# Terms of Service

## **Definitions**

Please refer to the Alliance Federation Information Security Glossary

### Access to Resources

- 1.1 All use of Alliance Federation Systems and Services must be in accordance with the Policies and Standards published at https://alliancecan.ca/en/policies which may be modified from time to time.
- 1.2 You must never access or attempt to access any Alliance Federation Systems and Services or data other than those you are authorized to access.
- 1.3 Your Alliance Federation account credentials must be kept confidential. You must never allow anyone else to use your account to access Alliance Federation Systems and Services. If others require access as part of your research, these individuals must apply for their own account.
- 1.4 You must provide and keep up-to-date user information in the CCDB at <a href="https://ccdb.alliancecan.ca/security/login">https://ccdb.alliancecan.ca/security/login</a>

# 2. Conduct Requirements

- 2.1 You are responsible for the activities associated with your account, for all accounts that you sponsor, and for the use of resources assigned to you.
- 2.2 You are responsible for understanding and meeting any privacy, confidentiality and acceptable use policies, requirements, laws or regulations that apply to your research and data. This includes, for instance, any provincial privacy laws or ethics board requirements affecting any data that you store on Alliance Federation systems.
- 2.3 In the event, your account is compromised, or suspicious activity is detected related to resources assigned to you, you agree to work with Alliance Federation and any institution with which you are affiliated to resolve the issue.
- 2.4 Alliance Federation Systems and Service must never be used for any activity that contravenes any applicable laws or regulations. You are responsible for identifying all applicable laws and regulations that may apply.
- 2.5 You agree that should you ever be investigated or found liable for any contravention of Canadian law, or any other applicable laws, the Alliance Federation is in no way responsible or liable for such contraventions or for any penalties associated with it. If anyone attempts to make the Alliance Federation liable for anything related to your research or your use of Alliance Federation

- Systems and Services, you agree to work with Alliance Federation to address the issue.
- 2.6 You must immediately notify<sup>1</sup> the Alliance Federation if you become aware of any unauthorized access or use of Alliance Federation Systems and Services or data or of any event that might affect Alliance Federation information security or privacy.
- 2.7 You must complete an annual account renewal process to retain access to resources assigned to you.
- 2.8 The Alliance Federation reserves the right to define abuse of resources and take appropriate action where and if necessary. For example, it has the right to monitor use of its systems, deactivate an account, or block access to Alliance Federation Systems and Services.

# 3. Use of Resources

- 3.1 Alliance Federation Systems and Services may only be used for academic research purposes under the direction of a Principal Investigator as defined by <a href="https://alliancecan.ca/en/services/advanced-research-computing/account-management/user-roles-access-resources-and-services-federation">https://alliancecan.ca/en/services/advanced-research-computing/account-management/user-roles-access-resources-and-services-federation</a>
- 3.2 You must not use Alliance Federation Systems and Services in any situation in which failure or fault of their use could lead to death or serious injury of any person or animal, or serious physical or environmental damage.
- 3.3 You must not introduce software into the Alliance Federation environment that may damage, interfere with, or capture any system, program, or data outside of your own assigned resources. The Alliance Federation reserves the right to identify, quarantine or delete any such software, as well as any related data.
- 3.4 You must not attempt to probe, scan, penetrate or test any Alliance Federation Systems and Services for vulnerability nor to probe, scan, penetrate or test any services or systems without prior written authorization.
- 3.5 You must not attempt to access or intercept data not intended for yourself or for the resources that are assigned to you.
- 3.6 You must not send or assist with the transmission of unsolicited bulk communications using Alliance Federation Systems and Services or directed to Alliance Federation users.
- 3.7 You must ensure that all software is only used in accordance with applicable software licenses and terms of use.
- 3.8 You must not use software, services, or techniques that attempt to override Alliance Federation authentication or policy enforcement.
- 3.9 You must not use software or services that provide unprotected access to shared Alliance Federation Systems and Services .
- 3.10 Alliance Federation Systems and Services are a shared resource. You must

<sup>&</sup>lt;sup>1</sup> Contact by email at support@tech.alliancecan.ca or contact your local Alliance Federation representative.

- ensure your use does not adversely affect other users or the integrity of Alliance Federation Systems and Services.
- 3.11 Alliance Federation Systems and Services are not intended for the storage and processing of High-Risk and Very High-Risk Information. If in doubt about the classification of your Information or the controls in place, we recommend consulting with your institution about the appropriate use of these systems and reviewing the Alliance Federation Cybersecurity Framework (AFCF).

# 4. Acknowledgement and Reporting

4.1 In any publication or communication related to your use of Alliance Federation resources, you agree, where possible and appropriate, to acknowledge the Alliance Federation's contribution as prescribed in the <a href="Federation">Federation</a> Acknowledgement Policy.

#### 5. Termination

- 5.1 Failure to abide by these Terms of Use may result in the revocation of access privileges as well as legal action against you or your institution.
- 5.2 If access is revoked or expired, the Alliance Federation will archive or retain your data for a one-year period. Temporary data<sup>2</sup> will not be preserved and may be deleted at any time. After a year, if no action has been taken to reactivate the account, the Alliance Federation reserves the right to permanently delete all of your data.

### 6. Provision of Service

- 6.1 The Alliance Federation reserves the right to remove data that is stored in Alliance Federation Systems and Services and has been inactive for at least one year to manage and improve overall system performance.
- 6.2 In cases where maintenance requires that access to Alliance Systems and Services must be suspended, users will be provided as much advance notice as possible. In some cases urgent maintenance may be required to address a defect in software, platform(s), or system(s); and/or due to a critical security patch or incident. When an urgent patch is required, it may be necessary to remove access immediately and advance notice to Users may not be possible in such cases.
- 6.3 The Alliance Federation reserves the right to audit and monitor all use of Alliance Federation Systems and Services to manage service stability, integrity, accessibility, and confidentiality.
- 6.4 To maintain overall system performance, the Alliance Federation reserves the right to manage system load. This may include deactivating logins or deleting jobs without notice. Please ensure that your use of Alliance Federation Systems and Services is efficient.

<sup>&</sup>lt;sup>2</sup> Temporary data includes any information stored on a device not intended for data preservation (e.g. scratch storage, temporary disk allocation, caches, etc.)

6.5 There are no representations or warranties, express or implied, as to the description, quality, completeness or fitness for any purpose of any Alliance Federation Systems or Services. Further, there is no ongoing commitment to ensure the operation of Alliance Federation Systems or Services for any period. Should it become necessary to terminate the operation of any Alliance Federation Systems or Services, best-effort will be used to provide sufficient advance notice to all users; it is the responsibility of the user to locate an alternate service and transfer all data.

## 7. Collection and Use of Information

- 7.1 The Alliance Federation may, in the course of its operations, collect, store, transmit, and use Personal and/or Confidential information necessary to operate, maintain, and provide resources and services in the pursuit of its duties, the fulfillment of its mandate, or as part of its obligations to its funders. This may necessitate sharing that information with the following:
  - Organizations that are part of the Alliance Federation
  - Institutions with which you are affiliated
  - External reviewers who take part in Resource Allocation Competition (RAC)
  - Funders, in aggregate, to comply with funding requirements, or requests
  - Your account sponsor
- 7.2 The information collected includes:
  - Alliance Identity information (e.g. CC Identifier, username, CC role(s), contact information, etc)
  - Technical information and Logs (e.g. login IP, geo-localisation, session preference, resource utilization, etc...)
  - Academic information (e.g institution, department, field of research, etc.)
  - Information you provide as part of the RAC, Support requests, or other communications with the Alliance Federation
- 7.3 The Alliance Federation will never disclose the Personal or Confidential Information other than as listed above and where required by law.
- 7.4 The Alliance Federation uses reasonable and appropriate security measures to protect against loss, theft, or unauthorized access, disclosure, use, or modification of the Information that it collects, stores, transmits, and uses. In the event of unauthorized disclosure of Personal Information, the Alliance Federation will notify all affected Users promptly (ideally within 72 business hours), or as required by applicable regulation.