

**UNIVERSITY OF ZAGREB  
UNIVERSITY COMPUTING CENTRE**



**POLICY  
OF THE CROATIAN INTERNET EXCHANGE (CIX)  
NATIONAL CENTRE FOR THE MUTUAL INTERNET  
TRAFFIC EXCHANGE**

Zagreb, October 2007

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# I GENERAL PROVISIONS

## **ABOUT CIX**

### **Article 1**

Croatian Internet eXchange (hereinafter **CIX**) was established by the Memorandum signed on September 8 2000, as the national centre for mutual Internet traffic exchange.

Signatories to the Memorandum on the Founding of CIX included: AT&T Global Network Services Croatia, Croatian Academic and research Network CARNet, Croatian Radio and Television, Croatian Telecom, ISKON Internet and VIP-NET GSM.

The University Computing Centre Srce, as a legal entity, represents the CIX in legal traffic as well as its interests in the Republic of Croatia in international affairs.

The establishing of CIX has created conditions for simple Internet traffic exchange between computing networks in Croatia, without overloading third networks, which is of national importance for efficient and rational use, as well as the further growth of Internet in the Republic of Croatia.

## **TECHNICAL AND ORGANISATIONAL PRINCIPLES OF CIX**

### **Article 2**

In the technical sense CIX is a separate local network (hereinafter **CIX LAN**) placed in the University Computing Centre of the University of Zagreb (hereinafter **Srce**), which interconnects telecommunication channels to and from CIX members, thus enabling data exchange among all CIX members, and in accordance with their bilateral or multilateral agreements, that they will sign.

A CIX member connects to the CIX by placing its equipment, usually a router into one of the CIX communication closets in Srce, and connecting its equipment to CIX LAN on one side, and to its own network on the other, through an established telecommunication channels. The aforesaid telecommunication channels can be the member's property or leased by the member for the purpose of connecting to CIX.

CIX is not an Internet Service Provider and does not provide the service of connecting on an IP level, but solely connection on the local network level (LAN).

Interconnection on the IP level (peering) is accomplished among the interested CIX members, based on their mutual agreements and the corresponding configurations of their equipment. IP addresses within CIX LAN for individual members are allocated by Srce from the address domain received for the purposes of CIX from RIPE (Réseaux IP Européens).

### **Article 3**

In the organisational sense, CIX is a neutral and non-profit service of Srce as the CIX host, accessible under equal conditions to all legal entities who meet *Requirements for CIX membership*, as determined by the CIX Council.

Srce appoints the Head of CIX. The head organises and is responsible for the operation of CIX, represents Srce as the CIX host, fully and independently in all matters related to the relations between Srce and a CIX member.

#### **Article 4**

Information about CIX, its operations, service levels, CIX membership requirements and members list are published on the CIX web pages on the address <http://www.cix.hr/>.

## **II CIX SERVICE AND SRCE AS THE CIX HOST**

### ***CIX SERVICE***

#### **Article 5**

Srce, as the CIX host, provides each CIX member a service consisting of:

- access to CIX LAN over the agreed Ethernet technology as stipulated by Article 2 of the Policy,
- space in the CIX communication closet to place the member's equipment, in a Srce's air-conditioned hall,
- continuous power supply for the CIX LAN equipment and the member's equipment,
- enabling access (24 hours a day, every day throughout the year) to the CIX communication closet containing the member's equipment to the CIX member's authorised technical personnel,
- protection of the CIX equipment and the member's equipment against unauthorised access of the persons who haven't been authorised by the CIX members to access the equipment in the CIX closets,
- data maintenance on public and internal CIX web pages,
- technical support to the CIX Council operations.

#### **Article 6**

The CIX council sets the concrete technical specification and possible service levels, from paragraph one of this Article, in the document entitled "*Specification and level of CIX service*".

The CIX Council can suggest Srce to establish additional services within the CIX service.

### ***CIX SERVICE COST***

#### **Article 7**

Based on the set specification and levels of the CIX service, determined by the CIX Council, Srce sets the set-up fee for the new CIX members and the monthly fee for the CIX service, individually for each CIX service level.

All CIX service prices must be set following the "not-for-profit" principle. When setting the profit, Srce is obliged to consult the CIX council.

The CIX price list is published on the CIX web pages.

Srce shall notify The Council and CIX members of any changes at the latest 30 days prior to the new prices coming into effect.

## **RIGHTS AND OBLIGATIONS OF SRCE AS THE CIX HOST**

### **Article 8**

Srce, as the CIX host, provides the CIX service to all CIX members under equal conditions, pursuant to the provisions of this Policy, in accordance with the *Agreement on membership and use of CIX service*, which a CIX member is obliged to make with Srce, and in accordance with the professional code.

### **Article 9**

Srce shall provide to a CIX member all necessary technical and organisational support with placing CIX telecommunication channels in the CIX communication closet up to the extent feasible by the technical capacities of the Srce building.  
In the event that the placement of the CIX member's channels requires non-standard operations, non-standard employment of the Srce personnel or non-standard use of the facilities or parts of the Srce building, Srce and the CIX member shall stipulate special terms and conditions for providing access to CIX by the *Agreement on membership and use of CIX service*.

### **Article 10**

Srce shall appoint the head of CIX.

### **Article 11**

Srce can exclude a CIX member from the CIX LAN temporarily or permanently if the CIX member, despite a written warning by the head of CIX, fails to fulfil its obligations to Srce or disrupts the operation of CIX or other members.

### **Article 12**

Srce, as the CIX host, shall not take responsibility and is not in charge of the traffic exchanged by CIX members over CIX.  
Srce shall not take responsibility and shall not be responsible for any disputes and dispute settlements that may arise between CIX members, or CIX members and third parties.

## **III CIX MEMBERSHIP**

### **REQUIREMENTS AND PROCEDURE OF BECOMING A CIX MEMBER**

#### **Article 13**

Any legal entity, which meets the "*CIX membership requirements*", set forth by the CIX Council, can become a CIX member.  
CIX membership requirements have been published on the CIX web pages.  
A membership application is submitted in the form and with the information set forth by Srce.

#### **Article 14**

Srce, as the CIX host, shall determine whether a legal entity fulfils the requirements set forth in Article 13 of this Policy.

A legal entity which disagrees with Srce's evaluation of its compliance to fulfill the requirements for CIX membership can submit a CIX membership application to the CIX Council. The CIX Council decision about the CIX membership application shall be final.

A CIX member status is acquired by entering into the *Agreement on membership and use of CIX service* with Srce.

A CIX member status is public and it is published on the CIX web pages.

## **TERMINATION OF CIX MEMBERSHIP**

### **Article 15**

CIX membership can be terminated:

- (1) on the grounds of a CIX member's decision, of which the CIX member is obliged to notify Srce in a writing, not later than 15 days prior the day of membership termination.
- (2) on the grounds of a CIX Council's decision, in the event that a member has failed to comply with the current CIX Membership Requirements in a period no longer than 3 months; Srce shall notify the CIX member of the membership termination under this paragraph not later than 60 days prior to the day of membership termination.
- (3) on the grounds of a Srce's decision, pursuant to Article 11 of this Policy; Srce shall notify the CIX member of the membership termination under this paragraph not later than 30 days prior to the day of membership termination.
- (4) after the expiry of 90 days after the conclusion of the contract for the equipment allocation in the communication closet in the computing room at Srce, and in case that a CIX member does not place its equipment in the communication closet in the computing room at Srce.

## **IV RIGHTS AND OBLIGATIONS OF THE CIX MEMBER**

### **CIX MEMBER'S RIGHTS**

#### **Article 16**

A CIX member is entitled to place its equipment in the CIX communication closets in the Srce computer hall, in accordance with the CIX service level chosen by the member from the list of available CIX service levels and which has been settled with Srce, as the CIX host.

A CIX member is obliged to place its equipment in the communication closet in the computing room at Srce and thereby to operationally start the participation at the CIX within 90 days after the conclusion of the contract for membership and use of CIX services.

#### **Article 17**

A CIX member can establish Internet traffic exchange with another CIX member over CIX LAN.

In this case CIX members who agree on the mutual Internet traffic exchange are obliged to sign the Traffic exchange agreement (peering agreement).

A CIX member undertakes to notify Srce, as the CIX host, in writing, of every existing individual peering agreement, and to send technical data about the peering agreement in the form set forth by Srce within 15 days from the date of signing the peering agreement. The existence of the peering agreement is published on the CIX web pages in the current peering agreements table.

#### **Article 18**

A CIX member appoints its **representative to the CIX Council**, and its deputy upon the conclusion of the contract for membership and use of CIX services.

A member's representative to the CIX Council shall represent this member fully and independently in all matters related to CIX and the members' relations with Srce, as well as the issues related to the CIX Council's authority.

A CIX member undertakes to notify Srce in writing of any changes of its representative to the CIX Council not later than 8 days prior to the day when this change becomes effective.

A CIX member can appoint a deputy to the CIX Council representative.

#### **Article 19**

A CIX member appoints **authorised technical personnel** to access the CIX communication closet containing CIX member's equipment upon then conclusion of the contract for membership and use of CIX services. A CIX member obliges to notify Srce about every change on the list of authorised technical personnel in writing to Srce.

### ***CIX MEMBER'S OBLIGATIONS AND RESPONSIBILITIES***

#### **Article 20**

A CIX member is responsible for the delivery, insurance, configuration, maintenance and functioning of its equipment, as well as the establishment, maintenance and functioning of the channels connecting the CIX member to CIX LAN.

#### **Article 21**

A CIX member undertakes to act in accordance with the Internet rules contained in legal rules, which primarily means not causing any harm to others, particularly other CIX members or Srce. When using the CIX, members are also obliged to respect rules and law of the Republic of Croatia as well as internal regulations of Srce which regulate rules of activity.

A CIX member shall be held liable for any damage caused to the CIX equipment or the equipment of another CIX member, which was caused by actions of this member's authorised technical personnel. In this event, the member responsible for the damage shall be held liable on the principle of objective liability.

#### **Article 22**

In the event of a dispute or complaint arising from or related to the content of the traffic exchanged by a CIX member over CIX, and whose origin or destination is the member's network, the member will be fully responsible for any disputes or complaints arising from the aforesaid traffic, and will be obliged to take all necessary action of legal, of technical or other nature required for the settlement of the dispute.

#### **Article 23**

A new CIX member is obliged to pay set-up fee into Srce's transfer account in accordance with the invoice issued by Srce in accordance with this Policy and the concluded contract for membership and use of CIX services.

A CIX member is obliged to pay into Srce's transfer account a monthly fee for CIX services in accordance with the invoice issued by Srce in accordance with this Policy.

CIX members' obligations referred to in paragraph 2 of this Article are assumed on the day of the allocation of CIX member's equipment into the communication closet in the computing room at Srce.

## **V CIX COUNCIL**

### ***CIX COUNCIL MEMBERS AND AUTHORITY***

#### **Article 24**

Every CIX member can appoint a representative to the CIX Council. Srce can appoint a representative to the CIX Council.

The head of the CIX Council is elected by and among CIX Council members for a one-year term.

The list of CIX Council members is public and is published on the CIX web pages.

#### **Article 25**

The CIX Council makes decisions within the scope of its authority pursuant to this Policy.

The CIX Council:

- sets forth the *CIX membership requirements*, a document prescribing requirements which a legal entity has to fulfill in order to become a CIX member; when issuing this document the Council must consult the head of CIX;
- sets forth the *CIX service specifications and levels*, a document which technically specifies the CIX service and individual service levels; when issuing this document the Council must consult the head of CIX;
- decides on CIX membership applications on the second level;
- at the suggestion of the head of CIX, decides on the termination of membership due to the failure to fulfil CIX membership requirements.

The documents "*CIX membership requirements*" and "*CIX service specifications and levels*" are published on the CIX web pages.

#### **Article 26**

The CIX Council shall have advisory role in relation to Srce, as the CIX host, as well as to the other CIX members.

The CIX Council:

- discusses the functioning of CIX;
- proposes changes of technical nature to Srce, concerning the functioning of CIX;
- makes recommendations of technical nature to CIX members;
- proposes changes of this Policy to Srce.

## **CIX COUNCIL OPERATION**

### **Article 27**

The CIX Council reaches decisions by ordinary majority vote of all members. The number of CIX Council members equals the number of written appointments of CIX members' representatives in the CIX archive in Srce. The CIX Council decisions are binding upon all CIX members.

### **Article 28**

The CIX Council shall meet at least once a year, or more, if necessary. The CIX Council session is convened by the Chair of the CIX Council. An extraordinary session of the CIX Council shall be convened within a period of no longer than 15 days if it is requested in writing by at least three CIX Council members or if it is requested in writing by the head of CIX.

### **Article 29**

The CIX Council shall carry out discussions and decision making in the period between sessions electronically, via electronic mail exchanged by the Council members and their deputies using the e-mail address: [e-vijece@cix.hr](mailto:e-vijece@cix.hr). The Chair of the CIX Council shall set the topic and the schedules of every discussion and within a period of no longer than 3 working days following the day of the conclusion of the discussion write a summary of conclusions and decisions.

### **Article 30**

It is compulsory that the head of CIX participates in the CIX Council operation, but without the voting right.

## **VI TRANSITIONAL AND FINAL PROVISIONS**

### **Article 31**

Taking into consideration all investments of the Croatian Academic and Research Network CARNet into the establishment and operation of CIX that have been made so far, CARNet shall be exempt from the duty to pay the monthly fee for the CIX service until 31 December 2008, provided that the service level used by CARNet on the date Policy comes into force is not changed.

## **POLICY'S COMING INTO FORCE**

### **Article 32**

This Policy comes into force on October 31, 2007.

## **CHANGES AND AMANDMENTS TO THE CIX POLICY**

### **Article 33**

This Policy is issued by the Director of Srce as the CIX host.

All changes and amendments to this Policy shall be made by the Director of Srce, following the consultations with the CIX Council.

The Policy (the amended text) is published on the CIX web pages not later than 8 days prior the date it comes into force.

## **WRITTEN COMUNICATION**

### **Article 34**

Written communication as set forth in this Policy is:

- (1) an official letter signed by an authorised member of staff of Srce or a CIX member with an official stamp or
- (2) an electronic message (e-mail) sent by a CIX member's representative to the e-mail address: [cix-admin@srce.hr](mailto:cix-admin@srce.hr), or an electronic message (e-mail) sent by Srce from the address [cix-admin@srce.hr](mailto:cix-admin@srce.hr) to the e-mail address assigned by the CIX member for the official electronic communication with Srce.

In Zagreb, October 31, 2007

Director of Srce  
Zoran Bekić, M.Sc.

Ref. number: