Electronic Mail Addressing

For AUSCERT to reach a larger audience, we ask that you establish some mail aliases at your site. These are auscertcontact and auscert-public.

auscert-contact will be used by AUSCERT for private mail to people at the organisation who are included in this list. This list will contain items that are private and confidential between AUSCERT and your organisation. Permission must be obtained from AUSCERT before any further release of this information. People who receive information via this list should be trusted and competent administrators with a need to be aware of security information. Subscription to this list should not be given by default, and it should be monitored. A suggested minimum content of this list would be the primary and secondary contacts.

auscert-public will be used by AUSCERT to send electronic mail-outs to a larger (public) audience. The contents of this list will be much more open, and any mail sent to this list will be considered public knowledge. A suggested minimum content for this list will be auscert-contact@your.organisation.

Information Release

AUSCERT will not be distributing the information supplied on this form as part of a consolidated list of security contacts for the use of third parties. However, during the investigation of incidents, it may be necessary to pass on to others some of the contact information supplied on this form. The third parties who will receive this information include the Australian Federal Police, other incident response teams (for example, CERT in the United States), and other AARNet (and possibly Internet) sites that have suffered attack and may need to contact you for a specific purpose. If you deny permission, then this information will not be passed on.

Note that when dealing with and coordinating an incident, it may not be possible to shield the name of your organisation/machines from other organisations.

□ yes \square no Do you give permission for AUSCERT to disclose the above information to the Australian Federal Police? Do you give permission for AUSCERT to disclose the above information to other incident response teams (eg CERT)? \Box yes no no Do you give permission for AUSCERT to disclose the above information to other AARNet and Internet sites that need to contact you? Do you give permission to disclose the name and IP address of any computer at your site as being involved in an □ ves incident in the process of seeking a resolution to an incident?

AUSCERT is a cooperative of The University of Queensland, the Queensland University of Technology and Griffith University but operates as part of the Prentice Centre, The University of Queensland. The following Conditions of Use and Liability Statement applies to all work undertaken by the Prentice Centre and thus some parts may not appear relevant. A revised set of conditions, more appropriate to AUSCERT, is being considered.

CONDITIONS OF USE AND LIABILITY STATEMENT

The following conditions of use are the conditions of the contract constituted by the University's acceptance of an order, or request for service.

1. In these conditions

- "user" means a person who requests work
- "financial delegate" means the person, whether a member of the staff of the University or not, who authorises work and, if applicable, accepts responsibility for payment for work. "work" means each job undertaken by the University in fulfilment of the request from the user.
- 2. The University shall be under no liability for breach of contract or in part or as to any matter or thing of whatsoever nature arising out of or in connection with its undertaking work, save and except as provided in these conditions, and in particular and without limiting the generality of the foregoing, the University will not in any circumstances be liable for any incidental or consequential damages of any nature or kind whatsoever.
- The user and financial delegate each acknowledges that no warranty, condition or representation on the part of the University has been given or is to be implied from anything said or written between the parties or their representatives or contained in any publication of the University or the Prentice Centre, and any warranty, condition or representation, including but not limited to any warranty, condition or representation as to the liability of the University is hereby expressly excluded.

 Nothing in this Agreement shall exclude, restrict or modify any condition, warranty or liability which may at any time be implied by the Trade Practices Act ("the Act") or any other law
 - where to do so is illegal or would render any provision of this Agreement void. If the University or the Prentice Centre should be liable for breach of a condition or warranty implied by the Act, their liability shall be limited (in the sole discretion of the University or the Prentice Centre) to the supply of the services again or to the payment of the cost of having the services supplied again.
- The University will instruct all personnel engaged in the Prentice Centre that they must protect the confidentiality of information and material furnished by users but shall be under no liability whatsoever in the event of any improper disclosure by such personnel.

 The University will be under no liability for any loss or damage resulting from or in connection with delay in proceeding with or completing work.

- Work is undertaken by the University on the condition that the user warrants that the work can be performed without the infringement of any patent or breach of any copyright. The user acknowledges in relation to software products supplied to the University under licence (e.g. SAS, SPSS, NAG) that the Prentice Centre may disclose such external and interface details of such software as may be reasonably necessary to their proper use only on condition that the user agrees that the software products or any part thereof are the property of the supplier and are proprietary to the supplier and that the user shall hold the software products or any part thereof in confidence for the supplier. The user agrees accordingly
- The user shall within fourteen (14) days of the completion of the work notify the Director of the Prentice Centre in writing of any error resulting or alleged to have resulted in incorrect or lost results. Except for any error so notified, the work shall be deemed to have been accurately and correctly performed.
- Subject to paragraph 8, where notification of error has been received and it is established that a notified error has caused incorrect or lost results, the University will undertake a re-run of the work at no extra charge, provided that a re-run is reasonably practicable. In the event that a re-run is not reasonably practicable the University will refund to the user an amount not more than the amount paid by the user to the University as the cost of the run in which the error was detected but shall be under no other or greater liability.
- 10. If a notification is in respect of an error attributable to a fault which has been reported by the University in any of its Prentice Centre publications or by written memorandum to the user, or is attributable to failure by the user to conform with the procedures set out in the appropriate supplier's software manuals including such additions as are notified from time to time by the University in Prentice Centre publications, or by memoranda to the user, the University will be under no liability to re-run or make any refund in respect of that error.
- 11. The University shall be under no liability to re-run or allow credit where an error in results has resulted from an error of judgement or interpretation by Prentice Centre personnel.
- 12. The University will be under no liability to re-run or allow credit for any loss resulting from the failure of the user adequately to safeguard himself/herself against the possibility of loss of information within the Prentice Centre systems.
- 13. Without limiting the effect of any of the above conditions, if any material furnished by the user is lost, destroyed or damaged as a result of neglect on the part of personnel employed in the Prentice Centre or breakdown or fault in the machinery, and the user provides the University with all source information in machine readable form necessary to make restoration of tha material reasonably practicable, the University will restore the material.
- 14. Nothing in the above conditions will require the University to accept any liability or undertake any re-run when incorrect results, loss of results or material, or destruction of or damage to material occur as a result of or in connection with the use by the user of other than the supported facilities notified from time to time in Prentice Centre publications, or the use of supported facilities in other than the manner approved by the University.
- 15. Access or attempted access, to the UQ network and/or to UQ systems, by other than authorised users is prohibited. It is a criminal offence to:

 - obtain access to data without permission damage, delete, alter or insert data without permission
- 16. The user and financial delegate jointly and severally hereby agree to indemnify and forever save harmless the University and each and every member of its staff against all actions, claims or demands for infringement of patent or breach of copyright which may be brought or made against the University or any such member of its staff arising out of or in connection with the