



Acceptable Use Policies For Minnesota Schools Using Internet2

NORTHERN LIGHTS NETWORK CONDITIONS OF USE

I. Background

NORTHERN LIGHTS is an advanced regional networking project for institutions of higher education and state agencies, and certain private entities engaged in research. NORTHERN LIGHTS was founded by and is operated by U of M.

NORTHERN LIGHTS serves the teaching, learning, research, and clinical missions of US higher education, plus related support services. NORTHERN LIGHTS does not seek to compete with commodity Internet or other telecommunications services, and is not intended to carry commercial traffic unrelated to NORTHERN LIGHTS or Internet2 goals, or any traffic with proprietary, classified or illegal purposes. All NORTHERN LIGHTS participants must comply with conditions, fees set by NORTHERN LIGHTS and byUCAID (for using the Abilene network).

II. NORTHERN LIGHTS Participants

1. NORTHERN LIGHTS invites organizations subscribing to its mission and goals to participate in NORTHERN LIGHTS. Such organizations will typically be colleges and universities, other non-profit organizations, and governmental agencies. In addition, other entities eligible for participation may include other educational institutions (including K – 12, technical, and trade schools), museums, art galleries, libraries and hospitals, as well as other non-educational, non-profit, or for-profit organizations that require routine collaboration on instructional, clinical, and/or research projects and services with other NORTHERN LIGHTS and/or Abilene participants. Those parts of corporations and government agencies that require routine collaboration on instructional and/or research projects with other NORTHERN LIGHTS and/or Abilene participants may also be eligible for NORTHERN LIGHTS participation.
2. Participation in the NORTHERN LIGHTS is available only to those entities eligible for participation who: (a) meet and have completed all requirements for NORTHERN LIGHTS participation; (b) sign a NORTHERN LIGHTS Participation Agreement, which is accepted by NORTHERN LIGHTS; and agree to adhere to the NORTHERN LIGHTS Conditions of Use.
2. Participation in Abilene through the NORTHERN LIGHTS is available only to those NORTHERN LIGHTS participants who: (a) meet and have completed all requirements for Abilene participation and been approved byUCAID; (b) sign an Abilene participation agreement, which is accepted byUCAID; and agree to adhere to Abilene Terms of Participation and Conditions of Use.
3. As described in the NORTHERN LIGHTS Participation Options, the categories of NORTHERN LIGHTS participation are as follows: Primary Participant, with full access to Abilene; and Secondary Participant, with no access to Abilene.

4. In selecting the persons who will have access to the NORTHERN LIGHTS Network, each Participant shall seek to ensure that the expected traffic over NORTHERN LIGHTS to and from such persons will consist primarily of research or educational materials and will otherwise conform to the NORTHERN LIGHTS Conditions of Use and, as applicable, the Abilene Conditions of Use. Each Participant shall inform the persons to whom it provides access to the NORTHERN LIGHTS of any and all NORTHERN LIGHTS and Abilene conditions and requirements for use.

III. General Principles

1. Any use of NORTHERN LIGHTS other than those generally intended, and any otherwise permitted use that impairs NORTHERN LIGHTS'S technical or organizational ability to carry out its mission, violates the Conditions of Use. NORTHERN LIGHTS participants are responsible for ensuring that their traffic is consistent with these conditions, even when technology limitations prevent NORTHERN LIGHTS network managers from detecting violations through routine monitoring.

2. Teaching, learning, clinical, and research uses in higher education are always of higher priority than other uses of the NORTHERN LIGHTS. Activities that detract from these core purposes are always of a lower priority.

3. Except as a reasonably unavoidable by-product of its core activities, NORTHERN LIGHTS does not compete intentionally with commodity Internet or other telecommunications services, which are readily and affordably available from other Internet service providers.

4. Each participant must ensure that its use of the NORTHERN LIGHTS does not exceed that for which it has contracted, under whatever quality-of-service and rate mechanisms exist at any given time.

5. All NORTHERN LIGHTS participants must maintain connectivity to the commodity Internet in addition to their NORTHERN LIGHTS connection.

6. The NORTHERN LIGHTS is not for classified, proprietary, unrelated commercial, recreational, or personal purposes.

7. NORTHERN LIGHTS does not serve as a general-purpose transit network for gigaPOPs, or for directly attached Abilene Primary participants, except as may be specifically permitted by a NORTHERN LIGHTS Memorandum of Understanding documenting and reflecting the appropriateness and benefit of such transit in support of NORTHERN LIGHTS and/or Internet2 goals.

8. The NORTHERN LIGHTS Network may not be used for illegal purposes.

IV. Traffic

1. NORTHERN LIGHTS traffic is to be the result of collaboration and other related work on instructional, clinical, and/or research projects and services. NORTHERN LIGHTS traffic to and from educational and most non-profit sites is assumed to be the result of such collaboration and related work among participants. NORTHERN LIGHTS traffic to and from corporate sites is expected to be the result of appropriate partitioning of their respective corporate networks, and to be similarly focused on collaboration and other related work with participants on instructional, clinical, and/or research projects and services.

2. Except as provided, no NORTHERN LIGHTS participant or other entity may route traffic over the NORTHERN LIGHTS Network, or permit its own network to be used to enable such routing, or use the

network for applications that unreasonably interfere with other participants' communications, or use the network in ways that threaten the technical or organizational viability of NORTHERN LIGHTS, the NORTHERN LIGHTS Network, other NORTHERN LIGHTS participants, Abilene, Internet2, orUCAID.

3. NORTHERN LIGHTS participants are responsible for ensuring that their traffic and network routing meets the expectations and requirements specified herein. NORTHERN LIGHTS reserves the right to refuse traffic to and from participants that violate these Conditions of Use.

V. NORTHERN LIGHTS Contacts

1. Questions concerning general NORTHERN LIGHTS operations and requirements should be to the Administrative Contact. Questions concerning engineering and other technical aspects of NORTHERN LIGHTS and/or NOC operations should be directed to the Technical Contact.

2. Participants seeking interpretation of these Conditions of Use and/or other NORTHERN LIGHTS documents should direct their questions to the Administrative Contact.

3. Concerns or complaints about the improper use of the NORTHERN LIGHTS should be directed to the Administrative Contact.

4. The NORTHERN LIGHTS (Administrative Contact) may be contacted as follows:

Myron Lowe
Northern Lights GigaPOP
University of Minnesota
1300 South Second Street, Ste. 660
Minneapolis, MN 55454
E-mail: mlope@umn.edu
Office Phone: 612.624.0356

5. NORTHERN LIGHTS Engineering (Technical Contact) may be contacted as follows:

Dave Farmer
Northern Lights GigaPOP
University of Minnesota
2218 University Ave.
Minneapolis, MN 55454
E-mail: farmer@umn.edu

6. Matters which cannot be resolved by the Administrative and Technical Contacts will be referred to the U of M Chief Information Officer.

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Abilene Conditions of Use

The most current statement of the Abilene Conditions of Use may be found at:
<http://abilene.internet2.edu/policies/cou.html>