# SANReN DATA TRANSFER SERVICE PILOT
# END USER TERMS AND CONDITIONS AGREEMENT

**Version 1.0**

## 1. Introduction

Moving large datasets, or volumes of data, is a challenge. In most cases, networks optimized for business operations are neither designed for, nor capable of, supporting the data movement requirements of data intensive research. When scientists/researchers attempt to run data intensive applications over these so called "general purpose"/enterprise networks, the result is often poor performance – in many cases poor enough that the science mission is significantly impacted.

The Council for Scientific and Industrial Research (CSIR) through the South African National Research Network (SANReN) is piloting this new Service as an effort to increase the transfer speed and reliability of large datasets by South African researchers and scientists via SANReN.

## 2. Definitions

2.1 **"Agreement"** is this SANReN Data Transfer Service Pilot End User Terms and Conditions Agreement.

2.2 **"Beneficiary Institution"** is an entity that has concluded a Research Education Network (REN) services agreement with TENET and adheres to the TENET Acceptable Use Policy (AUP).

2.3 **"CSIR"** is the Council for Scientific and Industrial Research, a statutory body established in 1945 and continuing to exist in terms of the Scientific Research Council Act 46 of 1988, as amended.

2.4 **"DTN's"** are the Data Transfer Nodes (DTNs), which is commodity server hardware optimised for large data transfers containing one or more data transfer tools (software packages facilitating data transfer) that will be acquired, deployed and maintained by SANReN for the purposes of this pilot project.

2.5 **"Duration"** of the pilot project is for a period of twelve (12) months and will expire on 31 March 2019.

2.6 **"Effective Date"** is the date on which the User indicates acceptance of this Agreement.

2.7 **"Meraka Institute"** is an operating unit of the Council for Scientific and Industrial Research (CSIR).

2.8 **"NICIS"** is the National Integrated Cyberinfrastructure System, a Department of Science and Technology (DST) sponsored initiative hosted by the CSIR, which

consists of SANReN, the Centre for High Performance Computing (CHPC) and the Data Intensive Research Initiative of South Africa (DIRISA).

2.9 **"SANReN"** is the South African National Research Network, a high speed network and associated services dedicated to the data transfer needs of science, research, education and innovation; geared at ensuring the successful participation of South African researchers in the global knowledge production endeavour. SANReN is one of three primary pillars of NICIS.

2.10 **"Service"** is the Data Transfer Service that consists of the use of the DTNs for the transfer of large volumes of data by the User and the best effort support provided by SANReN during the pilot Duration.

2.11 **"TENET"** is the Tertiary Education and Research Network of South Africa, a non-profit company Incorporated in terms of the Companies Act, Registration number: 2000/020780/08.

2.12 **"User"** is an individual that is affiliated with a Beneficiary Institution who will make use of the Service and agrees to the terms and conditions as set out in this Agreement.

## 3. Purpose

3.1 SANReN is seeking researchers/scientists/projects of Beneficiary Institutions who need to transfer big data sets to/from one or more external sources from/to their institutions to act as Users of this Service during the pilot.

3.2 The purpose of this pilot is to assess the viability and impact of increasing the speed and reliability of the transfer of large datasets by these Users for science and research purposes.

3.3 Furthermore, the Service is being piloted to understand the benefits, requirements and challenges to Users in providing such a data transfer service as well as a mechanism to improve the transfer of data via SANReN.

## 4. Use of the Service

4.1 A User may use the Service solely for the purpose of transferring research and/or scientific data.

4.2 A User acknowledges that he/she is responsible for complying with the Protection of Personal Information Act (4 of 2013), the Electronic Communications and Transactions Act (25 of 2002), the Regulation of Interception of Communications and Provision of Communication-related Information Act (70 of 2002) and all other applicable laws when using the Service.

4.3 A User is expected to use the Service resources (hardware, software tools, storage capacity and network) in a responsible, ethical and professional manner.

4.4 A User must apply appropriate security best practices to secure their account, including keeping their password and private SSH key safe and confidential. Please consult the FAQ on the Service website for guidelines.

4.5 A User will be held responsible for any activity that occurs on or through his/her account.

4.6 If a User learns of, or reasonably suspects, any unauthorised use of their user account, SANReN should be informed immediately at [pert@sanren.ac.za](mailto:pert@sanren.ac.za).

4.7 A User is responsible for securing sensitive data, particularly data containing personal information that is being transferred using this Service. This can be done via generally accepted encryption mechanisms, anonymisation, pseudonymisation or a suitable alternative. **Do not** solely rely on the security provided by the Service. Consult the

FAQ on the Service website for more guidelines and [csirt@sanren.ac.za](mailto:csirt@sanren.ac.za) for further assistance.

4.8 SANReN may monitor and/or audit data transferred via or temporarily stored on or through the Service to determine whether it is illegal or otherwise violates this Agreement.

4.9 In some cases, multiple Users will be making use of a single DTN during a specific period of time. SANReN reserves the right to give Users prioritised or exclusive use of the DTN for a period of time if needed, to ensure that the Service does not become degraded or unusable.

4.10 SANReN reserves the right to update the architecture, hardware and/or software of the deployed DTNs in an attempt to enhance the Service during the pilot. Such updates may result in temporary unavailability of the Service.

4.11 The storage capacity of the DTNs is limited and the User shall regard such storage capacity to be of a transient nature, in order to complete the transfer of data when using the Service. Once the data has been transferred, the User should remove such data from the DTN. No policy has been set on the time period for expiration of data stored on the DTNs. The pilot project will inform such policy through assessing the use of the Service. Availability and duration of storage will always be at the discretion of SANReN.

4.12 SANReN will on an on-going basis review the availability of storage capacity on the DTNs in an effort to ensure that the Service does not degrade and therefore may request a User to remove their data from a DTN. If a User does not timeously comply with such a request, SANReN reserves the right to delete the data.

## 5. Restrictions

5.1 A User may only use the Service as permitted by law and the terms and conditions of this Agreement.

5.2 Only a User who has accepted this Agreement may make use of the Service. Use of the Service will constitute acceptance of this Agreement.

5.3 A User must use his/her own account. A User may not rent, lease, loan, trade or sell their access to the Service.

5.4 A User may not misuse the Service or use the Service to transfer data that is considered inappropriate or contains unacceptable content (unless explicitly agreed to in writing with SANReN and other parties as applicable for research purposes). This includes data, such as, but not limited to, which:

5.4.1 is illegal,

5.4.2 contains viruses, malware or other malicious code or is intended to be used for malicious purposes,

5.4.3 infringes on any trademark, patent, copyright or other intellectual property rights (i.e. use of such data without permission or appropriate authority),
[e.g. movies, music, video clips, images, photographs, books, games and any other software.]

5.4.4 contains nudity or anything of a sexually explicit nature, or any other intimate image of an identifiable person without that person's explicit consent, or

5.4.5 incites damage to property or violence.

5.5 A User must refrain from harassing, abusing, discriminating against, participating in hate-speech or harming another person or unlawfully infringing on another User's right to use and enjoy the Service.

5.6   A User may not use the Service to disclose, or attempt to disclose, personal or confidential information to persons or entities not authorised to receive it.

5.7   A User may not attempt to override (defeat or circumvent) any security feature of the Service or attempt to access the Service in a manner other than the interface and instructions provided by SANReN. This includes any attempts to introduce malware onto the Service infrastructure or access credentials of other Users.

5.8   A User may not access, or attempt to access, any information or data for which he/she does not have authorisation; including the interception of data or network traffic.

5.9   A User may not attempt to disrupt or disable the Service including interfering with the installed software and data transfer tools.

5.10  A User may not install his/her own software or applications (e.g. data transfer tools in user space) without the express written consent of SANReN.

5.11  While the CSIR encourages Users to give attribution to SANReN for providing the Service to enable the transfer of their research data, this attribution may not state or imply that a User is sponsored or employed by the CSIR or that the data transferred is received from or received by the CSIR by merely using the Service.

5.12  The CSIR may suspend or stop providing the Service to a User if non-compliance with our terms and conditions of this Agreement is discovered or any investigation into non-compliance is initiated.

## 6. Rights and ownership

6.1   The CSIR retains ownership of all right, title and interest in, to and under the Service and all intellectual property rights related thereto.

6.2   The ownership and rights of any software tools used to provide the Service will remain the property of the rights owner.

6.3   The ownership and rights of the data that is being transferred by the Service will remain the property of the rights owner.

6.4   Subject to the terms and conditions of this Agreement the User shall have the right to evaluate and test the Service for the Duration of the pilot project.

## 7. Term

7.1   This Agreement shall commence on the Effective Date and shall thereafter remain in force for the Duration of the pilot project. The Agreement will terminate subject to the conditions contained in Clause 8.

7.2   The CSIR reserves the right to extend the Duration of the pilot project.

## 8. Termination and Breach

8.1   Termination for Convenience

8.1.1   The CSIR or the User may terminate this Agreement, without cause, by providing ten (10) business days' prior written notice to the other party.

8.1.2   The User agrees to remove all remaining data from the DTNs by the requested date and discontinue the use of the Service. In cases where a User does not timeously comply with such a request, SANReN reserves the right to delete the data.

8.2   Termination on Expiry

8.2.1   This Agreement will automatically terminate at the end of the Duration of the pilot period. SANReN will provide (30) thirty days prior notice to all Users of the Service of the pending termination of the Service.

8.2.2 The User agrees to remove all remaining data from the DTNs by the requested date and discontinue the use of the Service. In cases where a User does not timeously comply with such a request to remove all remaining data from the DTNs, no guarantee for the preservation of data is provided.

8.3 Termination on Breach

8.3.1 Any conduct of a User in violation of this Agreement will be considered a breach and, in addition to any other remedies available, SANReN will terminate the User's right to use the Service with immediate effect. A User acknowledges that any breach of the Agreement may result in civil, criminal or a regulatory sanction being sought.

8.3.2 SANReN reserves the right to preserve the User's data on the DTN as evidence of Breach for any civil, criminal or regulatory requirement.

## 9. Feedback

9.1 The User agrees to provide SANReN reasonable suggestions, comments and feedback regarding the Service, including but not limited to usability, bug reports, enhancement requests and test results, based on the User's evaluation and testing of the Service.

9.2 The CSIR shall utilise any feedback in an appropriate manner to share knowledge with the local and/or international Research and Education community, and improve and market the Service to advocate for the use of SANReN or future SANReN services.

9.3 Individual identities will be protected and anonymised, unless there is a lawful reason to disclose the individual's identity or where consent has been obtained from the individual.

9.4 Institutional and/or project names may be utilised and distributed publically in feedback (presentations or reports). Information that should be handled confidentially must be indicated as such by Users in writing to SANReN, when such information is provided.

## 10. Privacy Notice

10.1 In order to register as a User and to make use of the Service certain personal information is collected.

10.2 For information on how we treat personal information please consult the Privacy Notice on the Service website. By using the Service you consent to our Privacy Notice. If you do not accept the Service's Privacy Notice please stop using the Services / the website immediately. From time to time the Privacy Notice may be updated.

10.3 If a federated identity system is used in order to gain access to third party databases a User hereby acknowledges that their Service login details will be provided to the federated identity manager and possibly the third party.

10.4 The personal information collected may be used to contact a User regarding the Service as indicated in clauses 9 and 12.

10.5 A User's personal information will not be used for any other purpose unless consent from the User is obtained or the CSIR is compelled to do so by law. If the CSIR is obliged by law to share a User's personal information with a third party, it will notify the User if it is lawful to do so.

**11.    Cost**

11.1  During the pilot phase of the project, the CSIR will fund all hardware costs for the provisioning of its DTNs as well as the licensing (if and as required) of the software tools running on said DTNs. This does not include the User's own hardware, software or data transfer tools.

11.2  The CSIR will not recover any costs or charge the Users for any consultancy or knowledge transfer services that might be required during the pilot phase of the project.

11.3  Once the pilot phase has been completed, any continuation or further development of the Service may have cost implications for Users using such a service and will be subject to a separate End User Terms and Conditions Agreement.

**12.    Communication**

12.1  SANReN endeavours to communicate its on-going planning for this data transfer pilot to all registered Users of the Service.

12.2  Users may receive service announcements, administrative messages, newsletters, requests for feedback and other information in connection with the use of the Service.

12.3  For any concerns or queries, please feel free to contact pert@sanren.ac.za.

**13.    Disclaimer of Warranties**

13.1  TO THE FULLEST EXTENT ALLOWABLE BY APPLICABLE LAW, THE SERVICE, DELIVERED HEREWITH, IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, THE CSIR DOES NOT WARRANT THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE.

13.2  It is specifically noted that the CSIR does not warrant the security, availability, successful transfer or retention of any data.

13.3  The CSIR cannot guarantee data transfer speeds or data transfer schedules of the Service during the pilot phase of the project.

**14.    Limitation of Liability**

14.1  While we will make every effort to ensure that the Service is secure and fit for use: THE USER AGREES THAT THE CSIR AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF USE OF DATA OR SOFTWARE OR SERVICES) WHICH ARISE FROM THE THIS PILOT END USER AGREEMENT OR THE USE OF THE SERVICE, WHETHER THE CLAIM FOR DAMAGES IS BASED IN CONTRACT, DELICT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. This indemnity extends to the content, use, storage, and availability of the data.

### 15. Jurisdiction

15.1 The laws of South Africa will apply to all aspects of any dispute arising out of or relating to these terms and conditions or the use of the Service.

### 16. Variation

16.1 SANReN reserves the right to amend and/or extend this Agreement. Notice will be given to all Users of any proposed amendments. Any User who is unable to accept the amendments may voluntarily terminate this Agreement as per clause 8

### 17. Domicilium

17.1 SANReN chooses the following address as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of notice, or other documents or communication of whatsoever nature.

Address:    SANReN, Building 43, Meraka Institute

Council for Scientific and Industrial Research (CSIR)

Meiring Naude Road, Brummeria, Pretoria, 0184

Email Address: pert@sanren.ac.za

Contact Person: Mr Roderick Mooi; cc: Ms Kasandra Pillay

### 18. User Acceptance Form

| Full Name (User) | | |
|---|---|---|
| Job title/functional role | | |
| Institution/Organisation | | |
| Notice Address (Physical) | Office Number | |
| | Building/ Department | |
| | Street | |
| | Suburb | |
| | Town/ City | |
| | Postal Code | |
| Email address | | |
| Signature | | |
| Date | | |