

Terms for connection to the Danish National Research and Education Network (Forskningsnettet)

Version 2019-01

0. The complete set of documents

The complete set of documents describing the terms and conditions for connection to the Danish National Research and Education Network (henceforth Forskningsnettet) are the following:

- Terms for connection to Forskningsnettet (this document)
- Acceptable Use Policy for Forskningsnettet
- Payment model for Forskningsnettet
- Service Level Agreement (SLA) for Forskningsnettet and other DeiC services

Current versions of these documents can be found on the DeiC website www.deic.dk.

When nothing else is agreed between DeiC and the connected institution, these documents constitute the full agreement for the provision by DeiC of the services, collectively known as Forskningsnettet, to the connected institution.

1. Forskningsnettet

Forskningsnettet is the National Research and Education Network (NREN) in Denmark. Forskningsnettet is a range of services provided to the connected institutions, including network infrastructure, internet traffic to the other research networks in the world as well as general internet, security services, and a range of other services that supports communication and collaboration.

Forskningsnettet is provided by DeiC (the Danish e-Infrastructure Cooperation), which is defined in the Danish Finance Act §19.45.02.

Forskningsnettet is operated and administered by DeiC, DTU, Bldg. 305, 2800 Lyngby, CVR 30060946, which is the contracting party to the institution connecting to Forskningsnettet.

2. Connected user institutions

All institutions in Denmark, whose main purpose is research and/or higher education can be connected to Forskningsnettet. This also applies to departments in private companies and public administration having these purposes. Furthermore, student dormitories may also be connected.

Connection normally includes a physical network connection to one or more of the institution's locations. If the institution has agreements to consume one or more of the payable services of Forskningsnettet, it is also considered to be connected.

3. Connection to Forskningsnettet for other parties

Service providers and other collaboration parties for the connected user institutions may also be granted a connection to Forskningsnettet for the purpose of service delivery and data exchange via the network to the already connected user institutions. For this type of connection, special rules apply:

- There has to be request from at least one of the already connected user institutions for the particular connection
- The connection does not provide internet access, but only connection to the already connected user institutions
- The connected party has no right to use other services of Forskningsnettet

4. The services of Forskningsnettet

The services of Forskningsnettet, is delivered by DeiC in collaboration with the institutions. These services are continuously decided by the board of directors of DeiC and they are listed on the DeiC website www.deic.dk.

5. Payment

The operation and development of the services of Forskningsnettet is financed by the users of Forskningsnettet, as stipulated in the document "Payment model for Forskningsnettet", the current version of which can be found on the DeiC website www.deic.dk.

6. Use of network connection and services

Network connection and services may be used by the whole connected institution/department for all its activities, including commercial activities. To the extent the institution provides network access for other companies and activities in the institution premises (for instance a privately operated canteen), this traffic may also be carried by Forskningsnettet.

The connected institution is required to ensure that the users' behave in accordance with the Acceptable Use Policy, the current version of which can be found at the website of DeiC, www.deic.dk.

DeiC delivers Forskningsnettet at a service level, which is stipulated in the document "Service Level Agreement (SLA) for Forskningsnettet and other DeiC Services", the current version of which can be found on the DeiC website www.deic.dk.

Irrespective of this SLA, the connected institutions accept that DeiC can take preventive measures in case of hacker attacks, criminal activities, behaviour from the institutions that jeopardize the stability and operation of the infrastructure and services beyond the institution itself and in other emergency situations. These measures may include interruption of network connections and services for as long as needed by the situation.

7. Other obligations of the connected institution

Upon connection, the institution provides the following information:

- An administrative contact person, with name, phone number and mail address
- Information necessary for generating acceptable invoices by DeiC
- A technical contact person, with name, phone number and mail address
- An abuse contact with name and mail address, which may be contacted in case of security incidents and other abuse, related to the network of the institution

The institution is obliged to inform DeiC of any changes to these data without delay. The institution accepts that DeiC may keep these data as long as the institution is connected and in the calendar year after the connection is terminated. The institution accepts that DeiC may make any or all of these data publicly available.

The network infrastructure of Forskningsnettet consists of physical connections, which are often established directly between two connected locations, and consequently the equipment and cables at a given location may carry other traffic than that intended for the particular location. The institution must therefore give the operations personnel of Forskningsnettet and sub-suppliers access to equipment and cables and allow installation of new connections to existing equipment.

The institution is not allowed to record, monitor or intercept traffic not intended for the institution, unless explicitly directed to do so by the operations personnel at DeiC.

8. Connection and termination

If an institution is connected in a particular calendar year, the institution is considered to be connected for that whole year. However, a fractional payment may be agreed for the year of an initial connection.

By termination of the connection, DeiC must be informed as soon as the decision is taken by the institution, and at latest at the point in time, from which the institution wants the termination to be recognized by DeiC. The institution pays for the whole year in which termination takes place.

These principles also apply for the connection and termination of single locations of an institution.

The Danish Universities are not allowed to terminate their connection to Forskningsnettet without consent from the Ministry (cfr. FL§19, tekstanm. 150, stk. 2).

9. Liability

When data is transmitted using the parts of the network infrastructure where DeiC is in full control, DeiC guarantees the confidentiality of the data. Beyond this, DeiC cannot be responsible for the integrity, authenticity or confidentiality of data.

DeiC assumes no liability for direct or indirect loss that may arise from the usage or malfunction of the services (including the network infrastructure).

10. Changes

Due to the collective nature of the way DeiC provides the common services for the whole community of users, DeiC may unilaterally change these terms and appendices, including changes to the payment model. Any significant changes have to be approved by the board of directors of DeiC. DeiC will always announce changes in the year before they take effect.

11. Appeal

Decisions concerning connection and payment regarding Forskningsnettet, made by the daily management of DeiC may be appealed to the board of directors of DeiC. In practice, this can be done by mail to sekretariat@deic.dk, stating that it concerns an appeal for the board of directors.