

Federation Rules

The Australian Access Federation (AAF) provides a framework and support infrastructure for trusted electronic communications and collaboration within and between universities and research institutions in Australia and overseas.

This document outlines the rules and describes the obligations of the Federation Operator and participating Subscribers.

Approved by the AAF Board 11 April 2023.

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FEDERATION RULES

1. Introduction

1.1 The purpose of the AAF (“the Federation”) is to provide a mechanism for connecting members of the education and research sectors including academics, researchers, and students (“End Users”) securely and reliably to online information, infrastructure, services and resources.

1.2 Subscription to the Federation is available to organisations and institutions (“Subscribers”) which undertake or support education, research, or research and development in Australia and agree to be bound by these Federation Rules (“Rules”).

1.3 The Federation relies on Subscribers (which act as Identity Providers), to correctly and accurately provide information about the identity of the Subscriber’s End Users to other Subscribers (who act as Service Providers) which will use that information to grant (or deny) access to the Services they offer to End Users.

1.4 The scope of the Federation’s Services may be extended over time to include a broader range of Subscribers beyond the education and research sectors.

1.5 The electronic exchange of authentication information between End Users and Subscribers (in their capacity as Identity Providers and Service Providers) and the provision of support services for Subscribers may be managed by one or more Federation Operators on behalf of the Federation.

2. Authority of this document

This document forms a part of the AAF Subscription and becomes a legally binding document upon execution of the AAF Subscription Form.

3. Definitions

3.1 In these rules

| Term /Abbreviation | Definition |
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| Accounting | means the tracking of the consumption of resources by users. This information may be used for management, planning, billing, or other purposes. Real-time accounting refers to accounting information that is delivered concurrently with the consumption of the resources. Batch accounting refers to accounting information that is saved until it is delivered at a later time. Typical information that is gathered in accounting may include identity of the End User, the nature of the service delivered, when the service began, and when it ended. |
| Affiliate | means an organisation or institution which, in addition to being a Subscriber, is a registered affiliate of AAF Ltd. |
| Attribute | means Data and Metadata describing organisations, Identity Providers, Service Providers, End Users and Services within the Federation, and includes the Core Attributes and the Conditional Attributes. Attributes are used by Service Providers for service provision, including Authentication, Authorisation and Accounting operations. Service Attributes can also be used by End User systems to assist in selecting appropriate Services. |
| Australian Access Federation Limited (AAF Ltd) | means the legal entity that governs the Federation. |
| Authentication | means the process of establishing the digital identity of one entity to another entity. Commonly one entity is a client (an End User, a client computer, etc.) and the other entity is a server (computer). Authentication is accomplished via the presentation of an identity and its corresponding credentials. |

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| Authentication Service | means where an Identity Provider performs the role of End User Authentication and, where relevant, releases the Attributes for its End Users. |
| Authorisation | means the granting of specific privileges (including "no privilege") to an entity or an End User, based on their authentication, what privileges they are requesting, the current system state and authorisation rights previously granted by the Service Provider to the End User. Authorisation may be based on restrictions, for example time-of-day restrictions, or physical location restrictions, or restrictions against multiple logins by the same user. |
| Authorisation Service | means where a Service Provider grants access to End Users to services or resources made available by that Service Provider. |
| Good Practice | means the exercise of skill, diligence, prudence, foresight and judgement which would reasonably be expected by a qualified industry professional. |
| Board | means the governance committee of AAF Ltd made up of representatives of Members, in accordance with the Constitution. |
| Business Day | means a day that is not a Saturday, Sunday, or public holiday in Queensland. |
| Conditional Attributes | means a set of Attributes selected by the Federation Operator, detailed at Appendix 2 |
| Connected Systems | means hardware, software, platforms, infrastructure and other technologies, products, services, systems, processes, applications and any form of communications used to access, collect, process, maintain, use and share Data used by any Authentication Service or Authorisation Service connected to the Federation. |
| Constitution | means the document which describes the aims and objectives of the Federation, the requirements for governance of the Federation, and the articles of association. |
| Core Attributes | means a set of Attributes selected by the Federation Operator that all Identity Providers are required to support, detailed at Appendix 1. |
| Cyber Security Incident | has the meaning given in section 12M of the Security of Critical Infrastructure Act 2018 (Cth). |
| Data | means Attributes, Metadata, logging information and any other information that supports the operation of the Federation. |
| End User | means a natural person who has an association with an Identity Provider and is a user of the Federation. |
| Federation | means the Australian Access Federation (AAF), a service combining policy and technology that enables authentication, access and identity verification for the Australian education and research community. |
| Federation Operator | means AAF Ltd or any entity contracted by AAF Ltd to administer the day to day operations of the Federation. |
| Identity Provider | means any organisation or institution which has been registered by the Federation Operator and has a legal relationship with an End User to provide an Authentication Service for that End User to access the Federation. |
| Incident | means an unplanned interruption that may impact End Users' ability to access the Federation, or Services connected to the Federation. |
| Insolvency Event | means a liquidation or winding up, the appointment of a controller, administrator, receiver, manager or similar insolvency administrator to a |

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| | Subscriber or any substantial part of its assets or the occurrence of any event that has a substantially similar effect to any of the above events. |
| Member | means a research or education organisation or institution which, in addition to being a Subscriber, is also registered as a member of AAF Ltd. |
| Metadata | means structured facts that describe information, or information services as defined by the Federation Operator and updated from time to time. |
| Notifiable Data Breach | has the meaning given by section 26WE of the Privacy Act 1988 (Cth). |
| Operational Issue | means any actual or potential issue, concern, problem, compromise, Incident, Cyber Security Incident or a Notifiable Data Breach in any information technology or business systems. |
| Personal Information | means all information about a person that is 'personal information' as defined in the Privacy Act 1988 (Cth) or under any other applicable Privacy Laws. |
| Privacy Laws | means the law, principles, industry codes and policies relating to the collection, use, disclosure, storage or granting of access rights to Personal Information and includes: <ul style="list-style-type: none"> a. the Privacy Act 1988 (Cth) (and the Australian Privacy Principles established under the Privacy Act 1988 (Cth)); b. the SPAM Act 2003 (Cth); c. the Do Not Call Register Act 2006 (Cth); d. any guidelines, public interest determinations or other advices relating to Personal Information issued by the Office of the Australian Information Commissioner or the Federal Privacy Commissioner in Australia; e. any other requirement under Australian law, industry code or policy relating to the handling of Personal Information; and f. any other applicable law or binding regulation in relation to data protection, data privacy, personal data or personal information. |
| Rules | means all the rules set out in this document, including the Appendices. |
| Service Provider | means any organisation or institution that is a Subscriber and registered by the Federation Operator, that provides End Users' access to Services based on a set of Attributes that satisfy their particular authorisation requirements. |
| Services | means the Service Provider's resources and information made available to the Federation. |
| Subscriber | means any organisation that subscribes to use the Federation. |
| Subscription | means the subscription details set out in the AAF Subscription Form, which can be obtained by emailing subscribe@aaf.edu.au . |
| Unique Identifier | means a numeric or alphanumeric string that is associated with a single entity within a given system. |

4. Subscription

4.1 Subscription to the Federation is available to organisations and institutions which undertake or support education, research or research and development in Australia, including:

4.1.1 Tertiary Education Institutions, such as universities or vocational education institutions;

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4.1.2 Government, Commercial Research Institutions and not-for-profit entities;

4.1.3 Government or Commercial Product and Service Organisations delivering products or services to the education and research sector; and

4.1.4 Any other entity approved by the Board from time to time.

4.2 Subscribers will be registered to use the Federation using an eligibility criteria and registration process determined by the Board.

4.3 Subscribers may elect to apply to be a Member or Affiliate of AAF Ltd. The eligibility criteria and joining process is determined by the Board. A Subscriber does not need to be registered as a Member or an Affiliate to use the Federation.

5. Fees

5.1 Subscribers shall pay fees to AAF Ltd.

5.2 The fees will be determined by the Board.

5.3 Failure to pay the fees may result in the Subscriber being deregistered by the Federation Operator.

6. Subscriber responsibilities

6.1 The Subscriber warrants and undertakes that:

6.1.1 all and any Data, when provided to the Federation Operator or another Subscriber (as the case may be), is accurate and up-to-date and any changes in the Data (including Metadata) is provided promptly to the Federation Operator;

6.1.2 it will observe Good Practice in relation to the configuration, operation and security of its information systems;

6.1.3 it will promptly respond to any Operational Issue that may impact the Federation, any Subscriber or End User, Connected Systems or Data, and must notify the Federation Operator of the Operational Issue in writing within two [2] Business Days of first becoming aware of the Operational Issue, and provide regular updates in its management of the Operational Issue;

6.1.4 it will promptly respond to any Incident that may impact the Federation, any Subscriber, End User, Connected Systems or Data, and it must notify the Federation Operator within two [2] Business Days of first becoming aware of the Incident, and provide regular updates in its management and rectification of the Incident;

6.1.5 it will observe Good Practice in relation to the exchange and processing of any Data and in obtaining and managing the domain name service (DNS) names, digital certificates and private keys used by Connected Systems;

6.1.6 it holds and will continue to hold all necessary licences, authorisations and permissions required to meet its obligations under these Rules;

6.1.7 it will not act in any manner which damages or is likely to damage or otherwise adversely affect the reputation of the Federation, the Federation Operator, or any other Subscriber;

6.1.8 it will give reasonable assistance to any other Subscriber in investigating misuse by an End User;

6.1.9 it will keep contact information required by the Federation Operator up to date, with any changes being updated within five [5] Business Days; and

6.1.10 when acting in its capacity as a Subscriber of the Federation, it will comply with all applicable laws.

6.2 Subscribers acknowledge that participation in the Federation does not itself grant them or any of their End Users automatic access to the Federation (which includes the Services of Service Providers), and that such access may be conditional upon each Subscriber or End User agreeing to appropriate terms with the relevant Service Provider governing that access. AAF Ltd 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.

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6.3 The Subscriber acknowledges that AAF Ltd may, without incurring any liability to the Subscriber and without prejudice to any other rights or remedies of AAF Ltd, take such action or may require the Subscriber to take such action, as is necessary in the opinion of AAF Ltd to protect the legitimate interests of other Subscribers, the reputation of the Federation or AAF Ltd, or to ensure the efficient operation of the Federation.

6.4 The Subscriber may use the Federation logo in accordance with the Federation logo usage rules (located on the Policies and Resources page at <https://www.aaf.edu.au>) as determined and updated from time to time by the AAF Ltd.

6.5 The Subscriber grants AAF Ltd the right to:

6.5.1 publish the Subscriber's name and information about Services provided for the purpose of promoting the Federation; and

6.5.2 publish and otherwise use and hold the Subscriber's Metadata for the purpose of administering the operation of the Federation.

7. AAF Limited Responsibilities

7.1 AAF Ltd will:

7.1.1 Publish contact information for the Federation.

7.1.2 Promptly respond to Operational Issues and Incidents.

7.1.3 Exercise Good Practice in maintaining the security of the Federation and the Connected Systems.

7.1.4 Provide support services, including a help desk service, to Subscribers.

7.1.5 Act efficiently, honestly and fairly.

7.1.6 Comply with all applicable laws.

7.1.7 Take reasonable steps to ensure that any AAF personnel involved in the operation of the Federation are appropriately trained and qualified and follow defined policies and procedures.

8. Additional rules for Identity Providers

8.1 An Identity Provider must comply with the additional rules in this clause 8.

8.2 The Identity Provider may appoint a contractor to undertake some or all of the identity management functions of the Identity Provider. In the event that an Identity Provider appoints a contractor, the Identity Provider must ensure that the contractor complies with these Rules as if it were itself an Identity Provider. Each Identity Provider nonetheless will continue to be responsible for the performance of its functions notwithstanding that those functions may have been assigned, sub-contracted or otherwise dealt with.

8.3 The Identity Providers must collect or generate the Core Attributes.

8.4 The Identity Providers must collect or generate the Conditional Attributes.

8.5 The Identity Provider must ensure that it complies with all Privacy Laws and clause 12 of these Rules.

8.6 Identity Providers may only release Attributes to a Service Provider, or another Identity Provider, with the permission of the End User.

8.7 Each Identity Provider must have a documented process for issuing credentials that may give access to Services. This documentation must be made available to the Federation Operator upon request and the Federation Operator will encourage Identity Providers to make these procedures publicly available.

8.8 Identity Providers must ensure the accuracy of information provided about End Users, and must ensure that End Users meet the requirements in accessing the Federation, and must comply with the following:

8.8.1 Credentials of End Users who are no longer permitted by the Subscriber to access the Federation must be revoked promptly;

8.8.2 Where Unique Identifiers are associated with an End User, the Identity Provider must ensure that these Attribute values are not re-issued to another End User; and

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8.8.3 Where an End User's status, or any other information described by the Attributes, changes, the relevant Attributes must be also changed as soon as possible.

8.9 The Identity Provider must use reasonable endeavours to provide those End Users in respect of whom the Identity Provider provides Attributes with appropriate information on how to use their credentials safely and securely.

8.10 The Identity Provider must ensure that sufficient logging information is retained for the period specified by the Federation Operator to be able to associate a particular End User with a given session that the Identity Provider has Authenticated.

8.11 The Identity Provider must make anonymised usage and log information available to the Federation Operator for the purposes of assisting the Federation Operator to troubleshoot access issues and develop aggregated/anonymised usage statistics.

8.12 The End User will be responsible for their acts or omissions, including abiding by any licences or other agreements, and complying with the policies set by the Identity Provider and/or the Service Provider. If an End User is subject to conflicting policies, then the more restrictive policy will apply.

8.13 An Identity Provider must provide a mechanism for transfer of the 'auEduPersonSharedToken' Core Attribute value when an End User transfers to another Identity Provider.

9. Additional rules for Service Providers

9.1 A Service Provider must comply with the additional rules set out in this clause 9.

9.2 A Service Provider may appoint a contractor to undertake some or all of the activities required in the supply of the services of the Service Provider. In the event that a Service Provider appoints a contractor, the Service Provider must ensure that the contractor complies with these rules as if the contractor was itself a Service Provider. Each Service Provider nonetheless will continue to be responsible for the performance of its functions notwithstanding that those functions may have been assigned, sub-contracted or otherwise dealt with.

9.3 The Service Provider must not disclose to third parties any Attributes supplied by Identity Providers other than those where the relevant End User has given prior informed consent to such disclosure.

9.4 The Service Provider must make available on its website, and to any Subscriber, End User or any other body that uses its Services, any requirements and/or policies applicable when accessing its Services.

9.5 The Service Provider must ensure that it complies with all Privacy Laws and clause 12 of these Rules.

9.6 The Service Provider may only use the Attributes for the following purposes:

9.6.1 Authorising access to the service for which the Attributes have been provided;

9.6.2 recording End User access, and retention of records, in order to facilitate traceability of End Users via an Identity Provider;

9.6.3 personalisation of a user interface;

9.6.4 providing End User support; and

9.6.5 generating aggregated anonymised usage statistics for Services development and/or for other purposes agreed in writing from time to time with the Identity Provider.

9.7 Service Providers that wish to use Attributes in other ways should arrange this either by obtaining informed consent from each individual End User, or by contract with Identity Providers who are then responsible for informing their End Users.

9.8 The Service Provider acknowledges that it is responsible for management of Authorisation to its Services and AAF Ltd and Identity Providers will have no liability in respect thereof.

10. Modern Slavery

In this clause 10:

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Modern Slavery Laws means the *Modern Slavery Act 2018* (Cth) and the *Modern Slavery Act 2018* (NSW) and any relevant regulations or ancillary legislation published in respect of the above or any similar modern slavery legislation in another jurisdiction of which AAF Ltd is required to comply.

Modern Slavery Offence means:

- a. any conduct which would constitute 'modern slavery' under the *Modern Slavery Act 2018* (Cth); and
- b. any other conduct or practices which amount to an offence under any of the Modern Slavery Laws.

10.1 At the date of entering into the Subscription and these Rules, the Subscriber represents and warrants that it:

10.1.1 has no knowledge of any Modern Slavery Offence currently occurring within its organisation or supply chain; and

10.1.2 takes and will continue to take reasonable steps to identify the risk of, and prevent the occurrence of, Modern Slavery Offences within its organisation or supply chains.

10.1.3 Without limiting clause 10.1 above, the Subscriber represents and warrants to AAF Ltd that in relation to any services procured from, or subcontracted or outsourced to, third parties for the provision of the services (including, for the avoidance of doubt, in the capacity of an Identity Provider and Service Provider) under these Rules, the Subscriber has taken, or will, prior to procuring, sub-contracting or outsourcing any such services from or to a third party, take, and will continue through the Subscription to take all reasonable steps to confirm that such third party is not engaging in Modern Slavery Offences.

10.1.4 The Subscriber will notify AAF Ltd in writing as soon as practicable and no later than ten [10] Business Days upon becoming aware of any Modern Slavery Offence (or of any charges laid or orders made in relation to a Modern Slavery Offence) within its organisation or supply chain.

10.1.5 If requested by AAF Ltd, the Subscriber will, subject to any existing confidentiality requirements and any relevant law, take all reasonable steps to provide AAF Ltd with any information, reports or documents in relation to any Modern Slavery Offence or any risk of a Modern Slavery Offence within the Subscriber's organisation or supply chain, including if required the completion of a self-assessment questionnaire.

11. Anti-corruption

In this clause 11:

Anti-bribery Laws means all laws, statutes, regulations and directives from a Government Authority in relation to anti-bribery and anti-corruption.

Government Authority means any governmental, semi-governmental, municipal, statutory, judicial or quasi-judicial authority, department, agency, body, entity, organisation, commission or tribunal.

11.1 Compliance with Anti-bribery Laws

The Subscriber must and must ensure that its personnel (including, for the avoidance of doubt, its directors, officers and employees):

11.1.1 comply with all applicable Anti-bribery Laws;

11.1.2 comply with any AAF Ltd policy regarding Anti-bribery as provided to the Subscriber from time to time;

11.1.3 do not directly or indirectly make any offer, transfer of consideration (in the form of money or otherwise), or granting authorisation of any offer or consideration, to any AAF Ltd personnel or any public official (whether Australian or other foreign), that will enable it an unfair or improper advantage under the Subscription and these Rules; and

11.1.4 immediately report to AAF Ltd any request or demand that may consist of a material financial or other advantage which may be unlawful in connection with the Subscription and these Rules.

11.2 Representations and notification

The Subscriber:

11.2.1 warrants that it has not been convicted of any anti-bribery offence under any applicable Anti-bribery Laws;

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11.2.2 will immediately notify AAF Ltd if it has publicly announced it is subject to an investigation by a Government Authority for a suspected or actual breach of any Anti-Bribery Laws; and

11.2.3 agrees that if:

- (i) the warranty in clause 11.2.1 is or becomes false; or
- (ii) the Subscriber is convicted of an offence under any Anti-Bribery Laws,

then AAF Ltd may immediately terminate this agreement upon written notice to the Subscriber.

12. Data protection and privacy

12.1 A Subscriber must, when acting in its capacity as a Subscriber of the Australian Access Federation, comply with:

- (a) any applicable legislation regarding data protection and privacy, including without limitation, the Privacy Laws;
- (b) its obligations under the Privacy Laws in relation to its provision of the Connected Systems, and storage of Personal Information and Data;
- (c) all directions and instructions of the Federation Operator in relation to actual or potential:
 - (i) security or data breaches relating to Connected Systems;
 - (ii) configurations of the Connected Systems that may lead to a security or data breach;
 - (iii) unauthorised access to Personal Information and/or Data; or
 - (iv) Operational Issues; and
- (d) all existing policies of AAF Ltd regarding data protection and privacy and all reasonable directions of the Federation Operator in relation to data protection and privacy.

12.2 Each Subscriber acknowledges and agrees that, should it fail to comply with any direction or instruction of the Federation Operator in accordance with section 12.1(c) within five (5) Business Days, the Federation Operator may, without further notice to the Subscriber, take all necessary action on behalf of the Subscriber to comply with such direction or instruction, which may include sending communications on the Subscriber's behalf, notifying relevant authorities, and suspending the Subscriber's use of the Federation.

12.3 The Federation Operator will, when collecting and handling Personal Information, comply with applicable legislation regarding data protection and privacy, including without limitation, the Privacy Laws.

12.4 Each Subscriber acknowledges and agrees that the Federation Operator may use, disclose or otherwise deal with any Data or Personal Information collected or obtained in connection with the Federation as required or authorised by or under law (including any Privacy Laws) or any court or tribunal order.

12.5 If a Subscriber becomes aware or suspects that it has gained unauthorised access to any Data or Personal Information of another Subscriber, it must:

- (a) immediately notify the Federation Operator of the unauthorised access and provide all relevant information;
- (b) promptly take all necessary steps to destroy or de-identify all copies of such Data and/or Personal Information;
- (c) promptly do all things within its power to remedy any consequences associated with the unauthorised access; and
- (d) comply with all reasonable directions of the Federation Operator in relation to the unauthorised access.

12.6 Each Subscriber will take reasonable steps to ensure the security and safety of the Personal Information and Data held by the Subscriber, including by implementing and maintaining reasonable and current data protection and cyber security procedures and technologies.

12.7 The Subscriber hereby consents to the AAF Ltd publishing or otherwise making available information in relation to the Subscriber as may be required, in the case of a Notifiable Data Breach or Cyber Security Incident, by the Office of

the Australian Information Commissioner and/or the Australian Cyber Security Centre as required to comply with the Privacy Laws and/or the Security of *Critical Infrastructure Act 2018* (Cth).

13. Disclaimer and limitation of liability

13.1 Unless agreed otherwise in writing between Subscribers, the Subscriber will have no liability to any other Subscriber solely by virtue of the Subscriber's participation in the Australian Access Federation. In particular, participation in the Federation alone does not create any enforceable rights or obligations directly between Subscribers.

13.2 Each Subscriber indemnifies AAF Ltd, and shall keep AAF Ltd indemnified, against any loss suffered, or liability incurred, by AAF Ltd as a result of a claim made by an End User for which the Subscriber provided access to the Federation to the extent that loss or liability arises as a direct result of the unlawful or negligent act or omission of that Subscriber. The indemnifying Subscriber will not be liable for any special, indirect or consequential loss or damage (including loss of data, loss of income or profit) which would not be recoverable if a claim for damages were made in tort or for breach of contract.

13.3 The Subscriber acknowledges and agrees that AAF Ltd has no liability under these Rules or otherwise in respect of:

13.3.1 Authentication of End Users (which is the responsibility of the relevant Identity Provider);

13.3.2 Authorisation of End Users (which is the responsibility of the relevant Service Provider);

13.3.3 The provision of resources and services by Service Providers;

13.3.4 Errors or faults in the registration or publication of Metadata; and

13.3.5 The fitness of Metadata and Attributes for any purpose except as may otherwise be expressly agreed in writing between AAF Ltd and the Subscriber.

13.4 The Subscriber acknowledges and agrees that, although AAF Ltd may carry out certain auditing, monitoring and verification activities pursuant to Section 14.1, AAF Ltd will not be obliged to carry out such activities and will have no liability to any Subscriber in respect of such activities.

13.5 Subject to clause 13.6, and to the maximum extent permitted by law, neither AAF Ltd nor any other Subscriber will be responsible for any loss or damage of any kind suffered by a Subscriber or an End User arising out of their use of the Federation or any shared research or education resources or services.

13.6 For the purposes of this Section 13, "AAF Ltd" will be deemed to include AAF Ltd's subcontractors or agents.

14. Audit and compliance

14.1 The Subscriber acknowledges and agrees that AAF Ltd will, on reasonable notice to the Subscriber, have the right to audit the Connected Systems and the Subscriber's processes and documentation to verify that the Subscriber is complying with these Rules. The Subscriber shall co-operate with and provide such assistance as reasonably required by AAF Ltd in connection with such audit.

14.2 Whether pursuant to an audit or otherwise, if AAF Ltd has reasonable grounds for believing that the Subscriber is not complying with these Rules, then AAF Ltd may notify the Subscriber of such non-compliance in sufficient detail to allow the Subscriber to take appropriate remedial action. Following receipt of such notice, the Subscriber must promptly and in any event within thirty [30] days of such notice, remedy the non-compliance. If the Subscriber has not remedied the non-compliance to AAF Ltd's reasonable satisfaction within thirty [30] days of the notice, then AAF Ltd may terminate the Subscriber's participation in the Australian Access Federation.

15. Termination

15.1 A Subscriber may voluntarily withdraw from the Subscription upon twenty [20] Business Days' notice to AAF Ltd. The Subscriber acknowledges and agrees that if it voluntarily withdraws from the Subscription in accordance with this clause 15.1, it will not be entitled to any refund of subscription fees paid to AAF Ltd.

15.2 AAF Ltd may dissolve the Federation upon no less than six [6] months' notice to all Subscribers, or the end of the subscription period, whichever is the longer.

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15.3 AAF Ltd may terminate a Subscription with immediate effect by giving written notice to the Subscriber, without any compensation or damages due to the Subscriber, but without prejudice to any other rights or remedies which either the Subscriber or AAF Ltd may have, if the Subscriber:

15.3.1 is subject to an Insolvency Event;

15.3.2 commits a material breach of these Rules which is not capable of remedy;

15.3.3 commits a material breach of these Rules, which is capable of remedy and does not remedy the breach within fourteen (14) days after being notified by the Federation Operator that it requires the breach to be remedied;

15.3.4 fails to comply with any direction or instruction of the Federation Operator in accordance with section 12.1(c) within seven [7] days, and does not remedy this failure and inform the Federation Operator the failure has been remedied within fourteen (14) days after being notified by the Federation Operator of its noncompliance with section 12.1(c); or

15.3.5 fails to pay any subscription fees within ninety [90] days of the due date.

16. Consequences of cessation of subscription

Following cessation of the Subscriber's Subscription (under any circumstances):

16.1 The Federation Operator will cease to publish the Subscriber's Metadata and will inform the remaining Subscribers that the Subscriber is no longer a Subscriber;

16.2 The Subscriber will, at its own cost:

16.2.1 cease to hold itself out as being a Subscriber and, if it is an Identity Provider will inform its End Users that its Subscription has ceased; and

16.2.2 remove the Federation logo from all of its materials.

16.3 The Subscriber will not be entitled to any refund of any amounts paid.

17. Changes to Rules

17.1 AAF Ltd may, from time to time publish amendments to the Rules, which will become binding upon the Subscriber at the time provided for in the amendment. AAF Ltd will make the latest version of these Rules available on the AAF website (www.aaf.edu.au). AAF Ltd will also communicate changes to these Rules in writing to all Subscribers and, where practicable, will provide Subscribers with reasonable advance notice of the amendments to the Rules.

18. Dispute resolution

18.1 If any dispute arises between the parties arising from or relating to these Rules (Dispute), AAF Ltd or the Subscriber will refer the Dispute to their respective authorised representatives, whereupon the AAF Ltd representative and the Subscriber representative will promptly discuss the dispute with a view to its resolution. Except where the party seeks urgent interim or interlocutory relief, a party may not commence any court, tribunal or other similar proceedings relating to the Dispute unless it has complied with this clause.

18.2 If a party believes that a Dispute has arisen it must provide a written notice to the other party or parties setting out full details of the Dispute (**Dispute Notice**).

18.3 There will be a period of thirty [30] days from the service of a Dispute Notice during which the authorised representatives of the parties must participate in good faith negotiations to attempt to reach a written agreement regarding the Dispute detailed in the Dispute Notice.

18.4 If, following the expiry of the period described in clause 18.3 no written agreement has been reached regarding the matters set out in the Dispute Notice, either party may, by written notice to the other party submit the dispute for mediation pursuant to clause 18.5.

18.5 Any Dispute submitted for mediation under this clause 18 will be conducted in accordance with the mediation rules of the Resolution Institute (ACN 008 651 232).

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18.6 The parties may agree on the identity of the mediator appointed to mediate a Dispute, provided that where the parties are unable to agree on the identity of the mediator within fifteen [15] days of the Dispute being submitted for mediation, either party may request that a mediator be appointed by the Resolution Institute (ACN 008 651 232).

18.7 If a Dispute referred to mediation under clauses 18.4 or 18.5 is not resolved within twenty [20] days after the mediator was appointed or any further time period agreed by the parties in writing, the dispute resolution process under this clause 18 will be terminated and either party may commence legal proceedings in respect of the Dispute.

18.8 The cost of any mediator will be shared equally between each party. Each disputing party will bear their own costs of participating in any such mediation.

19. General

19.1 These Rules are governed by the law in force in the state of Queensland, Australia and the Commonwealth of Australia. The parties submit to the non-exclusive jurisdiction of courts of the State of Queensland and the Commonwealth of Australia including the Federal Court and any courts that may hear appeals from those courts about any proceedings in connection with these Rules.

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

19.3 A notice, consent, approval, waiver or other communication (notice) in connection with these Rules must be in writing and signed by the sender or a person authorised by the sender. A notice may be given by hand delivery, prepaid post or by electronic message to the recipient's current address for service for notices (located at <https://aaf.edu.au/about/contact-us/>) or as amended by notice from time to time. Notice will be deemed to be received:

19.3.1 if hand delivered, at the time of delivery;

19.3.2 If by pre-paid post, three [3] Business Days after the date of posting or seven [7] Business Days after the date of posting if posted to or from a place outside Australia; or

19.3.3 If by email, when the sender receives an automated message confirming delivery or eight [8] hours after the message has been sent (as recorded on the device from which the sender sent the message) unless the sender receives an automated message that the electronic message was not delivered or the sender knows or reasonably should know that there is a network failure and accordingly knows or suspects that the electronic message was not delivered, unless a notice is received after 5.00 pm on a Business Day in the place of receipt or at any time on a non-Business Day, in which case, that notice is deemed to have been received at 9.00 am on the next Business Day.

19.4 The Subscriber may not assign or otherwise transfer its Subscription of the Federation without the prior written consent of AAF Ltd.

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20. Appendix 1 Core Attributes

| Attribute | Example values |
|-----------------------------------|---|
| auEduPersonSharedToken | ZsiAvfxa0BXULgcz7QXknbGtfkx |
| displayName | Jack Dougherty |
| eduPersonAffiliation | staff; member |
| eduPersonEntitlement | urn:mace: washington.edu:confocalMicroscope http://www.sirca.org.au/contract/GL123 |
| eduPersonScopedAffiliation | staff@uq.edu.au; member@uq.edu.au |
| eduPersonTargetedID | https://example.edu.au/idp/shibboleth!https://sp.example.edu.au/shibboleth!a6c2c4d4-08b9-4ca7-8ff9-43d83e6e1d35 |
| AuthenticationMethod | urn:oasis:names:tc:SAML:2.0:ac:classes:PasswordProtectedTransport |
| eduPersonAssurance | https://refeds.org/assurance/ID/unique; https://refeds.org/assurance/IAP/local-enterprise; https://refeds.org/assurance/IAP/low; https://refeds.org/assurance/IAP/medium; https://refeds.org/assurance/ATP/ePA-1m |
| o | The University of Queensland |
| Mail | j.dougherty@uq.edu.au |
| sn (Surname) | Dougherty |
| givenName | Jack |
| homeOrganization | uq.edu.au |
| homeOrganizationType | urn:mace:terena.org:schac:homeOrganizationType:au:university |
| eduPersonPrincipalName | dougherty@uq.edu.au |
| SAMLSubjectID | dougherty@uq.edu.au |
| SAMLPairwiseID | CCDMK3UFVUD4MWCUBZDSL45HOPTA3XY@uq.edu.au |

21. Appendix 2 Conditional Attributes

| Attribute | Example values |
|-----------------------|---------------------------------------|
| eduPersonOrcid | https://orcid.org/0000-0002-1825-0097 |

Identity Providers are required to support Attributes in Appendix 2 where they have implemented systems to support the Conditional Attributes.