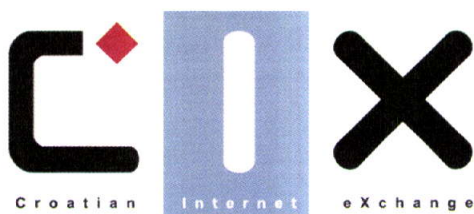


**UNIVERSITY OF ZAGREB
UNIVERSITY COMPUTING CENTER**



**POLICY
CROATIAN INTERNET EXCHANGE
(CIX)
NATIONAL CENTER FOR
INTERNATIONAL INTERNET EXCHANGE**



Zagreb, May 2016.

The basis for issuance of the Policy:

↵ Article 31, paragraph 1. item j) of the Statute of Srce

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Previous versions of the Policy:

- ↵ Policy Croatian Internet Exchange (CIX) National Center for Internet Exchange, Uno. 02-5776/002-07 of 31st October 2007
- ↵ Policy Croatian Internet Exchange (CIX) National Center for Internet Exchange, Uno. 02-20-8802/001 of 27th October 2010

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1. GENERAL PROVISIONS

1.1. About CIX

Article 1

Croatian Internet eXchange (hereinafter referred to as **CIX**) was founded by the Memorandum signed on the 8th of September, 2000 as the national center for internet exchange.

As a legal entity, University Computing Center represents CIX in legal dealings and acts on its behalf both in the Republic of Croatia and in international relationships.

Establishment of CIX has provided necessary prerequisites for a simple internet exchange between computing networks in the Republic of Croatia, without causing any load upon the third networks, which is of national importance in accomplishing an efficient and rational use as well as further growth and development of the internet in the Republic of Croatia.

1.2. TECHNICAL AND ORGANISATIONAL PRINCIPLES OF CIX

Article 2

Technically speaking, CIX is a separate, distributed network infrastructure managed by University Computing Center of Zagreb (hereinafter referred to as: **Srce**) through which telecommunications channels are connected, both from and to CIX members. This way, data exchange between all CIX members is made possible, fully compliant to their bilateral and multilateral agreements which they may conclude among themselves.

A CIX member achieves access to CIX network infrastructure by means of a telecommunications channel to its own network infrastructure, directly or by using the member's equipment. The said telecommunications channel can be either owned by a member or rented by it for the purpose of getting connected to CIX.

CIX is not an Internet service provider and it does not offer to end users interconnection services on an IP level, but, by means of CIX network infrastructure, only the possibility of interconnection to CIX members.

Peering is accomplished between interested CIX members, on the grounds of their mutual contracts or agreements and by means of adequately configuring their equipment. IP addresses within CIX network infrastructure for individual members are assigned by Srce, from the bulk of addresses received from RIPE (Réseaux IP Européens) for the needs of CIX.

Article 3

In terms of organisation, CIX is a neutral and not-for-profit service provided by Srce, the coordinator of CIX. It is available, under equal terms, to any legal entity satisfying the *Conditions for CIX Membership*, stipulated by the *CIX Council*.

Srce appoints the CIX Manager. The CIX Manager is responsible for the organisation and operation of CIX. He/she represents Srce, the coordinator of CIX, totally and independently, in all matters related to the relationship between Srce and any CIX member.

Article 4

Information about CIX, its operation, types of its services, conditions for CIX membership and list of members are available on CIX web sites at the address: www.srce.hr/cix.

2. CIX SERVICES AND SRCE AS THE COORDINATOR OF CIX

2.1. CIX SERVICES

Article 5

Srce, as the coordinator of CIX, offers to each of CIX members the services including:

- access to CIX network infrastructure in terms of Article 2 herein;
- maintenance of CIX's information services;
- administrative support to the work of CIX Council;
- reporting about CIX's operation.

Article 6

Srce, being the coordinator of CIX, by a separate document called "Technical description and services of CIX" determines technical description of CIX's network infrastructure and types of services, in compliance with Article 5 of the Policy, along with the prices of particular types of services.

The CIX Council can suggest to Srce establishment of additional services within CIX services, as referred to in Article 23 herein.

The document „Technical description and services of CIX“ is an integral part of the Policy.

2.2. PRICE OF CIX SERVICES

Article 7

Being the coordinator of CIX, Srce shall determine the access charge for new CIX members as well as the monthly fee for using CIX services.

All the prices of CIX services must be formed according to the „not-for-profit“ principle. In determining the prices, Srce shall consult the CIX Council.

Srce shall notify the Council and CIX members about any change of the price, not later than 30 (thirty) days before the new prices become valid.

2.3. RIGHTS AND OBLIGATIONS OF SRCE, THE COORDINATOR OF CIX

Article 8

Being the coordinator of CIX, Srce offers services to all CIX members, under equal conditions, compliant to the provisions stipulated by this Policy and in accordance with the *Agreement on CIX Membership and Usage of CIX Services* that each of CIX members is obliged to conclude with Srce, and in accordance with the rules of profession.

Article 9

Srce can exclude a CIX member from CIX network infrastructure, in compliance with the provisions of Article 12 herein.

Prior to excluding a CIX member, the CIX Manager will notify the member by e-mail about the possibility of exclusion, using the address specified in the agreement.

Being the coordinator of CIX, Srce is neither responsible for, nor in charge of the exchange performed by CIX members via CIX.

Srce is neither responsible for nor in charge of settling possible disputes between CIX members or the disputes between CIX members on one side and the third parties on the other.

3. CIX MEMBERSHIP

3.1. CONDITIONS AND PROCEDURE OF JOINING CIX MEMBERSHIP

Article 10

Any legal entity satisfying the „Conditions for CIX Membership“ established by Srce, as the coordinator of CIX, can become a CIX member. The conditions for becoming a CIX member are announced on CIX internet sites.

The application for CIX membership is submitted on the standard form and it contains the data prescribed by Srce.

„Conditions for CIX Membership“ are an integral part of this Policy.

Applications submitted for CIX membership shall be considered by Srce.

Article 11

The status of a CIX member is acquired by concluding the „Agreement on Membership and Usage of CIX Services“ with Srce.

The status of a CIX member is public and is announced on CIX internet sites.

3.2. TERMINATION OF CIX MEMBERSHIP

Article 12

CIX membership can be terminated:

(1) by the expiry of 90 days from the conclusion of the „Agreement on CIX Membership and Usage of CIX Services“, in case the CIX member has failed to carry out connection to CIX network infrastructure;

(2) by the decision of a CIX member, of which the CIX member is obliged to notify Srce in writing, not later than 30 days before the membership is terminated;

(3) by the decision of Srce as the coordinator of CIX, in case a member has failed to satisfy actual „Conditions for CIX Membership“ for a period exceeding 90 days;

(4) by the decision of Srce, as the coordinator of CIX, in case a CIX member has not paid the bills for using CIX services for a period of 90 days;

(5) by the decision of Srce, as the coordinator of CIX, in case of some other violation of the provisions stipulated either in the „Agreement on Membership and Usage of CIX Services“ or in the Policy herein.

In any of the cases referred to in paragraph 1 of this article, a legal entity whose membership in CIX is terminated can apply for the membership again, provided that the reasons which caused termination of CIX membership have in the meantime ceased to exist.

4. RIGHTS AND OBLIGATIONS OF A CIX MEMBER

4.1. RIGHTS OF A CIX MEMBER

Article 13

A CIX member connects to CIX network infrastructure directly or by using the member's equipment, depending on the type of CIX service stipulated between the member on one side and Srce, the coordinator of CIX, on the other.

A CIX member assumes the obligation to carry out connection to CIX network infrastructure and thus begin its usage of CIX services not later than 90 days after the conclusion of the „Agreement on CIX Membership and Usage of CIX Services“.

Article 14

By using CIX network infrastructure, a CIX member is able to realise internet exchange with other members.

Article 15

When concluding the „Agreement on CIX Membership and Usage of CIX Services“, a CIX member can appoint its representative in the CIX Council, as well as the representative's deputy. A member's representative in the CIX Council represents that member wholly and independently, in all matters related to CIX and the member's relationships with Srce, as well as the matters within the competence of CIX Council.

Article 16

A CIX member appoints authorised technical personnel for operational cooperation with CIX. The appointment is done by providing required data via an internal web of CIX.

4.2. OBLIGATIONS AND RESPONSIBILITIES OF A CIX MEMBER

Article 17

A CIX member is responsible for delivery, configuration, maintenance and operation of the equipment and of the telecommunication channels in its possession.

Article 18

A CIX member assumes the obligation to keep and regularly update administrative data in connection with the changes related to the appointment of representatives in the CIX Council and authorised technical personnel and the data regarding the realised and implemented internet exchange (peering) with other CIX members.

Article 19

In the use of CIX services, a CIX member assumes the obligation to act in compliance with the Internet norms determined by positive rules, which primarily implies not inflicting any damage upon other parties, particularly other members or Srce. Also, when using CIX services, CIX members are obliged to implement the rules and laws of the Republic of Croatia as well as the internal acts of Srce, by which the rules of business conduct are prescribed.

A CIX member shall be responsible for any damage incurred on CIX equipment or on the equipment of another CIX member, the damage being caused either by the equipment or activity of the respective member, or by the activity of authorised technical personnel of the respective member in CIX. When using the equipment, a CIX member's authorised technical personnel shall handle it with the diligence of a good expert.

Article 20

A CIX member shall be entirely responsible for the content of the Internet exchange performed via CIX, the origin or the destination of which is located in the network of the respective member. Should there be any dispute related to the content of the internet exchange, the respective CIX member shall be obliged to take any necessary activity of legal, technical or other nature, aimed at resolution of the dispute.

Article 21

A CIX member is obliged to pay to Srce's operating bank account a one time access fee, according to the invoice drawn up by Srce in compliance with this Policy and with the „Agreement on CIX Membership and Usage of CIX Services“.

A CIX member is obliged to pay to Srce's operating bank account the monthly compensation for CIX service, according to the invoices drawn up by Srce in compliance with this Policy.

A CIX service is subject to VAT taxation, depending on the seat of the taxpayer, user of the service, and in compliance with legal regulations on VAT.

A CIX member's obligations referred to in paragraph 1 and 2 of this article shall become effective on the day of his/her connection to CIX network infrastructure.

5. THE CIX COUNCIL

5.1. COMPOSITION AND COMPETENCES OF THE CIX COUNCIL

Article 22

The CIX Council plays an advisory role with reference to Srce as the coordinator of CIX, but also with reference to all CIX members.

The CIX Council

- debates and proposes to Srce, as the coordinator to CIX, any changes related to CIX.
- provides recommendations to CIX members.

Article 23

Each CIX member can appoint one representative and his/her deputy in the CIX Council.

The presiding member in the CIX Council is elected by members of the CIX Council among themselves, for the period of one year.

The presiding member in the CIX Council is represented by his/her appointed representative.

5.2. WORK OF THE CIX COUNCIL

Article 24

Decisions of the CIX Council are made either at its sessions or electronically. The CIX Council takes decisions by majority vote of the attending representatives, i.e. by majority vote of the CIX Council representatives participating in electronic voting.

Each CIX member that has appointed its representatives in the CIX Council has one vote in the CIX Council.

Decisions of the CIX Council are valid if the session was attended by half of the total number of CIX Council members or if half of the total number of CIX Council members took part in electronic voting.

Number of the CIX Council members corresponds with the number of valid appointments of CIX members' representatives.

Article 25

The CIX Council meets at least once in a year. If necessary, it meets more often. The meeting is convened by the representative of the CIX Council chairperson.

A special meeting of the CIX Council shall be convened in no longer than 15 days if this has been demanded, in written form, by at least 3 members of the CIX Council or if it has been demanded, in written form, by the CIX Manager.

Article 26

Debates and decisions during the period between the meetings of CIX Council are done electronically, via the e-mail address: e-vijece@cix.hr. used by all Council members and their deputies.

The representative of the CIX Council chairperson decides on the subjects and terms of debates. Not longer than 3 work days after the debate has been closed, he/she shall note the conclusions and decisions.

Article 27

The CIX Manager is obliged to participate in the work of CIX Council, but without suffrage.

6. TRANSITIONAL AND CLOSING PROVISIONS

6.1. ENTRY OF THE POLICY INTO FORCE

Article 28

This Policy shall enter into force on June 1st, 2016.

6.2. AMENDMENTS TO CIX POLICY

Article 29

This Policy is issued by the Director of Srce.

Any amendments to this Policy shall be issued by the Director of Srce.

The Policy (revised text) shall be announced on the internet sites of CIX, not later than 8 days before its entry into force.

6.3. WRITTEN COMMUNICATION

Article 30

In terms of this Policy, the following shall be considered as written communication::

(1) an official letter duly signed by an authorised person from Srce or by a CIX member, and certified with a seal, if applicable, or

(2) an electronic message (e-mail) sent by a CIX member representative to the e-mail address: cix@srce.hr, or an electronic message (e-mail) sent by Srce from the address cix@srce.hr to the e-mail address determined by a CIX member for official electronic communication with Srce.



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