

# NYSERNet R&E Downstream Access Policy

March 15, 2019

## **Purpose of the Policy**

This policy governs the provisioning of NYSERNet's Research & Education (R&E) Network Service by a connected institution (a Host) to another organization (a Downstream) not directly connected to the Network.

## **Definition of Terms**

Host Institution (Host) – an institution with a connection to the NYSERNet Research & Education Network that satisfies the eligibility requirements identified in this Policy Statement and which provides an eligible third party with access to the NYSERNet R&E Network.

Downstream Participant (Downstream) – a for-profit or not-for-profit organization that satisfies the eligibility requirements identified in this Policy Statement and which accesses the NYSERNet R&E Network via a connection to a Host.

## **Eligibility**

Any institution connected to the NYSERNet Research & Education Network at 10 Gb or greater is eligible for consideration to act as a Host.

Not-for-profit institutions are eligible for consideration to connect to NYSERNet as Downstreams. Such institutions must qualify as Internet2 Community Anchors (CAPs) or Internet2 Sponsored Participants.

Member sponsored for-profit institutions are eligible for consideration to connect to NYSERNet as Downstreams provided (a) they are participants in business incubators operated by an eligible Host and (b) their usage of the network's resources remains de minimis, as determined solely by NYSERNet's President and/or Board of Directors.

The Host and Downstream must continually satisfy all the conditions documented herein. NYSERNet reserves the right to refuse to carry or route traffic from any institution, which, in NYSERNet's sole judgment: (a) is in violation of this Downstream Policy or, (b) has originated or will terminate at an unauthorized Downstream location.

## **Terms and Conditions**

NYSERNet requires that an institution wishing to act as a Host has a complete understanding of: (a) this NYSERNet R&E Downstream Access Policy, (b) the support and operational requirements of providing downstream access, and (c) the limitations on the support that NYSERNet and its contractors will provide to the Downstream and Host relating to this service. Further:

- The Host must maintain a dedicated 10 Gb (or greater) connection to the NYSERNet Network.
- The Host must report to NYSERNet on an annual basis the amount of NYSERNet Network resources consumed by its downstream(s) during the previous year.
- The Host must submit a separate Downstream Application for each institution to which the Host wishes to extend service. All applications are subject to the review and approval of NYSERNet's President or the President's designee.

- The Downstream must adhere to the NYSERNet Acceptable Use Policy.
- NYSERNet will not provide support or troubleshooting assistance for the Downstream. The Host is responsible for handling all support questions and issues, network consulting requirements and documentation needs for the Downstream.
- NYSERNet is not responsible for the soundness of Downstream connections and reserves the right to charge the Host at its then current consulting rate for all support provided for the Downstream connection, or to deny such requests for support.
- The Host must consider the types of services that the Downstream may require and how the Host will provide them. Such services might include: Network Consulting, Network Operations, Network Management, Network Maintenance, Email Services, Domain Name Service, Primary Servers, Secondary Servers, Host Registration, and MX Records.
- Network performance reports are available for the Host, only.
- The Downstream must maintain a connection to the commercial Internet throughout the term of this agreement to ensure proper routing. The Downstream must acquire the necessary network addresses for their connection from their commercial Internet provider or the Host. NYSERNet will route these addresses.
- In cases where data communications are addressed to recipients outside the NYSERNet Network and are carried across other special purpose networks or the Internet, Hosts are advised that acceptable use policies of those other networks apply and may, in fact, limit or forbid use by the Downstream. The Host Institution is responsible for compliance by its Downstream(s) with all applicable acceptable use policies of NYSERNet and networks with which the NYSERNet network exchanges traffic.
- NYSERNet is not responsible for and cannot be held liable for changes and modifications to other network's acceptable use policies that eliminate or prevent Downstream sites from exchanging traffic.
- NYSERNet reserves the right to suspend or revoke use of its network by any Downstream or Host found to be in violation of the terms and conditions of this policy.
- NYSERNet reserves the right to, from time-to-time, and at its sole discretion modify this policy. Any such modification will be provided to the Host for dissemination to their Downstreams.
- Each Downstream Participant agrees to defend, indemnify, and hold NYSERNet and its member institutions and connected institutions harmless from and against any claim of any kind or description arising from use of the Research & Education (R&E) Network Service by such Downstream Participant or its end users.

## **Procedures**

- Carefully read and consider the NYSERNet Downstream Policy and Acceptable Use Policies.
- Complete a NYSERNet Downstream Participant Application.
- SUNYs must secure the signature of their Downstreams on NYSERNet's "Research and Education Network Services Agreement for Downstream Participants (SUNY)".
- Forward one copy with original signatures and all attachments to:

Contracts Management  
 NYSERNet Inc.  
 100 S. Salina St., Suite 300  
 Syracuse, New York 13202  
[contracts@nysernet.org](mailto:contracts@nysernet.org)