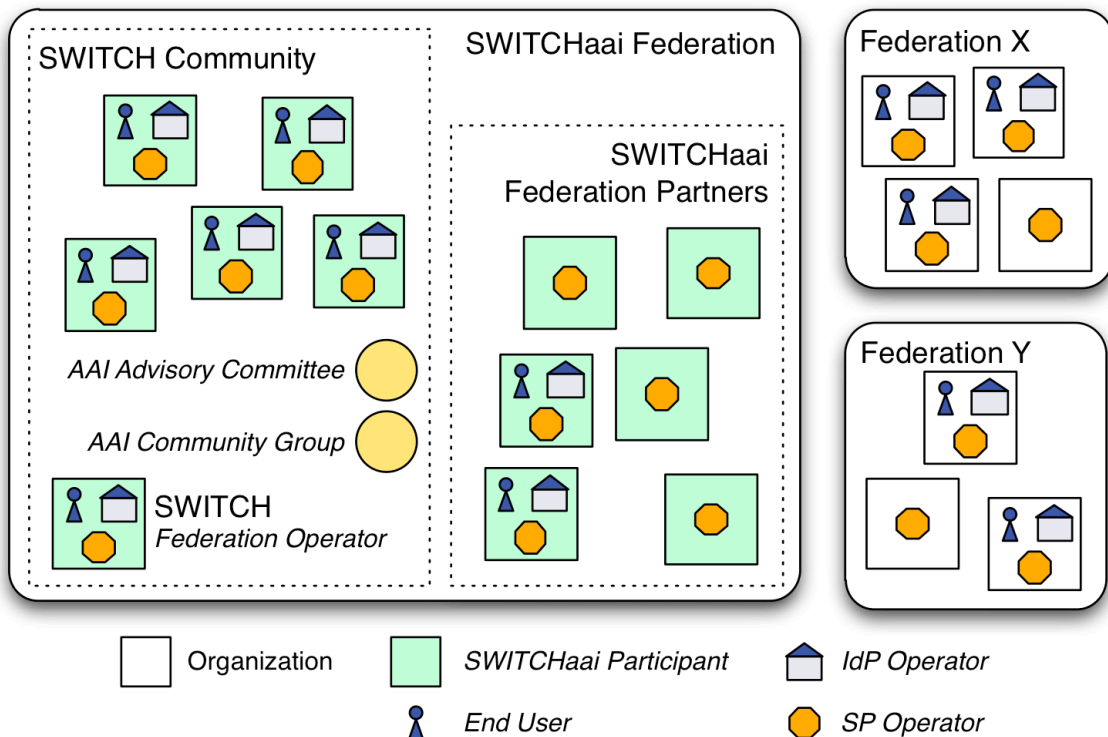


Figure 1: Roles in SWITCHaai

3.2.2 SWITCH

SWITCH acts as the Federation Operator (see para 3.3.1).

3.2.3 SWITCHaai Participant

A SWITCHaai Participant is an organisation that either belongs to the SWITCH Community and participates in the SWITCHaai Federation or is a SWITCHaai Federation Partner.

A SWITCHaai Participant that is entitled and wants to identify End Users **MUST** be an IdP Operator. A SWITCHaai Participant that wants to offer a service **MUST** be an SP Operator.

3.2.4 SWITCHaai Federation Partner

A SWITCHaai Federation Partner is an organisation that does not belong to the SWITCH Community but wants to contribute to the SWITCHaai Federation. To participate in the SWITCHaai Federation it has to sign an SWITCHaai Federation Partner Agreement with SWITCH.

3.2.5 IdP Operator

An IdP Operator identifies End Users and issues them Digital Identities.

The IdP Operator **MUST** define an identification process for End Users.

The IdP Operator role **MAY** be adopted by

- SWITCHaai Participants belonging to the SWITCH Community
- SWITCHaai Federation Partners specifically entitled by SWITCH

An IdP Operator **MUST** run an IdP. The IdP authenticates End Users based on a Digital Identity, issues them Assertions with which they can apply for access to services offered by SP Operators.

An IdP Operator **MAY** link a Digital Identity to a certain Identity Assurance Profile (see para 4.1.3).

3.2.6 SP Operator

A SP Operator relies on Assertions - issued by IdPs for authenticating users - and authorizes their access to the services operated.

Any SWITCHaai Participant **MAY** be an SP Operator.

An SP Operator **MUST** run an SP. The SP evaluates the Assertions it receives and interacts with the services it protects.

3.2.7 End User

An End User identifies himself at the IdP Operator and receives a Digital Identity from the IdP Operator. The End User accesses services offered by SP Operators based on Federated Authentication.

An End User is typically a human person who belongs to an organisation, typically an employee or student, who uses Federated Authentication via its IdP Operator. However, an End User can also be a legal person, a virtual artefact (e.g. a computer process, an application), a tangible object (e.g. a device) or a group of other entities (e.g. an organisation) of an organisation.

3.3 Governance of the SWITCHaai Federation

3.3.1 Federation Operator

SWITCH consults with the AAI Advisory Committee and the AAI Community Group for advice and opinion on new long-term developments and administrative and technical optimization.

SWITCH is responsible for maintaining formal ties with relevant national and international organisations.

3.3.2 AAI Advisory Committee and AAI Community Group

The AAI Advisory Committee represents the major SWITCHaai stakeholder groups, such as the SWITCH Community, higher education political bodies and SP Operators. The AAI Advisory Committee acts in an advisory capacity with regard to long-term AAI strategy.

SWITCH consults the AAI Advisory Committee on topics such as:

- which kind of Federation Partners to accept
- which kind of Federation Partners to entitle to operate an IdP
- entering into interfederation agreements

The Advisory Committee has no decision rights. SWITCH decides on the membership composition of the AAI Advisory Committee.

The AAI Community Group is the group consisting of representatives from all organisations of the SWITCH Community that are SWITCHAai Participants. It is an information channel and an opportunity for feedback on operational or technical issues. SWITCH maintains a list of the official representatives.

3.3.3 Change of Governance

Any changes of the governance MUST be discussed with the AAI Advisory Committee and the AAI Community Group before they are decided and published on the SWITCHAai Website.

4 SWITCHAai Federation

4.1 How does SWITCHAai work?

4.1.1 User identification

Before an End User can make use of SWITCHAai, he first has to identify himself towards the IdP Operator, i.e. at the organisation where he is e.g. student or staff member. This is a one-time action. It usually takes place as part of the matriculation or employment process.

On successful identification, the End User obtains the Digital Identity with which he can access services using Federated Authentication.

4.1.2 User access to SP

When an End User wants to access a service protected by an SP (step 1 in Figure 2 below), the SP requires the End User to authenticate himself at the IdP with his Digital Identity (step 2 & 3).

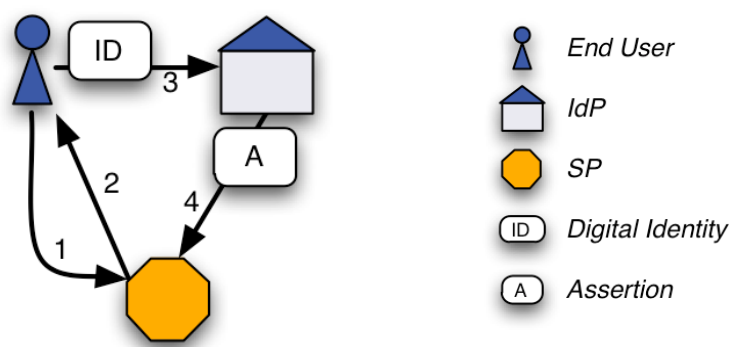


Figure 2: User access to SP

On successful authentication, the IdP issues an Assertion (step 4) with a statement about the End User. The SP then evaluates this Assertion and denies or authorizes service access for the End User.

4.1.3 Optional Identity Assurance Profiles

An IdP may decide to support one or more Identity Assurance Profiles to be able to express a specific assurance in Assertions for an End User.

An Identity Assurance Profile defines requirements to an IdP Operator regarding the Digital Identities it manages and about which it issues Assertions. An IdP is only allowed to claim conformance to the profile and refer to it in Assertions if it meets its conformance requirements.

Requirements in a Identity Assurance Profile are e.g. about the identification of an End User, the correctness of information regarding the End User, authentication methods used, work-flows in place and audits.

If a Service Provider receives an Assertion which claims conformance to an Identity Assurance Profile, it allows the SP to rate the trustworthiness of this Assertion.

5 SWITCH's Federation Operator Services

5.1 Management of the SWITCHaai Federation

5.1.1 Policy and Legal Framework

SWITCH is responsible for preparing the documents that define the policy and legal framework as well as the profiles for the SWITCHaai Federation. Changes to these documents get discussed with and reviewed by the AAI Advisory Committee as well as the AAI Community Group, with the exception of the Service Regulations.

5.1.2 Relationship with SWITCHaai Participants

SWITCH maintains close relations with the SWITCHaai Participants. SWITCH organises events where SWITCHaai Participants, primarily SP and IdP administrators, learn about new developments and can exchange their experiences in the field of Federated Authentication and authorization.

5.1.3 Promotion of SWITCHaai

SWITCH promotes the idea and concepts implemented in the SWITCHaai Federation to interest groups and organisations, which might adopt similar solutions. The focus shall be on groups with the best potential for benefits for the SWITCH Community.

5.1.4 Planning the Future for SWITCHaai

SWITCH is responsible for planning future directions and enhancements for the SWITCHaai Federation.

5.1.5 Relations

SWITCH is responsible for maintaining relationships with national and international stakeholders in the area of Federated Authentication, mainly in the sector of higher education. This especially includes contacts regarding interfederation activities.

On behalf of the SWITCHaai Federation, SWITCH can enter into agreements to increase the possibilities and benefit of it, e.g. for the exchange of Metadata with other federations or with interfederation services.

5.2 Federation Operation

5.2.1 Reference List of SWITCHaai Participants and Profiles Supported

SWITCH is responsible for maintaining and publishing a list of SWITCHaai Participants along with information about which Identity Assurance Profiles each SWITCHaai Participant meets and which Federation Technology Profiles each SWITCHaai Participant implements.

5.2.2 Resource Registry (RR)

SWITCH runs and maintains the Resource Registry: <https://rr.aai.switch.ch>

In the Resource Registry, the IdP and SP administrators from SWITCHaai Participants manage all relevant information regarding the IdPs and SPs they are responsible for. This includes contact and support information, technical configuration details, attribute requirements, attribute release policies etc.

All this data is stored in a database. Out of this database SWITCH generates Metadata files for IdPs and SPs as well as attribute release configurations useful for IdPs.

New SP entries and changes to existing SP entries in the Resource Registry require approval before they become active and are inserted into the Metadata. The 'AAI Resource Registration Authority Administrator' of the SWITCHaai Participant responsible for the SP approves it on successful check for correctness and compliance. See the documentation at the Resource Registry.

5.2.3 Metadata Service

SWITCH runs and maintains the Metadata Service, which publishes Metadata files signed by the SWITCHaai Metadata Signer certificate for use in the scope of the SWITCHaai Federation. For Metadata signing, SWITCH maintains a dedicated off-line SWITCHaai Root Certification Authority whose certificate acts as a trust anchor for Metadata verification.

5.2.4 Discovery Service (DS)

SWITCH runs and maintains a central Discovery Service (formerly known as "Where Are You From" (WAYF)). SPs are free to choose either the central Discovery Service or configure a local Discovery Service. SWITCH provides information to SP administrators on how to make use of the central or a local service.

5.2.5 Virtual Home Organisation (VHO)

The Virtual Home Organisation is the IdP of last resort for the small subset of users who should be able to access a given AAI protected service, but whose organisation cannot provide them a Digital Identity.

SWITCH runs and maintains a Virtual Home Organisation together with a web application for managing the accounts for the VHO.

SP administrators can apply to SWITCH to become user administrator for their own group of user accounts in the VHO. VHO accounts are a kind of guest accounts according to the VHO Identity Assurance Profile.

5.2.6 AAI Test Federation and Demo Sites

SWITCH runs and maintains a test federation to try out new components or configurations. An IdP and an SP within this test federation act as the public AAI Demo, where anybody can see in detail how AAI works and what can be configured: <http://www.switch.ch/aai/demo/>

5.2.7 AAI Viewer SP

SWITCH provides a test SP known as the "AAI Viewer": <https://aai-viewer.switch.ch/>

It is configured to request as many attributes as possible from the IdP and displays them on the resulting web page.

- An IdP can use it to verify whether their IdP properly interoperates with the AAI Viewer SP and whether the attribute resolving and release works as expected.
- End Users can verify which attributes their IdP can release about themselves.
- SP administrators or advanced End Users can verify if their own IdP interoperates correctly with the AAI Viewer SP, in case they experience problems with accessing another SP.

5.3 Centre of Competence

SWITCH acts as centre of competence for Federated Authentication for higher education. SWITCH tests software, recommends and documents solutions.

5.3.1 3rd-level Service desk (SWITCHaai service desk)

SWITCH offers a 3rd-level service desk for AAI related questions. It is usually staffed during standard business hours at SWITCH and can be reached by email or phone.

Details of the service desk are published on the SWITCHaai Website.

5.3.2 Software Deployment and Configuration Guides

SWITCH provides software deployment and configuration guides for selected software and operating systems for use within the SWITCHaai Federation. In addition, SWITCH provides sample configurations, which, through analogy, will ease the integration of further products.

5.3.3 Develop Missing Components

SWITCH MAY implement or have third parties implementing missing components provided they fill gaps not easily filled with readily available solutions.

Some of these components are the AAI Group Management Tool (GMT), the SWITCH Discovery Service, the Resource Registry, the uApprove user consent module for the Shibboleth IdP, the Virtual Home Organisation administration tool or the X.509 login handler for the Shibboleth IdP.

6 Rights and obligations of SWITCHaai Participant

6.1 Cooperation

The SWITCHaai Participant will cooperate with SWITCH and perform all obligations reasonably required to enable the proper working of the SWITCHaai Federation, including but not limited to providing the information, the interface data, the non-monetary resources, the rights and similar services, access rights and permissions, that SWITCH can legally operate as Federation Operator so as to allow SWITCH the compliance with its Service Description obligations hereunder. The SWITCHaai Participant will refrain from altering or otherwise interfering with the Federation Operation services and systems provided by SWITCH.

6.2 Support

The SWITCHaai Participant is responsible for providing 1st-level support (e.g. service desk or equivalent) and 3rd-level support (technical support and problem classification) to its End Users and a 2nd-level service desk for their local IdP and SP administrators.

The SWITCHaai Participant **MUST NOT** redirect user queries directly to SWITCH. SWITCHaai Participants **MUST** ensure that only relevant problems and queries are sent to the SWITCH.

Participation in the SWITCHaai Federation does not mandate any specific service level for this service, but the SWITCHaai Participant is encouraged to maintain a service desk for normal office-hours in the local time zone of the SWITCHaai Participant for queries.

6.3 Compliance

The SWITCHaai Participant will comply and will warrant that the End Users comply with this Service Description. All and any misuse of the Digital Identity by an End User will be attributed to the IdP Operator where such End User was identified.

The SWITCHaai Participant will not give access to the SWITCHaai Federation to any third party that is not an End User without the prior written consent of SWITCH.

The SWITCHaai Participant will ensure that the following Dependencies are met:

- Download, installation, integration and operation of the AAI software and tools, including updates.
- Provide technical and administrative contact information to SWITCH.
- Use server certificates according to the Federation Technology Profiles for all their AAI elements.

The SWITCHaai Participant acting as an IdP Operator will ensure that the following Dependencies are met:

- The IdP Operator **MUST** identify its End Users.
- The IdP Operator **MUST** disclose its identification and authentication process on request of a SWITCHaai Participant.

The SWITCHaai Participant acting as an SP Operator will ensure that the following Dependencies are met:

- The SP Operator gives access to its services according to its policy or its agreement of service with another SWITCHaai Participant according to para 6.7.
- The SP **MAY** require certain Identity Assurance Profiles for access to its service.

6.4 Privacy and data protection

Every IdP Operator **MUST** add the standard data protection clause to its usage rules. See para 9.6 and http://www.switch.ch/aai/docs/AAI_standard_data_protection_clause.pdf

Every SP Operator **MUST** publish a privacy and data protection policy for all services covered by the SWITCHaai Federation policy and make it available to the End User according to applicable laws.

6.5 Test account on the VHO IdP

The SWITCHaai Participant is entitled to request that an account on the SWITCH VHO for testing purposes be put at its disposition.

6.6 No partnership

On the basis of this Service Description, the SWITCHaai Participant does not become an association member, an agent, a member of a partnership in any legal kind or any other representative of SWITCH.

6.7 Agreements for Services

The SWITCHaai Participant **MAY** enter into appropriate arrangements with one or several SWITCHaai Participants concerning the delivery of or access to services. For the avoidance of doubt, such arrangements are the sole responsibility of the SWITCHaai Participant, and SWITCH **SHALL** have no obligations or responsibilities relating thereto.

7 Rights and obligations of SWITCHaai Federation Partner

7.1 In General

Paragraph 6 above also applies to the SWITCHaai Federation Partner *mutatis mutandi*. In addition to this, the following applies:

7.2 Fees

SWITCH reserves the right to charge fees, either by unit or flat, for the delivery and management of the Federation Operation services (the "Fees"). Such fees will be notified to the SWITCHaai Federation Partner in writing. Within 60 days of receiving such notice, the SWITCHaai Federation Partner SHALL confirm in writing that it approves and accepts such fees. Absent such notice, or if the SWITCHaai Federation Partner refuses to pay the fees when they become due, SWITCH is entitled to terminate the SWITCHaai Federation Partner Agreement with the SWITCHaai Federation Partner with immediate effect or upon a further notice period, as decided by SWITCH in its sole discretion.

All revisions of the fees schedule will be notified to the SWITCHaai Federation Partner in writing, and the above procedure SHALL apply to such revisions.

The fees are due and payable, without any reductions and the right to set-off, within 30 days after receipt of the invoice. After such period, the SWITCHaai Federation Partner will be deemed in default without a special warning being required.

7.3 Representations and Warranties

The SWITCHaai Federation Partner represents and warrants that it will participate in the SWITCHaai Federation in accordance with its SWITCHaai Federation Partner Agreement with SWITCH, including the GTC and this Service Description and all applicable licenses and laws including but not limited to Swiss data protection and privacy laws.

8 Rights and obligations of End User

End User MAY use SWITCHaai without fee. They MUST comply with the applicable rules of this Service Description and the rules by their SWITCHaai Participant.

They are in particular responsible and liable for the misuse of their Digital Identity towards the IdP Operator, the SP Operator and SWITCH. The End User is responsible and liable for any misuse of his username and password or other protection of his Digital Identity. The End User has no liability claims or other claims against SWITCH if, owing to negligent keeping or management of the access to his Digital Identity or because of its disclosure to third parties, unauthorised actions are made and processed by SWITCH or a SWITCHaai Participant.

They are in particular bound to para 9.8.

9 Legal conditions of use

9.1 Applicable provisions

For the SWITCH Community, participation in the SWITCHaai Federation is governed by the Service Regulations and this Service Description in their respective valid versions. These are permanently available on the SWITCH website. In case of conflicts, the Service Regulations prevail if not explicitly excluded by this Service Description.

For SWITCHaai Federation Partners, participation in the SWITCHaai Federation is based on the SWITCHaai Federation Partner Agreement with SWITCH, its General Terms and Conditions for

Services (GTC) of SWITCH, this Service Description in their respective valid versions. In case of conflicts, the GTC prevail if not explicitly excluded by this Service Description.

SWITCH is entitled to adapt this Service Description at any time. Changes will be discussed with the AAI Advisory Committee and the AAI Community Group according to para 3.3. Any modification of the Service Description will be notified to the SWITCHaai Participants in an appropriate form.

In the event of contradictions between the Service Descriptions, the more recent Service Description will take precedence over previous ones.

9.2 Audit

The SWITCHaai Federation Policy does not require any audit. However, Identity Assurance Profiles MAY impose audit requirements on SWITCHaai Participants. For this please consult the SWITCHaai Website.

9.3 Term and Termination

9.3.1 Term

To participate in the SWITCHaai Federation a SWITCH Community organisation formally applies to SWITCH.

Third parties can participate as SWITCHaai Federation Partners. SWITCH is free to accept applications for SWITCHaai Federation Partners. SWITCH MAY accept third parties as SWITCHaai Federation Partners if they add an overall value for the SWITCH Community.

Detailed information and application forms are published on the SWITCHaai Website. SWITCH communicates acceptance or denial of the participation application to the applying organisation in written form, including the reason for denying the application (if applicable).

9.3.2 Termination

Either Party MAY terminate participation by giving 12 months prior notice effective as per the end of a calendar year. Notwithstanding this, either Party MAY terminate its participation immediately:

- a) If the other Party commits a material breach which is not cured within 30 days after notice reasonably describing such breach;
- b) In case of insolvency of a Party;
- c) If the participation with all SWITCHaai Participants are terminated;
- d) If and as entitled to do so pursuant to another section of this document.

9.4 Intellectual Property / Software / SWITCH Logos

Except as provided herein, all rights and interest in the SWITCHaai Federation concept, the know-how, the documents, the tools and the software (together: the *SWITCH IP*) employed, delivered or developed by SWITCH as part of the SWITCHaai Federation delivery vests in SWITCH.

For all such SWITCH IP, SWITCH grants to the SWITCHaai Federation Partner for the term of this SWITCHaai Federation Partner Agreement and subject to payment of the Fees, a worldwide, nonexclusive, non-transferable license to use it. SWITCH permits the SWITCHaai Federation

Partner, its representatives and End Users to use such SWITCH IP, solely in connection with and for the purpose of the SWITCHaai Federation.

SWITCHaai Participants registering their entities with the Resource Registry accept that parts of the information they provide become accessible as descriptive information on web sites or get redistributed in the form of Metadata. Where information is marked with terms of use or copyright statements or other intellectual property rights, consumers of this information MUST respect the restrictions or get in contact with SWITCH to clarify its use.

SWITCHaai Participants MUST follow the design guidelines for user interface elements relevant in the scope of SWITCHaai (see <http://www.switch.ch/aai/design/>).

The SWITCH logo MAY only be used as shown in the design guidelines. The SWITCH logo is protected by trademark law and any use of the logo going beyond that specified in this paragraph or the design guidelines is forbidden without the prior express written consent of SWITCH.

9.5 Liability

Regarding liability para 7 of the Service Regulations / GTC applies.

9.6 Data privacy and protection of personal rights

Privacy concerns and data protection regulations make it mandatory that a legal basis for any transmission of user data between two SWITCHaai Participants exists.

This Service Description and the standard data protection clause (see para 6.4) is the basis for the transmission of such data and or cookies in the context of the SWITCHaai Federation.

SWITCH and each SWITCHaai Participant will at all times comply with the applicable provisions and obligations imposed by the Swiss Data Protection Acts as well as the applicable legislation of the Swiss Cantons insofar as they relate to the SWITCHaai Federation and to the processing of personal data.

SWITCHaai Participants MUST ensure that appropriate technical and organisational measures are taken against unauthorised or unlawful processing of data and against accidental loss or destruction of, or damage to, this data. They are REQUIRED to adhere to reasonable recommendations made by SWITCH to ensure compliance with the measures described in this paragraph.

SWITCH and each SWITCHaai Participant will, inter alia, (i) comply with the Swiss and EU provisions relating to the transfer of personal data abroad, (ii) comply with and include the EU Standard Contractual Clauses (or such stricter terms as may be required in certain Jurisdictions) into all agreements relevant for or relating to the transfer of data outside of the EU, and (iii) will be prevented from having remote access to personal data from any country but the countries listed hereafter: EU, EEA, Canada, Switzerland or any country subject to an official finding to guarantee an equivalent level of data protection as applicable in the EU, such as the countries of the EU white list issued by the European Commission and the list provided by the Swiss Federal Data Protection Commissioner, as amended from time to time. Any transfer of personal data to the United States may only occur after the Parties have independently verified that the recipient of such data fully complies with the EU Safe Harbour provisions, and where necessary, specific local legal requirements have been fulfilled.

9.7 Inadmissible use of SWITCHaai

Paragraph 3.1 of the Service Regulations / GTC applies in respect of inadmissible use of SWITCHaai.

9.8 SWITCH's Warranty

Paragraph 7.1 of the Service Regulations / GTC applies.

9.9 Governing Law and jurisdiction

Regarding governing law and jurisdiction para 11.4 and 11.5 of the Service Regulations / GTC apply.