

TANZANIA EDUCATIONAL AND RESEARCH NETWORK (TERNET)

Acceptable Use Policy¹

Overview

Tanzania Education and Research Network (TERNET) is registered with the explicit goal of connecting Tanzanian Educational and Research Institutions to form a National Research and Education Network (NREN). The dedicated network will facilitate effective sharing of ICT resources in order to enhance efficiency use, improving quality of higher education and research in the country.

Any network requires a code of conduct that ensures that the benefit of use carries the obligation not to adversely impact other users. These requirements are enforced through compliance with an Acceptable Use Policy (AUP) at the individual institution. This AUP is aimed at the users of TERNET's network .

Purpose

The purpose of policy is to:

1. Inform Institutions about their responsibilities;
2. Create rules for the use of the network;
3. Provide for disciplinary action against Institutions which fail to comply with this policy; and
4. Ensure and maintain the value and integrity of the association's equipment and network(s).

Background and Definitions

“Member” means a participating Institutions (Research or Academic) as defined in the Memorandum and Articles of Association.

“TERNET’s Network and/or Services” are the equipments and services that are provided to member Institutions by TERNET.

Terms of the Policy

1. Each member is responsible for ensuring that users of its networks that use TERNET’s Services comply with this policy.
2. Members shall inform all their users of the contents of this policy and of the obligation to comply with it.
3. TERNET may seek to terminate the provision of TERNET’s Services to any member that, after having been warned by TERNET, continues to violate the provisions of this policy.
4. Each member shall be required to have its own AUP which is consistent with TERNET’s AUP.
5. TERNET reserves the right to amend this Acceptable Use Policy. Notice of any significant amendments will be given to all members.

Acceptable Use

Each Member may use TERNET’s Services for any legal activity that:

¹ We acknowledge UbuntuNet Alliance whose AUP has formed the basis for the TERNET AUP

1. furthers the aims and objectives of the Member;
2. complies with the provisions of this AUP and any other agreements entered into between the Member and TERNET;
3. complies with current good Internet practice; and
4. does not involve any unacceptable use or uses, as defined in Clause 2 below.

Unacceptable Use

The following are unacceptable uses of TERNET's Services:

1. transiting traffic between any commercial internet service providers.
2. the transmission, storage or distribution of any material or content where such action would violate any applicable laws prohibiting child pornography; obscenity; discrimination (including racial, gender or religious slurs) and hate speech; or speech designed to incite violence or hatred, or threats to cause bodily harm.
3. the creation or transmission (other than for properly supervised and lawful research purposes) of any offensive, obscene or indecent images, data or other material, or any data capable of being resolved into obscene or indecent images or material.
4. the transmission, storage and distribution of any material or content where such action violates any intellectual property laws including laws concerning local and international copyright, trademarks and trade secrets.
5. any effort to use TERNET's Internet Services in a way that circumvents or would circumvent the user authentication or security of any host, network or account ("cracking" or "hacking");
6. the forging of any TCP-IP packet header (spoofing) or any part of the header information in an email or a newsgroup posting.
7. any attempt to use TERNET's Services in a way that breaches or would breach the security of another user's account or that gains or would gain access to any other person's computer, software, or data or otherwise threaten another person's privacy, without the knowledge and consent of such person.
8. any activity which threatens to disrupt TERNET's Services through "denial of service attacks"; flooding of a network, or overloading a service or any unauthorized probes of other networks;
9. any unsolicited mass mailing activity including direct marketing; spam and chain letters for commercial or other purposes, without the prior consent of the recipients of those mails.
10. any failure to secure a server that is connected via TERNET's Services to the Internet against being abused by third parties as an open relay or open proxy.

SUSPENSION

TERNET reserves the right to monitor usage on the TERNET Services to member institutions, but is under no obligation to do so.

Should it be discovered or otherwise determined that a Member is utilizing the TERNET Services for an Unacceptable Use (as set out above) then, in its sole discretion, TERNET may suspend use by that party of the TERNET Services without prior notice until such time as the Unacceptable Use has ceased and the Member has given TERNET a written undertaking (to TERNET's satisfaction) that the Member shall take all such steps as are required to ensure that such Unacceptable Use does not re-occur. Notwithstanding the foregoing, TERNET may take any other action which it deems appropriate against a party for any violation hereof, which action may include (without limitation) the termination of the TERNET Services to that Member.