

Terms and conditions for the access to the CESNET e-infrastructure

(further referred to as the "Terms and conditions")

Preamble

1 Description and purpose of the CESNET e-infrastructure

- 1.1 The CESNET e-infrastructure (further in this text referred to as 'the Infrastructure') is a research infrastructure as defined by Act no. 130/2002 Coll., on the Support of Research and Development from the Public Funds, as amended; which provides its users a unique portfolio of information and communication technology facilities.
- 1.2 The Infrastructure is operated by CESNET, association of legal entities, with registered office at Zikova 1903/4, 160 00 Prague 6, Id. No.: 63839172, recorded in the Association Registry maintained by the Municipal Court in Prague under file no. L 58848 (further in the text referred to as the 'Association'). The Association is a 'research organisation in accordance with Act no. 130/2002 Coll., on the Support of Research and Development from the Public Funds and on amendments to some related acts, as amended; or a 'research and knowledge dissemination organisation' or a 'research organisation in accordance with the Communication from the Commission – Framework for State aid for research and development and innovation (2014/C 198/01), section 15 ee).
- 1.3 The Infrastructure is non-public and is not operated primarily to generate profit.
- 1.4 The services of the Infrastructure may only be provided by the Association or an authorised Contractual Partner ('the Partner').

Access Policy (AP)

2 User access to the Infrastructure

- 2.1 Users of the Infrastructure in particular include entities:
 - 2.1.1 Focusing primarily on research, experimental development and innovation, including the application of their results in the practice;
 - 2.1.2 Focusing primarily on education and dissemination of education, culture and prosperity;
 - 2.1.3 Public administration bodies and local authorities;
 - 2.1.4 Other entities with activities in the public interest.
- 2.2 Other entities may only be granted access to the Infrastructure for the purpose of scientific, research, educational and innovation projects. In that case, the entity concerned shall ensure that the Infrastructure is used in relation to such activities only.
- 2.3 Infrastructure users gain access to unique tools including a connection to similar infrastructures abroad.
- 2.4 The access to the Infrastructure cannot be legally claimed and the decision of the Association on whether to grant the access is definite.

Acceptable Use Policy (AUP)

3 Rights and obligations of Infrastructure users

- 3.1 Users may use the Infrastructure for activities in compliance with this Acceptable Use Policy, in good manners, respecting the needs of other users and savings the Infrastructure resources. When using the Infrastructure, the users are obliged to adhere to laws and other legal regulations which constitute the Czech legal order. This provision does not affect the right of the Association for damages, nor does it prejudice the Infrastructure users' civil or criminal liability.
- 3.2 No user may use the Infrastructure for activities which:
 - 3.2.1 Constitute an illegal use, interference, change of computer systems, their parts, information or data carriers;
 - 3.2.2 Violate intellectual property rights;
 - 3.2.3 Have an adverse effect operation of the Infrastructure or its constituent facilities, prevent other users from accessing such facilities, threaten the operation of the Infrastructure, or excessively reduce its performance.
- 3.3 Users shall request a prior Association's consent for the Infrastructure to be used by other entities.
- 3.4 Users are obliged to ensure that none of the devices in their competence (owned, leased, borrowed, operated by user, etc.) shall use the Infrastructure for purposes violating this *Terms and conditions* or the contract based on which the uses the Infrastructure services.
- 3.5 Where an user uses the Infrastructure or information about it in violation of this Acceptable Use Policy or the contract based on which the user obtained access to the Infrastructure, or where he help a third party to such an use, both by wilful act or by neglect, the user shall be liable to pay the damages to the Association.
- 3.6 The terms and conditions for the use of individual Infrastructure services are available at www.cesnet.cz/en/services.

4 Rights and obligations of the Association

- 4.1 The Association/Partner may restrict/suspend user's access to the Infrastructure if the user has violated his obligations stated above in art. 2 or 3, or other obligations agreed upon in the relevant contract based on which the user had been granted access to the Infrastructure.
- 4.2 The Association may discontinue the provision of individual service/services as agreed upon in the relevant contract provided it is not possible to provide it/them as a result of an extraordinary unpredictable and insurmountable obstacle occurred irrespective of Association's will (for instance, but not limited to, force majeure). The Association is obliged to notify the users of any such discontinuation. In such cases, however, the Association is not liable for any potential damage incurred.

Final provisions

5 Final provisions

- 5.1 The Association reserves the right to change the *Terms and conditions*, in which case the Association shall publish the updated Terms and conditions on the www.cesnet.cz website and shall notify the users of the changes in advance. Users who disagree with the updated *Terms and conditions* may terminate the relevant contract granting the access to the Infrastructure in accordance with the terms and conditions therein stipulated.
- 5.2 This Policy is valid upon its signing by the Association director and effective as of 1 January 2017, fully substituting The Access Policy (AP) from 14 November 2011, including Appendices: 1) Acceptable Use Policy (AUP) and 2) Technical and economic terms and conditions.

In Prague on 7th December 2016

Ing. Jan Gruntorád, CSc.
director