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Deliverable D3.4: Cooperation Agreement and Acceptable Use Policy

Deliverable D3.4

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Abstract

This document - Deliverable 3.4 'Cooperation Agreement and Acceptable Use Policy' - contains the template of Cooperation Agreement for partners who will implement the international fiber research network in Eastern Europe, the Baltic Countries and Southern Caucasus regions and the template of Acceptable Use Policy that will govern the usage of this network. The Cooperation Agreement template defines the responsibilities of parties and enforces the unified Acceptable Use Policy. These documents together will form a legal basis for creating, managing and using the international fiber network by both NRENs and their Customers.

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0 Executive Summary

Porta Optica Study project prepares the fiber network deployment process in the Baltic States, Eastern Europe and Southern Caucasus. One vital aspect of designing a comprehensive network implementation plan is to study the legal and political environment and to prepare respective legal documents regulating the creation and usage of that network.

The analysis of legal and political environment in Porta Optica Study target countries was performed in the Activity 2.3.

This document - Deliverable 3.4 'Cooperation Agreement and Acceptable Use Policy' - contains the *template of Cooperation Agreement* for partners who will implement the international fiber research network in Eastern Europe, the Baltic Countries and Southern Caucasus regions and the *template of Acceptable Use Policy* that will govern the usage of this network. The Cooperation Agreement template defines the responsibilities of parties and enforces the unified Acceptable Use Policy. These documents together will form a legal basis for creating, managing and using the international fiber network by both NRENs and their Customers.

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1 Description of Work

In the Workpackage 3 of Porta Optica Study "Fiber network case studies and deployment scenarios" the objective of the Activity 3.4 "Cooperation Agreement and Acceptable Use Policy" was to prepare the templates of Cooperation Agreement (CA) and Acceptable Use Policy (AUP).

1.1 Cooperation Agreement

The *template* of Cooperation Agreement has been composed to speed up the process of dark fiber network construction in the target area of the Porta Optica Study project.

The template Cooperation Agreement outlines the principles of cooperation between parties, forms the legal basis for the cooperation between NRENs, describes how the management structure for governing also the specific sub-projects under this cooperation will be formed, defines the responsibilities of all parties.

The Cooperation Agreement will serve as a framework contract. As the partners will work towards raising funding from their governments and from various funding bodies, e.g. European Commission, in order to finance implementing, managing and running PON, there will be several sub-projects and consequently several other contracts about implementation of these sub-projects, between funding bodies and the parties, participating in these specific sub-projects. In addition, the contracts with providers, suppliers etc for the sub-project will be concluded.

The authors of the deliverable recognise that it is impossible to regulate all details of the future cooperation in the Cooperation Agreement template and therefore also the actual cooperation agreement should contain clauses that enable to specify additional contingencies when they arise in the course of the cooperation; for that reason the actual agreement should be periodically reviewed and amended.

The structure of Cooperation Agreement template is the following:

- requisites of the Parties
- definitions
- goal of the cooperation and purpose of the agreement
- organisation and management structure

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- responsibilities of the Parties
- financial model of network operations
- technical principles of Porta Optica Network
- legal details: confidentiality, intellectual property provisions, handling of sensitive personal data, liabilities, governing law, settlement of disputes, amendments, termination and withdrawal, *force majeure*
- entry into force and duration of the agreement
- signatures of the Parties

Detailed technical requirements for the future Porta Optica Network should be set according to the outcome of the Porta Optica Study project. It is also necessary to be ready to update these requirements, considering, on one hand, the future development of the users` needs and network technologies and, and on the other hand, available resources. Therefore it has been planned that these detailed technical requirements for Porta Optica Network will be approved by the General Assembly of the future cooperation partners and reviewed at least once a year. These requirements will form a part of the Cooperation Agreement in the form of an Annex.

The cooperation between partners of the future Porta Optica Network will be organised according to the federal principles.

In Europe the cooperation projects similar to the future Porta Optica Network project are managed by DANTE (Delivery of Advanced Network Technology to Europe): TEN155, GÉANT, GÉANT2 etc. DANTE acts as a project management institution, builds and manages advanced networks for research and education. While owned by European NRENs, it still functions as a separate European company with full supporting structure (management, accounting, network operations etc) and the NRENs, participating e.g in GN2 project, have signed service agreements with DANTE.

Although in Central and Eastern Europe there is an association, created by NRENs in that region: Central and Eastern European Networking Association (CEENet), it is not capable of fulfilling the tasks of coordinating such long-term infrastructure projects due to the lack of manpower and supporting structure.

Therefore it should be advisable to delegate the coordinating tasks of the cooperation in the future Porta Optica Network to one of the parties of that network - to one of the NRENs. In the Cooperation Agreement template the elections of the coordinator have been planned to take place in every three years. However, the parties of the actual cooperation agreement might decide to prolong or shorten that period

In workpackage 3 of Porta Optica Study the economical analysis of fiber network deployment and operations was conducted (Activity 3.2, Deliverable 3.2). In the Cooperation Agreement the general principles of the financial obligations are described, as the detailed financial model of network operations for actual PON should be approved and regularly reviewed by the General Assembly of the future cooperation partners.

When the actual network construction begins, this template can be used as basis for negotiations between the NRENs in the area and after adaptations and modifications agreed upon by future parties. The actual cooperation agreement can be concluded as a document regulating the cooperation of the NRENs.

1.2 Acceptable Use Policy

Agreeing on unified principles of Acceptable Use Policy (AUP) is an important aspect when planning an international fiber network for NRENs.

Each individual NREN has more or less different policy governing the use of the network. As planned in the Description of Work of Porta Optica Study project (Annex I to the Contract Number 026617 between the European Community and Instytut Chemii Bioorganicznej PAN w Poznaniu, 31th Jan 2006), the Cooperation Agreement template foresees enforcing the Acceptable Use Policy of Porta Optica Network, thereby validating one, uniform superset of rules for network use for each NREN and for the institutions, connected via their national networks.

However, it should be noted that the unified, enforced AUP for the whole Porta Optica Network is not the only possibility to regulate the usage of the planned network.

Another option is that the future parties of the actual Cooperation Agreement will agree that all parties adapt their own AUPs so that the local documents will include all compulsory clauses of the AUP template, initially approved by the parties of the Cooperation Agreement.

In the GÉANT2 network there is no unified European Acceptable Use Policy; instead there is a requirement that each NREN should have and make public its own AUP.

The advantages of the usage of distributed AUP-s are the possibilities to adapt the national AUP to country's legislative conditions and practices, to include the limitations set to NREN by its administrering/funding body, to initiate the changes of the AUP when the local legislation will change. It also contributes to the simplicity of the network operations, limiting it mostly to technical issues and security.

Therefore the usage of distributed, locally adapted AUP-s instead of one unified AUP should be strongly considered when planning the actual Porta Optica Network.

The Acceptable Use Policy template can be used in both cases - either as a basis for a unified AUP or for national AUP-s. Enforcing the customers to comply either with the unified international AUP of Porta Optica Network or with the locally adapted, national AUP will in both cases remain the responsibility of the local NREN.

For the unified AUP the partners of Porta Optica Study project studied how laws, regulations and conventions in target countries regulate normal AUP elements like protection of intellectual property rights, attitude to unsolicited bulk e-mail, netiquette, prohibition of distribution of pornography etc. The EU regulations and regulations in target countries were also compared.

All target countries of Porta Optica Study have already joined with several treaties in the field of Intellectual Property Rights, for example with Paris Convention (Industrial Property), Berne Convention (Literary and Artistic Works), WIPO Copyright Treaty and WIPO Performances and Phonograms etc (see [WIPO-Administered Treaties]).

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Currently Ukraine is in the Priority Watch List, Belarus, Latvia and Lithuania are in the Watch List, Azerbaijan and Estonia are in the Special Mention section of International Intellectual Property Alliance (IIPA; see: [International Intellectual Property Alliance 2006 Special 301 Report on Global Copyright Protection and Enforcement]). The main reasons why these countries have been brought out are:

- Ukraine - optical disc piracy; rampant Internet piracy; ineffective criminal and border enforcement, absence of effective criminal prosecutions;
- Belarus - failure to adopt the legal reforms regarding intellectual property rights and actions in case of the violations, overall lackluster enforcement of intellectual property right crimes;
- Latvia - illegal file-sharing and other forms of Internet piracy; optical disc piracy; weak border enforcement and transshipment; inadequate administrative penalties; judicial obstacles and delays in the resolution of copyright cases;
- Lithuania - insufficient political commitment and regulations to eradicate copyright piracy, inadequate administrative penalties; piracy at the borders (in 2005 a major regional transshipment area for pirated material); growth of Internet piracy; problematic cooperation between ISP-s;
- Azerbaijan - legal reform deficiencies regarding intellectual property rights; no efficient police, customs, or prosecutorial activity; high piracy rate in the recording industry;
- Estonia - growth of Internet piracy, especially via File Transfer Protocol servers and peer-to-peer systems, problematic cooperation between ISP-s; optical disc piracy; insufficient attention by the government to intellectual property crimes. (see [IIPA's annual Special 301 Recommendations submitted to the U.S. Trade Representative]).

Georgia was in the Special Mention section in 2005 as the rights of international phonogram producers were not fully protected and the anti-piracy activity was ineffective. IIPA has terminated its reviews in Armenia and Moldova and those countries do not appear in IIPA-s current lists.

Fiber network enables users much more bandwidth and could therefore also induce the growth of Internet piracy, especially via ftp-servers and peer-to-peer systems. International cooperation between NRENs, who are Internet service providers for research, educational and culture institutions, is needed to avoid such illegal practice, to detect and promptly remove the infringing materials from the network.

Most NRENs in target countries have already endorsed their national Acceptable Use Policies. At the moment of writing the deliverable only URAN (Ukraine) does not have an official AUP. Some NRENs modified and published their AUPs recently, when work within the Activity 3.4 of Porta Optica Study was performed. Probably the need for such clear regulation in a national academic network became clear for all NRENs.

The current AUPs in target countries were collected and analysed. One of the goals was to avoid the situation where certain users permitted in one network will not be acceptable by other NRENs, thus becoming unable to use the international infrastructure. The summary of similarities and differences of current national AUPs is given in the next tables "NREN customers" and "Domains regulated in national AUPs".

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Country Code	NREN	Universities	Institutions of higher/ further education	Research Institutes	Secondary schools	Primary schools	Libraries, museums, national archives	Hospitals	Government Departments (National, Regional, Local)
EE	EENet	+	+	+	v	v	v	v	v
LV	LATNET	+	+	v	v	v	v	v	v
LT	LITNET	+	+	+	+	v	v	v	v
UA	URAN	+	v	v	v				v
BE	BASNET	+	v	+	v	v	+	v	v
MD	RENAM	+	v	+	v	v	v	v	v
GE	GRENA	+	+	+	v		v	v	v
AM	AS-Net	+	v	+			v		
AZ	AzNET AzRENA	+	v	+	v		v	v	v

Legend:

+	Most institutions of that type are connected via NREN national network
v	Less than half of institutions of that type are connected via NREN national network
	No institutions of that type are connected via NREN national network

Source of data: TERENA Compendium 2005 (see [TERENA NREN Compendium - ISSN 1569-4496]); Armenian data from the website of AS-Net

Table 1: NREN Customers

Domains regulated in national AUPs	EE	LV	LT	BY	MD	GE	AM	AZ
Refraining from commercial activities	+	+	+	+	+	+	+	+
Prohibition of unauthorized access to computer systems	+	+	+	+	+		+	+
Observing Copyright requirements, avoiding piracy	+		+	+	+		+	
Prohibition of distribution of pornography	+		+		+			+
Prohibition of spam or otherwise of disturbing other users	+	+		+	+		+	+
Obligation to maintain the security of computer systems	+	+	+	+	+		+	+
Obligation to use the network resources sparingly	+				+		+	
Obligation to ensure the privacy of users	+			+	+		+	+
Refraining from violating other applicable laws	+	+	+	+	+		+	+
Possibility to exclude the defaulting customer from the network	+	+	+		+		+	+

Table 2: Domains regulated in national AUPs

Acceptable Use Policy template of the proposed Porta Optica Network has been composed to regulate the most important domains of network usage. The NRENS in target countries may adapt their own AUPs according to that template.

The current Acceptable Use Policies of the participating NRENS are given in the Appendix A of the deliverable.

2 Cooperation Agreement template

(1) <NREN1_full_name> hereinafter referred to as <NREN1>, established in <address>, represented by <name>, <function>

(2) <NREN2_full_name> hereinafter referred to as <NREN2>, established in <address>, represented by <name>, <function>

and

(n) <NREN1_full_name> hereinafter referred to as <NRENn>, established in <address>, represented by <name>, <function>

HAVE AGREED to the following terms and conditions established in this cooperation agreement and its annexes (the "*Agreement*");

2.1 Definitions

1. "*Agreement*" means this agreement with its annexes and any amendments made in accordance with Articles of this Agreement.
2. "*Party*" or "*Parties*" means a party or parties to this Agreement including any other legal entity who becomes a Party in accordance with Articles of this Agreement.
3. "*National Research and Educational Network*" (abbreviated as "*NREN*") means the organisation, responsible for the provision of data communications networks and services to the research and education community in a country or an entity duly authorized to act as a representative of such organization.
4. "*Customer*" means an institution connected to international networks via NREN.
5. "*Porta Optica Network*" (abbreviated as "*PON*") means the international dark-fiber network infrastructure, including interconnections to pan-European research and education network GÉANT2, for NRENs and their Customers in Eastern Europe and Southern Caucasus.
6. "*Acceptable Use Policy of Porta Optica Network*" (abbreviated as "*AUP of PON*") means a document that defines the unified policy of Parties for governing the use of the PON and regulating the acceptable usage of the PON by Customers of Parties.
7. "*General Assembly*" (abbreviated as "*GA*") means the management decision-making body established by the Parties in accordance with Articles of this Agreement.

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8. "*Coordinator*" means the Party, who shall be elected by other Parties to coordinate all activities of the Parties in the framework of the Agreement.
9. "*Defaulting Party*" means a Party substantially breaching its obligations under this Agreement.
10. "*Sub-project*" means any specific sub-project in the framework of the cooperation under this Agreement, the Parties agree to implement in order to construct, manage and finance PON.

2.2 Goal of the Cooperation

The goal of the cooperation in the framework of the Agreement is to contribute to competitiveness and development of the countries in the Baltic States, Eastern Europe and Southern Caucasus by providing advanced high-speed research networking environment and interconnection with European and global research and educational communities for the institutions of research, education and culture of the regions.

2.3 Object of the Agreement

The Parties agree to cooperate pursuant to the terms of the Agreement in order to create, manage and finance the Porta Optica Network.

2.4 Purpose of the Agreement

The purpose of the Agreement is to

1. establish a framework for cooperation of the Parties in order to facilitate construction of international dark fiber network infrastructure, including interconnections to pan-European research and education network GÉANT2 for NRENs and the institutions of research, education and culture in the Baltic States, Eastern Europe and Southern Caucasus;
2. govern the NRENs interconnection in the PON;
3. enforce the unified Acceptable Use Policy of Porta Optica Network;
4. specify the organisation of work between the Parties, define the rights and obligations of the Parties and ensure information exchange between the Parties.

2.5 Organisation and Management Structure

To ensure efficient cooperation of the Parties, the following organisational bodies will be created:

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1. General Assembly

1.1. Every Party delegates one representative and his/her fully authorized substitute to the General Assembly of the Parties.

1.2. The General Assembly is the supervisory and decision making body in all relevant cooperation matters in the framework of the Agreement.

1.3. In particular the General Assembly shall be responsible for:

- a) Decisions about PON structure;
- b) Decisions about funding the common infrastructure, connections and manpower of PON;
- c) Endorsing the Acceptable Use Policy of PON;
- d) Decisions about inclusion of other legal entities to the Agreement;
- e) Election of the Coordinator;
- f) Decisions about amendments to the Agreement;
- g) Decision about the termination of the Agreement;
- h) Decision about exclusion of a Defaulting Party from the Agreement;
- i) Monitoring and control progress of work in the framework of the Agreement;
- j) Decisions about the prices of services to be supplied by the Coordinator to other Parties under this Agreement;
- k) Appointing and removing the members of the Technical Management Team;
- l) Establishing other committees or interest groups within the cooperation in the framework of the Agreement as it may see fit;
- m) Agreeing on press releases, press contacts and joint publications by the Parties with regard to the Agreement;
- n) Decision about the withdrawal of a Party from the Agreement;
- o) Taking measures in case of default by the Coordinator, Technical Management Team, Project Leaders;
- p) Advising on settlement of any dispute arising from the implementation of this Agreement, on the request of disputing parties.

1.4. For specific Sub-projects GA shall be responsible for:

- a) Decision about implementing a Sub-project;
- b) Appointing and removing a Project Leader;
- c) Approving proposals to potential funding bodies;
- d) Approving the budget in accordance with the proposal and work-plan of the Sub-project and rules of the funding body;
- e) Supervising the progress of Sub-Project;
- f) Reviewing and amending the work programme of the Sub-project;
- g) Reviewing and approving the usage of the budget;
- h) Reviewing and approving the reports and other project documents required by the funding body;
- i) Collection of the documents and costs and other statements and submitting them to the funding body.

1.5. For sub-projects that involve a sub-set or only one Party of this Agreement and have its own governing entity, the approval and recommendation capability of GA is limited to those particularities of the sub-project that are directly connected with implementing, managing and financing PON. The Party or the Parties involved in such sub-projects agree not to contradict with the object of the Agreement when entering to such sub-projects.

1.6. Rules of voting by GA:

- a) Each Party shall have one vote in GA.
- b) Voting in GA may take place during the GA meeting or via mailing list of GA.
- c) For the decisions in the topics 1.3.a)-1.3.g) and 1.4.a)-1.4.d) the unanimous agreement by all members of GA is required.
- d) For the decision in the topic 1.3.h) the unanimous agreement by all members of GA excluding the representative of the Defaulting Party is required.
- e) For other decisions the quorum for voting is 51% and the simple majority of the votes of the members of GA present or voting electronically is required. In the event of a tie the GA shall hold a second vote, and if the matter remains unresolved the tie shall be broken by vote of the representative of the Coordinator.

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1.7. GA meetings:

- a) GA meetings take place at least three times a year.
- b) GA meetings take place electronically (via video-conference or audio-conference) or face-to-face. At least one meeting of GA in a year takes place face-to-face.
- c) Every Party is entitled to submit topics for discussing and decision by GA.
- d) GA meetings shall be convened by the Coordinator with at least 21 calendar days' prior notice with an agenda.
- e) Every Party is entitled to propose amendments to the proposed agenda of GA meeting.
- f) The actual agenda of GA meeting will be confirmed in the beginning of GA meeting by voting of the participants of the meeting.
- g) The minutes of GA meetings shall be considered as accepted by the other Parties if no Party has objected via electronic mail within seven calendar days from receipt of minutes.

1.8. For day-to-day communication between GA members the mailing list will be used.

2. Coordinator

2.1. General Assembly elects one Party to operate as the Coordinator of the cooperation in the framework of the Agreement. The Coordinator will be elected for three (3) years.

2.2. Obligations of the Coordinator are

- a) to appoint a Manager and a Substitute to the Manager for actual organisation of the work of the Coordinator;
- b) to organize the meetings of GA according to the proposals by the Parties, to keep the minutes of the meetings, to distribute the minutes to all Parties in fourteen calendar days after GA meeting;
- c) to organize the voting by GA;
- d) to chair the meetings of GA;
- e) to organize procurements of services and equipment needed for PON according to the specific assignments and authorization by GA;
- f) to maintain a bank account for funds and expenditures relating to the cooperation in the framework of the Agreement, including possible Sub-projects;

- g) to manage financial matters relating the cooperation in the framework of the Agreement and possible Sub-projects, keep the books of the PON common funds, costs, assets etc;
- h) to maintain copies of documents created or received in relation to the cooperation within the framework of the Agreement;
- i) to transmit any documents connected with the cooperation between the Parties, including the reports required by possible funding bodies about Sub-projects;
- j) to receipt and distribute all payments made to the Coordinator on behalf of the Parties under any possible contracts of Sub-projects;
- k) to facilitate communication between the Parties, in particular to manage the mailing lists and virtual web server needed for the cooperation of the Parties in the framework of the Agreement;
- l) to publish the AUP of PON.

2.3. Other financial and administrative controls to be implemented for sub-projects will be detailed by GA separately for each sub-project according to requirements of funding body.

2.4. Rights of the Coordinator are

- a) to require and receive information from other Parties in all matters of the usage, technical parameters, users and costs of PON;
- b) to prepare a draft decision for GA to designate a Party to a Defaulting Party and propose the assignation of the tasks of the Defaulting Party to other Parties.

2.5. The Manager and Substitute to the Manager may act also as the representative and his/her substitute of the respective Party.

2.6. The Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party.

3. Technical Management Team

3.1. For day-to-day operation of PON a Technical Management Team will be appointed by GA.

3.2. General obligations of the Technical Management Team are

- a) to set up, operate and monitor the common infrastructure of PON;
- b) to establish and manage the trouble ticket system and the problem resolution mechanism for PON;
- c) to communicate with service operators in case of outages;

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- d) to solve security incidents;
- e) to report to GA.

4. Leaders of Sub-projects

4.1. For each possible Sub-project, funded by third parties, the GA shall appoint a Project Leader.

4.2. General obligations of the Project Leader are, inter alia,

- a) to prepare the proposal of the Sub-project and present it for approval to the GA;
- b) to communicate directly with funding bodies;
- c) to prepare, in coordination with the participating Parties, the detailed roadmap of the Sub-project;
- d) to lead the implementation of the Sub-project according to roadmap and budget approved by GA;
- e) to prepare and present the Sub-project progress reports to GA and to immediately report to GA about any hindrances.

4.3. Exact obligations of the Project Leader will be defined each time according to the requirements by the funding bodies and considering the exact nature of the Sub-project.

2.6 Responsibilities of each Party

1. Each Party undertakes to make all reasonable endeavours to fulfil actively and on time all of its obligations under the Agreement.
2. Each Party is obliged:
 - 2.1. To comply with the rules established in the AUP of PON;
 - 2.2. To enable only the institutions active in the fields of research, education and culture become its Customers;
 - 2.3. To oblige its Customers to comply with the rules established in the AUP of PON;
 - 2.4. To perform on time the tasks assigned to it in the possible Sub-projects;
 - 2.5. To manage the infrastructure belonging to this Party and to inform other Parties in case of faults in its infrastructure that affect or may affect the functioning of PON;

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- 2.6. To cover the costs of its own infrastructure, connections and manpower, if covering those costs has not been agreed upon differently by GA;
 - 2.7. To cover its share of the costs of its PON common infrastructure, connections and manpower according to the budget and schedules, approved by GA;
 - 2.8. To respond in a timely manner to the requests of the Coordinator and other Parties, to supply the Coordinator promptly with the information, documents, incl. cost statements and monthly time-sheets for manpower usage required for the cooperation in the framework of the Agreement;
 - 2.9. To participate in testing of PON when required by the Technical Management Team;
 - 2.10. To share with other Parties the information necessary for smooth operation of PON for preventing breach of AUP of PON rules in compliance with its national legislation;
 - 2.11. To notify other Parties promptly of any significant problem in PON;
 - 2.12. To communicate with its Customers in case of any outages or problems in PON infrastructure;
 - 2.13. To take adequate measures in case of any breach of AUP of PON rules by any of its Customers in order to stop the misuse of PON in a timely manner;
 - 2.14. To report to the Coordinator immediately about any hindrances that may affect its capability to fulfil its obligations under the Agreement.
3. Each Party agrees to appoint one administrative contact person and at least one technical contact person for day-to-day information exchange between the Parties. For specific areas like security matters, managing access points etc, the Parties may appoint additional contact persons.
 4. Each Party shall inform without delay other parties of any changes in its name or address and the names or contact data of its contact persons.
 5. No Party shall assign or transfer any of its rights and obligations under this Agreement.

2.7 Financial model of network operations

1. Detailed Financial Model of network operations for PON will be approved by GA as an Annex to the Agreement and reviewed at least once a year.
2. General principles in financing the PON are the following:
 - 2.1. In the absence of other arrangements, each Party is responsible for its own costs in connection with cooperation in the framework of the Agreement. Common costs, for example the cost of

interconnections between 2 or more Parties, will be covered in equal proportions by the respective Parties.

2.2.The Parties will work towards raising funding by their governments and by various funding bodies, e.g. European Commission, in order to finance implementing, managing and running PON.

2.3.Prior concluding any sub-contracts and agreements with providers and suppliers the Parties have to prove their ability to fulfil their financial obligations with regard to those possible sub-contracts and agreements by appropriate documents.

2.4.Funds by third parties (funding bodies) will be used according to the conditions set by the funding organisations.

2.5.Each Party shall produce internal cost report about its costs in relation to PON. Such report will be presented to GA at least once a year.

2.8 Technical Principles of PON

1. Detailed Technical Requirements for PON will be approved by GA as an Annex to the Agreement and reviewed at least once a year.

2. General principles in implementing, managing and running PON are the following:

2.1.The PON will be created and developed according to the actual needs of NRENs and their Customers and considering available financial resources.

2.2.Bandwidth over-provisioning will be preferred over traffic engineering.

2.3.The priority for selection of protocols and services run on PON will be given to the actual needs of NRENs and their Customers.

2.4.When required by law by any Party or funding body, the procurements of services and hardware will be arranged by Public procurements.

2.5.In each service agreement with providers it will be agreed upon, who will be entitled to contact the provider on operational matters such as outages and other problems.

2.6.To ensure the flawless operation, extension and monitoring of the backbone network and organise the speedy recovery from network connection failures, a trouble ticket system of PON will be implemented.

2.7.Central services needed for PON will be implemented, run and monitored by the PON Technical Management Team.

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2.8. The exact demarcation points where the responsibility of Technical Management Team ends and the responsibility of an NREN or provider/supplier starts together with the set response times in case of failures will be specified in Detailed Technical Requirements.

2.9. In order to prevent and early detect the security incidents, regular information exchange about security problems between the Parties will be arranged. Actual security incidents in PON will be solved by the efforts of all concerned Parties.

2.10. Each Party will

- a) monitor and study the needs of its Customers and propose to GA necessary changes of PON;
- b) inform its Customers about the protocols and services they can use on PON;
- c) run helpdesk for its Customers and end-users.

2.9 Confidentiality, Intellectual Property Provisions, Handling of Sensitive Personal Data

1. Consistent with national laws and regulations, each Party agrees that all information of whatever nature or form as is disclosed to a Party in connection with the Agreement and which is marked "confidential" is communicated on a confidential basis and will be not disclosed during the period of five (5) years for any other purpose than in accordance with the terms of the Agreement. The Parties ensure that access to such confidential information will continue to be protected in the event of withdrawal by any Party or upon termination of this Agreement.
2. Every Party agrees not to use, in the framework of the Agreement, any proprietary rights of a third party for which the Party has not acquired the right to grant licences and user rights to the other Parties.
3. In all their activities in the framework of the Agreement, the Parties shall ensure the protection of sensitive personal data and privacy of end-users of PON.

2.10 Liabilities

1. Each Party will indemnify each of the other Parties or third parties in respect of liability resulting from erroneous acts and omissions of itself and of its employees. The claims for indemnity will be sent to such Party in writing. Claims for indemnity can not be extended to claims for any indirect losses or damages such as loss of revenue or profit.
2. In the event of a breach by a Party (Defaulting Party) of its obligations under this Agreement which is irremediable or which is not remedied within thirty calendar days of a written notice from the Coordinator, the other Parties in the GA may decide to terminate this Agreement with respect to the

Defaulting Party. The rights granted to the Defaulting Party by the other Parties under the Agreement, shall cease after such termination has been taken place. The work of the Defaulting Party shall be assigned to one or several Parties by GA.

3. The Defaulting Party will be responsible for and pay all reasonable direct cost increase of other Parties resulting from the termination of the Agreement with respect to this Defaulting Party.

2.11 Governing Law and Settlement of Disputes (Arbitration)

1. The activities contemplated by this Agreement are subject to any mandatory rules or regulations that are applicable in the countries in which the activities by Parties occur. Nothing in this Agreement shall be deemed to be an agreement to violate such rules or regulations. To the extent any such rules or regulations forbid or restrict any of the activities contemplated hereunder, the Parties agree that this Agreement shall not obligate either Party to conduct such activity.
2. Any matter relating to the interpretation and application of the Agreement which is not covered by its terms shall be resolved by reference to the law of <COUNTRY>.
3. All disputes arising in connection with this Agreement will be resolved by consultation between the Parties. The disputes which cannot be settled amicably shall finally be settled by arbitration in <TOWN> under the rules of arbitration of the <INSTITUTION>. The award of the arbitration will be final and binding upon the Parties concerned.

2.12 Amendments

1. Requests for amendments of the Agreement shall be submitted by interested Party/Parties to the Coordinator in writing.
2. All amendments or changes to the Agreement shall be valid only if made by unanimous vote by GA or in writing and signed by an authorised signatory of each Party. The amendments made by unanimous vote will be sent to each Party by the Coordinator.
3. Accession to the Agreement by any additional NREN is allowed only if GA unanimously agrees to such amendment of the Agreement. The new party will then be obliged to sign the accession contract with the Coordinator and thereby agree to be bound by the terms of the Agreement with effect from the date of its accession to the Agreement.

2.13 Termination and withdrawal

1. The Agreement may be terminated before its term when all Parties agree to such termination.

2. A Party may withdraw from this Agreement by giving 6 months written notification to the Coordinator. Such Party shall not be relieved from the liabilities arising out of such withdrawal.

2.14 Force Majeure

1. In this Agreement, Force Majeure shall mean any cause or circumstance beyond the affected Party's reasonable control.
2. No Party shall be liable for delay or failure to fulfil its obligations under this Agreement if the delay or failure results from events of Force Majeure.
3. The Party affected by Force Majeure shall immediately notify the Coordinator and GA about such circumstance.

2.15 Entry into Force and Duration

1. This Agreement shall enter into force as of the date of its signature by the Parties and shall continue in full force and effect until terminated in accordance with this Agreement.
2. The initial duration of the Agreement shall be three years as of the date of its signature.
3. The Parties will review the benefits of continuation the Agreement and may agree on continuation of the Agreement unlimited times.
4. Should any provision of this Agreement prove to be invalid or incapable of fulfilment, or subsequently become invalid or incapable of fulfilment, whether in whole or in part, this shall not affect the validity of the remaining provisions of this Agreement.

Done at <locaton>, in <n> originals in English language, all texts being equally authentic.

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Date

For <NREN2>
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Name
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3 Acceptable Use Policy template

1. Definitions

1.1. "*Porta Optica Network*" (abbreviated as "*PON*") means the international dark-fiber network infrastructure, including interconnections to pan-European research and education network GÉANT2, for NRENs and their Customers in Eastern Europe and Southern Caucasus.

1.2. "*Acceptable Use Policy of Porta Optica Network*" (abbreviated as "*AUP of PON*") means the current document.

1.3. "*National Research and Educational Network*" (abbreviated as "*NREN*") means the organisation, responsible for the provision of data communications networks and services to the research and education community in a country or an entity duly authorized to act as a representative of such organizations.

1.4. "*Customer*" means an institution connected to international networks via NREN.

1.5. "*Defaulting Customer*" means a Customer substantially breaching its obligations under this AUP of PON.

2. Purpose and target group of Acceptable Use Policy

2.1. The current Acceptable Use Policy of Porta Optica Network is a document that defines the unified acceptable policy of the use of PON by NRENs and their Customers.

2.2. AUP of PON has been endorsed, will be regularly reviewed and, in case of need, updated by the General Assembly of Porta Optica Network.

2.3. Every NREN connected to PON is obliged to comply with the rules established in the AUP of PON.

2.4. Every Customer of an NREN connected to PON is obliged

a) to comply with the rules established in the AUP of PON;

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- b) to ensure that every end-user in their institution complies with the rules established in the AUP of PON.

2.5. In addition, the NREN may have its own local Acceptable Use Policy regulating the usage of its network in more detailed manner. Those local Acceptable Use Policies will be compiled in compliance with AUP of PON and published on the webpages of the NRENs.

3. Institutions, who are entitled to use PON

3.1. PON may be used only by the institutions active in the fields of research, education and culture, including such research and development institutions that are partners of research institutions in research and development (e.g. medical institutions, environmental protection agencies etc.), and spin-off companies whose principal activity is research and development.

3.2. In consideration of the expedience of network design and extension of additional costs related to the services the NREN may, in the individual case, provide services also to state agencies and departments thereof, to persons in public law and to local governments.

3.3. The detailed conditions and procedures for qualification as an NREN Customer shall be approved by the NREN according to national legislation and rules and taking into account the AUP of PON.

4. Acceptable use of PON

4.1. PON may only be used in accordance with AUP of PON, with the national laws and European legislation.

4.2. PON may only be used for legal activities of education, research and culture.

4.3. Every Customer using PON via a NREN is obliged

- a) to immediately inform this NREN about obstructions or disorders in the PON;
- b) to comply with a request by this NREN to stop using an item of networking software or hardware because it is causing disruption to the correct functioning of PON;
- c) to immediately inform this NREN about security incidents, concerning other Customers;
- d) to cooperate with this NREN in order to resolve possible security incidents and to assure the smooth operation of PON;
- e) to update regularly the software in its computers and servers in order to close immediately all known security holes;
- f) to keep the passwords confidential;

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- g) to refrain from activities which directly or indirectly may disturb the functioning of PON or other Customers;
- h) to refrain from commercial activities in PON.

4.4. Following activities are not considered as commercial activities:

- a) Information services for public use (in fields of science, education, culture, medicine, environment protection etc.). Provider of the information service is responsible for the content of the information. The NREN has the right to set limits to the information services offered in PON by its Customers;
- b) Operation of spin-off companies whose principal activity is research and development;
- c) Conducting priced educational and research activities and advertising for such services.

Each NREN is entitled to further specify the conditions of activities, not considered as commercial activities.

5. Unacceptable use

5.1. PON may not be used for any of the following:

- a) illegal spreading of software;
- b) the spreading and introduction of viruses and data that enables unauthorised access to computer systems or resources, violation of systems or network security;
- c) unauthorised access to computer systems or resources;
- d) the creation or transmission of any offensive, defamatory or pornographic material;
- e) direct or indirect disturbing other users;
- f) destroying the data of other users of network;
- g) the spreading of unsolicited advertising material (spam);
- h) the exhorting to violence, terrorism, coup d'état, computer violation;
- i) the violation of copyright or intellectual property rights of any persons;
- j) the publishing of restricted information, when such restriction has been stipulated by law;
- k) the violation of the rights, dignity or privacy of other persons.

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5.2. It is not allowed for any Customer and end-users in Customer-institutions of PON

- a) to disturb the operation of PON;
- b) to resell, rent or broadcast the PON services, rendered to him by NREN, to the third parties;
- c) to jeopardise the usage or performance of PON by other Customers;
- d) to use PON for commercial activities.

6. Procedures and sanctions in case of noncompliance

6.1. When a NREN connected via PON detects a noncompliance with AUP of PON originating from another NREN's network, it shall submit all information about this noncompliance to this other NREN immediately.

6.2. The NREN from whose network the noncompliance with AUP of PON originates, shall take necessary steps to remedy the situation.

6.3. The NRENS are entitled to give warnings to and/or suspend temporarily or permanently the network services for Defaulting Customers. Restoration of services will be made only when the Defaulting Customer will have ensured compliance with AUP of PON in future.

6.4. Every Customer is responsible for loss or damage caused by the misuse of PON by it or its end-users.

6.5. When a violation of AUP of PON is unlawful or results in loss or damage to the PON resources or the resources of any other users, the matter may be referred for legal action.

6.6. When a NREN does not comply with AUP of PON or does not take necessary steps in case of noncompliance that originate from its network, the matter will be solved according the clauses about the Defaulting Party of the Cooperation Agreement, concluded between parties of PON.

4 References

[IIPA's annual Special 301 Recommendations submitted to the U.S. Trade Representative]

<http://www.iipa.com/countryreports.html>

[International Intellectual Property Alliance 2006 Special 301 Report on Global Copyright Protection and Enforcement]

http://www.iipa.com/special301_TOCs/2006_SPEC301_TOC.html

[WIPO-Administered Treaties]

<http://www.wipo.int/treaties/en/>

[TERENA NREN Compendium - ISSN 1569-4496]

<http://www.terena.nl/activities/compendium/2005URL>

5 Acronyms

AUP	Acceptable Use Policy
CA	Cooperation Agreement
CEENet	Central and Eastern European Networking Association
DANTE	Delivery of Advanced Network Technology to Europe
EU	European Union
ftp	File Transfer Protocol
GA	General Assembly
GÉANT	Pan-European Gigabit Research and Education Network; also the name of the corresponding four-year project that created it
GÉANT2	Seventh generation of pan-European research and education network, successor to GÉANT
IIPA	International Intellectual Property Alliance
NOC	Network Operating Center
NREN	National Research and Educational Network
PON	Porta Optica Network
POS	Porta Optica Study
TEN155	European research network which connected 20 national and one regional research networks between 11 December 1998 and 30 November 2001
TERENA	Trans-European Research and Education Networking Association
WIPO	World Intellectual Property Organization
WWW	World Wide Web

Names of NRENs in POS target and partner countries

AS-Net	Academic Scientific Research Computer Network of Armenia
ASNET-AM	Academic Scientific Research Computer Network of Armenia
AzNET	"Internet Access and Infrastructure Development for research, educational and civil society development purposes" project in Azerbaijan
AzRENA	Azerbaijan Research and Education Networks Association
BASNET	The Network of the National Academy of Sciences of Belarus
CESNET	Czech NREN operator, association of legal entities
EENet	Estonian Educational and Research Network
GRENA	Georgian Research and Educational Networking Association
GR-NET	Greek Research and Technology Network

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LATNET	Latvian Research Network
LITNET	Lithuanian Academic and Research Network
PIONIER	Polish Optical Internet, broadband optical network in Poland, operated by Institute of Biorganic Chemistry PAS Poznań Supercomputing and Networking Center
RENAM	Research and Educational Networking Association of Moldova
SANET	Slovak Academic Network Association
URAN	Ukraine Research and Education Network

Country codes:

AM	Armenia
AZ	Azerbaijan
BY	Belarus
CZ	Czech Republic
EE	Estonia
GE	Georgia
GR	Greek
LT	Lithuania
LV	Latvia
MD	Moldova
PL	Poland
SK	Slovakia
UA	Ukraine

Appendix A Acceptable Use Policies of the participating NRENs

Appendix A contains the texts of current Acceptable Use Policies of NREN-s participating in Porta Optica Study project.

No	Country Code	NREN	AUP(s) or other documents regulating the usage of the network	Public URL of AUP or other similar document (if available)
1	AM	AS-Net	ASNET-AM Acceptable Use Policy	
2	AZ	AzRENA AzNET	AzRENA Acceptable User & Use Policy AzNET Acceptable User & Use Policy	http://www.azrena.org/use_policy_en.htm http://www.aznet.org/about/aup.html
3	BY	BASNET	BASNET Acceptable User & Use Policy	http://www.inform.org.by/about/index.php?sp=3
4	CZ	CESNET	Access Policy for the Next-Generation National Research and Education Network CESNET2 Acceptable Use Policy	http://www.ces.net/doc/aup.html
5	EE	EENet	EENet Acceptable Use Policy	http://www.eenet.ee/EENet/usagepolicy.html
6	GE	GRENA	GRENA Acceptable User & Use Policy	http://www.grena.ge/english/about/aup.html
7	GR	GRNET	GRNET Acceptable Usage Policy	http://www.grnet.gr/index.php?op=modload&modname=Sitemap&action=sitemapviewpage&pageid=61&language=en
8	LT	LITNET	Acceptable Usage Policy of Lithuanian Academic and Research Networks	http://www.litnet.lt/index.php?option=com_content&task=view&id=42&Itemid=68

No	Country Code	NREN	AUP(s) or other documents regulating the usage of the network	Public URL of AUP or other similar document (if available)
			LITNET	
9	LV	LATNET	LATNET Acceptable Use Policy	http://info.latnet.lv/En/Clients/usepolicy.stm
10	MD	RENAM	Accessible Use Policy for RENAM Data Communication Infrastructure	http://www.renam.md/documents/aup_en.html
11	PL	PIONIER	PIONIER Acceptable Use Policy	http://www.pionier.gov.pl/network/RKP-05-0007-v4.1-eng.pdf
12	SK	SANET	SANET Acceptable Use Policy	http://www.sanet.sk/en/aup.shtm
13	UA	URAN	<i>No official AUP</i>	

Table A.3: Summary of acceptable use policy documents by NREN-s

A.1 Academic Scientific Research Computer Network of Armenia ASNET-AM Acceptable User Policy

1. Authorized Use

Use of the ASNET-AM computers, servers, electronic mail, Internet, WWW, dial-in access and remote computing, is to be consistent with the education, research, and service mission of ASNET-AM.

2. Individual Privileges of Users

ASNET-AM users have the following privileges conditioned upon acceptance of the accompanying responsibilities:

- Privacy
- Electronic and other technological methods may not be used to infringe upon privacy. However, use of the computers and network is at each user's own risk because privacy cannot be guaranteed.
- Freedom from harassment and discrimination
- All members of the ASNET-AM community have the right not to be harassed or discriminated against through the computer or network usage of others. ASNET-AM policies and procedures on harassment, discrimination, publicity, hazing, non-academic student conduct and other related policies apply to use of the ASNET-AM owned or operated computing and network resources regardless of the medium used.

3. Individual Responsibilities of Users

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Just as certain privileges are given to each member of the ASNET-AM community, each member is held accountable for his/her actions as a condition of continued membership in the community. The interplay of privileges and responsibilities within each individual situation and across the ASNET-AM establishes the trust and intellectual freedom that form the heart of the ASNET-AM academic community. This trust and freedom are grounded on each person developing the skills necessary to be an active and contributing member of the community. These skills include an awareness of and knowledge about information and the technology used to process, store, and transmit it. All users have the responsibility to report any discovered unauthorized access attempts or other improper usage of ASNET-AM computers, network, or other information processing equipment.

Common courtesy and respect for rights of others

Users are responsible to all other members of the ASNET-AM community in many ways that include but are not limited to:

- responsibly sharing ASNET-AM computing resources;
- respecting the rights of privacy for all, including, but not limited to, files of personal information and programs, no matter on what medium they are stored or transmitted. No user should look at, copy, alter, or destroy anyone else's personal files without explicit permission (unless authorized or required to do so by law or regulation). Simply being able to access a file or other information does not imply permission to do so;
- respecting the diversity of the population and opinion in the community;
- behaving ethically, and
- complying with all legal restrictions regarding the use of information that is the property of others. Users are responsible for recognizing (i.e., attributing) and honoring the intellectual property rights of others.

3.1. Responsible use of resources

Members of the ASNET-AM community are responsible for knowing what information resources (including, but not limited to, network) are available, remembering that the members of the community share them, and refraining from all acts that waste or prevent others from using these resources. Particular areas where users are expected to exercise responsible behavior include, but are not limited to, the following areas:

- Game playing: Game playing is forbidden at the ASNET-AM computer labs;
- Information integrity: It is the user's responsibility to be aware of the potential for and possible effects of manipulating information, especially in electronic form, and to verify the integrity and completeness of information that is compiled or used;
- Use of desktop systems: Users are responsible in coordination with their Departments for the security and integrity of ASNET-AM information stored on personal desktop systems including, but not limited to, making regular disk backups, and controlling physical and network access to the machine. Users should not store passwords or other information that can be used to gain access to other ASNET-AM computing resources;
- Sharing of access: Computer accounts, passwords, and other types of authorization are assigned to individual users and must not be shared with others. Users are responsible for any use of their accounts;

- Permitting unauthorized access: Users may not run or otherwise configure software or hardware to intentionally allow access by unauthorized users;
- Use of privileged access: Special access to information or other special computing privileges are to be used in performance of official duties only. Information that a user obtains through special privileges is to be treated as private;
- Abusive Internet usage: Internet access can be used for job related matters only. Abusive downloading of games, photos, music and other entertainment files is prohibited.

4. Harmful activities prohibited at ASNET-AM

Harmful behavior that is subject to sanctions includes, but is not limited to, the following:

- Harassment: No member of the ASNET-AM community may, under any circumstances, violate ASNET-AM policies and procedures on harassment, discrimination, publicity, hazing, non-academic student conduct and other related policies through use of University-owned or operated computing and network resources. Nor shall any user intentionally disrupt or damage academic, research, administrative, or related pursuits; invade another person's privacy - academic or otherwise; or threaten such an invasion of privacy;
- Academic dishonesty: Users should always use computing resources in accordance with the ethical standards of the ASNET-AM community. Academic dishonesty (plagiarism, cheating) is a violation of those standards;
- Harmful activities: Harmful activities such as, but not limited to, the following, are prohibited: creating or propagating viruses; disrupting services; damaging files; and intentionally destroying or damaging equipment, software, or data belonging to ASNET-AM or other users. Further, users may not damage computer systems; obtain unauthorized extra resources; deprive other users of authorized resources; gain unauthorized access to systems by using knowledge of a special password, loopholes in computer security systems, or another user's password; or gain unauthorized access to resources used during a previous position at ASNET-AM;
- Denial of service: Deliberate attempts to degrade the performance of any computer system or network or to deprive authorized personnel of resources or access to any ASNET-AM computer system or network are prohibited.
- Accessing or attempting to access another individual's data or information without proper authorization (e.g., using another person's password to look at their personal information);
- Obtaining, possessing, using, or attempting to use someone else's password without proper authorization;
- Tapping phone or network lines (network sniffers);
- Making more copies of licensed software than allowed;
- Sending an overwhelming number of files across the network (e.g., spamming or e-mail bombing);
- Intentionally releasing a virus or other program that damages, harms, or disrupts a system or network;
- Intentionally preventing others from accessing services;
- Unauthorized use of the ASNET-AM resources;
- Sending forged messages under someone else's ID;
- Using ASNET-AM resources for unauthorized or illegal purposes;
- Unauthorized access to data or files even if they are not securely protected.

5. Constrained activities at ASNET-AM

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Policies listed below have specific application to constrain the types of activities that may be carried on by users of ASNET-AM computers and network. ASNET-AM constrained behavior includes, but is not limited to, the following:

- Use of copyrighted information and materials: Users are prohibited from using, inspecting, copying, and storing copyrighted computer programs and other material;
- Use of licensed software: No software may be installed, copied, or used on ASNET-AM resources except as permitted by the owner of the software. Software subject to licensing must be properly licensed and all license provisions (installation, use, copying, number of simultaneous users, terms of license, etc.) must respect the contractual agreements;
- Political campaigning: The ASNET-AM does not permit use of ASNET-AM-owned or operated computers and network resources for activities that might be construed as political campaigning;
- Commercial advertising: The ASNET-AM does not permit use of ASNET-AM-owned or operated computer and network resources for commercial advertising;
- Personal business: Computing facilities, services, and network may not be used in connection with compensated outside work or for the benefit of organizations or individuals not related to ASNET-AM, except in the cases of incidental use, use supporting scholarly pursuits, or other use subject to arrangements between the user and the user's dean, director, or supervisor. Incidental use for personal business includes occasional communication and other use that has negligible effect on the use of technology by others;
- Network installations: Users may not, without authorization from Computer Services Office, connect any network equipment to the ASNET-AM network. Network equipment includes, but is not limited to, hubs, routers, firewalls, bridges, and switches or any devices that provide network connectivity to more than one individual computer system. In addition, users may not connect to the network any computer that is configured to perform the functions of the aforementioned network equipment;
- Anonymous usage: Users may not run network services that allow the anonymous deposit of data on the ASNET-AM network. For any such data transfer services, security must be provided through usernames and passwords that are traceable to individual users.

6. Control Mechanisms over Computer and Network Use

6.1. Control of access to information

ASNET-AM may control access to its information and the devices on which it is stored, manipulated, and transmitted.

6.2. Imposition of sanctions

ASNET-AM may impose sanctions on those who violate ASNET-AM policies applicable to computer and network usage.

6.3. System administration access

The ASNET-AMF System Administrator may access others' files or accounts for the maintenance of network and computer and storage systems, such as to create backup copies. The ASNET-AMF System Administrator may access others' files or accounts to investigate allegations of misconduct, violation of ASNET-AM policy or

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procedure. In all cases, however, all individuals' privileges and rights of privacy are to be preserved to the greatest extent possible.

6.4. Suspension of individual privileges

The Computer Services Office may suspend computer and network privileges of an individual for reasons relating to the safety and well being of members of the ASNET-AM community or ASNET-AM property or for reasons relating to the violation of ASNET-AM policies. Access will be promptly restored when safety and well being can be reasonably assured, unless access is to remain suspended as a result of formal disciplinary action imposed by the Vice President, or an employee's department.

7. Enforcement of the Appropriate Use Policy

7.1. Investigative contact

If an ASNET-AM employee is contacted by a representative from an external organization who is conducting an investigation of an alleged violation involving ASNET-AM computing and networking resources, the user must inform the office of the Vice-President immediately. The employee must refer the requesting agency to the Vice-President who will provide guidance regarding the appropriate actions to be taken.

7.2. Responding to security and abuse incidents

All ASNET-AM users and departments have the responsibility to report any discovered unauthorized access attempts or other improper usage, as described in "Harmful activities prohibited at ASNET-AM" and "Constrained activities at ASNET-AM" sections above, of ASNET-AM computers, network, or other information processing equipment. If a user observes or receives a report of (other than as in "Investigative Contact" section above), a security or abuse problem with any ASNET-AM computer or network facilities, including violations of this policy, the user must:

Take immediate steps to ensure the safety and well being of information resources. For example, the ASNET-AMF System Administrator should be contacted to temporarily disable any apparently compromised computer accounts or to temporarily disconnect or block offending computers from the network;

Ensure that the System Administrator and the user's department head are notified.

Once notified, the Computer Services Office will coordinate the technical and administrative response to such incidents. Reports of all incidents will be forwarded to the Director of Computer Services Office.

7.3. Range of disciplinary sanctions

Persons violating this policy are subject to sanctions, such as loss of computer or network access privileges, disciplinary action, up to and including, but not limited to, dismissal from ASNET-AM or legal action. Some violations may constitute criminal offenses, under local laws. ASNET-AM will carry out its responsibility to report such violations to the appropriate authorities.

7.4. Appeals

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Appeals should be directed through existing procedures established for employees and students.

Internet Use Policy

1. Academic freedom

The Internet is an important tool for members of the ASNET-AM community to use in exercising their academic freedom. Academic freedom is a core value for the ASNET-AM, and the use of or access to the Internet shall not be restricted for any community member who uses it in the pursuit of learning or free exchange of ideas, and who does not commit violations qualifying as Internet abuse.

2. Violations Qualifying as Internet Abuse

The Internet at the ASNET-AM must be used in a manner that is lawful, consistent with the mission of the ASNET-AM, consistent with ASNET-AM codes of conduct, and that does not compromise the security and effective operation of the network.

Prohibited uses of the Internet include, but are not limited to:

Use of the Internet in a manner that violates copyright or intellectual property rights. If the ASNET-AM determines that such a violation has occurred it may take action under the Actions section below;

Use of the Internet to disseminate unsolicited, mass distributed e-mail (spam) that is clearly unrelated to the mission of the ASNET-AM (e.g. pursuing of academic goals, carrying out of job responsibilities, or otherwise contributing to the healthy life of the ASNET-AM);

Use of the Internet in a fraudulent manner. Such use may include, but is not limited to, the alteration or forging of e-mail headers or someone's digital signature, impersonation of another, or other actions designed to deceive;

Use of the Internet for commercial purposes;

Intentionally compromising network security or integrity. Such compromising of security or integrity may include, but is not limited to, attempts to circumvent user authentication; attempts to intercept or interfere with others' use of the network; intentional transmission of virus, worm, Trojan horse, or other code with malicious intent;

Excessive use of the Internet for non-job-related downloads.

3. Procedures

3.1. Providing Feedback on Internet Usage Volume

ASNET-AMF Computer Services Office sends an e-mail on a weekly basis to each user of the Internet providing information about cumulative Internet usage volume for the calendar month. The text of the e-mail will read:

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*Dear owner of login *****,*

*You have downloaded ***** MB from the worldwide web so far this month.*

This message is simply informative and requires no action.

If user traffic surpasses the monthly average Internet traffic of an ASNET-AM user a message is sent with the following text:

*Dear owner of login *****,*

*Your Internet usage volume was found to be excessive ***** MB so far this month. Further excessive (non job related) Internet usage may result in suspensions or termination of network access rights.*

You will receive this message every day while your traffic is much greater than monthly average traffic of an ASNET-AM user.

The message is informative and alerts users to be more selective during browsing the Internet and keep its use to job related matters.

4. Actions

4.1. Suspension or Termination of Internet and Network Access because of Internet Abuse

Abuse of the Internet could result in Computer Services Office reviewing of user's Internet usage log files in order to determine whether that usage is consistent with the Internet Use Policy. If the usage is found to be inconsistent with that policy, the Internet use may be suspended until the matter is resolved with the Director of Computer Services Office or for up to 10 days suspension if the matter is not resolved. The user is informed about that with an appropriate message. Repeated violations of the Internet Use Policy may result in longer suspensions or termination of Internet access rights.

If it is judged necessary by a supervisor for a user to continue accessing the network in order to perform job or academic functions, the supervisor may require continuation of a user's network privileges.

4.2. Internet and Network Security Protection Emergency Measures

Computer Services Office is allowed to take immediate action to preserve the security and integrity of the network should an acute threat arise. When such an emergency situation arises, Computer Services Office may suspend service, review log records, and take other actions as judged immediately necessary to protect the network. Great discretion must be observed in taking such measures, but the option is made available under this policy in order to allow Computer Services Office to preserve the network under exceptional circumstances.

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A.2 AzRENA Acceptable User & Use Policy

The Azerbaijan Research and Education Networks Association (AzRENA) network is a computer network connecting the major government organizations, institutions and academician institutes. The Association is public for academic and education institutions. Connection to AzRENA's education network is limited to the following organizations:

- Universities;
- Institutes for higher educations;
- Research institutes;
- Libraries;
- International organizations working in education and their programs

The communication and information services provided to these institutions include full Internet connectivity and are intended both for the staff and the students of the connected institutions. AzRENA is not providing any kind of connectivity including dialup access for individuals, even for staff or students of the above mentioned organizations.

Other organizations could be connected to AzRENA network temporary for testing and developing advanced networking technologies and applications.

Any organization operating in the Azerbaijan Republic and abroad, working in the field of organization and usage of computer networks, can become a member of AzRENA. Everybody of AzRENA's member has a number of advantages presented in "membership" section.

A.3 AzNET Acceptable User & Use Policy

1. Goals and provided services

The Azerbaijan Networking Educational Project (AzNET) is a joint initiative of the Ministry of Communications & Information Technologies of Azerbaijan Republic, United Nations Development Programme (UNDP) Azerbaijan, Open Society Institute – Assistance Foundation Azerbaijan (OSI-AF) and Azerbaijan Research and Educational Networking Association (AzRENA). The AzNET continues network development efforts started by National Information & Communication Technology (NICTS) Project, the AzRENA run by the Academy of Sciences, and the Information Program of the OSI-AF. It takes advantage of the assistance from the NATO's Virtual Silk Highway Project for external Internet connectivity. This Project also uses resources provided by NATO Science Program in frame of CARANA and Network Infrastructure Grants (NIG) for infrastructure development in country.

The AzNET network has presence in Baku city and in the major cities and regions of Azerbaijan. The network is implemented as a Fiber Optics (FO) backbone with Points of Presence (POP's) collocated in Public Switched Telephone Networks nodes (PSTN), which are "Baki Telephone Rabite Istehsalat Birliyi (BTRIB)" in Baku city

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and “AzTeleCom” in Azerbaijan regions. Network capacity to connect the POP's is dedicated from the BTRIB over the existing FO infrastructure connecting their nodes. The backbone speed is no lower than 1000 Mbps.

The number of nodes populated by the backbone is determined based on the spread of the customer base over the city, and may grow through the Project's implementation period.

Outside Baku, the network creates POP's with the aim of covering the maximum of the country's territory, and using technology appropriate to each location. Remote POP's are connected to the network's core in Baku city by leased lines of the appropriate capacity, with a view to encourage intra-network information exchange and content creation.

The services provided by AzNET include, but not limited to:

- External Internet connectivity with minimum 64 kbps speed;
- Internal exchange connectivity between connected institutions (min. 64 kbps);
- Anti-spam, Antivirus and Intrusion Detection & Prevention filtering and protection;
- Traffic measurement and monitoring systems;
- Web Hosting and its support;
- Distance Learning faculties;
- Video & Web Conferencing;
- Technical support related to network connectivity;
 - Call-center Helpdesk
 - On-site support and maintenance
- Content filtering for the following content groups:
 - Pornography
 - Fascism
- Local Internet Registry (LIR);
- Computer Security Incident Response Team (CSRT);
- Dialup Access;
- Trainings;

Customers get xDSL (ADSL, HDSL, SHDSL) service at the speed commensurate with category and technical specifications, but not lower than 64 Kbps. Wireless and FO technologies can complement the xDSL infrastructure, when appropriate. The network also operates an appropriate dial-up facility.

2. Eligible Target Groups

AzNET is a non-commercial and non-profit Application and Internet Service Provider (AISP) for target institutions that comprise but not limited to the:

- Higher Education institutions,
- Research Institutions,
- High Schools,
- Secondary Schools,
- Libraries,
- NGO's,

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- Culture and community groups,
- International non-profit organizations.

AzNET may also provide services to other networks, in case such a provision does not violate the non-commercial nature of the network and results in direct benefit of the already connected networks.

3. Acceptable use policy

AzNET network may be used only for transmission, distribution or storage of any material without violation of any applicable law or regulations in the country.

AzNET users are prohibited to:

1. Send unsolicited e-mail messages (spam).
2. Distribute computer viruses or similar programs by all means.
3. Have unauthorized access to or use data, systems or networks, including any attempt to probe, scan or test the vulnerability of the system or network or to breach security or authentication measures without explicit authorization of the owner of the system or network.
4. Conduct unauthorized monitoring of data or traffic on any network without explicit authorization of the owner of the system or network.
5. Interfere in services of any user, host or network including, without limitation: flooding and deliberate attempts to overload a system.
6. Conduct a non-authorized scanning of any range of IP-addresses in the Internet.
7. Insult or violate rights of any person, a company or an organization including without limitation, violating the rights of an intellectual property and confidentiality of a third party.
8. Attempt to access filtered content via external proxy servers.
9. Distribution of filtered content via AzNET network infrastructure.

In case of violation of the above-mentioned rules, AzNET has the right, after proper formal warning, to suspend the connection of the offending network, until the latter conforms to the rules.

All connected networks should establish their own Acceptable Use Policies compatible to the present one.

A.4 BASNET Acceptable User & Use Policy

1.The Unified Research and Informational Computer Network (URICON) is a national computer network connecting government organizations, universities, educational and research institutions in the Republic Belarus.

2.Connection to URICON is limited for the following organizations:

- Research institutions
- Education institutions
- Scientific and public libraries
- International organizations working in education and their programs
- Scientific-and-technical information centers
- Editors of scientific magazines
- Organizations-coauthors of research works with the institutions of the Academy of sciences of the Republic Belarus for the period of action of the corresponding contract.

3.The communication and information services provided for these institutions include full Internet connectivity and are intended both for the staff and the students of the connected institutions.

4.The international facilities may not be used by commercial entities except specified in (5) below.

5.Within approved technological projects, other organizations in the Republic of Belarus are allowed to connect to the URICON for the sole purpose of testing and developing advanced networking technologies and applications.

6.Any organization operating in the Republic of Belarus and abroad, working in the field of organization and usage of computer networks, can become a member of URICON.

USER POLICY:

BASNET network may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulations is prohibited.

USERS ARE PROHIBITED TO:

- 1.Send unsolicited e-mail messages (spam).
- 2.Distribute computer viruses or similar programs by all means.
- 3.Have unauthorized access to or use data, systems or networks, including any attempt to probe, scan or test the vulnerability of the system or network or to breach security or authentication measures without explicit authorization of the owner of the system or network.

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4. Conduct unauthorized monitoring of data or traffic on any network without explicit authorization without of the owner of the system or network.

5. Interfere in services of any user, host or network including, without limitation: flooding and deliberate attempts to overload a system.

6. Conduct a non-authorized scanning of any range of IP-addresses in the Internet.

7. Insult or violate rights of any person, a company or an organization including without limitation, violating the rights of an intellectual property and confidentiality of a third party.

A.5 CESNET: Access Policy (AP) for the Next-Generation National Research and Education Network

Research and development activities in the area of computer networks and scientific and research applications comprise the complex objective of the research plan titled "The Optical National Research and Education Network and its New Applications" implemented by the CESNET association from 2004 to 2010 in accordance with the decision of the Ministry of Youth, Education and Sports of the Czech Republic concerning provision of institutional support for the aforementioned research plan. These activities include development, testing and implementation of new advanced transmission and network technologies, protocols, tools and services, meeting specific requirements of the science/research and academic community (i.e. transfers of large data volumes in short times, massive computations, data visualisation, virtual cooperation etc.).

This process results in a concrete output represented by an operational next-generation national research and education network. This network is being created by gradual expansion and enhancement of the CESNET2 network. Operation of a publicly unavailable national research and education network complies with law No. 127/2005 of the Collection of Laws concerning electronic communications and amending some of the related laws, as defined by the latest version of this law. Accomplishment of the aforementioned research plan requires connecting organisations from the Czech Republic dealing with the following activities:

- science, research and education, including practical application results
- propagation of erudition, culture and prosperity

These organisations need to be provided with the above-mentioned advanced means in a quality matching the top or very high world class, i.e. including interconnection with similar networks abroad. Participants acknowledge that some of the services have an experimental character for a limited time and agree the association may accept measures (technical or contractual) adjusting character of network utilisation.

In addition to organisations dealing with science, research and education and organisations the objective of which is to promote erudition, culture and prosperity, the access can also be granted to selected public administration bodies. Other organisations may be granted access solely for their scientific and research projects. If this is the case, the respective organisation is obliged to ensure that only the traffic relating to these projects may pass through the national research and education network.

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There is no legal right to connection to the national research and education network and all decisions of the CESNET association with respect to this matter are final.

This policy, including all annexes, becomes valid upon signing by the director of the association and enters into force as of 1 June 2006, replacing the existing Technical and Economic Conditions for Participation in the National Research and Education Network (Technicko-ekonomické podmínky účasti v síti národního výzkumu a vzdělávání – TEP).

Ing. Jan Gruntorád, CSc., director

Prague, 4 May 2006

A.6 Acceptable Use Policy (AUP) of the CESNET2 National Research and Education Network in the Czech Republic

Duties of CESNET2 Participants:

Participants are not permitted to use this network for any activity which:

- allows to obtain or seeks to obtain unauthorised access to resources of connected networks
- violates intellectual property rights
- adversely affects the operation of the network or its services, prevents users from accessing these services, jeopardises the operation of the network, or excessively restricts its performance
- wastes the network capacity
- destroys the integrity of information stored in computers and other network elements
- compromises the privacy of users

Participants undertake not to provide information about the NREN solution or any part of it to a third party without the approval of the association/connection provider or to use this information without the approval of the association on their own.

To enable use of NREN by other entities, participants must first ask the association/connection provider for permission by submitting a proposal for amending the connection contract.

Participants undertake not to allow (not even as a result of negligence) use of NREN from the equipment for which they are responsible (equipment owned, rented, borrowed, operated etc. by participants) for purposes violating the connection contract.

The association/connection provider may restrict/suspend access to NREN for a given participant or fine the participant, should the participant violate the aforementioned duties.

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A.7 EENet Acceptable Use Policy

Endorsed with Decree no. 2 of the Director of EENet

On February 23, 2001

Valid since March 01, 2001

1. Any educational, scientific or cultural organization that refrains from commercial activities in the educational and research network may become EENet Customer.

2. EENet and the Customer will enter into a Data Communications Agreement (DCA). Without a DCA the use of the network administered by EENet is prohibited. The present network Acceptable Use Policy (AUP) is an inseparable part of the DCA and must be followed by both parties. Possible discrepancies from the present policy could be established in the DCA.

3. The object of the DCA is a service offered by EENet which in most cases means connectivity to the educational and research network and thereby connectivity to Internet (henceforth Internet connection). The contact information of the Customer and technical description of the service are fixed in the DCA.

4. If an individual applies for Internet connection (Dial-up) directly through a network junction or dialup center then (s)he must present a well-reasoned application from his/her workplace for adding the applicable service to the DCA concluded between EENet and the relevant workplace. EENet decides the granting of the application in accordance with the existing network resources and established limits.

5. The DCA will come into force from the date of its signature by both Parties and shall continue until the end of the calendar year. The DCA will automatically decertify until the end of the next calendar year unless terminated in writing by either party with a notice period of one month before the end of the deadline .

6. Within the frames of the DCA EENet undertakes to:

1. guarantee a possibility for Internet connection to the Customer;
2. observe the order of the Internet connection and remove any disorders in the backbone which interrupt or deteriorate the Internet connection or its quality in EENet dialup center or servers;
3. inform the Customer about any changes in the facility configurations, which influence Customer's Internet connection;
4. hold out on Customer's confidential information which EENet might acquire during the network administration;
5. change Customer's password when there is a reason to believe that the password has fallen into the hands of a third party.

7. EENet does not undertake to:

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1. consult in technical matters;
2. supply the Customer with hard- and software;
3. guarantee WWW and FTP traffic on the backbones for computers not belonging to EENet cache hierarchy.

8. Obligations of the Customer:

1. to use Internet connection according to the current laws and good practices and follow the EENet AUP;
2. to immediately inform EENet about obstructions or disorders in the network;
3. to coordinate with EENet any changes concerning facility configurations which could affect network functioning;
4. not to resell, rent or broadcast the services, rendered by EENet, to the third parties; to coordinate with EENet network expansion to private computers of the Customer;
5. to use EENet cache hierarchy in accordance with the DCA;
6. to use address spaces (IP addresses) and appointed network protocols provided only in the DCA; to register all the computers, routers and other network devices located in EENet address space in DNS;
7. to observe that the size of electronic mail and other information in EENet devices does not exceed the amount appointed in the DCA;
8. to inform EENet about the number of computers connected to the network, the number of people using the Internet connection with the deadline of every November 1st and reply to other queries related to information technology;
9. to pay every invoice rendered by EENet in case participation of the Customer in covering the expenses of local connectivity, backbones and international links has been agreed upon the DCA or a relevant regulation is established by the Ministry of Education;
10. to inform EENet about the changes in contact information, organisational status or resignation and retirement of the person who has applied for the connectivity;
11. to read regularly e-mail sent to the Customer's contact address, which is fixed in the DCA.

9. Additional obligations of the Customer using dialup:

1. connect the dialup center only from the phone number fixated in the DCA;
2. follow time and capacity limits fixated in the DCA;

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3. keep the passwords confidential.

The same requirements apply also to the individuals who have been granted Internet connectivity.

10. The Customer guarantees that every user of the educational and research network:

1. refrains from actions which directly or indirectly disturb other users;
2. uses the network resources sparingly (uses local resources for copying software and other information when possible);
3. is always identified by name and e-mail addresses (supplying the user's account, lists and news groups with a name);
4. informs the system administrator or EENet about security incidents, concerning other customers.

11. The Customer is responsible for the traffic originating from its network.

It is forbidden to:

1. spread pirate software and pornography in any form;
2. exhort to violence, terrorism, coup d'etat, computer violation;
3. use slight expressions towards minorities or provoke their discrimination;
4. spread information which could be used for getting unauthorized access to computer systems or their data;
5. make information, which distribution is limited with legal statements of copyright or data protection, available over the network.

12. Any activities of the Customer or its network users which is in contradiction to the law or the present AUP or could be classified as commercial, can lead to the Customer's exclusion from the network and termination of the DCA before due date. In case of smaller violations EENet may make a warning or disconnect the Customer from Internet for a fixed period of time.

13. Information services of public use (in fields of science, education, culture, medicine, environment protection etc.) are not considered commercial activities. Provider of the information service is responsible for the content of the information. EENet has the right to set limits to the information services.

14. Construction of servers which induce significant traffic capacity and usage of EENet backbone as a carrier of internal network traffic should precedingly be co-ordinated with EENet in writing.

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15.EENet and the Customer are fully responsible for consequences of their faulty actions. In case the Customer has made a Network Maintenance Agreement with a third party, then the Customer is also responsible for the actions of these contractors.

16.EENet is not responsible for the damages caused by forces of nature, disturbances on communication lines or in the function of network devices, the performances of the Customer's personnel or any unauthorized users, or information originating from the network.

17.The Customer itself is liable for the preservation and security of the data located in the Customer's network systems. EENet has no responsibility for any injury concerning obliteration, unauthorized distribution or change of information.

18.Circumstances assuring network security are considered to be confidential and without intension of futher publication for third parties (also valid after the date of termination of the agreement). Requirement for confidentiality concerns both technical details and login passwords, as well as other details which one of the parties proclaims substantial.

19.In addition to the possibilities mentioned in paragraphs 5 and 12, the Data Communications Agreement can be terminated on mutual agreement. In case EENet changes the present regulation or is forced to change terms of the DCA, the Customer may unilaterally terminate the DCA.

20.On termination of the agreement, the Customer ceases using the IP-addresses allocated to it and returns in a month any material goods belonging to EENet, which have been at its disposal.

A.8 GRENA Acceptable User & Use Policy

The Georgian Research and Educational Networking Association GRENA network is a national computer network for universities, educational and research institutions in Georgia. Connecting to the GRENA network is restricted to the following organizations:

- Universities;
- Institutes for higher educations;
- Research institutes;
- Secondary schools;
- Libraries;
- Academic hospitals;
- International and local organizations working in research and education and their programs;

The communication and information services provided by GRENA include full Internet connectivity and are intended both for the staff and the students.

Other organizations could be connected to GRENA network temporary for testing and developing advanced networking technologies and applications.

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A.9 GRNET Acceptable Usage Policy

1 Goal and provided services

The Greek Research and Technology Network (GR-Net) is the Greek National Academic and Research Network (NRN). It is an initiative of the General Secretariat for Research and Technology (GSRT) of the Ministry of Development, initially as part of the EPET II subprogramme of the 2nd Framework Programme of the European Union (EU). The goal of GR-Net is to provide advanced and high quality inter-networking and Internet connectivity services to both Greek Universities and Technological Educational Institutes (TEI) in cooperation with GUnet (<http://www.gunet.gr/>), as well as research organizations. GR-Net is a non-commercial national backbone and includes Points of Presence (pops) in major Greek cities, where the above mentioned educational and research institutions are located. "Non-commercial" means that GR-Net provides its services with education and research, rather than commercial profit and the greater "market" in mind. From a financial point of view, profit per se is not a goal. The coverage of expenses and the future availability of the necessary capital for upgrades of the provided services are expected instead.

The services provided by GR-Net include:

- IP v4 connectivity
- IP v6 connectivity
- Multiprotocol connectivity
- Managed and guaranteed bandwidth services
- Voice transmission
- Still and moving image transmission
- Tele-education and Tele-conferencing

GR-Net is also aiming at the support of research. To this extent, GR-Net gladly accepts to be used as a platform for the application of new or experimental technologies, provided of course that its basic "production" services are not affected.

2. Eligible networks

The following networks are eligible for connection to GR-Net:

- The GSRT network
- University networks
- TEI networks
- Networks of Public Sector research organizations and centers, either they are supervised by the GSRT or not.
- Networks of Ministries and Public Organizations directly related to the above mentioned institutions, e.g. the Ministries of Education, National Economy or Development.
- Research and Development Departments of other institutions

GR-Net may provide services to other networks, in case such a provision does not violate the non-commercial nature of the network and results in direct benefit of the already connected networks. In that sense, GR-Net

installs and maintains Internet Exchanges and provides interconnection services to the Greek Internet community. GR-Net is a non-commercial NRN. Therefore:

- It is not permitted to use GR-Net to transfer data whose both the originator and the receiver are commercial institutions or non-eligible networks (see above) or their foreign counterparts.
- It is not permitted to practice business over GR-Net. This applies to both connected and other networks and includes selling products, services or bandwidth and advertising. It is permitted, though, for users of the connected networks, to buy products over the Internet. It is also permitted to provide free services to the benefit first of all of the Greek Academic and Research community and also of the Internet community.

In case one of the above mentioned fundamental rules is violated, GR-Net has the right, after proper formal warning, to suspend the connection of the offending network, until the latter conforms to the rules.

3. Acceptable usage policy

The users of GR-Net services must follow the written and unwritten laws of Internet (e.g. the "netiquette") and of computer and telephony use. Therefore, GR-Net may not be used for:

- GR-Net, connected networks and third parties computer security violation attempts (successful or not), whether such attempts have to do with actual data loss or not.
- Personal privacy violation attempts (successful or not)
- Denial of service attacks (successful or not) against GR-Net, connected networks and third parties computers
- Overloading or irrational use of GR-Net and other networks computers and other resources
- Unsolicited bulk E-Mail (spam)
- Activities that jeopardize national security and the relations of the country with other countries.
- Illegal activities.
- Copyright infringement activities.

In case of violation of the above mentioned rules, GR-Net has the right, after proper formal warning, to suspend the connection of the offending network, until the latter conforms to the rules. All connected networks should establish their own Acceptable Usage Policies compatible to the present one.

A.10 Acceptable Usage Policy of Lithuanian Academic and Research Network LITNET

1. This policy is applicable to all organizations and users that benefit from the services of Lithuanian academic and research network LITNET (hereinafter referred as LITNET).

2. Institutions of research, studies, and education are entitled to use resources and services of LITNET.

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3. Libraries, museums, and other institutions and organizations that take part in research, studies, or education activities may be connected to LITNET by the separate decision of LITNET governing board under conditions and given consent from the Ministry of Education of the Republic of Lithuania.

4. Every organization connected to LITNET has to ensure non-commercial use of the network resources and services.

5. Connectivity of particular institution to LITNET does not imply the right to connect other institutions.

6. It is forbidden in LITNET network:

6.1. performance of any type of activity that may create a computer or computer network incident (unauthorized use of services, disclosure or alteration of confidential information, disruption of services, port scans etc.);

6.2. upload and distribution of computer programs and other applicable products against conditions of licenses or otherwise violating copyright laws;

6.3. upload of pornography and other material advocating racial and national hatred and violence, material dishonoring the name of academic institution, material insulting persons, organizations, companies, and states;

6.4. performance of any other activities violating laws of the Republic of Lithuania, ratified international agreements, and other applicable laws.

7. Netiquette laws are mandatory in LITNET network.

8. Violation of this policy may stipulate suspension of LITNET service for institution connected to LITNET.

9. Any material or non-material damages caused by an organization connected to LITNET are recovered in accordance with the law of the Republic of Lithuania.

10. Organizations connected to LITNET depending on their services provided and network resources may have their own acceptable usage policies that shall not contradict with this policy.

A.11 LATNET Acceptable Use Policy

This Acceptable Use Policy specifies the actions prohibited by LATNET Datortikls (hereinafter, LATNET) to users of the LATNET computer network. LATNET reserves the right to modify the Policy at any time, effective upon posting of the modified Policy to this URL: <http://info.latnet.lv/En/Clients/usepolicy.stm>

ILLEGAL USE

1. LATNET network may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited.

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2. Violations of system or network security are prohibited. Examples of system or network security violations include, without limitation, the following:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- Interference with service to any user, host or network including, without limitation: flooding and deliberate attempts to overload a system.
- Forging of any TCP-IP packet header or any part of the header or protocol information in an email, newsgroup posting, or DNS.

3. GEANT network users are allowed to use the services for academic purposes only.

4. Sending unsolicited e-mail messages (spam) is explicitly prohibited.

5. Posting the same or similar message to two or more newsgroups (excessive cross-posting or multiple-posting, also known as "spam") is explicitly prohibited.

ACTUAL OR ATTEMPTED VIOLATION OF THE POLICY BY A LATNET CUSTOMER OR A CUSTOMER'S END USER, SHALL BE CONSIDERED VIOLATIONS OF THE POLICY BY SUCH CUSTOMER. IT IS CUSTOMER'S OBLIGATION TO REACT WITHIN 24 HOURS TO ACCEPTABLE USE POLICY VIOLATIONS REPORTED BY LATNET. IN CASE OF SEVERE, REPEATING OR CONTINUOUS ILLEGAL USE, LATNET RESERVES THE RIGHT TO RESTRICT CUSTOMER'S ACCESS TO LATNET NETWORK UNTIL VIOLATION IS RESOLVED. LATNET WILL COOPERATE WITH LAW ENFORCEMENT IF A CRIMINAL VIOLATION IS SUSPECTED.

Complaints regarding Illegal Use or Security issues should be sent to abuse@latnet.lv

A.12 Accessible Use Policy for RENAM Data Communication Infrastructure

Version 3.0

I. General Statements

II. Objectives

III. Description.

IV. Financing

V. Access and Interconnection Regulations

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VI. The rights and obligations of the RENAM members, administrators and users

VII. Operating Regulations for the RENAM Member Institution

VIII. RENAM System Administrator's Regulations

IX. RENAM Users Regulations

I. General Statements top

Art.1 The Data Communication Infrastructure RENAM (DCI RENAM) is open for all non-profit institutions from Moldova which carry on research, educational or similar activities (culture, healthcare).

Art.2 DCI RENAM carries out the strategy in the data communications filed for the use of all research and educational community of Moldova, including culture and healthcare domains.

Art.3 DCI RENAM is organized on a computer network topology, and is a part of Internet. RENAM respects the actual international principles and regulations with regards to Internet.

Art.4 Any activity which is carried out through DCI RENAM must respect the national and international legislation as well as the present regulations.

II. Objectives top

Art.5 DCI RENAM goals are:

1. Support for educational, research and cultural activities.
2. Institution interconnects for communication, reporting, collaboration and resource sharing.
3. Facilitating high-quality and non-discriminating institution access to the educational, scientific and cultural resources existing on Internet.
4. Advanced technologies promotion, competence creation, support for the development of education and research resources in the field of information technology, communications and other domains.

III. Description top

Art.6 The DCI RENAM operation is regulated through - Council of the Association (CA) headed by the Association Co-presidents and is performed by Directors-executive department. Any other regulations concerning the development of the network, the financing method, representation, association, etc. which are not stipulated in the Operating Regulations are carried through CA.

Art.7 Administrative and technical support of the network operation is organized within RENAM's Network Operating Center (NOC). The constitution of the NOC is regulated through CA. The functions of NOC deal with RENAM network associated projects elaboration and realization, network infrastructure maintenance, technical

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assistance and users support. NOC is responsible for all networking projects management in scientific - educational sphere, network infrastructure development and providing technical and administrative support for the national Academic and Research network and it's users.

Art.8 The Data Communication Infrastructure of RENAM is organized on three levels:

- Level 0 represents the main border nodes, providing external communications for all RENAM's networking infrastructure (nodes where external routers distribute Internet traffic)
- Level 1 represents the RENAM's points-of-presence (POP) nodes and their links to level 0 nodes.
- The structure of the levels 0 and 1 of DCI RENAM is established through NOC.
- Level 2 represents local area networks of RENAM's members, along with the links between these networks and the level 0 and level 1 nodes of DCI RENAM.

Art.9 The main task of NOC consists in operations management and administration of the RENAM's DCI on levels 0 and 1 and in connection the RENAM's members to the level 0 and level 1 nodes.

For providing above, NOC

- Assures the operation of the internal nodes, the access of the RENAM's members to the internal nodes and monitoring traffic passing through these nodes. Depending on certain conditions, NOC can propose to contract others for satisfying a part of these tasks.
- Installs or leases national or international communication channels and assures the operation of these in the network.
- Implements the RENAM's development programs.
- Manages the RENAM's financing resources.
- Obtains and maintains the equipment which operates on the levels 0 and 1 of RENAM. Depending on certain conditions, NOC can propose to contract other institutions for installing and maintaining this equipment.
- Offers free consulting services for RENAM members.
- Develops activities having as a goal the promotion of advanced technologies, competence creation, education and research development in the information and communications technology domain.

Art.10 RENAM member can become any institution, which addresses a writing request to AC and agrees the principles, politics and regulations of RENAM.

Art.11 RENAM membership's attribute, gathering all the rights and obligations which are implied, is obtained by means of a contract with AC. The contract is signed by the head of the institution which demands to become a RENAM member and by Association Co-presidents. The rights and obligations of the parts involved, usage technical details of the services along with financial issues are to be mentioned in the contract.

Art.12 The RENAM member attribute, can be withdrawn through a decision of the AC if the respective institution violates in a flagrant way, deliberate or repeatedly the signed contract for obtaining the RENAM membership attribute. The respective institution will be notified on the decision to withdraw the RENAM member attribute through a paper signed by the Association's Co-presidents.

IV. Financing top

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Art.13 The financing of the DCI RENAM's levels 0 and 1, representing communication fees, operating and administering expenses, development programs expenses and acquirement and maintenance of the equipment expenses is realized through the RENAM budget from the following sources:

- Scientific and educational allowances
- External financing, eventually completing the direct financing of the Moldavian state
- RENAM members' contributions
- Other DCI RENAM incomes.

Art.14 The value of the RENAM members' contributions for the network's financing is established each year through AC.

Art.15 The financing of the DCI RENAM's level 2 is the exclusive responsibility of the RENAM members which initiate and benefit directly of the respective network segments.

V. Access and Interconnection Regulations top

Art.16 Any RENAM member gains free and equal access to all the DCI RENAM's resources.

Art.17 RENAM members agree to access the DCI RENAM's resources according with the present regulations and with the signed contract for gaining the RENAM member attribute.

Art.18 NOC is able to take limiting access measures against those who violate the present regulations or the signed contract for gaining the RENAM member attribute. The limiting access measures are: partially or totally interruption of some or all of the enabled access at DCI RENAM services towards one or more points of access or towards certain servers belonging to the respective institution. These are time-limited measures until the case is solved.

Art.19 DCI RENAM is open for interconnection with other data communication service providers for decreasing the roundabout traffic.

Art.20 As a general rule, the DCI RENAM interconnection to other networks should permit exclusively the data transmission to and from RENAM members.

Art.21 The DCI RENAM interconnection links with other networks are available only at the RENAM's internal nodes, the RENAM members not being able to realize such links.

Art.22 The DCI RENAM interconnection with another network is realized based on an interconnection contract. The RENAM Association Co-presidents signs the contract along with authorized representative of the other network.

Art.23 The DCI RENAM interconnection strategy with other data communication service providers is established periodically through Association Co-presidents after council approval.

Art.24 An exception from the Art.19-Art.23 can be the interconnections with data communication infrastructures with the same profile (educational, academic, research, cultural, medical). The interconnection with this kind of

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network doesn't have limited character and can be realized based on association protocol signed by RENAM Co-president after council approval.

VI. The rights and obligations of the RENAM members, administrators and users top

Art.25 The RENAM members, administrators and users' rights and obligations are established by the present regulations and the three behavior codes specific for each category: RENAM Member Institution Code, RENAM System Administrator Code, RENAM User Code.

Art.26 Each RENAM Member may elaborate its own operating rules and regulations, but these have to include the ones provided in the RENAM Member Institution and RENAM System Administrator rules described in what follows.

VII. Operating Regulations for the RENAM Member Institution top

1. The RENAM Member has to follow the state laws and the rules provided in the present regulation.
2. RENAM member institution chairmen are directly responsible with the correct following of the present regulations, in the name of the institution and also in the name of its users.
3. Each equipment utilized inside DCI RENAM must be allocated to its own System Administrator, who will follow the RENAM System Administrators Regulations.
4. The System Administrator is concerned only with the correct utilization of that equipment.
5. Lack of a System Administrator or an unqualified one makes all the responsibility fall on the institutions chairman.
6. The RENAM Member is responsible for evaluating the knowledge level of the future System Administrator.
7. Until else proven, the RENAM Member Institution has to consider that all its users and system administrators are of "good faith" and they qualify for the highest standards of moral and ethic.
8. All security measures fall under the direct incidence of the RENAM Member Institution.
9. The chairman has to follow the following regulations:
 1. Has to have his own official e-mail address that he/she has to check each day. This address will be used by NOC for communicating information regarding the well working of DCI RENAM. In the case that NOC ask a specific question, an answer must be given.
 2. Has to inform all administrators and users of DCI RENAM of their respective rights and obligations.
 3. Has to assure that all users receive instructions about what adequate resource utilization means, and also about what will be done if a violation of the regulations is made.

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10. About the violation of the regulations of the RENAM Member Institution, the chairman will be notified. In the case that the violation repeats itself, NOC will limit the member's access to the DCI RENAM resources. If this measure fails too the violating institution will be disconnected from the DCI RENAM.

VIII. RENAM System Administrator's Regulations top

- System administrator is a qualified person that handles and operates equipment for the use of other people.
- The administrator will have the obligation to maintain in good condition the equipment he administers.
- The administrator has the constant obligation to elaborate his/hers professional knowledge.
- The administrator also has to follow the User's regulations due to the fact that he/she is actually a user too.
- Having more rights than the default user, the system administrators may not abuse this fact.
- He/She will constantly check up the equipments behavior, and will check up with all the other administrators if something goes wrong.
- He/She will take measures for revealing any unauthorized usage of the resources that he has into administration.
- He/She has their right to restrict the access to DCI RENAM resources if the user is found of violating any part of its regulation.
- In the case that the administrator fails follow the present regulation, he will be notified. If this happens again his administering job will be revoked and he/she may also suffer administrative consequences. In case of intentional and grave destructive actions his administering job will be revoked forever in frame of RENAM infrastructure.

IX. RENAM Users Regulations top

1. All users will access the DCI RENAM in an ethical and legal manner.
2. Until else proven, all users are to be considered as of "good faith", and qualify to the highest standards of morals and ethics.
3. As a condition to become a user, the person has to accept the present regulations.
4. The network resources will only be used in academic and administrative purposes and only incidentally in personal purposes.
5. The users have the responsibility of their actions.
6. The intentional utilization of the resources in any other purpose rather than the academic, research, administrative or personal - noncommercial, will be considered as being unauthorized.
7. Without limiting ourselves, here are some examples of miss utilization:
 1. Utilization of the resources in any other ways then they were originally designed to.

2. Utilization of an account or computer without authorization, or handing resources to third parties or groups without specific authorization.
3. Reading, modifying, deleting, copying, adding or printing files, programs or passwords that the respective person does not own and is not authorized to access.
4. Utilization of E-Mail, web servers and bulletins for transmitting obscene, repeated, illegal or unsolicited and with a commercial character.
5. Writing, distributing and utilizing programs that bother other people or deteriorate software or hardware components inside utilized equipments (e.g. viruses).
6. Compromising the systems security.
7. Compromising the systems integrity.
8. Utilization of unauthorized or unlicensed programs.
9. Violating licensing terms the institution is bounded to.
10. Stealing or high jacking the equipments (e.g. equipments, information, programs, utilization time). Activities the lead to limiting accessibility to other users.

8. The users that are found not to follow these regulations are to answer to the providing institution. Actions can be taken on a disciplinary, administrative or legal line.

9. The responsibility of handling a violating user falls under the incidence of the systems administrator as well as to the institutions chairman.

10. In the case that the user fails to comply to these regulations, he will be notified. If it happens again he will be sanctioned. If the violation is of a serious matter, and made intentionally the user will no longer access any resource from DCI RENAM.

A.13 PIONIER Acceptable Use Policy

RKP-05-0007-4.1

September 2005

1.PIONIER is a countrywide broadband optical network. It is designed to support the research and educational projects, initiatives of national government at the central and local level, local governments for realization of tasks described in ePoland and eGovernment strategies, for the construction of Information Society and Knowledgebased Economy.

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2.PIONIER is operated by Institute of Bioorganic Chemistry PAS Poznań Supercomputing and Networking Center (IBC PAS PSNC).

3.The supervision of the development and operations of the network is performed by PIONIER consortium, which articulates the rules regarding the use of the network and the rules of cooperation with other entities, both national and foreign.

4.PIONIER network provides (via European Research Network GEANT) the access to other research networks in Europe and the World as well as to the Internet.

5.PIONIER network can be used by:

- universities, research units, educational institutions
- government and local government units
- cultural institutions, libraries
- public health services
- public utility institutions
- and other institutions financed by the state budget.

6.Communication services and the access to Internet service are provided for these institutions and for all persons related to these institutions

61 Other entity than mentioned in 5 of this document can use the PIONIER network according to rules defined separately by PIONIER Consortium Supervisory Board.

7.All users are obliged to:

- rational usage of PIONIER network resources and services, such that they do not lead to unproductive usage.
- respect the regulations of this AUP for PIONIER network and all other networks that they access using PIONIER network

8.It is forbidden to use PIONIER network to perform activities breaching the decorum and existing legal regulations, including in particular purposed activities aiming at:

- gaining the unauthorized access to resources in connected networks,
- sharing illegal information content in PIONIER network,
- disturbing the proper PIONIER network operations and violating results or achievements of other users
- dangerous behavior limiting or making difficult the access of other users to network services and resources,
- damaging the integrity of digital databases,
- breaching the privacy of other users.

9.Authorized user cannot temporarily or permanently pass his access rights to PIONIER network to third parties.

10. Disobeying the above AUP regulations may lead to temporal or permanent disconnection of the user from PIONIER network or to limitation of his access to the network.

A.14 SANET Acceptable Use Policy

Approved by SANET Executive Committee, March 31-th 2001

Version: 1.0

Date: March 2001

Editor: T. Weis

Availability:

Further copies of this document may be obtained from the SANET office at Vazovova 5, 812 43 Bratislava, Slovakia

Contents

I.Introduction

II.Definitions

III.Purpose of SANET network

IV.Acceptable Use

V.Unacceptable Use

VI.Compliance

1.Introduction

This document (AUP) describes the rules of using SANET network for SANET members.

2.Definitions

2.1.SANET (Slovak Academic Network Association) is non-profit organization supported by Ministry of Education of the Slovak Republic and their members through regular yearly membership. Organizational structure consist from SANET General Assembly, SANET Executive Committee, SANET Technical Committee and Board of SANET Administrators.

2.2.SANET member is any organization, company or individuals who agreed with SANET statute and paid membership fee.

2.3.SANET network is a network which provide with Internet infrastructure in Slovak Republic to SANET members.

2.4.SANET community is a community of SANET network users.

3.Purpose of SANET network

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3.1.The purpose of SANET network is to provide with both Internet connectivity and Internet services to their members.

3.2.Through the SANET network, the pan-European gigabit research and education network GEANT, other NRENS all over the world as well as other Internet networks can be accessed.

4.Acceptable Use

4.1.SANET members may use SANET network for the purpose of internetworking with other SANET members and for connectivity to Internet. All use of SANET network is subject to payment according to actual price list approved by SANET members during SANET General Assembly meeting.

4.2.SANET network may be used for any legal activity that is in compliance with SANET statute.

5.Unacceptable Use

5.1.SANET members can not use SANET network for activities which are in contradiction with Slovak law especially:

- Hurting the personal rights and disturbing of anybody else.
- The creation and transmission of any illegal material.
- The transmission of unsolicited commercial or advertising material.
- Deliberate unauthorized access to facilities or services accessible via SANET.
- Activities which violating the privacy of other user, corrupting or destroying other user's data, conclude to network congestion, servers overloading and unreachability of services provided by SANET members.

6.Passing on and Resale of SANET services

6.1.It is not permitted to provide access to SANET network for non-members of SANET.

6.2.It is not permitted to resale SANET services to third parties without the prior written agreement.

7.Sanctions

7.1.Conscious violation of the AUP regulations shall be sanctioned by temporary or final disconnection of related user(s) from SANET network. In case of unconscious violation, the related users is to be warned and informed about AUP rules and regulations through local SANET administrator.

7.2.If necessary SANET Executive Committee initiates legal actions.

8.Suggestions and recommendation

8.1.It is recommended that each SANET member connected to SANET network is preparing their own AUPs. The local AUPs may contain parts of this AUP. The local AUP might also contain:

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- Name of persons being responsible for the specific task belonging to the AUP issue.
- The way of controlling how the rules are taken into consideration.
- Description of procedures and sanctions resulting from violating the AUP rules.
- Actions to be taken in case of major operational problems of network and dangerous situations.
- Rights and duties of users.
- URL address where local AUP will be published.