

Terms and Conditions for Access to the CESNET e-Infrastructure

(hereinafter referred to as the "Terms of Access")

PREAMBLE

1. Description and Purpose of the CESNET e-Infrastructure

- 1.1. The CESNET e-infrastructure (hereinafter referred to as the "**Infrastructure**") is a research infrastructure within the scope of Act No. 130/2002 Coll., on Support of Research, Experimental Development, and Innovation from Public Funds and on the Amendment to Some Related Acts (hereinafter referred to as the "**Act on Support for Research**"), providing a unique set of services in the field of information and communication technologies and interconnected with similar infrastructures abroad.
- 1.2. The infrastructure is operated by CESNET, an association of legal entities, ID No.: 63839172, registered in the Association Register maintained by the Municipal Court in Prague under file number L 58848 (hereinafter referred to as the "**Association**"). The Association is a research organization within the meaning of the Act on Research Support and, at the same time, an organization for research and the dissemination of knowledge according to Commission Communication – Framework for State Aid for Research, Development, and Innovation (2022/C 414/01), point 16(ff) (hereinafter referred to as the "**Framework**").

TERMS FOR ACCESS TO THE INFRASTRUCTURE AND ITS SERVICES (ACCESS POLICY, AP)

2. Access to Infrastructure

- 2.1. Access to the Infrastructure may be granted to a legal entity (hereinafter referred to as the "**Participant**") that is a research and knowledge dissemination organization within the meaning of the Framework, i.e.:
 - a) has as its primary objectives the independent conduct of basic research, industrial research, or experimental development, or the public dissemination of the results of these activities through teaching, publications, or knowledge transfer (these activities hereinafter referred to as "**Research and Educational Activities**"),
 - b) maintains separate accounting for the financing, costs, and revenues of any economic activities it may undertake,
 - c) does not grant preferential access to the results achieved to persons who may exercise a decisive influence over such an entity.
- 2.2. Access to the Infrastructure may also be granted to a Participant that is not a research and knowledge dissemination organization within the meaning of the Framework, but is:
 - a) another organization active in the fields of science, research, development, and education,
 - b) a public administration institution, or
 - c) another organization carrying out activities in the public interest, specifically in the fields of
 - i. health care,
 - ii. public safety, and
 - iii. culture.
- 2.3. Within the framework of the cooperation between CESNET and the Participant, access to the Infrastructure may be granted to organizations that are wholly owned and controlled by the Participant, or established by the Participant pursuant to specific legal provisions (hereinafter referred to as "**Subsidiary Organizations**"), under a regime in which their right to access the Infrastructure and their status as participants are derived. A Subsidiary Organization must continuously comply with the Terms of Access. The mutual relationships between the Association, the Participant, and its Subsidiary Organization arising from this arrangement shall be specified in writing. Under this arrangement, access to the Infrastructure may also be granted to an organization wholly owned and controlled by, or established by, the Participant's Subsidiary Organization.
- 2.4. All Participants are required to ensure that the Infrastructure is used solely in connection with Research and Educational Activities. For other activities, only the spare capacity of the Infrastructure may be used, and only with the consent of the CESNET Association. Participants are required to

cooperate with the CESNET Association in demonstrating and documenting the nature of the activities for which they use the Infrastructure.

3. Access to Infrastructure Services

- 3.1. Individuals from the scientific and research community (hereinafter referred to as “**Users**”) may also gain access to selected Infrastructure services, provided they meet the relevant operational conditions.
- 3.2. Users are required to use the Infrastructure solely in context with Research and Educational Activities. Users are required to cooperate with CESNET in verifying and documenting the nature of the activities for which they use the Infrastructure.
- 3.3. Users are required to comply with all Acceptable Use Policies for the Infrastructure as set forth in Articles 4 and 5.

ACCEPTABLE USE POLICY (AUP)

4. Rights and Obligations of the Participant

- 4.1 The Participant is authorized to use the Infrastructure for activities that are consistent with the Association’s objectives and these Terms of Access, as well as with generally applicable laws and regulations and good morals.
- 4.2 When using the Infrastructure, the Participant is obligated to respect the needs of other Participants and to conserve the Infrastructure’s resources.
- 4.3 The Participant is not authorized to grant access to the Infrastructure or its services to any other entity.
- 4.4 The Participant may not use the Infrastructure, in particular, for activities that:
 - a) constitute unauthorized use, interference, or modification of computer systems, parts thereof, information carriers, or data, or constitute another criminal offense in the field of information and communication technologies;
 - b) infringe intellectual property rights or unlawfully interfere with the privacy of individuals;
 - c) adversely affect the operation or performance of the Infrastructure or its services;
 - d) prevent other Participants from accessing the Infrastructure or its services.
- 4.5 The Participant is obligated to enter into and comply with written contractual agreements with the Association, the subject of which will be additional rights and obligations related to access to the Infrastructure and its services, in particular rules for the protection of personal data and ensuring the security of the Infrastructure. The current terms and conditions for using the Infrastructure’s services are available on the websites of the individual services at www.cesnet.cz.
- 4.6 If the Participant uses the Infrastructure or its services in violation of these Terms of Access, or intentionally or through negligence assists a third party in such use, the Participant is obligated to compensate the Association for any resulting damages.

5. Rights and Obligations of the Association

- 5.1 The Association is obligated to ensure the operation of the Infrastructure and its services, using its best efforts and taking into account the research nature of the Infrastructure.
- 5.2 The Association may restrict or suspend a Participant’s access to the Infrastructure or its services if the Participant has breached its obligations under these Terms of Access.
- 5.3 The Association is entitled to restrict or suspend access to the Infrastructure or its services due to an extraordinary, unforeseeable, and insurmountable obstacle arising independently of its will (including, but not limited to, force majeure events). The Association is obligated to immediately notify the Participant of such a suspension. In such cases, the Association shall not be liable for any resulting damages.

FINAL PROVISIONS

6 Final provisions

- 6.1 The Association reserves the right to amend these Terms of Access. In the event of an amendment, the Association will publish the new version of the Terms of Access on its website at www.cesnet.cz and will notify all Participants of the changes in advance. In the event of disagreement with the new version of the Terms of Access, each Participant is entitled to terminate access to the Infrastructure and its services in accordance with the terms set forth in the agreement under which access to the Infrastructure was granted.
- 6.2 These Terms of Access shall enter into force on the date of signature by the Association’s Director and shall take effect on May 1, 2026, and shall fully replace the Terms of Access to the CESNET E-Infrastructure dated December 7, 2016.

- 6.3 The right to access the Infrastructure that arose for the Participant prior to the effective date of these Terms of Access and that would otherwise cease to exist as a result of these Terms of Access is not affected by these Terms of Access. The Association will enter into negotiations with the affected Participants regarding the future arrangement of their contractual relationship and the terms of continued access to the Infrastructure.

In Prague on the 25th of March 2026

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Ing. Jakub Papírník, director
CESNET, zájmové sdružení právnických osob