AusCERT Services Agreement

This AGREEMENT is made the ……..day of ……..201….

Between:
The University of Queensland, Brisbane, Queensland 4072 ABN 63 942 912 684 trading as AusCERT ("AusCERT")

And …… **ABN** …….. ("Member")

BACKGROUND

A AusCERT is in business to provide information security services; and

B The Member has made an Application to acquire information security services from AusCERT according to the terms and conditions of this Agreement.

THE PARTIES AGREE:

1. PROVISION OF SERVICES

1.1 AusCERT will exercise its reasonable endeavours to provide and complete the Services in a timely and accurate manner.

1.2 Without affecting the application of Clause 1.1, AusCERT reserves the right from time to time to change the detailed nature of the Materials provided under this agreement.

1.3 So as to facilitate electronic delivery of the Services, the parties record their agreement that any provision of the SPAM Act (*Cth*.) 2003 requiring AusCERT to include an unsubscribe facility on electronic messages sent as part of any deliverable would be inconsistent with the terms of this Agreement and is not required to be included on the electronic messages.

1.4 AusCERT reserves the right to sign any agreement with another party for the supply of its services regardless of whether the services it will be providing are the same or similar to the Services and irrespective of whether or not the other party is or could be a competitor of the Member.

2 DURATION OF AGREEMENT

2.1 This Agreement will come into effect upon the date of signature and subject to its earlier termination in accordance with this Agreement will remain in place for an initial term of twelve months.

2.2 Upon the first and each subsequent anniversary of the date of signature ("the renewal date") the Member will have an opportunity to extend this Agreement for a further period of twelve months on the same terms and conditions except for any changes to the e Service Fee , the type of Service and any changes to the Member Details notified by the Member to AusCERT.

2.3 On or prior to each renewal date the Member will be provided with a renewal schedule detailing the Service Fee payable in respect of the next period of twelve months and setting out the Member specific contact details as known to AusCERT. This Agreement will continue without renegotiation for a further 12 months if the Member does not notify AusCERT in writing, that it wishes to terminate the Agreement.

3 CONSIDERATION & PAYMENT

3.1 In consideration of the supply of the Services the Member must pay the Service Fee plus amounts GST. .

3.2 Payment of the Service Fee and GST must be remitted in response to a correctly rendered tax invoice by AusCERT to be provided advance as soon as practicable following signature of this Agreement or each renewal as appropriate. The Member must pay this invoice in accordance with its payment terms.

3.3 If the Member fails to make any payment due to AusCERT under this Agreement then, without prejudice to any other remedies AusCERT may have in the event of breach, AusCERT may charge interest on the balance outstanding, accruing from day to day at the rate of two per cent (2%) above the Commonwealth Bank of Australia Base Rate from time to time in force compounded annually as at 31 December.

4 RESPONSIBILITIES OF THE MEMBER

4.1 The Member must:

4.1.1 comply with all reasonable requests made of it by AusCERT so as to facilitate delivery of the Services including provision of all information and assistance necessary to enable delivery of the Services and acknowledges that should it not do so, AusCERT is not obliged to continue to supply the Services.

4.1.2 ensure that no unauthorised person or organisation is able to use,copy, distribute or access the Materials or the Services.

4.1.3 not breach any lawof the Commonwealth of Australia or any State or Territorial Law in Australia in the use of the Services or the Materials provided under this Agreement .

4.1.4 not on-sell or otherwise transfer, distribute or provide copies of the Materials to any third party organisation unless such organisation is a Contractor or Consultant of the Member and the Contractor or Consultant has accepted that the use of any Materials is subject to the terms and conditions of this Agreement and that use is limited to the provision of the Contractor's services to the Member .

4.1.5 indemnify and hold AusCERT and each and every member of AusCERT's staff harmless from any loss, cost, expense or liability arising from any claims demands or proceedings against them where such claim relates in whole or in part to:

4.1.5.1 use, misuse, or attempted use of the Material provided by the Member or any person who gains access to the Material from the Member; and

4.1.5.2 any alleged or actual infringement of a third party's Intellectual Property Rights where such claim relates in whole or in part to Member Information which the Member supplies to AusCERT .

4.2 The Member may provide to AusCERT details of a security incident by using the Incident Reporting Form on the AusCERT web site <www.auscert.org.au>.

5 HANDLING OF MEMBER INFORMATION

5.1 Member represents and warrants to AusCERT that it is the owner of any Member Information which it supplies to AusCERT and it has the necessary rights in the Member Information to allow it to supply this information. This Agreement will not affect nor vary the ownership of the Member Information.

5.2 Member Information supplied to AusCERT will be handled as Confidential Information in the following manner:

5.2.1 only supplied to those AusCERT personnel who require access to the Member Information for the purposes of delivering the Service;

5.2.2 not disclosed to an other party without the Member's express consent; or

5.2.3 not disclosed to another party unless that disclosure is required by law .

5.3 AusCERT's obligations of confidentiality will survive termination or expiration of this Agreement.

6 PROMOTIONAL MATERIALS

If the Member has no objection to being named in AusCERT promotional material as a recipient of AusCERT Services then it should indicate this by marking the appropriate box in the signature block for this Agreement. If the relevant box is not marked AusCERT will assume that the Member does not wish to be named and act accordingly.

7 NO WARRANTY

7.1 AusCERT will perform the Services with reasonable care and skill.

7.2 All other conditions or warranties, either express or implied, by statute, general law, international convention or custom including without limitation warranties of merchantability, non-infringement, interoperability and fitness for a particular purposes, are excluded to the maximum extent permitted by law.

7.3 AusCERT's liability for a breach of a non-excludable condition or warranty is limited at AusCERT's discretion to the supply of the services again or to the cost of the re-supply of the Services to the Member.

8 INDEMNITY and LIMITATION OF LIABILITY

8.1 In no event will AusCERT be liable to the Member in contract, tort or otherwise for any loss of profit, production, anticipated savings or business opportunities or any type of indirect, economic or consequential loss even if that loss or damage was reasonably foreseeable or AusCERT had been advised of the possibility of that loss or damage arising.

8.2 AusCERT's liability to the Member in respect of any occurrence giving rise to an action in connection with this Agreement shall, except in relation to liability for:

8.2.1 personal injury (including sickness and death);

8.2.2 be limited to an amount not exceeding an amount equal to the Service Fee paid in accordance with this Agreement.

8.3 In subclause 8.2 "occurrence" means either a single occurrence or a series of occurrences if these are linked or occur in connection with one another from one original cause, as the case may be.

9 USE LICENCE

Subject to the Member not being in breach of this Agreement, AusCERT grants to the Member, a non exclusive perpetual licence to use and copy the Materials excluding the Third Party Rights in the Materials for their internal use and for thepurpose of managing the Member's Computer Networks.

10 SUSPENSION OF SERVICES

10.1 If the Member fails to pay the fees in accordance with Clause 3 or if the Member breaches a term or condition of this Agreement AusCERT may, in its complete discretion, suspend some or all of its Services under this Agreement until the Member pays in full or the breach is remedied by the Customer..

11 TERMINATION

11.1 This Agreement will automatically terminate if one party breaches any provision of this Agreement and fails to remedy the breach 14 days after receiving notice requiring it to do so.

11.2 Each Party ("the Notifying Party") must notify the other Party immediately and the other Party may terminate the Agreement upon written notice to the Notifying Party, if:

11.2.1 The Notifying Party disposes of part or all of its assets, operations or business other than in the normal course of its business.

11.2.2 The Notifying Party enters into any arrangement between itself and its creditors;

11.2.3 The Notifying Party ceases to be able to pay its debts as they fall due;

11.2.4 The Notifying Party ceases to carrying on business;

11.2.5 A mortgagee enters into possession or disposes of part or all of the Notifying Party's assets or business; or

11.2.6 A receiver, a receiver and manager, a trustee in bankruptcy, a provisional liquidator, a liquidator or administrator or other like person is appointed over part or all of the Notifying Party's assets or business.

11.3 If this Agreement is terminated according to this clause 11 the accrued rights and remedies of a Party will remain unaffected.

11.4 Upon termination Clauses 4.1.5, 5, 7, 8 and 9 will continue to have effect.

12 ASSIGNMENT and NOVATION

12.1 AusCERT may assign or novate its rights under this Agreement to an entity controlled by The University of Queensland created for the purpose of providing the services currently provided by AusCERT.

12.2 The Member consents to this Assignment or novation provided that the assignee agrees in writing to be bound by AusCERT's obligations under this Agreement.

12.3 The Member may assign or novate its rights under this Agreement to another entity subject to AusCERT providing its consent to the assignment or novation in writing and the entity agreeing to the terms and conditions of this Agreement.

13 VARIATION

13.1 AusCERT reserves the right to amend the content of the Schedules to this Agreement from time to time and will notify the Member, in writing, of such variation.

14 NOTICES

AusCERT will restrict its communications to the Member to the nominated representative at the contact point notified by the Member on the Application.

Member acknowledges that should any of its contact details notified to AusCERT by means of the Application for Services form change, then it is the responsibility of the Member to notify AusCERT in writing or email of the change.

15 ENTIRE AGREEMENT

The parties agree that this Agreement its Schedules and the Application shall comprise the entire Agreement between AusCERT and the Member in respect of AusCERT's provision of the Services.

16 RELATIONSHIP OF PARTIES

16.1 Each party enters this Agreement as independent contractor. Nothing in this Agreement creates any other relationship between them including any relationship of partnership, agency, trust, joint venture or otherwise.

16.2 Nothing in this Agreement shall constitute or deem an employee of one party to be an employee or responsibility of the other party.

17 APPLICABLE LAW

This Agreement is governed by and will be construed in accordance with the laws of the State of Queensland, Australia and the parties submit to the jurisdiction of the Courts of the State of Queensland.

DEFINITIONS

- **"Application"** means the Member's application to receive the Services attached to this Agreement.
- **"Confidential Information"** means information that: (a) is by its nature confidential; (b) is designated by that party as confidential; (c) the other party knows or ought to know is confidential, and includes without limitation Member Information and Deliverables. Confidential Information does not include Material which:
  - is or becomes part of the public domain otherwise than by breach of this Agreement;
  - is required to be disclosed by a party by the operation of any law;
  - is approved for disclosure by the party contributing the Material
- **"Contractor or Consultant of the Member"** means a third party contracted to provide outsourced services to the Member on a fee for service basis and who requires access to the Materials for the purposes of performing their contract with the Member.
- **"GST"** means the goods and services tax which results from the enactment of A New Tax System (Goods and Services Tax) Act 1999 and the related Acts which constitute the Commonwealth taxation reform;
- **"Intellectual Property Rights (IPR)"** means all IPR including without limitation:
  patents, copyright, rights in circuit layouts, registered designs, trademarks and the right to have Confidential Information treated as confidential; and
  any application or right to apply for registration of any of these rights.
- **"Materials"** means any or all AusCERT documentation or information provided to the Member as part of or related to the Services, including but not limited to newsletters, security archives, security advisories or updates and educational courses, briefings and papers.
- **"Member"** means the independent organisation which has entered into this contract to acquire the Services from AusCERT.
- **"Member Information"** means information which is proprietary to the Member and includes data transmitted or received over a network or stored in a computer or any knowledge about the Member obtained from the Member.
- **"Member's Computer Network"** means hardware, software and devices which are used or operated by the Member.
- **"Services"** means information security services as set out in the attached Schedules.
- **"Service Fee"** means the consideration for the Services payable by the Member from time to time during the Duration of this Agreement, expressed in an amount of Australian dollars and appearing in Schedule 1 to this Agreement or otherwise notified to the Member by AusCERT.
- **"Third Party Rights"** means any IPR which is owned or controlled by a party which is not a signatory to this Agreement. Third Party Rights in the Materials are appropriately marked as such.

SIGNED by the Parties as an Agreement

For and on behalf of the Member:	*For and on behalf of The University of Queensland:*
As per Clause 6 ❒ Yes, the Member agrees to be identified as a member of AusCERT for use by in AusCERT promotional materials ❒ No, the Member does not wish to be identified as a member of AusCERT	
Authorised Signatory: ……...	Authorised Signatory: ……...
Name: ……	Name: ……
Title: ……..	Title: ……..
Date: ……..	Date: ……..
Witness: ……	Witness: ……
Name of Witness:……..…	Name of Witness:……..…

Schedule 1 - Member Details

A "Member" is an identifiable company or organisation that registers with, and has membership of AusCERT for Computer and Network Security Services.

1. ORGANISATION

Organisation or Company Name	
Central Telephone Number	Domain Name/s
Purchase order number, or other billing information. Please nominate one of the contacts in Section 3 to also be a billing contact (default is Primary Technical. Contact).	

2. MEMBERSHIP LEVEL

Individual or Company Membership

		Australia and New Zealand	International
❒ Small	A single site with a maximum of 200 network users (max).	$1,352.72 pa* + GST** = $1,487.99 pa	P.O.A.*
❒ Medium	A single site with a maximum of 2,000 network users (max).	$3,559.77 pa* + GST** = $3,915.75 pa	
❒ Large	A single site with a maximum of 5,000 network users (max).	$8,543.44 pa* + GST** = $9,397.78 pa	

Volume Membership

		Australia and New Zealand	International
❒ Group	Contact AusCERT to discuss	P.O.A.*	P.O.A.*
❒ International	Contact AusCERT to discuss		
❒ National Network	Contact AusCERT to discuss		
❒ Sector / Industry	Contact AusCERT to discuss		

** CPI to apply*
*** where applicable*

3. EARLY WARNING SERVICE

The AusCERT Early Warning Service (EWS) provides a means of communicating with Members about critical issues that require their early attention. This service is available 24 hours per day. AusCERT will endeavour to use appropriate technology to provide the early warning alert service to Members. The initial technology for delivery of early warning alerts is SMS mobile messaging.

There is no limit to the number of Early Warning Service contacts a Member organisation can have. Each contact should only have one mobile phone number listed.

4. AusCERT REMOTE MONITORING

The AusCERT Remote Monitoring service provides AusCERT members with a trusted, external mechanism for notification of Internet-facing server and service outages due to equipment failure, network interruption or intruder activity by applying a standard set of tests on systems under their control from a site independent of their own network.

The basic service is included in your AusCERT membership. This includes registration of up to 25 of your systems for ARM to monitor and the ability to receive an unlimited number of email alerts for any events that you configure.

NOTE: There is a maximum of 10 tests that may be configured per system.

User accounts added to the ARM web interface automatically gain member-only access to the AusCERT web site, and count towards the maximum number of web site accounts allowed under AusCERT membership.

The ARM service is hosted by AusCERT at <arm.auscert.org.au> and monitoring is conducted by the service on behalf of the member.

Basic ARM service	$0.00
SMS quota, per message. Minimum purchase of 250 messages, to a maximum of 2000.	$0.15 per message *

** CPI to apply*

5. CONTACT INFORMATION

Organisation Contact — A person with appropriate authority, typically a Director of Information Services, who can be contacted for security matters of an extreme nature. This person may also be contacted if AusCERT is unable to reach the primary or alternate contacts.

Title	Name	Position/Department	
Postal Address — Work			
Email address		Work phone	Mobile phone
Fax	Pager	❒ Tick if available 24-hours x 7-days	A/H No (optional)

Primary Technical Contact — The first operational person contacted in the event of a (possible) security incident.

Title	Name	Position/Department	
Postal Address — Work (if different from previous)			
Email address		Work phone	Mobile phone
Fax	Pager	❒ Tick if available 24-hours x 7-days	A/H No (optional)

Alternate Technical Contacts — One or more additional operational personnel who can be contacted if the primary contact is not available. Attach list if more required.

Title	Name		Position/Department
Postal Address — Work (if different from previous)			
Email address		Work phone	Mobile phone
Fax	Pager	❒ Tick if available 24-hours x 7-days	A/H No (optional)

Title	Name		Position/Department
Postal Address — Work (if different from previous)			
Email address		Work phone	Mobile phone
Fax	Pager	❒ Tick if available 24-hours x 7-days	A/H No (optional)

Title	Name		Position/Department
Postal Address — Work (if different from previous)			
Email address		Work phone	Mobile phone
Fax	Pager	❒ Tick if available 24-hours x 7-days	A/H No (optional)

Early Warning Service Contact

MOBILE PHONE (Mandatory)	Name	Email
MOBILE PHONE (Mandatory)	Name	Email
MOBILE PHONE (Mandatory)	Name	Email
MOBILE PHONE (Mandatory)	Name	Email

Attach list if more EWS contacts are required.

6. SECURITY SERVICES INFORMATION DISTRIBUTION

Security and related information from AusCERT will generally be distributed via cryptographically signed e-mail.

E-mail aliases or mail lists are required at your site to control the distribution of AusCERT security information within your organisation. The effectiveness of AusCERT's security services to your organisation depends on these mail aliases being kept up-to-date.

We require that you establish and maintain the following e-mail aliases:

- **auscert-contact@_____** *(insert your domain name)* - to be used by AusCERT to distribute information which is private and confidential between AusCERT and your organisation.
- **auscert-member@_____** *(insert your domain name)* - to be used by AusCERT to distribute security-related information of a more general nature. Information distributed to this list will be considered to be of benefit to many of your network users. This list should include, as a minimum, AusCERT site managers and system managers.

❒Aliases have been established; or ❒Aliases will be established on or before.....(date)

6. GENERAL INFORMATION – Note: AusCERT uses this information to help us identify the systems our Members use and thus tailor our Services.

Computer Platforms (Make/model, general architecture type, operating systems, other relevant information). This information may be used to determine if your site is vulnerable to a particular security problem.

IP address ranges covered by this application / AS Number(s)

Name & address of ISP(s)

Email Address & PGP / GPG Fingerprint

Schedule 2 – AusCERT Core Services

Services

Core Services

Security Advisory Service
Ad-hoc threat analysis papers
Security Information Archives
Incident Response Service; 24 hours x 7 days (for emergencies)
Early Warning Service

- The Security Advisory Service provides information about vulnerabilities, defence strategies and early warning indications of possible computer attack methods. AusCERT itself and through its trusted relationships with other organisations such as the Forum of Incident Response and Security Teams (FIRST) members and vendors provides organisations with timely access to a large pool of trusted and verifiable security information.
- The Threat Analysis Papers Service provides selected ad-hoc updates to members on recent trends and developments in Internet Security. These papers may also highlight the types of incidents being detected around the world and their consequences. Due to the nature of the information included within these papers, they are distributed on an as required basis rather than on a regular schedule.
- The Security Archive Service provides access to archive and other material that may prove useful to the Member in performing risk management, historical analysis and general security management activity. The archives contain previous Papers, general Publications, Security Bulletins and Newsletters.
- The Incident Response Service operates 24 hours a day, 7 days a week. This service provides third party coordination services, advice and assistance, acting as a trusted information conduit between organisations including members, law enforcement and a variety of other groups. Advice and assistance provided to the Member may include information to help identify whether intruders have compromised a system and if so how the penetration occurred, how much damage has been caused and how to recover. The recovery process is designed to help the Member in preventing this type of incident from recurring. AusCERT provides information and assists the Member in the interpretation of events and logs. In order to use information provided by AusCERT effectively, the Member will need to be security aware and have implemented an appropriate security policy. (On-site or hands-on assistance is not provided as part of the Core Service.) As a result of incidents reported to the Incident Response Team, AusCERT may advise the Member of a security compromise before the Member is aware that such a situation has arisen. The Incident Management Service assists the Member in establishing communication with authorities, other agencies, other Members or experts as requested and which may be useful to the Member in resolving security related matters.
- The AusCERT Early Warning Service provides a means of communicating with members about critical issues that requires their early attention. Most often this will be out of business hours but may also occur during business hours. AusCERT will endeavour to use appropriate technology to provide the early warning alert service to members.
- The AusCERT Remote Monitoring Service provides AusCERT members with a trusted, external mechanism for notification of Internet-facing server and service outages due to equipment failure, network interruption or intruder activity by applying a standard set of tests on systems under their control from a site independent of their own network

Other Services

AusCERT provides a range of fee-for-service products including training and discounted attendance at annual AusCERT Conference

Schedule 3 – AusCERT Remote Monitoring

The AusCERT Remote Monitoring service (hereafter referred to as ARM) is an optional service, provided under the AusCERT membership agreement and available to AusCERT Member organisations for remote network monitoring of their Internet facing computing infrastructure. The ARM service is hosted by AusCERT at <arm.auscert.org.au> and monitoring is conducted by the service on behalf of the Member.

1 ARM Service Description

ARM provides AusCERT Members with a means to apply a standard set of tests on systems under their control from a site independent of their own network. The basic ARM service is available to AusCERT Members at no additional cost, and consists of:

Basic ARM service

1.1 A standard set of tests (see *Fig 1*.)

1.2 A secure web interface for enrolling users and configuring the service.

1.3 Email alerts for Member configured tests.

1.4 A record of outage notices for configured systems, accessible via the web interface.

1.5 An allocation of 25 configurable systems.

1.6 No SMS allocation[1].

Notes

1.7 There is a maximum of 10 tests that may be configured per system.

1.8 User accounts added to the ARM web interface automatically gain Member-only access to the AusCERT web site, and count towards the maximum number of web site accounts allowed under AusCERT membership.

ARM service tests

Ping	ARM sends ICMP echo request packet to host and checks for ICMP echo reply.
TCP connect	ARM sends TCP SYN packet to host and checks that TCP connection can be established.
Web defacement test	ARM retrieves text using TCP from a service on the host (either using HTTP or HTTPS) and compares with known text.
DNS resolution	ARM performs DNS lookup for host and checks for changes.
TCP banner test	ARM retrieves TCP banner from host and checks validity of service response.
MX record test	ARM performs lookup for mail exchange (MX) record and checks for changes

2 ARM Service Additions

SMS quota may be purchased at any time, as required.

2.1 Purchased SMS quota is persistent while AusCERT membership remains active.

2.2 Purchased quota is not refundable.

2.3 Pricing for SMS may increase in line with the Consumer Price Index.

2.4 SMS alerting will be disabled when quota is exhausted.

2.5 Minimum quantity of SMS messages that may be purchased is 250; maximum is 2000.

To purchase quota for l SMS alerts, AusCERT will invoice on receipt of a signed AusCERT ARM SMS Application form from the Member organisation. Quota will be allocated at the time of order and an invoice generated. Current pricing is available by contacting AusCERT by email, phone or FAX.

[1] SMS available for a fee

3 ARM Terms of Use

Use of the ARM service is governed by the following conditions:

3.1 The terms and conditions of the AusCERT membership agreement apply to this service.

3.2 The Member must be a current Member of AusCERT.

3.3 The ARM service does not provide technical controls to enforce restrictions on its use by the Member.

3.4 Network activity conducted by the ARM service on behalf of the Member is the responsibility of the Member.

3.5 Correct configuration of the ARM service by the Member or an authorised agent for the Member is the responsibility of the Member.

3.6 Systems configured by the Member or agent of the Member must be either owned or under the legitimate control of the Member.

3.7 Mobile telephone numbers configured for SMS alerts by the Member or agent of the Member must be either owned or under the legitimate control of the Member.

3.8 This service may be withdrawn from the Member at any time at the discretion of AusCERT.

3.9 AusCERT may alter or remove any individual configuration at any time.

3.10 AusCERT may apply restrictions on monitoring at any time.

3.11 AusCERT may add or remove any tests at any time.

3.12 AusCERT may modify the service at any time.

3.13 AusCERT will make reasonable attempts to keep the ARM service available.

3.14 Circumstances outside of the control of AusCERT (eg intervening network connectivity) may affect the ability of the ARM service to fulfil its function.

3.15 ARM tests may require the Member to perform additional configuration of their system for the service to work correctly.

3.16 AusCERT may in its absolute discretion impose a fee or alter the fee schedule for the service at any time.

3.17 Unused SMS quota may not be carried over to another service or refunded.

3.18 No responsibility or liability will be accepted by AusCERT for failure of the service to perform in any way as described.

3.19 No warranty is given by AusCERT as to the service being fit either for use or for purpose.

3.20 This Schedule and the service will automatically terminate if the subscribing organisation's AusCERT membership is terminated for any reason or not renewed by the parties.

Contact details:

AusCERT
The University of Queensland
BRISBANE QLD 4072

Phone (Hotline): +61 7 3365 4417
Phone (Membership): +61 7 3365 4530
Fax: +61 7 3365 7031