

## **UBUNTUNET ALLIANCE FOR RESEARCH AND EDUCATION NETWORKING**

### **Acceptable Use Policy<sup>1</sup>**

#### **Motivation**

The global research and education community aims at providing cost-effective internet based discourse among its members through the establishment of dedicated research and education networks functionally separated from the commercial internet services. While research and education networks are generally permitted to operate these (directly or through other parties) on a non-profit basis with all the attendant non-tax benefits, the quid pro quo is that they cannot be used to carry or channel commercial traffic, except in interfacing their primary users to a commercial service provider. Secondly, any network requires a code of conduct that ensures that the benefit of use carries the obligation not to adversely impact other users. These requirements are enforced through compliance with an Acceptable Use Policy (AUP) at the campus network, the national research and education network, or the regional research and educational network level. This AUP is aimed at the users of UbuntuNet Alliance network facilities.

#### **Definitions**

“Member” means a participating NREN as defined in the Memorandum and Articles of Association.

“UbuntuNet’s Internet Services” are the services that are provided to member institutions by UbuntuNet and/or service providers appointed by UbuntuNet in terms of Service Provider Agreements.

#### **Terms of the Policy**

1. Each member is responsible for ensuring that users of its networks that use UbuntuNet’s Internet Services comply with this policy.
2. Members shall inform all their users of the contents of this policy and of the obligation to comply with it.
3. UbuntuNet may seek to terminate the provision of UbuntuNet’s Internet Services to any member that, after having been warned by UbuntuNet, continues to violate the provisions of this policy.
4. Each member shall be required to have its own AUP governing the use of the member’s resources. Such AUP shall be consistent with UbuntuNet’s AUP.
5. Prior to admission, any applicant for membership will be required to submit an AUP that is consistent with the UbuntuNet AUP.
6. UbuntuNet reserves the right to amend this Acceptable Use Policy. Notice of any significant amendments will be given to all members.

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<sup>1</sup> We acknowledge the Tertiary Education Network (TENET) of South Africa whose AUP has formed the basis for the UbuntuNet AUP.

**Acceptable Use of UbuntuNet's Internet Services**

1. Each Member may use UbuntuNet's Internet Services for any legal activity that:
  - a. furthers the aims and objects of the Member;
  - b. complies with the provisions of this AUP and any other agreements entered into between the Member and UbuntuNet as well as applicable service provider agreements;
  - c. complies with current good Internet practice; and
  - d. does not involve any unacceptable use or uses, as defined in Clause 2 below.

**Unacceptable Use of UbuntuNet's Internet Services**

2. The following are unacceptable uses of UbuntuNet's Internet Services:
  - a. Transiting traffic between any commercial internet service providers.
  - b. the transmission, storage or distribution of any material or content where such action would violate any applicable laws prohibiting child pornography; obscenity; discrimination (including racial, gender or religious slurs) and hate speech; or speech designed to incite violence or hatred, or threats to cause bodily harm.
  - c. the transmission, storage or distribution of any material or content where such action is intended to defame, abuse, stalk, harass or physically threaten any individual; including any attempt to link to, post, transmit or otherwise distribute any inappropriate or defamatory material.
  - d. the transmission, storage and distribution of any material or content where such action violates any intellectual property laws including laws concerning local and international copyright, trademarks and trade secrets;
  - e. any effort to use UbuntuNet's Internet Services in a way that circumvents or would circumvent the user authentication or security of any host, network or account ("cracking" or "hacking");
  - f. the forging of any TCP-IP packet header (spoofing) or any part of the header information in an email or a newsgroup posting;
  - g. any attempt to use UbuntuNet's Internet Services in a way that breaches or would breach the security of another user's account or that gains or would gain access to any other person's computer, software, or data or otherwise threaten another person's privacy, without the knowledge and consent of such person;
  - h. any activity which threatens to disrupt UbuntuNet's Internet Services through "denial of service attacks"; flooding of a network, or overloading a service or any unauthorised probes ("scanning" or "nuking") of other networks;
  - i. any activity which in any way threatens the security of the network by knowingly posting, transmitting, linking to or otherwise distributing any information or software which contains a virus; trojan horse; worm, lock, mail bomb, cancelbot or other harmful, destructive or disruptive component.
  - j. any unsolicited mass mailing activity including direct marketing; spam and chain letters for commercial or other purposes, without the prior consent of the recipients of those mails.
  - k. any failure to secure a server that is connected via UbuntuNet's Internet Services to the Internet against being abused by third parties as an open relay or open proxy.