

University Computing Centre, University of Zagreb, OIB: 34016189309, Zagreb, J. Marohnića 5, represented by the Director Zoran Bekić, PhD (hereinafter referred to as **SRCE**), as the coordinator of CIX and the CIX services provider

and

The name of the legal entity, Location, Street and street number _ Tax number, represented by position _ First name _ Surname _ profession (hereinafter referred to as: **CIX MEMBER**), as CIX member and CIX services user, have agreed to sign, under Article 11 of CIX Policy, the following

AGREEMENT ON MEMBERSHIP AND USAGE OF CIX SERVICES (CROATIAN INTERENT EXCHANGE)

Number _ agreement _ number _

Article 1

By this agreement SRCE and the CIX MEMBER define their mutual rights and obligations, as regards CIX membership and the use of CIX services, which are described in detail in CIX Policy (hereinafter referred to as **Policy**) issued by SRCE as the coordinator of CIX.

By signing this Agreement, the CIX MEMBER confirms that it is familiar with the provisions of the Policy and accepts being legally bound by the provisions of the Policy as a CIX MEMBER with all rights and obligations pertaining thereto.

In case of amendments to the Policy, the contractual parties agree that these amendments shall apply to the contractual relationship established under the already concluded Agreement. If the CIX MEMBER does not agree with the amendments to the Policy, it shall have the right to terminate the earlier concluded Agreement, by a written notice communicated to SRCE within 15 days following the date of receiving the information about entry into force of the amended Policy.

Article 2

The contractual parties agree that all official communication related to the membership and use of CIX services shall be conducted via electronic mail, in accordance with the provisions stated in the Policy.

The contractual parties determine e-mail addresses to be used in all official communication, that is the CIX member determines the address < e-mail address>, whereas SRCE determines the e-mail address cix@srce.hr

Article 3

The types of CIX services which the CIX member can choose are described in detail in the valid document "CIX Technical Description and Services" which is an integral part of the CIX Policy.

The CIX member decides on the type of CIX service it wishes to use by sending a request at the e-mail address of SRCE from Article 2 of this Agreement, not later than 15 days before the planned beginning of the period of intended use of the service.

Article 4

The CIX member can appoint its representatives in the CIX Forum.

The CIX member shall also appoint the administrative and technical personnel authorised to access the equipment in its ownership.

The appointment of the aforesaid personnel as well as any change related to the personnel referred to in paragraphs 1 and 2 of this article shall be carried out via official e-mail addresses specified in Article 2 of this Agreement.

The type of personal data that SRCE collects based on the provision of this Article, the purpose of processing, the deadline for retention and the rights of the respondent are prescribed by the provisions stated in the Policy.

Article 5

The CIX MEMBER assumes the obligation to keep record of and regularly update the data related to the appointed personnel referred to in Article 4 herein, as well as to update any other administrative and technical data related to CIX membership, on the internal portal for CIX members (<https://intwww.cix.hr/>).

Article 6

The CIX member agrees to fulfil, accurately and in accordance with professional rules and *bona fide*, all obligations prescribed in the Policy for CIX members.

The CIX member undertakes to realise connection to CIX network infrastructure within 90 days following the conclusion of this Agreement. Should the CIX member fail to do so, upon the expiry of the said time-frame the Agreement shall be terminated with no prior notice from SRCE.

Should the CIX member fail to fulfil its obligations stipulated by the Policy or should it disregard the provisions set forth in this Agreement, SRCE shall have the right to terminate this Agreement, implying any legal consequences for the CIX member that has failed to fulfil its obligations, in compliance with the provisions of the Civil Obligations Act.

Article 7

The CIX member agrees to transfer the charge for its access to CIX with a single payment to SRCE transfer account, within 15 days from the day of conclusion of this Agreement, based on the invoice issued by SRCE.

The CIX member agrees to pay to SRCE transfer account the monthly fee for using CIX services, in accordance with the provisions of the currently valid "*CIX technical description and services*" which is an integral part of the CIX Policy.

Monthly payments are made on the basis of invoices issued by SRCE for each accounting month and are due by the 15th day of the following month.

The service is taxable with value added tax according to the headquarters of the service recipient (tax payer) and in compliance with value added tax law.

The contractual parties agree that the obligation of CIX members to pay the fee for using CIX services shall become effective on the day of the CIX member's connection to CIX network infrastructure.

Article 8

This Agreement is concluded for an indefinite time period, until it is terminated in writing by any of the contractual parties.

In cases of termination of the Agreement, the same shall be terminated in writing with a notice period of 30 days.

Article 9

The Agreement shall be terminated under conditions, in the manner and within deadlines stipulated by the Policy.

Article 10

In case of a dispute arising from this Agreement, the contractual parties agree to try to settle such a dispute amicably and in compliance with the provisions set forth in the Policy and in this Agreement. Should their attempt fail, they agree the jurisdiction of the Court in Zagreb.

Article 11

This Agreement has been made in 4 identical copies, two (2) of which are kept by SRCE, while the remaining two (2) are kept by the CIX member.

Article 12

This Agreement enters into force on the date of signature by both parties.

The contractual parties have read this Agreement, as well as the Policy which is the basis for its conclusion, and confirm their consent by signing the same.

Class: SRCE_class number

Ref. Number: SRCE_reference number

On behalf of SRCE:

Zoran Bekić, PhD

Director

Zagreb, _____ (date)

On behalf of name of the legal entity:

First name_Surname_Profession

Position
