#### Approved

# Terms of Use

Document ID: TOU-1 Approval Date: 2023-03-21 Approved By: Cyber Security Advisory Council (CSAC)

Canada's national advanced research computing (ARC) platform is delivered through the Alliance Federation, which is a partnership of the Digital Research Alliance of Canada (the Alliance), regional Digital Research Infrastructure (DRI)-serving organizations (BC DRI Group, Prairie DRI, <u>Compute Ontario</u>, <u>Calcul Québec</u> and <u>ACENET</u>) and academic institutions across Canada. Together, the Alliance Federation provides computing infrastructure and services to a wide variety of academic disciplines from virology to astrophysics and literary analysis.

#### Definitions

- Account Holder: an individual who has a CCDB account.
- **The Alliance Federation:** a partnership of the Digital Research Alliance of Canada, regional DRI-serving organizations (BC DRI Group, Prairie DRI, <u>Compute Ontario</u>, <u>Calcul</u> <u>Québec</u>, and <u>ACENET</u>), and academic institutions across Canada.

### 1. Access to Resources

- 1.1 All use of Alliance Federation Systems and Services must be in accordance with the Policies and Standards published at <u>https://alliancecan.ca/en/policies</u> which are subject to change from time to time.
- 1.2 You will never access or attempt to access any Alliance Federation Systems and Services (or any other user's data on the Alliance Federation Systems and Services) other than those resources or data to which you have been authorized access.
- 1.3 You will always abide by any policies, protocols, or requirements that are in effect at institutions with which you are affiliated, such as an Acceptable Use Policy. In a situation in which a conflict exists between this document and the policies at institution(s) with which you are affiliated, you must notify<sup>1</sup> the Alliance Federation and comply with any requirements identified by the Alliance Federation.
- 1.4 You will not allow any other individual 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.

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

- 1.5 Any Alliance Federation account credentials and information used for authentication are confidential and you are responsible for keeping them secure.
- 1.6 You will provide and keep up-to-date user information in the CCDB at <u>https://ccdb.alliancecan.ca/</u>.

#### 2. Conduct Requirements

- 2.1 You are responsible for the activities associated with your account 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 and Services.
- 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 staff and any institution with which you are affiliated to resolve the issue.
- 2.4 At no time will you use Alliance Federation Systems and Services 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>2</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 will 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.

<sup>&</sup>lt;sup>2</sup>Contact by email at security@tech.alliancecan.ca or contact your local Federation representative.

## 3. Use of Resources

- 3.1 Alliance Federation Systems and Services may only be used for academic research purposes under the direction of one of the Principal Investigator roles as defined by <u>https://alliancecan.ca/en/services/advanced-research-computing/account-management/user-roles-access-resources-and-services-federation</u>
- 3.2 You will 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 will 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 will not attempt to probe, scan, penetrate or test any Alliance Federation Systems and Services for vulnerability nor to probe, scan, penetrate or test any external services or systems.
- 3.5 You will not try to access or intercept data not intended for yourself or for the resources that are assigned to you.
- 3.6 You will not send or assist with unsolicited bulk communications.
- 3.7 You will not use applications without valid and appropriate licensing.
- 3.8 You will not use software services that would override Alliance Federation authentication or policy enforcement.
- 3.9 You will not use software or services that provide unprotected access to shared Alliance Federation Systems and Services.
- 3.10 You will not knowingly use Alliance Federation Systems and Services in a manner that impedes or denies the ability of others to use the resources to which they have been granted access.
- 3.11 You are expected to use Alliance Federation Systems and Services efficiently.

### 4. Acknowledgement and Reporting

4.1 In any publication or communication related to your use of Alliance Federation Systems and Services, you agree, where possible and appropriate, to acknowledge the Alliance Federation's contribution see: <u>Acknowledging the Alliance</u>.

#### 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>3</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 move data that is stored in Alliance Federation Systems and Services and has been inactive for at least one year to manage and improve overall performance.
- 6.2 The Alliance Federation reserves the right to request documentation that demonstrates that proper authorization is in place for the use of Alliance Federation Systems and Services.
- 6.3 The Alliance Federation reserves the right to audit and monitor the usage of, performance, and security posture of Alliance Federation Systems and Services to manage service stability, integrity, accessibility, and confidentiality.
- 6.4 To maintain overall performance, the Alliance Federation reserves the right to manage system load. This may include deactivating logins or deleting jobs without notice.

<sup>3</sup> Temporary data includes any information stored on a device not intended for data preservation (e.g. scratch storage, temporary disk allocation, caches, etc.)