



Network Access Policy and Acceptable Use Policy

Introduction

KAREN – the Kiwi Advanced Research and Education Network - exists to meet the specific needs of the research, education and innovation sectors for high-speed collaborative networking both within New Zealand and internationally.

KAREN is owned and operated by Research and Education Advanced Network New Zealand Limited (REANNZ). REANNZ is a not-for-profit Crown-owned company. More information about REANNZ and KAREN can be found at www.karen.net.nz.

The Network Access Policy that follows sets out the organisations that can join and access KAREN. The Acceptable Use Policy sets out how KAREN may be used by those organisations including limitations on its use.

Interpretation

In the Network Access Policy and the Acceptable Use Policy:

- a. Reference to entities defined in legislation or regulations includes equivalent entities in any replacement or amending legislation or regulations.
- b. "Including" and similar words do not imply any limitation.
- c. "KAREN Organisation" means an organisation:
 - i. that is entitled to access KAREN in accordance with this Network Access Policy; and
 - ii. that has entered into a Membership Agreement with REANNZ.
- d. "Membership Agreement" means a contract between REANNZ and an organisation that permits the organisation to access KAREN (including to send and receive data via KAREN) subject to this Network Access Policy and the Acceptable Use Policy.
- e. "KAREN Research Internet Service" means a service provided by a Content and Service Provider allowing KAREN Organisations to access off-net (commodity) routes via KAREN, as approved by REANNZ.

- f. "Permitted Users" means, in respect of a KAREN Organisation, any of the following individuals:
 - i. a student, officer, employee, contractor, invitee or agent of the KAREN Organisation; and
 - ii. a staff member, student or academic of an educational and/or research institution who is visiting the KAREN Organisation.
- g. To avoid doubt:
 - i. "research" includes pure and applied research, and innovation occurring in connection with pure and applied research;
 - ii. individuals may use KAREN only as Permitted Users of their KAREN Organisation, subject to compliance with the Acceptable Use Policy.

Network access policy

There are four types of organisation that can enter into a Membership Agreement with REANNZ in order to gain access to KAREN: Members, Associates, Partners and Content and Service Providers.

1 Members:

- a. Any tertiary education institution (TEI) as defined in Section 162 of the Education Amendment Act 1989;
- b. Any Crown Research Institute (CRI) as defined in the Crown Research Institutes Act 1992;
- c. Any subsidiary of those Members. A subsidiary for this purpose is:
 - i. a subsidiary as defined in the Companies Act 1993;
 - ii. a company in which the Member, or the combined interests of Members, holds 50% or more of the issued shares; or
 - iii. an entity in which the interest of the Member, or the combined interests of Members, is substantially similar in nature to such a subsidiary or company, as defined above.

2 Associates:

a. Full Associates

As approved by REANNZ:

- i. Organisations solely or principally undertaking or providing education and/or research services;
- ii. Organisations solely or principally supporting the conduct, co-ordination or administration of research, education, training or teaching;

To avoid doubt, these organisations include the Ministry of Science and Innovation, the Ministry of Education, the Tertiary Education Commission, the New Zealand Qualifications Authority, Career Services, the Health Research Council, the Education Review Office, and The Royal Society of New Zealand and its constituent organisations.

- iii. Any gallery, library, archive or museum.

b. Divisional Associates

REANNZ may permit a particular division, section, or discrete and separate element (division) of an organisation to access KAREN as an Associate, even if the wider organisation does not qualify as an Associate, provided that:

- i. The division's sole or principal role is within one or more of the categories of Full Associate specified above; and
- ii. KAREN is only used by that division for the purpose of performing its sole and principal role and is not used by the wider organisation other than for that purpose.

3 Partners:

As approved by REANNZ:

a. Research and Education Partners

Organisations (other than Members, Associates and Content and Service Providers) for purposes that are substantially or materially related to the provision, conduct, co-ordination or administration of research, education, training or teaching.

b. Technology Partners

Organisations for the purpose of engaging in technology-based trials or pilots with Members, Associates, Content and Service Providers or REANNZ.

c. Sponsored Partners

Any business partner nominated by Members for the sole purpose of conducting a time limited (up to 12 months) business interaction (research, development, education, innovation) with the nominating Member.

4 Content and Service Providers:

As approved by REANNZ, organisations providing content or services to Members, Associates or REANNZ.

http://www.karen.net.nz/sites/default/files/attachments/publications/content_and_service_provider_policy.pdf

Acceptable Use Policy

Paragraph 1 of this Acceptable Use Policy applies to national connectivity elements of KAREN, i.e. between the network Points of Presence (PoPs).

Paragraphs 2 – 5 of this Acceptable Use Policy apply to all elements of KAREN.

1 Permitted TRAFFIC

Subject to the terms of this Acceptable Use Policy and to the terms of each KAREN Organisation's Membership Agreement, use of KAREN:

- a. By Members and Associates is unlimited, except that use by Divisional Associates is limited to the purposes stated in Paragraph 2b. in the Network Access Policy;
- b. By Partners is limited to the purposes stated in Paragraph 3 in the Network Access Policy; and
- c. By Content and Service Providers is limited in-so-much as one end of any traffic flow must originate or terminate with a Member or Associate (no transit is allowed).

Notwithstanding other statements in this Policy, no KAREN Organisation may use KAREN to transit any commodity Internet traffic, other than KAREN Research Internet Service traffic.

Permitted Users of a KAREN Organisation may use KAREN on the same basis as that KAREN Organisation. Each KAREN Organisation is responsible for ensuring that Permitted Users that it allows to use KAREN comply with this Acceptable Use Policy, including only using KAREN in accordance with that KAREN Organisation's applicable rights of use referred to in Paragraphs a. to c. above.

2 Re-sale

KAREN Organisations are not permitted to re-sell KAREN access or services and may not use KAREN to support transit traffic between commercial networks.

3 Connections to other Advanced networks

When connecting with other advanced networks via KAREN, KAREN Organisations must not breach (or cause REANNZ to breach):

- i. Any terms in agreements between REANNZ and those other advanced networks;
- ii. Any policy held by another advanced network that is similar to this policy (generally, such policies are published on the other networks' websites)

4 Compliance

REANNZ may deny access to any Member, Associate, Partner or Content and Service Provider that fails to comply with the Policy.

5 Prohibited activities

No person shall use or attempt to use any computer system so as to cause costs, expense, or loss (financial or otherwise) to be incurred by:

- i. any KAREN Organisation without the consent of the KAREN Organisation concerned;
- ii. any person whether or not a part of, or connected in any way with, the KAREN Organisation without the consent of that person.

Individuals using KAREN are entitled to work without harassment. For example if it is unacceptable to say something to a person it is equally unacceptable to transmit the same statement electronically. Similarly, if it is unacceptable to display a sexually explicit poster in a public room then it is equally unacceptable to display such an image on a publicly visible computer screen.

Subject to paragraph 6 below, prohibited activities include uploading, downloading, or otherwise transmitting:

- Software without, or in breach of the terms of, a license;
- Materials in breach of another party's intellectual property rights (such as trade secrets, or copyrighted, trademarked and patented materials);
- Illegal information or materials;
- Objectionable materials in terms of the Films, Videos, and Publications Classification Act;
- Defamatory materials;
- Offensive, harassing, derogatory, or discriminatory materials within the meaning of the Human Rights Act 1993 or the Harassment Act 1997; or
- Material about individuals which is being used for a purpose other than that for which it was collected, in breach of the Privacy Act 1993.

KAREN or its systems may not be used to:

- Create or distribute chain letters, "junk" or "spam" (mass, unsolicited) mail;
- Send anonymous email;
- Disrupt another person's activities;
- Harass another person or send unwanted offensive material;
- Forge email messages to make them appear to come from another person;
- Read, delete, copy or modify email under the control of other users without authorisation;
- Introduce viruses;
- Download unauthorised software without approval; or
- Intentionally engage in illegal activities.

6 Permitted research

In some circumstances, certain Permitted Users may have a legitimate research interest in using or transmitting information or materials which would otherwise be prohibited by paragraph 5 above. Access or transmission of such information or materials is only permitted to the extent that:

- it is accordance with all applicable laws and does not infringe the rights of any third party or give rise to any claim by a third party (including any rights in respect of defamatory materials);
- it is solely for a legitimate research purpose and has been authorised in writing by the appropriate authority within a Member in advance;
- all reasonable steps are taken by the Member and any relevant Permitted User to prevent unauthorised or inadvertent access to the information and materials by other individuals.

Version control

VERSION	PUBLISH DATE	REASON FOR UPDATE
1	30 July 2007	Document Creation.
2	15 August 2009	Updated for TCL as network supplier.
3	21 July 2011	Incorporation of NAP and AUP into one document. Clarification of membership types, addition of Sponsored Partners membership category. Specific mention of commodity Internet on KAREN.
4	15 September 2011	Amendment to allow commodity Internet from the KAREN Research Internet Service (solely) to be carried on KAREN.
5	20 October 2011	Amendment to AUP clarifying Prohibited Activities and adding Permitted Research (section 6) description.