

eduGAIN policy comments

6<sup>nd</sup> Sep, 2010

[www.edugain.org/policy](http://www.edugain.org/policy)

Initials	Commentator's name and contacts	In which role you have provided the comments
AS	Andreas Solberg	Comments from me personally. Not necessarily representing UNINETT as an edugain member.
DL	Diego Lopez diego.lopez@rediris.es	
EH	Eefje van der Harst, Surfnet	
GW	Glenn Wearen (glenn.wearen@heanet.ie)	As federation operator of Edugate
NH	<a href="#">Nicole Harris.</a> <a href="mailto:nicole.harris@jiscadvance.ac.uk">nicole.harris@jiscadvance.ac.uk</a> , <a href="tel:+442030066040">+44 (0)20 3006 6040.</a>	On behalf of JISC and the UK federation.
SC	Scott Cantor (cantor.2@osu.edu)	Non-European, Shibboleth developer, shepherd of relevant standards and profiles
TL	Thomas Lenggenhager	
TW	Torbjörn Wiberg torbjorn.wiberg@adm.umu.se	Involved in policy decisions for SWAMID

Type: ge=general, te=technical, ed=editorial

## Metadata Terms of Access and Use (METATOU)

Id	Who	Line	Type	Comment (justification for change)	Proposed change by the commentator	Discussion in the policy subtask	Resolution by the policy subtask
1	TW	622	ge	METADATA TERMS OF ACCESS AND USE  We have read and agrees in general with this document.			See the attached new document version (v5.3, 13.9.2010)
2	EH	622	ge	How are the terms related to the policy			
3	AS	643	ge	""Identification Tag" means an XML tag in the metadata that identifies the Registration Practice Statement under which the Metadata is published;"  Which tag?		We need <b>one!</b>	
4	TL	653	ed	Shouldn't You always, also further down in the text, use a capital Y? Now it is mostly in lower case with one or two exceptions.		OK	
5	TL	674	ed	> You will immediately remove the Metadata from your systems and > destroy all copies of the Metadata upon notification from us if You >		Both. Line 626 says that the metadata is published (by the Signer) on behalf of the Registrar.	

**Comment [ML1]:** I guess the answer is that it isn't. ☹

**Comment [ML2]:** I guess it is defined in line 366 of metadata profile, which refers to Registration Policy, but this needs to be aligned with Thomas

**Comment [ML3]:** ok

**Comment [ML4]:** ok

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				<p>are in breach of, or we reasonably suspect you to be in breach of, &gt; these Terms.</p> <p>The 'us' on line 675 is not clear who that is. The Registrar or the Signer or both?</p>			
6	AS	680	ge	<p>“Your use of the Metadata is entirely at your own risk. Nothing in these Terms creates any liability on the part of the Registrants, the Registrars, and the Signer. Without limitation, neither the Registrar nor the Signer is under any obligation to inform you in the event of any changes to the Metadata or, in particular, if a Registrant ceases to be subject to the Registration Practice Statement.”</p> <p>This is basically stating that we (edugain) will not guarantee anything? Use at your own risk.</p>		Correct. This is the really important bit of the Terms.	
7	TL	688	ed	This is pretty hard to read and understand. In German, such a long		This is the best I could come up with. Suggestions welcome.	

**Comment [ML5]:** ok, except line 686 says this ToU can be overridden...

**Comment [ML6]:** quite lengthy indeed

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				<p>sentence would not be unusual, but in English it is well above the average...</p> <p>Any chance for an easier to grasp wording?</p> <ul style="list-style-type: none"> <li>&gt; If you have a direct agreement with the Signer, then in the event of</li> <li>&gt; any conflict or inconsistency between these Terms and that agreement,</li> <li>&gt; then in so far as that agreement concerns the rights and liabilities</li> <li>&gt; between you and the Signer, that agreement shall take precedence over</li> <li>&gt; these Terms to the extent necessary to resolve such conflict or</li> <li>&gt; inconsistency. In any other case, the provisions of these Terms shall</li> <li>&gt; take precedence and prevail.</li> </ul>			

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8	AS	704	ge	<p>in accordance with the laws of England and Wales.</p> <p>The courts of England and Wales will have exclusive jurisdiction over any such dispute or claim 554 although we retain the right to bring proceedings against you for breach of these conditions in 555 your country of residence or any other relevant country.</p>	<p>Would it be reasonable that the courts of England and Wales have exclusive jurisdiction over any dispute between in example spain and netherlands?</p>	<p>It's not the courts, it's English law of contract. It doesn't actually matter whose law you use, but there does need to be a single law (so you can't have the laws of both Spain and the Netherlands) and since DANTE is based in England, that seemed the obvious choice.</p>	
9	EH	704	ge	<p>Why the laws of england and wales ?</p>			

**Comment [ML7]:** I guess AS (and a lot of others) haven't gotten the idea that these terms are applied just to arbitrary people who face the metadata file in the net...

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