

I N T E R O F F I C E M E M O R A N D U M

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Subject: AARnet Membership Comments from Chris Rusbridge

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Comments on AARNet Membership Terms and Conditions  
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These comments refer to the text in Draft F of the AARNet Membership Terms and Conditions paper, dated 11 December 1989, considered at the AARNet Steering Committee meeting on 14 December, 1989.

1) General  
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This agreement appears to be slanted towards affiliate members only. Either provide a separate agreement covering all members, or (preferably) revise this paper to become an agreement between AARNet and all members, including affiliates. This will require editorial changes, including gathering sections of relevance only to affiliates into a separate part. I am happy to volunteer to assist in any such re-drafting.

This agreement should then be signed as a contractual agreement between AARNet and the members and affiliates, who will then have a chance to really understand their rights and obligations in AARNet.

2) What is a connection?  
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The last paragraph in Section 1 defines an AARNet connection, but rather vaguely. This definition is crucial to several aspects of the agreement, and should be expanded, and preferably put in a separate section. My suggested wording for development is:

"1.1 AARNet connections

"A connection to AARNet for the purposes of this document is a connection to a regional hub node or to a member institution, using AARNet-supported network layer protocols (currently IP, DECnet and ISO CLNP) in such a way that direct access to the AARNet and its services is possible.

"AARNet members and affiliates agree not to provide AARNet connections (as defined above) to non-members without the written consent of the

AARNet Board. Note that connections using AARNet-supported protocols are permitted where access to the AARNet is blocked, for example by filters in the member's routers."

### 3) ACSnet -----

The paper so far fails to deal with ACSnet connections. Rather than leave this area un-defined, I suggest we allow ACSnet connections, and encourage contributions where usage is significant. Suggested wording for development is:

#### "1.2 ACSnet connections

"ACSnet connections between AARNet members or affiliates and non-members are not AARNet connections as defined above, and are freely permitted under terms and conditions to be decided by individual members. Where a connection appears to be imposing significant traffic load on the AARNet, however, members and affiliates are requested to levy charges for the connection and to return a share of these charges to the AARNet."

### 4) Commercial use of the AARNet -----

This thorny question is touched on only as a side issue in Section 2.1. I suggest it be directly addressed, up front. Suggested wording for development:

#### "1.3 Commercial use"

[Insert top paragraph of p2, slightly modified.]

"For many reasons, including its funding sources and the policies of external networks crucial to AARNet, AARNet restricts traffic to academic and research activities. Usage of the network for commercial purposes is not in general permitted;" [delete from Section 2.1] " however the network may carry traffic of a commercial nature where one party to the traffic is a member or affiliate and the traffic is in support of academic and research purposes."

This clumsy wording is an attempt to allow useful commercial activity, but to prevent direct commercial activity irrelevant to research. But no-one will ever know!

### 5) Affiliate connection policy -----

The following comments are minor amendments to the bullets in the first cluster in Section 2.1, intended to clarify.

Amend the second bullet to read in part: "\* Nomination of a sponsoring AARNet member..."

Amend the third bullet to read in full: "\* Endorsement of the application by the Chief Executive Officer of the sponsoring member."

Amend the fourth bullet to read in part: "\* A statement from the Chief Executive Officer of the applicant organisation ... conditions applying to affiliate membership."

### 6) Funding from affiliates -----

There should be some possibility of using the funding derived from

affiliates for new facilities or growth. I suggest amending the last sentence of Section 4.2 to read in part: "... and that such charges are used for additional services and to offset the costs attributed to members..."

#### 7) Affiliate Charges

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Amend the first sentence of the second paragraph of Section 5 to read: "Affiliate members pay a charging schedule which uses two components in addition to the data communications costs."

#### 8) AARNet disclaimer

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I believe it would be very wise for AARNet to make a disclaimer along the lines I suggest in an earlier document. This should be added as Section 6:

#### "6 Authenticity and Confidentiality

"The AARNet makes no guarantees and assumes no responsibilities for the integrity, authenticity, or confidentiality of information transmitted over Network links. Such matters are the responsibility of the individual Members generating, receiving, or routing that information. No Member may take any action that is intended to falsify the origin or destination identities or the information content of any transmission. "

#### 9) User Responsibilities

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Thus far the paper has not indicated what the responsibilities of members and affiliates are. This is essential if any security is to be maintained. I suggest the following as Section 7:

#### "7 Responsibilities of membership

##### "7.1 User Responsibilities

"Each Member is expected to encourage an attitude of professionalism and responsibility amongst its user communities regarding their transmissions over the Network. All uses of Network links must be consistent with the Consortium's purpose of supporting the research, educational, administrative, and related support-service goals and objectives of the Members. Each member is responsible for informing its user communities that transmission over the Network for any other purpose jeopardizes the institution's Membership in the AARNet. Specifically, no user of any node in the Network may transmit anything outside its Member domain that is likely to be perceived by the recipient(s) as

". an unsolicited attempt to promote the sale of goods, products, or services of any form that are offered by any non-Member for profit-making purposes, or

". an attempt by the sender to intrude on, hamper, or otherwise disrupt the receiving computing systems or the recipients' use of those systems.

"All members are required to inform their users of the obligations imposed by the AARNet membership or affiliation to international networks: e.g. acting as a routing node to a third country; violating regulations on trans-border data flow, etc.

##### "7.2 Fee-For-Usage Services Provided Between Members

"In the normal operation of its facilities, there may be services that one Member provides that are the subject of co-operative resource-sharing agreements with other institutions that are Members of the Consortium. Such services might perhaps include "remote job submission, execution, and retrieval" processing, or gateway access to other networks that have charges associated with traffic volumes, or any number of other services. The AARNet encourages Member use of the Network to facilitate such interinstitution resource-sharing ventures. However, the mechanisms and methods used by a service-providing Member to bill service-using Members for the usage of such services are in no way associated with the Membership Fee and are beyond the scope and concerns of the Consortium.

### "7.3 External Customers

"Within some Member institutions, there may be nodes with usercodes assigned for use by individuals or organisations whose only relation to the Member institution is that of a pay-for-services customer of the Member's computing facilities. A Member is at liberty to take whatever actions it deems appropriate to prevent such customers from transmitting or receiving over the Network. If a Member chooses not to prevent transmissions by and to its customers, it must inform those customers that they may only transmit information for non-profit purposes in direct support of the educational and research activities of Members.

### "7.4 Dealing with Abuses

"Upon receipt of notification and reasonable evidence that one of its users has violated any of the foregoing behavioural obligations, a Member is expected to take prompt action to ensure that the violation does not occur again. The nature of that action is left to the discretion of the Member according to its own institutional policies and procedures, which are beyond the scope and concern of the AARNet."

### 8) Termination of membership

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The agreement should contain provisions for termination of members or affiliates who are not working within the guidelines and persistently fail to do so. I suggest the following:

### "8 Termination of Membership

"A Member who fails to meet obligations to the AARNet as defined in these policies and procedures may have membership suspended or withdrawn by the National Board following advice from the Regional Network Board.

"Otherwise, membership shall continue unless the Member elects to withdraw from the AARNet by formal notice in writing to the Chair of the National Board. Withdrawal shall take effect from the 31st of December at least 3 months after the formal notice is received.

"Members withdrawing or whose membership is withdrawn shall pay all monies due to the AARNet immediately the withdrawal takes effect."

Chris Rusbridge  
15 January, 1989