

Hong Kong Access Federation (HKAF) Federation Policy

Version 1.1

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1. Document Control

1.1 Document Status

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1.2 Document History

Version Number	Revision Date	Summary of Changes	Authored By	Approved By
1.0	15-Jun-2017	Official release	AFWG	JUCC Steering Committee
1.1	21-Dec-2017	<ul style="list-style-type: none">Amendment of the 'Identity Management Practice Statement' section in p.14 to specify the lowest common level of identity assurance requirementsAmendments of some terms in p.4, 9 &15	HKAF Operator Team	JUCC Steering Committee

2. Definitions and Terminology

Term /Abbreviation	Definition
Agent	The organization operating the Identity Provider (IdP) on behalf of the Home Organization, if applicable.
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.
Attribute	The End User's personal data as managed by the Home Organization or its Agent, such as (but not limited to) name, e-mail and role in the Home Organization.
Attribute Authority	An organization responsible for managing additional Attributes for an End User of a Home Organization.
Authentication	Process of proving the identity of a previously registered End User.
Authorization	Process of granting or denying access rights to a service for an authenticated End User.
Core Attributes	A set of Attributes selected by the Federation that all Home Organizations are REQUIRED to collect or generate for their IdPs.
Data Protection Profile	The Data Protection Profile defines the rules that Federation Members SHALL adhere to for their Service Providers wanting to receive via the Federation End Users' Attributes from their Home Organizations or their Agent and /or Attribute Authority for providing access to the protected resources or services.
Digital Identity	A set of information that is attributable to an End User. Digital identity consists of Attributes. It is issued and managed by a Home Organization and zero or more Attribute Authorities on the basis of the identification of the End User.
End User	Any natural person affiliated with a Home Organization, e.g. as an employee, researcher or student, making use of the service of a Service Provider.
Federation	The Hong Kong Access Federation (HKAF).
Federation Member	An organization that has joined the Federation by agreeing to be bound by the Federation Policy in writing. Within the federation framework, a Federation Member can act as a Home Organization and /or a Service Provider Organization and/or an Attribute Authority.
Federation Operator	The organization managing the day-to-day operations of the Federation, operating the central components and acting as a competence centre.
Federation Technology Profile	The federation technology profile specifies how to use the subsets of the specific federation technology in the context of the HKAF Federation.
HKAF Community Group	The group consisting of representatives from all HKAF Federation Members, which is an information channel and provides an opportunity for discussion and feedback on operational or technical issues.
HKAF Operator Team	The group consisting of representatives from core members of the Joint Universities Computer Centre Ltd. (JUCC) and appointed by the JUCC Steering Committee, taking up the role of the Federation Operator.

HKAF Steering Committee	The governance body of HKAF which is appointed by the Steering Committee of the Joint Universities Computer Centre Ltd. (JUCC)
Home Organization	The organization with which an End User is affiliated. It is responsible for authenticating the End User and managing End Users' digital identity data.
Identity Assurance Profile	An Identity Assurance Profile defines the requirements to a Home Organization regarding the Digital Identities it manages and about which its IdP issues Assertions.
Identity Management	Process of issuing and managing End Users' digital identities.
Identity Provider (IdP)	The system component that issues Attribute assertions on behalf of End Users who use them to access the services of Service Providers.
Identity Provider Management Standard	The Identity Provider Management Standard sets the rules that Federation Members MUST adhere to for their Identity Providers connected to the Federation.
Interfederation	Voluntary collaboration of two or more Access (or Identity) Federations to enable End Users in one Access Federation to access services of a SP registered in another Access Federation.
Joint Universities Computer Centre Ltd. (JUCC)	The legal entity that owns the HKAF Federation, enters into agreements with Federation Members, appoints the HKAF Steering Committee, Federation Operator and determines the subscription fees.
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.
Personal Data	Any information relating to an identified or identifiable natural or legal person, if applicable.
Service Provider (SP)	The system component which offers the desired service to the End User. It evaluates the authentication outcome and attributes that the IdP of the Home Organization and /or Attribute Authority asserts for the End User for controlling access to the protected services /resources.
Service Provider Management Standard	The Service Provider Management Standard sets the rules that HKAF Federation Members MUST adhere to for their Service Providers connected to HKAF.
Service Provider Organization	An organization that is responsible for offering the End User the service he or she desires to use. It may rely on the authentication outcome and attributes that Home Organizations and Attribute Authorities assert for its End Users to its SP.

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>.

3. Introduction

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

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

In addition to the Federation Technologies, the Federation implements a supporting Identity Assurance Framework. The Identity Assurance Framework are represented by a set of Identity Assurance Profiles, while each Federation Technology implemented is represented by a corresponding Federation Technology Profile. These profiles are based on current and evolving standards.

Identity Management are the processes by which Identity Providers first issue and then manage identities throughout their life-cycles and by which they also make Claims of identity for Subjects (e.g. individuals, resources and other objects). A Claim of identity is an electronic representation, using a specific identity management technology, of a set of attributes identifying a Subject.

An Identity Assurance Profile describes levels of trust in claims and organizations. An Identity Assurance Profile allows a Service Provider to determine the degree of certainty that the identity of a Subject presenting a Claim of identity is truly represented by the presented claim. This degree of certainty is represented by a commonly agreed-upon "Level of Identity Assurance". Identity assurance is to a large extent independent of the technology used to convey Claims of identity.

The Federation Technology Profiles describe concrete realisations of the Policy and Assurance Profiles in terms of specific technologies (e.g. SAML). By employing specific choices of technologies for identification and authorization this Policy may be used to support federated identity for a wide range of applications. The use of federation technology (e.g. SAML, 802.1x, WS-Federation, OpenID) is governed by a Federation Technology Profile.

The Federation Policy document defines the Federation by defining the obligations and rights of the Federation Members, and the procedures and practices which allows them to use available Federation Technologies for electronic identification and for access to authorization information about End Users in the Federation. In what follows the Hong Kong Access Federation is abbreviated HKAF.

This Policy does not directly describe practices or procedures specific to any particular choice of Federation Technology. They are covered in a separate set of documents (e.g. profiles and standards).

The table below summarizes the documents (including but not limited to profiles and standards) that are referred to from relevant sections in the Federation Policy. The updated list of these documents are available on the HKAF website (<https://www.hkaf.edu.hk>).

Document Type	Document	Purpose
Identity Assurance Profile	HKAF Level-1 Identity Assurance Profile	Describes level of trust in claims and organizations
Federation Technology Profile	SAML WebSSO Technology Profile	Describes concrete realisations of the Policy and Assurance Profiles in terms of specific technology - SAML
Attribute Management	Attribute Profile	Defines the sets of Core and Recommended Attributes with detailed information and guidance on their values and uses that the deployment of Identity Providers and Service Providers MUST follow
Service Provider Management	Data Protection Profile	Defines the attribute processing principles that the deployment of Service Provider MUST follow
	Service Provider Management Standard	Defines the rules that the deployment of Service Provider MUST follow
Identity Provider Management	Identity Provider Management Standard	Defines the rules that the deployment of Identity Provider MUST follow

4. Purpose and Scope

The purpose of HKAF is to make it possible for Federation Members to provide services to End Users in the Federation. This is accomplished by making infrastructure for federated identification and authentication available to the higher education and research community in Hong Kong and Macau, including but not limited to universities and other post-secondary education and research institutes, government agencies and private sector organizations involved in higher education and research.

The scope of the HKAF Federation Policy is limited to those technologies which are capable of supporting federated secure authentication and authorization of users as described by the **Federation Technology Profiles**. The set of procedures and practices described in this document applies equally to all Federation Technology Profiles and associated profiles and standards. Compliance with the Federation Policy for a Federation Member also implies its compliance with the applicable profiles and standards.

In order to facilitate collaboration across national and organizational borders HKAF MAY participate in interfederation agreements.

5. Governance and Roles

The Hong Kong Access Federation (HKAF) is owned and operated by the Joint Universities Computer Centre Ltd. (JUCC). The governance of the Federation is delegated to the HKAF Steering Committee. The operation of the Federation is delegated to the HKAF Operator Team.

The membership composition of both the HKAF Steering Committee and the HKAF Operator Team is determined by the JUCC Steering Committee. The members of both the HKAF Steering Committee and the HKAF Operator Team are appointed by the JUCC Steering Committee.

5.1 Governance

In addition to what is stated elsewhere in the Federation Policy, the HKAF Steering Committee is responsible for:

- a. Setting criteria for membership for the Federation.
- b. Determining whether to grant or deny an application for membership in the Federation.
- c. Determining whether a Federation Member is entitled to act as Home Organization.
- d. Revoking the membership if a Federation Member is in a breach of the Policy.
- e. Determining future directions and enhancements for the Federation together with the Federation Operator who prepares the plans.
- f. Approving entering into interfederation agreement.
- g. Maintaining formal ties with relevant national and international organizations.
- h. Approving changes to the Federation Policy prepared by the Federation Operator.
- i. Addressing financing of the Federation.
- j. Approving the fees to be paid by the Federation Members to cover the operational costs of the Federation, on proposal of Federation Operator.
- k. Deciding on any other matter referred to it by the Federation Operator.

5.2 Obligations and Rights of Federation Operator

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

- Secure and trustworthy operational management of the Federation and providing central services following the procedures and technical descriptions specified in this policy and associated documents (as introduced in Section 3).
- Providing support services for Federation Members' appropriate contact persons to work out operational problems regarding the Federation services.
- Acting as centre of competence for Access Federation: tests software, recommends and documents solutions, provides software deployment and configuration guides for selected software and operating systems for use within the Federation.
- Prepares and presents issues to the HKAF Steering Committee.
- Maintaining relationships with national and international stakeholders in the area of Access

/Identity Federations. This especially includes contacts regarding interfederation activities and work with other Identity Federations in the area of harmonization.

- Promoting the idea and concepts implemented in the Federation so prospective Federation Members learn about the possibilities of the Federation.

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

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

5.3 Obligations and Rights of Federation Members

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

- SHALL appoint and name an administrative contact for interactions with the Federation Operator.
- MUST comply with the obligations of the **Federation Technology Profiles** which it implements.
- MUST ensure that the IT systems used in implemented **Federation Technology Profiles** are operated securely.
- MUST ensure that all and any data, when provided to the Federation or another Member (as the case may be), are accurate and up-to-date and any changes to Metadata are provided promptly to the Federation Operator.
- MUST cooperate with the Federation Operator and other Members in resolving incidents.
- MUST NOT act in any manner which damages or is likely to damage or otherwise adversely affect the reputation of the Federation.
- MUST pay the fees. Prices and payment terms are specified under Subscription Plan and Pricing on the HKAF website (<https://www.hkaf.edu.hk>).
- MUST acknowledge that participation in the Federation does not itself grant them or any of their End Users automatic access to the resources and services of Service Providers, and that such access may be conditional upon each Member or End User agreeing appropriate terms with the relevant Member 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.
- MUST acknowledge 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 HKAF Steering Committee, to protect the legitimate interests of other Members or the reputation of the Hong Kong Access Federation or JUCC to ensure the efficient operation of the Federation.

- MAY use the Federation logo in accordance with the Federation logo usage rules as determined and updated from time to time by the Federation Operator.
- MUST grant the Federation Operator the right to:
 - Publish the Member's name and information about services provided for the purpose of promoting the Hong Kong Access Federation; and
 - Publish and otherwise use and hold the Member's Metadata for the purpose of administering the operation of the Federation.

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

- Is responsible for delivering and managing authentication credentials for its End Users and for authenticating them, as may be further specified in the **Identity Assurance Profile** corresponding to the Level of Identity Assurance claimed in its **Identity Management Practice Statement**.
- MUST meet all the requirements of the corresponding **Identity Assurance Profile**.
- MUST submit its **Identity Management Practice Statement** to the Federation Operator, who in turn makes it available to other Federation Members upon their request.
- MUST publish a local **Acceptable Use Policy (AUP)** to govern the access to any services covered by the HKAF Federation Policy. The local AUP MUST contain information about any activities and /or behavior which is deemed unacceptable when using the service. Members are encouraged to make user acknowledgement of the AUP a part of the service access process.
- Ensures an End User is committed to the local **Acceptable Use Policy**.
- MUST ensure the support of all HKAF Core Attributes in its Identity Provider(s) as defined in the **Attribute Profile**.
- Operates a helpdesk for its End Users regarding Federation services related issues. Home Organizations are encouraged to maintain a helpdesk for user queries at least during normal office hours in the local time zone. Home Organizations MUST NOT redirect End User queries directly to the Federation Operator, but MUST make every effort to ensure that only relevant problems and queries are sent to the Federation Operator by appropriate Home Organization contacts.

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

- Is responsible for assigning Attribute values to the End Users and managing the values in a way which ensures they are up-to-date.
- Is responsible for releasing the Attributes to Service Providers.
- MUST ensure that its Identity Providers comply with all the rules defined in the **Identity Provider Management Standard**.
- MUST ensure that the Agent complies with the rules defined in the **Identity Provider Management Standard** as if it were itself a Federation Member, in the event that an agent is appointed to undertake some or all of the identity management functions of its Identity Provider (IdP). Each Home Organization nonetheless will continue to be responsible for the performance of its identity management functions notwithstanding that those functions may have been assigned, sub-contracted or otherwise dealt with.

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

- Is responsible for making decision on which End Users can access the services they operate and which access rights are granted to an End User. It is the Service Provider Organization's sole responsibility to implement those decisions.
- MUST ensure that the deployment of each of its Service Providers complies with all the rules defined in the **Service Provider Management Standard** (including publishing a Privacy Policy).
- MUST ensure that the deployment of each of its Service Providers complies with all the attribute processing principles defined in the **Data Protection Profile**.
- MUST ensure that its contractor complies with all the rules and principles defined in the **Service Provider Management Standard** and the **Data Protection Profile**, in the event that a contractor is appointed to undertake some or all of the activities required in the supply of the services of the Service Provider. In this case, each Federation Member 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.

6. Eligibility

The Federation sets out eligibility criteria that determines who is able to become a Federation Member and who is able to act as Home Organization or Service Provider Organization. Responsibility for setting membership criteria rests with the HKAF Steering Committee and may be revised from time to time. The latest ***HKAF Eligibility Policy*** and the membership application process are available on the HKAF website at <https://www.hkaf.edu.hk/eligibility-policy>.

7. Identity Management Practice Statement

Each organization that wishes to become a Member of HKAF and act as a Home Organization **MUST** create, publish and maintain an **Identity Management Practice Statement**. The Identity Management Practice Statement is a description of the Identity Management life-cycle including a description of how identity subjects are enrolled, maintained and removed from the identity management system. The statement **MUST** contain descriptions of administrative processes, practices and significant technologies used in the identity management life-cycle. The processes, practices and technologies described **MUST** be able to support a secure and consistent identity management life-cycle. Specific requirements are imposed by Identity Assurance Profiles.

The Identity Management Practice Statement is evaluated against claims of compliance with an **Identity Assurance Profile** associated with the "Level of Identity Assurance". Some Identity Assurance Profiles **MAY** impose audit requirements.

Each Member of HKAF which acts as a Home Organization **MUST** attain the lowest common level of identity assurance for its end user identities with the affiliation of 'staff' or 'student', or both. The lowest common level of identity assurance of HKAF is Level 1, and its requirements are stated in the HKAF Level-1 Identity Assurance Profile, which is available on the HKAF website at <https://www.hkaf.edu.hk/ida1-profile>.

8. Attributes

The Federation enables Federation Members who act as Home Organizations to transfer information about their users from their Identity Providers to Service Providers in the form of attributes.

When an End User tries to access a Service Provider via the Federation, the Service Provider may request some or all of these attributes about the End User from the Identity Provider of his /her Home Organization. With end user permission, the attributes may be released from the Identity Provider to the Service Provider. The attributes are used by the Service Provider to make authorization decisions and to manage the End User's experience with the service.

Two sets of attributes are defined for the HKAF Federation:

a. Core Attributes

Core Attributes carry the fundamental information that is likely to be required as a minimum for the majority of access management exchanges. It is expected that most Identity Providers and Service Providers will need to use these attributes.

Federation Members **MUST** collect or generate the Core Attributes regarding their qualified End Users for their Identity Providers. Federation Members that do not support them in their Identity Providers are likely to find that their End Users are unable to use the full range of services of Service Providers.

b. Recommended Attributes

Recommended Attributes carry additional information where a common requirement has been identified widely, but not universally, across Service Providers connected to the Federation.

It is not expected that all Federation Members will support these attributes in their Identity Providers. Therefore, Service Provider Organizations that need them are likely to have to justify to Home Organizations the extra effort required.

Other attributes may be used based on a bilateral agreement between Federation Members.

Federation Members **SHOULD NOT** configure their Identity Providers to release all attributes to all Service Providers for all End Users. Service Provider Organizations **SHALL** follow the attribute processing principles defined in the **Data Protection Profile** for their responsible Service Providers. The technical representation of an attribute during the transfer is presented in the **SAML WebSSO Technology Profile** (a Federation Technology Profile).

The updated sets of the Core and Recommended Attributes, detailed information and guidance on their values and uses are provided in the latest **Attribute Profile** available on the HKAF website at <https://www.hkaf.edu.hk/attribute-profile>. They may evolve over time in response to the needs of Federation Members and interfederation. Federation Members **MUST** support the latest set of Core Attributes in their Identity Providers within the timeframe specified by the Federation Operator.

Federation Members whose Service Providers have service needs that cannot be met by the existing Core and Recommended Attributes are invited to contact the Federation Support Desk (hkaf-support@jucc.edu.hk) to discuss their requirements.

9. Procedures

9.1 Membership Application

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

Each application for membership including (if applicable) the ***Identity Management Practice Statement*** is evaluated by the Federation Operator. The evaluation process involves checking if the applying organization fulfills the requirements of the Federation Policy. The Federation Operator presents a recommendation for membership with an evaluation report to the HKAF Steering Committee who in turn decides on whether to grant or deny the application.

If the application is granted, the Federation Operator presents a ***Membership Agreement*** to the applying organization for signing by an official representative of the organization.

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

9.2 Membership Withdrawal

A Federation Member MAY voluntarily withdraw its membership in the Federation upon one Month's notice by sending a request to the Federation Operator. A withdrawal of membership in the Federation implies the cancellation of the use of all ***Federation Technology Profiles*** for the organization in reasonable time interval.

10. Legal Conditions of Use

10.1 Termination

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

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

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

The Federation Operator MAY terminate the membership of a Federation Member with immediate effect by giving written notice to the Member, without any compensation or damages due to the Member, but without prejudice to any other rights or remedies which either the Member or JUCC may have, if the Member

- has a receiver, administrative receiver, administrator or other similar officer appointed over it or over any part of its undertaking or assets; or
 - passes a resolution for winding up (other than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect; or
 - becomes subject to an administration order or enters into any voluntary arrangement with its creditors or ceases or threatens to cease to carry on business; or
 - is unable to pay its debts or is deemed by an appropriate court to be unable to pay its debts;
- or
- undergoes or is subject to any analogous acts or proceedings under any foreign law, including, but not limited to, bankruptcy proceedings.

The HKAF Steering Committee MAY terminate the operation of the Hong Kong Access Federation upon no less than six Months' notice by sending an announcement with the termination date to all Federation Members. Until termination date, the Federation Operator SHALL run the Federation on best effort basis. After the termination date, the Federation Operator SHALL cancel the use of all **Federation Technology Profiles** for all Federation Members.

Following cessation of the Member's participation (under any circumstances), the Member SHALL, at its own cost:

- cease to hold itself out as being a HKAF Federation Member and, if it has an Identity Provider, will inform its End Users that its membership has ceased; and
- remove the Federation logo from all of its materials.

10.2 Fees

Federation Members SHALL pay an annual fee to the Federation Operator. The annual fee will be

determined by the HKAF Steering Committee and announced to Federation Members. Current fee schedules are available on HKAF website.

Annual membership fees are invoiced from 1 July to 30 June. Paid membership fees are not refundable. Any revisions to the annual membership fee of the following 1 July to 30 June period will be announced no later than 31 May. Failure to pay the annual membership fee by a Federation Member MAY result in termination of its membership, and the revocation of its use of all ***Federation Technology Profiles***.

10.3 Liability and Indemnification

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

The Federation Operator and the HKAF Steering Committee MAY NOT be held liable for any loss, damage or cost that arises as a result of the Federation Member connection to or use of Federation services, or other systems to which the Federation Member obtains access in accordance with the agreement. This limitation of liability does not however apply in the case of gross negligence or intent shown by Federation Operator personnel.

The Federation Operator maximum liability for damages under the agreement per calendar year is limited to limited to the amount of money the Federation received that year from the Federation Member.

The Federation Operator offers this service on an “as is” basis, without any warranties or liabilities to the Federation Member or its End Users.

NEITHER the Federation Operator NOR the HKAF Steering Committee SHALL be liable for damage caused to the Federation Member or its End Users. The Federation Member SHALL NOT be liable for damage caused to the Federation Operator or the HKAF Steering Committee due to the use of the Federation services, service downtime or other issues relating to the use of the Federation services. For any other damage, the liability for damages in case of a breach is limited to limited to the amount of money the Federation received that year from the Federation Member.

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

The Federation Member is REQUIRED to ensure compliance with applicable laws. NEITHER the Federation Operator NOR the HKAF Steering Committee SHALL be liable for damages caused by failure to comply with any such laws on behalf of the Federation Member or its End Users relating to the use of the Federation services.

NEITHER party SHALL be liable for any consequential or indirect damage.

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

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

10.4 Jurisdiction and Dispute Resolution

Disputes concerning the Federation Policy SHALL be settled primarily through negotiation. If the issue cannot be resolved through negotiation, any disputes SHALL be submitted to the law courts of Hong Kong.

If such negotiations do not succeed within four weeks of the date on which the claim for negotiations was made in writing by one party, each of the parties MAY bring the dispute before the law courts of Hong Kong.

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

10.5 Interfederation

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

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

10.6 Audit and Compliance

The HKAF Federation Policy does NOT REQUIRE any audit.

Federation Member acknowledges and agrees that the Federation Operator will, on reasonable notice to the Member, have the right to audit the System and the Member's processes and documentation to verify that the Member is complying with the Federation Policy and its parts. The Member SHALL cooperate with and provide such assistance as reasonably required by the Federation Operator in connection with such audit.

Whether pursuant to an audit or otherwise, if the Federation Operator has reasonable grounds for believing that a Member is not complying with the Federation Policy and its parts, then the Federation Operator MAY notify the Member of such non-compliance in sufficient detail to allow the Member to take appropriate remedial action. Following receipt of such notice, the Member MUST promptly and in any event within 30 days of such notice, remedy the non-compliance. If the Member has not remedied the non-compliance to the Federation Operator's reasonable satisfaction within 30 days of the notice, then

the Federation Operator MAY terminate the Member's participation in the Hong Kong Access Federation.

10.7 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 Federation Members exists. The HKAF Federation Operator and each Federation Member will at all times comply with the applicable provisions and obligations imposed by the Personal Data (Privacy) Ordinance (Cap. 486) of Hong Kong.

Federation Members MUST ensure that appropriate technical and organizational 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 the Federation Operator to ensure compliance with the measures described in this paragraph.

10.8 Amendment

The Federation Operator has the right to amend the Federation Policy from time to time. Any such amendments need to be approved by the HKAF Steering Committee and SHALL be communicated to all Federation Members with reasonable advance notice. The amended Federation Policy will become binding upon the Federation Members at the time provided in the amendment. The latest version of the Federation Policy is made available on the HKAF website at <https://www.hkaf.edu.hk/federation-policy>.