

1 Pursuant to article 17. paragraph 1. item 15. of Decision on the Establishment of IT and
2 Communication Institution "Academic Network of the Republic of Serbia – AMRES" ("Official
3 Gazette of the Republic of Serbia", No. 28/10, 35/12, 46/13), article 25. paragraph 1. item 13)
4 Statute of IT and Communication Institution "Academic Network of the Republic of Serbia -
5 AMRES" ("Official Gazette of RS", No. 28/10, 35/12, 46/13) No. 022-31/2015 dated 1 April 2015
6 for which the Government gave consent by decision (Official Gazette of RS, No. 46/15) and
7 article 7. of Policy on General Rules of Access to and Use of AMRES Services No. 022-
8 30/2015/2 dated 01.04.2015, for which the Government gave consent by decision ("Official
9 Gazette of RS", No. 33/15) Managing Board of IT and Communication Institution "Academic
10 Network of the Republic of Serbia – AMRES”, at the meeting held on # made

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TERMS FOR PROVISION OF IDENTITY FEDERATION SERVICES

13

The Subject of Regulation

14

Article 1.

15 These terms, with their annexes, regulate more closely the way in which Identity Federation
16 services, rights and liabilities of IT and Communication Institution "Academic Network of the
17 Republic of Serbia – AMRES" (hereinafter referred to as: AMRES), Users and Partners of Identity
18 Federation service are provided.

19

Meaning of Specific Terms

20

Article 2.

21 Specific terms used in these terms shall have the following meaning:

22 **1) Decision on the Establishment of AMRES** is Decision on the establishment of IT and
23 Communication Institution "Academic Network of the Republic of Serbia - AMRES"
24 ("Official Gazette of the Republic of Serbia“, No. 28/10, 35/12, 46/13), i.e. the
25 Government enactment whereby AMRES was established.

26 **2) AMRES** is IT and Communication Institution "**Academic Network of the Republic of**
27 **Serbia - AMRES**".

28 **3) Acceptable Usage Policy** (available in the Appendix 1) is Policy on General Rules of
29 Access to and Use of AMRES Services which, inter alia, regulate general rules and the
30 way of using AMRES infrastructure and services provided by AMRES, connection of
31 AMRES users to AMRES infrastructure, as well as what is considered to be prohibited,
32 and what is considered to be permitted use of AMRES infrastructure and services
33 provided by AMRES.

34 **4) User of AMRES services** is every legal or natural person that can use the services
35 provided by AMRES in accordance with Decision on the establishment of AMRES and
36 all further modifications and amendments of that decision and Acceptable Usage Policy,
37 as well as other legal and physical entities allowed by AMRES directly or indirectly to use
38 AMRES resources.

39 **5) AMRES User** is every User of AMRES services that has the capacity of legal person and
40 that has signed agreement on terms of using AMRES services in accordance with

- 41 Acceptable Usage Policy, and that uses AMRES services by direct, indirect, continuous
42 or temporary connection to AMRES infrastructure.
- 43 **6) AMRES End Users** are users of AMRES services who are natural persons or who
44 exercise their right to AMRES services via AMRES users in accordance with Decision on
45 the establishment of AMRES.
- 46 **7) End Users** are AMRES end users to whom their institution has issued digital identity in
47 capacity of Home organisation within the Identity Federation Service. Exceptionally, end
48 users are also deemed to be end users of other federations with whom AMRES makes
49 interfederation.
- 50 **8) Attribute** is any data about an End User that describes him/her, represents his/her
51 characteristics or role at Home organisation. rsEdu attribute scheme is prescribed by
52 AMRES and available on AMRES website is used within Identity Federation Service.
- 53 **9) Digital identity** is the set of attributes assigned to an End User.
- 54 **10) Identity Management** covers all processes which are included in registration and
55 maintenance of digital identities.
- 56 **11) Authentication** is the process by which, based on credentials of an end user (e.g. user
57 name and password), his/hers identity is confirmed.
- 58 **12) Authorization** is the process of granting or denying access to the service or assigning
59 appropriate privileges to the end user who was previously authenticated.
- 60 **13) Home organisation** is AMRES user that performs identity management and
61 authentication of its end users.
- 62 **14) Service Provider** is legal person which provides services intended for all or for specific
63 end users.
- 64 **15) Identity Federation Service or Identity Federation** is the AMRES service by which
65 identity federation is realized for AMRES needs, and within which Home organisations
66 and Service Providers cooperate with the aim of authentication and exchange of
67 appropriate data about end users in order to enable use of service.
- 68 **16) Identity Federation User** is AMRES user who has signed the agreement for Identity
69 Federation User. Identity Federation User may be in capacity of Home organisation
70 and/or Service Provider.
- 71 **17) Identity Federation Partner** is a legal entity that does not have the status of AMRES
72 user, and that has signed agreement for Identity Federation Partner. Identity Federation
73 Partner may be exclusively in capacity of Service Provider.
- 74 **18) Identity Interfederation** is voluntary cooperation of two or several identity federations in
75 order to enable the end user from one identity federation to use the service of Service
76 Provider of the other identity federation.
- 77 **19) AMRES services within Identity Federation** are defined in accordance with
78 appropriate use of Authentication and Authorization technologies. These technologies
79 determine which types of shared services can be provided by means of AMRES services
80 within Identity Federation, such as: wireless Internet access via the *eduroam* service,
81 web services via the *iAMRES* service, etc.
- 82 **20) AMRES website** is official AMRES web page where Acceptable Usage Policy, news and
83 other documents, information about AMRES services and other information of
84 importance for AMRES users are published.
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Identity Federation

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Article 3.

90 Identity Federation enables and facilitates introduction of shared services for the needs of
91 AMRES users and AMRES end users. Shared services which are enabled via AMRES services
92 within Identity Federation are as follows: wireless Internet access via the *eduroam* service,
93 access to shared web services via the *iAMRES* service, etc.

94 AMRES services within Identity Federation are realized by using technologies which enable
95 expansion of digital identity provided to the user by Home Organisation to Service Provider's
96 domain. These services are designed in such way that related types of shared services that
97 require specific technical implementation of infrastructure for authentication and authorization rely
98 on Identity Federation throughout. Terms of using individual AMRES services available within
99 Identity Federation are described in their specific terms of use which are posted on AMRES
100 website. Within Identity Federation, Home Organisations perform identity management and
101 authentication of its end users. Additionally, within certain AMRES services in Identity Federation,
102 Home Organisations may send certain attributes from digital identities of their end users to
103 Service Providers.

104 Service Providers rely on Home Organisations to perform authentication of their end users via
105 Identity Federation. Within AMRES services in Identity Federation, Service Providers may use the
106 attributes from digital identity of end users in order to perform authorization of users,
107 personalization of services or because they are necessary for proper functioning of services.

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Eligibility

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Article 4.

110 Identity Federation service is provided free of charge and in accordance with Acceptable Usage
111 Policy, these terms, related annexes and other terms that regulate use of individual AMRES
112 services in Identity Federation, appropriate instructions and technical characteristics which are
113 available on AMRES website, with all their further modifications and amendments.

114 The governance of the Identity Federation is entirely allocated to AMRES.

115

Identity Federation Users and Partners

116

Article 5.

117 AMRES user who wants to become Identity Federation User files written application (hereinafter
118 referred to as: user's application). Within the user's application, AMRES user highlights AMRES
119 services in Identity Federation that he/she wants to use.

120 Identity Federation User may be in capacity of Home Organisation, Service Provider or
121 simultaneously of Home Organisation and Service Provider, which is specified in the user's
122 application.

123 With the user's application, AMRES user who wants to be in capacity of Home Organisation
124 should submit information in which it describes the way in which identity management is

125 performed. It is desirable to, within this information, include description of life cycle of digital
126 identity of end users, the process of creation, maintenance and removal of digital identities of end
127 users, as well as administrative processes and technologies used during identity management.
128 AMRES reserves the right to make this information available to other Identity Federation Users
129 and Partners, upon their request if it is necessary for provision of their services.

130 Identity Federation User Agreement, as well as agreement for those AMRES services in Identity
131 Federation that the AMRES user wants to use, will be made with such AMRES user fulfilling all
132 the conditions from Decision on the establishment of AMRES, Acceptable Usage Policy and
133 these terms.

134 The list of Identity Federation Users as well as AMRES services used within it are published on
135 AMRES website.

136 **Article 6.**

137 Legal person which does not have the status of AMRES user, and which wants to become
138 Identity Federation Partner files written application (hereinafter referred to as: partner's
139 application).

140 Identity Federation Partner may be only in capacity of Service Provider.

141 Legal person with which AMRES has made Identity Federation Partner Agreement and
142 agreement for certain AMRES services within Identity Federation, shall be deemed to be Identity
143 Federation Partner.

144 The list of Identity Federation Partners and AMRES services used in Identity Federation, are
145 published on AMRES website.

146 **Article 7.**

147 Legal person may stop being User i.e. Partner of Identity Federation or certain AMRES service
148 within Identity Federation if:

- 149 - it files written request to AMRES for termination of the status of Identity Federation User
150 or Partner, or termination of use of certain AMRES service in Identity Federation;
- 151 - any basis, on which it gained the status of Identity Federation User or Partner is changed;
- 152 - it breaches terms of Identity Federation Services, or individual AMRES services within
153 Identity Federation;
- 154 - it does not comply with rules on permitted and prohibited use of AMRES infrastructure
155 and services provided by AMRES which are prescribed in Acceptable Usage Policy;
- 156 - the agreement is terminated.

157 **Rights and Liabilities of Identity Federation Users and Partners**

158 **Article 8.**

159 Identity Federation Users and Partners are obliged, inter alia:

- 160 - to proceed in accordance with these terms, all related annexes and other terms for
161 individual AMRES services in Identity Federation that they use and all their further
162 modifications and amendments;
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- 163 - cooperate with AMRES and other Identity Federation Users and Partners in order to deal
164 with incidents and problems related to the service;
- 165 - to ensure that their IT systems used for purpose of using individual AMRES services in
166 Identity Federation are maintained in accordance with terms of their use and best
167 practices and regulations related to security;
- 168 - to comply with regulations that regulate the field of IT security and the field of personal
169 data protection.
- 170

171 Identity Federation Users which are Home Organisations are also obliged to:

- 172 - assign digital identities to persons who are their employees, associates, students or
173 pupils, i.e. those persons who are affiliated to that institution;
- 174 - perform identity management of their end users in the way that correctly and accurately
175 registers and keeps them up to date, as well as to follow recommendations in this field
176 which are developed by AMRES, inter alia;
- 177 - notify AMRES about the changes in identity management process;
- 178 - notify their end users about their rights and liabilities in accordance with these terms and
179 to make sure that those end users comply with them;
- 180 - provide support to their end users related to Identity Federation and AMRES services
181 being used within it. Support should be available during working hours at minimum.
- 182

183 Identity Federation Users and Partners who are in capacity of Service Providers are also obliged
184 to:

- 185 - report each of them separately to AMRES, if they offer several services;
- 186 - provide service via Identity Federation only for purpose and in the way reported to
187 AMRES by them.
- 188

189 **Article 9.**

190 All Identity Federation Users and Partners have the right to report and it is recommended that
191 they report incidents to AMRES in cases when those incidents may negatively affect the safety,
192 reliability or reputation of AMRES or any other Identity Federation User or Partner. Those
193 incidents may be related to: security violation, incorrect use or abuse of service, problems in
194 service operation, and changes in access control (e.g. to allow or to deny access to certain user
195 or to the entire institution).

196 Additionally, rights of Identity Federation Users and Partners are also all other rights arising from
197 these terms and all related annexes and other terms for individual AMRES services in Identity
198 Federation.

199 **Rights and Liabilities of End Users**

200 **Article 10.**

201 End Users are liable for using their digital identities, issued by Home Organisation.

202 End Users are obliged, inter alia:

- 203 - to give correct information to their Home Organisation, in order to obtain digital identity;
- 204 - to notify their Home Organisation in case of modification or observed incorrect information
205 about their digital identity;
- 206 - to maintain confidentiality of credentials, i.e. data by which they prove their identity (e.g.
207 user name and password), and not to share them with other persons to be used by them;
- 208 - to notify their Home Organisation in case their credentials are compromised;
- 209 - to use shared services available within Identity Federation in accordance with their terms
210 of use and liabilities arising from annexes and relevant terms of use.

211

212

Article 11.

213 End users have the right to use all services available via Identity Federation, in accordance with
214 access terms specified by related Service Providers.

215

Rights and Liabilities of AMRES

216

Article 12.

217 AMRES is obliged, inter alia:

- 218 - to provide planning, construction, maintenance, management and supervision of Identity
219 Federation, AMRES services in Identity Federation and central services it provides within
220 them, in a secure and reliable manner and in the way described in these terms and all
221 related terms of use of AMRES services in Identity Federation;
- 222 - to implement Identity Federation and provide AMRES services in Identity Federation in
223 continuity and in accordance with available technical and human resources, as well as to
224 maintain their quality in accordance with availability of resources;
- 225 - to provide support to Identity Federation Users and Partners at the beginning of use of
226 this service and in solving of operational problems related to use of Identity Federation
227 and individual AMRES services in Identity Federation;
- 228 - to maintain relationship with national and international interest groups in the field of
229 Identity Federation, e.g. for the purpose of implementation of interfederation and to work
230 with other identity federations to ensure inter-operability;
- 231 - to disable Identity Federation User or Partner to use this or individual AMRES service in
232 Identity Federation as soon as possible from the moment of losing of their status;
- 233 - to warn Identity Federation User or Partner in the case that it breaches terms of Identity
234 Federation or certain AMRES services in Identity Federation;
- 235 - to make decision about applications for acquiring the status of Identity Federation User
236 and Partner;
- 237 - to establish terms for provision of Identity Federation including technical and
238 organizational rules, procedures and recommendations.

239

240

Article 13.

241 Within Identity Federation, AMRES reserves right, inter alia:

- 242 - to, temporarily or permanently, suspend the use of Identity Federation or individual
243 AMRES services in Identity Federation to the Identity Federation User or Partner who
244 violates its secure and reliable operation or breaches its conditions. Suspension is
245 imposed in accordance with these terms as well as with appropriate implementation of
246 Acceptable Usage Policy;
- 247 - due to correction of defects, maintenance and construction, or due to overload of AMRES
248 infrastructure to stop temporarily, partially or completely or to decrease quality of Identity
249 Federation or AMRES services in Identity Federation;
- 250 - in order to promote Identity Federation, to publish the list of Identity Federation Users and
251 Partners and AMRES services in Identity Federation being used;
- 252 - to cooperate with other identity federations by acceding to interfederations.

253 **Article 14.**

254 AMRES, Identity Federation Users and Partners are obliged to handle personal data, i.e. data
255 sets of end users in accordance with current regulations of the Republic of Serbia.

256 AMRES has the role of intermediary between Home Organisation and Service Provider, and in
257 this sense it is neither responsible for correctness of data about end users contained in the data
258 sets of Home Organisation, nor for possible abuse of data committed by any Home Organisation
259 or Service Provider.

260 AMRES is not liable for damage that end users, Identity Federation Users or Partners suffer via
261 Identity Federation or AMRES services in Identity Federation, which includes but is not limited to
262 decreased availability or unavailability of Identity Federation and AMRES service in Identity
263 Federation, the services provided via them, damage arising from the act of other Identity
264 Federation Users and Partners as well as any other problems arising in relation to Identity
265 Federation.

266 **Interfederation**

267 **Article 15.**

268 In order to enable international cooperation, cooperation with other identity federations
269 (interfederation) may be developed within Identity Federation. Details about the way (technical
270 and administrative) in which Identity Federation User or Partner may participate in certain
271 interfederation may be specified within individual AMRES services in Identity Federation.

272 Via interfederation, Identity Federation User and Partner may have interaction with organizations
273 which are bound by regulations of other countries and their local identity federation terms which
274 may be different from those within Identity Federation

275 **Final Provisions**

276 **Article 16.**

277
278 Acceptable Usage Policy shall be implemented to all issues not regulated by these terms.

279 **Modifications and Amendments of Terms of Using Identity Federation Services**

280 **Article 17.**

281
282 AMRES reserves right of modification and amendment of these terms and/or related annexes and
283 terms of use which will be published on AMRES website. Identity Federation Users and Partners
284 will be informed about modifications and amendments of these terms and/or related annexes in
285 due time before they come into effect.

286 It shall be considered that identity Federation User or Partner agrees with modifications and
287 amendments of these terms and/or related annexes and terms of use of AMRES services in
288 Identity Federation, if he continues to have the status of Identity Federation User or Partner after
289 receipt of notification.

290 Identity Federation User or Partner reserves the right to discontinue its status or use of individual
291 AMRES services within Identity Federation in case that it does not agree with modifications and
292 amendments of these terms and/or related annexes and other terms for individual AMRES
293 services in Identity Federation.

294 **Jurisdiction**

295 **Article 18.**

296 All disputes between the contracting parties arising from the Agreement will be resolved by
297 agreement (negotiation), and if no agreement is reached on the disputed issue, the dispute will be
298 resolved by the competent court in Belgrade, or the competent court defined in the Agreement.

299 **Coming into Force**

300 **Article 19.**

301 These terms come into force within eight days from the date of their publication on AMRES notice
302 board.

Number:

Date: _____ 20__

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311 **APPENDIX 1**

312 Pursuant to article 17. paragraph 1. item 14. of Decision on the Establishment of IT and
313 Communication Institution "Academic Network of the Republic of Serbia – AMRES" ("Official
314 Gazette of the Republic of Serbia ", Nos. 28/10, 35/12, 46/13), Managing Board of IT and
315 Communication Institution "Academic Network of the Republic of Serbia" – AMRES, passed on
316 **01 April 2015**

317

ACCEPTABLE USAGE POLICY

318

-POLICY ON GENERAL RULES OF ACCESS TO AND USE OF AMRES SERVICES-

319

The Subject of Regulation

320

Article 1.

321

322 This Policy regulates general rules and the way of using AMRES infrastructure and services
323 provided by IT and Communication Institution "Academic Network of the Republic of Serbia -
324 AMRES" (hereinafter referred to as: AMRES), connection of AMRES users to AMRES
325 infrastructure, as well as what is considered to be prohibited and what is considered to be
326 permitted use of AMRES infrastructure and services provided by AMRES, the mechanism of
327 preserving their correct use, as well as other issues of importance for regulating the way of using
328 AMRES infrastructure and services.

329

Meaning of Specific Terms

330

Article 2.

331 The terms used in this Policy shall have the following meaning:

332

333 **1) Decision on the Establishment of AMRES** is Decision on the Establishment of IT and
334 Communication Institution "Academic Network of the Republic of Serbia - AMRES" ("Official
335 Gazette of the Republic of Serbia ", No. 28/10, 35/12, 46/13), i.e. Government Act by which
336 AMRES is founded for purpose of construction, development, improvement and management of
337 educational and scientific-research computer network of the Republic of Serbia, which is
338 informatics and Internet infrastructure, i.e. computer network which provides to users of AMRES
339 services, educational and scientific-research organizations and other users in the Republic of
340 Serbia the access to and use of the Internet and information-communication services locally,
341 connection with national and international network of this type, as well as for coordination of
342 prevention and protection against safety risk in ICT systems in the Republic of Serbia at national
343 level.

344

345 **2) AMRES** IT and Communication Institution "Academic Network of the Republic of Serbia -
AMRES".

346

347 **3) User of AMRES services** is every legal or natural person that can use the services
348 provided by AMRES in accordance with Decision on the Establishment of AMRES and any
349 further modifications and amendments of that decision, as well as other legal and physical entities
allowed by AMRES directly or indirectly to use AMRES resources.

- 350 **4) AMRES user** is any User of AMRES service which has the capacity of legal entity and
351 which has signed contract on terms and conditions of using AMRES services in accordance with
352 this Policy and that uses AMRES services by direct or indirect, continuous or periodical
353 connection to AMRES infrastructure.
- 354 **5) AMRES end users** are Users of AMRES services who are natural persons (physical
355 entities) or who exercise their right to AMRES services via AMRES users in accordance with
356 Decision on the establishment of AMRES.
- 357 **6) AMRES infrastructure** is scientific-research and educational computer network of the
358 Republic of Serbia in functional and technical sense, together with external connections which
359 connect it with the environment (Internet, GEANT, other providers, etc.) and server-computer
360 infrastructure. It includes all devices owned by or rented by AMRES and all telecommunication
361 links that AMRES owns or rents from telecommunication providers.
- 362 **7) AMRES services** are all information-communication services provided by AMRES to
363 AMRES users who exercise their right, either directly or indirectly, via AMRES infrastructure.
- 364 **8) AMRES resources** include AMRES services, AMRES infrastructure, pertaining public
365 and private IP address area, pertaining DNS domains, software resources, pertaining IT data, as
366 well as personnel involved in management and maintenance of the said resources.
- 367 **9) AMRES site** is official AMRES web page where policies, news and other documents,
368 information about AMRES services and other information of importance for AMRES users are
369 posted.
- 370 **10) AMRES Managing Board** is AMRES body whose constitution and competences are
371 established by Decision on the Establishment of AMRES.
- 372 **11) Communication hub** is the technical space at the location of AMRES, AMRES user or
373 any third party at which communication links are terminated and at which communication and
374 software equipment is located
- 375 **12) AMRES access point** is any location of AMRES infrastructure where communication
376 devices connected to AMRES infrastructure are located by which at least two other AMRES users
377 are connected. AMRES user assumes the role of AMRES access point when at least one more
378 AMRES user is connected to AMRES infrastructure via communication hub of AMRES user.
- 379 **13) Agreement on temporary allocation of AMRES equipment with the aim of using**
380 **AMRES network and services** is the agreement which regulates mutual rights and liabilities of
381 the parties with regard to AMRES equipment and devices which are allocated in the premises of
382 AMRES users as well as equipment to be allocated in future.
- 383 **14) Allocation of equipment** means handing over of equipment to AMRES user to be used
384 by it, installation in the premises of AMRES user which provides technical conditions for
385 accommodation of equipment, keeping of equipment and technical assistance during
386 maintenance of equipment. Equipment is temporarily allocated in the premises of AMRES User.
387 Allocation of equipment does not mean management of such equipment by User, unless AMRES
388 decision stipulates otherwise.
- 389 **15) Area of responsibility** is the set of information-communication resources
390 (communication devices and client equipment, software on these devices and connections
391 between them) for correct operation of which certain institution is responsible.
- 392 **16) Demarcation point** is the point in communication infrastructure which separates the
393 areas of responsibility of AMRES and AMRES users, i.e. the point where AMRES responsibility is
394 finished, and where the responsibility of AMRES user for correct functioning of all devices and
395 connections starts.
-

396 **17) Permitted use** is direct or indirect use of AMRES resources which is in accordance with
397 provisions of this Policy.

398 **18) Prohibited use** is direct or indirect use of AMRES resources which is contrary to
399 provisions of this Policy.

400 **19) AMRES traffic** is transmission of data across any part of AMRES infrastructure and it can
401 be classified into the following categories:

402 **Internal traffic** is the traffic performed along its entire route within AMRES infrastructure
403 (e.g. the traffic between devices of two AMRES users).

404 **External traffic** is the traffic performed along the part of its route within AMRES
405 infrastructure, and partly via infrastructure of other providers and computer networks (e.g.
406 the traffic between devices of AMRES users and devices in the network of an Internet
407 provider), and which may be:

408 **Local traffic** is the traffic between devices connected by means of AMRES
409 infrastructure and devices connected by means of any other network outside
410 AMRES infrastructure in the Republic of Serbia, which does not go beyond the
411 territory of the Republic of Serbia while it passes through communication links,

412 **International traffic** is the traffic between the devices connected via AMRES
413 infrastructure and the devices connected via any other network outside the
414 Republic of Serbia.

415 **Transit traffic** is the traffic which passes through AMRES infrastructure, and which is
416 performed between computer network AMRES.

417

User of AMRES Services

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419

420

Article 3.

421

422 The following legal entities may be users of AMRES services in accordance with Decision on the
423 Establishment of AMRES:

424 - institutions established and accredited in accordance with regulations that regulate the area
425 of education, upbringing and higher education which are founded by the Republic of Serbia,
426 autonomous province, city and municipality, other legal or physical entity, irrespective of the
427 way in which means for performing the activity are provided;

428 - accredited scientific-research organizations which are established in accordance with
429 regulations that regulate the area of scientific-research activities;

430 - libraries;

431 - students' and pupils' dormitories;

432 - Serbian Academy of Sciences and Arts;

433 - Matica srpska;

434 - teaching hospitals for education in medicine;

435 - research-development units within the companies founded by the Republic of Serbia;

436 - other legal entities which are of special interest for the field of education, science and
437 culture;

438 - state administration authorities when it is in the interest of AMRES development.

439 Physical entities may be users of AMRES services in accordance with Decision on the
440 Establishment of AMRES.

441 **AMRES User**

442 **Article 4.**

443 AMRES user may use AMRES services if:

444 - it is a legal entity;

445 - it is user of AMRES services in terms of item 3. of this Policy, i.e. if it has the status of User of
446 AMRES services in accordance with and in the way stipulated by Decision on the
447 Establishment of AMRES and all further modifications and amendments of that decision;

448 - it has signed agreement on term for using AMRES services.

449 AMRES user cannot assign its right to use acquired based on this Policy and agreement made to
450 any third parties.

451 **Article 5.**

452 AMRES user which wants to use AMRES services files written application (hereinafter referred
453 as: application) with documents with which it proves that it complies with condition from article 3.
454 paragraph 1. of this Policy.

455 Agreement on terms for using AMRES services shall be made with AMRES user which complies
456 with all conditions from Decision and from this Policy.

457 **AMRES End User**

458 **Article 6.**

459

460 Physical entities may become AMRES end users if they have the status of employees, pupils,
461 students or foreign researchers in organizations of AMRES users.

462 **Article 7.**

463

464 Special agreements are made for using of certain AMRES services. AMRES services for which
465 special agreements have to be made are listed at AMRES web site. Signing of these agreements
466 is a pre-condition for using such services.

467 **Article 8.**

468 AMRES user may stop using AMRES services:

469 - at the request of AMRES user;

470 - by termination or dissolution of AMRES user as a legal entity, as well as termination of
471 AMRES user as a legal entity in accordance with regulations that regulate the area of
472 public services, public companies, public institutions, companies, education, upbringing
473 and higher education and scientific-research activities;

- 474 - by change of activity, status change or change of legal form of AMRES user based on
475 which legal entity which is not considered to be User of AMRES services in terms of
476 Decision on the Establishment of AMRES was created;
- 477 - in cases of unacceptable use of AMRES infrastructure;
- 478 - if AMRES user does not proceed in accordance with provisions of AMRES services;
- 479 - by termination of agreement;
- 480 - by failure to meet any term from article 4. of this Policy, and such failure occurred after
481 acquiring AMRES user status.

482 **General Rules and the Way of Connecting to AMRES Infrastructure**

483 **Article 9.**

484 AMRES users which have signed Agreement on Connection to AMRES infrastructure have right
485 to be connected to AMRES infrastructure.

486 By connecting to AMRES infrastructure, mutual connection, connection with other academic,
487 scientific-research and educational institutions in the Republic of Serbia, all over Europe and all
488 over the world, as well as with the Internet, as well as using of services provided by AMRES are
489 enabled to AMRES users.

490 Connection means physical or logical connection of computer-communication network of AMRES
491 user to AMRES infrastructure. Connection of AMRES user is performed by full physical and
492 logical realization of communication link from AMRES user to AMRES access point.

493 Connection of AMRES users to AMRES infrastructure means only connection of communication
494 and computer devices belonging to the AMRES user or the AMRES end user of that AMRES
495 user.

496 AMRES user cannot assign its right to connect to AMRES infrastructure to third parties - either
497 physical and legal entities.

498 AMRES user connected to AMRES infrastructure must not connect to AMRES infrastructure,
499 either directly or indirectly, provide or enable use of AMRES infrastructure or services or allocate
500 rights of AMRES users, commercially or free of charge, to other legal or physical entities for
501 which AMRES did not give approval that they may use AMRES resources and be connected to
502 AMRES infrastructure.

503 **Procedure of Connecting AMRES User to AMRES Infrastructure**

504 **Article 10.**

505 AMRES user that wants to be connected to AMRES infrastructure files application for connection
506 to AMRES infrastructure.

507 **Elaboration of Technical Solution**

508 **Article 11.**

509 Based on data contained in the application of the applicant, physical and logical topology,
510 AMRES network, physical and technical capacity of access points of AMRES infrastructure,
511 equipment and links, and in accordance with AMRES Financial Plan and Annual Programme of
512 Maintenance, Organization and Functioning of IT and Communication Institution "Academic

513 Network of the Republic of Serbia - AMRES" for the current year, AMRES will make proposal of
514 technical solution for connection of AMRES users to AMRES infrastructure.

515 **Article 12.**

516 AMRES user undertakes, based on proposed technical solution for connection and the way of
517 connection, to make decision whether it accepts the proposal of that solution and to inform
518 AMRES about it.

519 If AMRES user accepts proposed technical solution, AMRES user and AMRES sign Agreement
520 on Connection to AMRES Infrastructure which defines rights and liabilities of AMRES user in
521 more details.

522 The stage of making Connection is started after signing of agreement from the previous
523 paragraph of this article.

524 **Connection of Additional Locations of AMRES Users**

525 **Article 13.**

526 If AMRES user has several locations where business units of AMRES users are located, it has to
527 file request, i.e. application for connection in accordance with previous articles of this Policy for
528 every new location that AMRES user wants to connect to AMRES infrastructure.

529 Provisions that regulate the procedure of connection to AMRES structure are implemented to
530 connection of new locations of AMRES user.

531 Annex to Agreement on Connection to AMRES Infrastructure is made about connection of new
532 location of AMRES user to AMRES infrastructure.

533 **Technical and Financial Conditions for Connection to AMRES Infrastructure**

534 **Article 14.**

535 Technical conditions for connection to AMRES infrastructure comprise equipment with which
536 logical and physical connection to AMRES infrastructure is made and communication links to
537 AMRES infrastructures.

538 **Equipment for Connection to AMRES Infrastructure**

539 **Article 15.**

540 Equipment for logical or physical connection comprises at least rack tower of appropriate physical
541 characteristics and active network device and possibly other elements (e.g. uninterrupted power
542 supply units, convertors or signal amplifiers, multiplexers, etc) (hereinafter referred to as:
543 equipment).

544 Equipment necessary for connection to AMRES infrastructure is generally procured by AMRES in
545 accordance with funds allocated for that purpose in AMRES Financial Plan.

546 Equipment procured by AMRES is installed at the location of AMRES user and in this case
547 Agreement on Temporary Allocation of AMRES Equipment with the aim of using AMRES
548 network is signed.

549 **Article 16.**

550 If AMRES is not able to provide and to hand in the equipment of appropriate characteristics for
551 use, AMRES user may provide appropriate equipment at its own cost in accordance with AMRES
552 technical solution from articles 13. and 14. of this Policy.

553 AMRES user which provided equipment at its own cost is obliged, before connection to AMRES
554 infrastructure, and upon AMRES request, to submit to AMRES data related to the device at which
555 connection to that AMRES user is terminated – manufacturer, type, model, version of unit and its
556 operating system and/or other pertaining elements (interfaces, transceivers, et).

557 AMRES user has to inform AMRES about change of any data referring to the device on which
558 connection is terminated towards that AMRES user.

559 **Article 17.**

560 AMRES user bears operating costs of labour and maintenance of installed equipment at the
561 location of AMRES user (electricity, air conditioning, physical-technical safety, fire protection,
562 etc.).

563 **Accommodation of Equipment**

564 **Article 18.**

565 AMRES communication and server equipment necessary for connecting AMRES users and
566 providing AMRES services is accommodated in the premises of AMRES users or in the
567 collocation premises rented from the providers of collocation services.

568 AMRES user is obliged to enable accommodation in its premises of AMRES equipment
569 necessary for connecting that AMRES user and/or connecting other AMRES users to AMRES
570 infrastructure via location of that AMRES user.

571 AMRES user from paragraph 2. of this article is obliged to provide physical premises of
572 appropriate characteristics, to enable accommodation and installation of rack tower in which
573 optical access network is terminated, as well as accommodation and installation of active network
574 equipment necessary for activation of physical and logical connections towards AMRES
575 infrastructure.

576 Premises for accommodation of necessary equipment have to meet the following conditions:

- 577 • Access to the premises and equipment has to be controlled and enabled only to AMRES
578 personnel, employees in charge of information-communication infrastructure of AMRES
579 user at whose location the equipment has been located and employees of
580 telecommunication provider that made connection to AMRES user.
- 581 • The premises must have sufficient room for smooth installation of rack tower for
582 accommodation of equipment and for smooth opening of rack tower doors.
- 583 • They must have minimum two sockets for electric supply network (voltage 220V), for
584 electric power supply of the equipment installed in the rack tower. The sockets must be
585 located in close proximity to the area where the rack tower will be installed.
- 586 • They must have appropriate cable infrastructure for connection of local computer-
587 communication network of AMRES user to the access device.
- 588 • The premises for accommodation of equipment should be air conditioned, with the
589 temperatere in the range from 15 to 29 degrees Celsius.

590 If the hub of AMRES user does not have the status of AMRES access point, is preferable for
591 AMRES user to purchase and to install independently the unit for uninterrupted power supply of
592 communication equipment necessary for connection to AMRES infrastructure.

593 AMRES user is obliged to provide fire protection in the premises for accommodation of equipment
594 in accordance with regulations that regulate this area.

595 Any interventions on AMRES devices located in the premises of AMRES user are allowed only
596 with AMRES approval (e.g. resetting, change of cable, connection of other units, etc).

597

598 **Communication Links to AMRES Infrastructure**

599 **Article 19.**

600 AMRES user may be connected to AMRES infrastructure in one of the following ways:

- 601 • **Type 1 connection:** connection of AMRES user to AMRES infrastructure where the costs
602 of rental of communication link to AMRES infrastructure in accordance with allocated
603 funds in Financial Plan are borne by AMRES or where the costs or rental are covered via
604 special projects and grants.
- 605 • **Type 2 connection:** the way of connecting AMRES user to AMRES infrastructure where
606 AMRES user bears the costs of rental of communication link to AMRES infrastructure.

607 The way in which AMRES user will be connected is determined by technical solution for
608 connection.

609 **Rights and Liabilities of AMRES Users**

610 **Rights and Liabilities of AMRES User connected by Type 1**

611 **Article 20.**

612 AMRES user connected by type 1 undertakes to provide necessary permits and to enable works
613 necessary for realization of optical or copper telecommunication network access or mounting of
614 equipment for wireless connection necessary for implementation of physical or logical connection
615 of AMRES user and other AMRES users to AMRES infrastructure.

616 Implemented telecommunication access cable or wireless network are used for connection of
617 AMRES user in which it is built in, but it can be also used for connection of other AMRES users.

618 AMRES user connected with connection type 1 is obliged, at the request of AMRES, to allow
619 connection of other AMRES users by using the connections by which this AMRES user is
620 connected to AMRES.

621 AMRES user, via which other AMRES users are connected, gets the role of AMRES access
622 point.

623 **Article 21.**

624 In AMRES access point AMRES attempts to provide and install active network device necessary
625 for activation of connections to other AMRES users, as well as to install the uninterrupted power
626 supply unit of appropriate power rating.

627 If AMRES is not able to provide devices from the previous paragraph of this article in AMRES
628 access point, AMRES user which gets the role of AMRES access point should assign its network
629 equipment for temporary use for purpose of connection of other AMRES users. In that case,
630 network equipment of AMRES user is used till installation of AMRES device and it is fully
631 managed by AMRES.

632 At the moment when AMRES provides necessary equipment for connection of AMRES user in
633 AMRES access point, AMRES user is obliged to enable switching of connections towards other
634 AMRES users to AMRES equipment.

635 **Article 22.**

636 AMRES user connected by type 1 undertakes, upon any AMRES request, to allow physical
637 access to communication hub at the location of AMRES user: to authorized AMRES persons or to
638 telecommunication service provider authorized by AMRES, for purpose of installation and
639 maintenance of connections, and only to authorized AMRES persons or equipment servicemen
640 authorized by AMRES the access for purpose of installation and maintenance of AMRES network
641 equipment, uninterrupted power supply units, etc.

642 **Rights and Liabilities of AMRES User connected by Type 2**

643 **Article 23.**

644 Connection by type 2 is generally used only for connection of the AMRES user which finances on
645 its own connection to AMRES infrastructure.

646 AMRES user connected by type 2 which provided equipment for connection to AMRES
647 infrastructure at its own cost can enable connection of other AMRES users if it wants so at the
648 request of and with the consent of AMRES.

649 In case of the previous paragraph for connection of other AMRES users, active, network
650 equipment of that AMRES user is temporarily used.

651 In case of paragraphs 2. and 3. of this article AMRES user is obliged to enable AMRES to replace
652 its network equipment which is used in function of connection to AMRES infrastructure with
653 AMRES equipment, when the need for temporary use of network equipment of that AMRES user
654 terminates.

655 **Article 24.**

656 AMRES user connected by type 2 is obliged, during connection or at the request of AMRES, to
657 submit data related to ownership over the link to AMRES access point, telecommunication
658 provider of the link, link identifier, period of rental of link, link parameters, etc.

659 AMRES user connected by type 2 is obliged to enable to AMRES continuous contact with
660 telecommunication provider and the possibility for AMRES to report problems to that provider and
661 to monitor status of solving the problems of that connection.

662 In case of change of any data referring to access link to AMRES infrastructure, technical contact
663 of AMRES user is obliged to report that change to AMRES.

664 **Article 25.**

665 AMRES user type 2 is obliged to enable receiving and sending of *ICMP* messages on the
666 network device on which connection is terminated to AMRES infrastructure, and from and to
667 AMRES system for supervision and monitoring of network performances and parameters. *ICMP*
668 messages are used for monitoring of availability and quality of connection of AMRES user to
669 AMRES infrastructure.

670 **Termination of connection**

671 **Article 26.**

672 AMRES has right to terminate certain access points. In case of termination of certain access
673 point, AMRES will duly inform in writing AMRES user which has the role of access point, as well

674 as AMRES users connected to that access point as soon as possible before termination of that
675 access point.

676 In case from previous paragraph of this article AMRES will offer new technical solution for
677 connection of that AMRES user to another access point and proposal of Annex to Agreement on
678 Connection to AMRES infrastructure.

679 AMRES user can be disconnected from AMRES infrastructure if its status of AMRES user has
680 been terminated, if it violates provisions of Agreement on Connection to AMRES infrastructure,
681 other agreements that AMRES user made with AMRES and provisions of other rule books
682 adopted by AMRES.

683 **Management, Control and Monitoring of IT and Communication Infrastructure**

684 **Article 27.**

685 AMRES fully and without restriction manages independently, has full control of and supervision
686 right over all networks, server and client devices it owns or rents, irrespective of where these
687 devices are located.

688 AMRES has full control and exclusive right of use over all telecommunication links it has
689 independently constructed, rented, obtained for use or which are rented by third parties for
690 AMRES needs AMRES (e.g. SEELight project and similar).

691 AMRES user independently manages, has full control of and supervision right over all network,
692 server and client devices owned by that AMRES user and used for the needs of AMRES user.
693 AMRES user has control over the use of all connections it owns or rented by it independently for
694 its own needs, and which connect information-communication devices of AMRES user.

695 Notwithstanding paragraph 3 of this article, AMRES has full control and exclusive right of use over
696 communication devices located at AMRES access point and used for connection of AMRES
697 users to AMRES infrastructure, irrespective of whether the same have been provided by AMRES
698 user or AMRES.

699 Notwithstanding paragraph 4 of this article is the situation when several AMRES users share the
700 same location (e.g. a building or a campus) and connection between them is made by local
701 infrastructure owned by AMRES user. Then, one of AMRES users within the building, i.e.
702 campus, may manage communication device by which AMRES users at that location are
703 connected to AMRES infrastructure with written consent and authorization of all other AMRES
704 users at the given location and with AMRES consent.

705 Notwithstanding paragraph 3 of this article, if device of AMRES user is used for connection of
706 AMRES user which is not AMRES access point, AMRES user is obliged to enable passive
707 supervision (e.g. receiving and sending of messages of *SNMP* protocol, etc.) on network device
708 on which connection is terminated to AMRES infrastructure, from and to AMRES system for
709 supervision and monitoring of network performances and parameters. *SNMP* messages are used
710 for monitoring of availability and quality of the connection of AMRES user to AMRES
711 infrastructure.

712 Notwithstanding paragraph 3 of this article, in case that AMRES user does not have qualified staff
713 to make configuration, maintenance and supervision of its equipment for the needs of connection
714 to AMRES, that activity can be assigned to AMRES only with previous agreement with AMRES,
715 which is defined in more details by Agreement on Connection to AMRES Infrastructure, i.e.
716 Annex to that agreement if the specified circumstances occur.

717

Demarcation Point

718

Article 28.

719 If AMRES has allocated communication device for connection of AMRES user to AMRES
720 infrastructure and located it in the premises of AMRES user, demarcation point of responsibility
721 between AMRES user and AMRES is the port on the AMRES device allocated to AMRES user
722 via which local information-communication infrastructure of AMRES user is connected. AMRES is
723 responsible for its own device allocated to AMRES user and for connection from appropriate
724 AMRES access point to it. AMRES user is responsible for physical connection from physical port
725 of AMRES device to the remaining part of its local information-communication infrastructure and
726 for its complete local information-communication infrastructure.

727 If AMRES user has provided on its own and independently manages the communication device
728 for connection to AMRES infrastructure via telecommunication link rented or provided by AMRES,
729 demarcation point of responsibility between AMRES user and AMRES is termination of
730 telecommunication link (e.g. optical access network installed by provider, the block of copper
731 twisted pair cables, etc.) by which AMRES user is connected to AMRES infrastructure AMRES
732 user. AMRES is responsible for telecommunication link to the access network in AMRES user,
733 and AMRES user for physical link from the access network to the device used for connection of
734 AMRES user to AMRES, for the device itself and for complete local information-communication
735 infrastructure of AMRES user.

736 If AMRES user has provided on its own the connection device for connection to AMRES
737 infrastructure and telecommunication link to the nearest AMRES access point, demarcation point
738 of responsibility is termination of telecommunication link (e.g. optical access network installed by
739 provider, the block of copper twisted pair cables, etc.) by which AMRES user is connected to
740 AMRES infrastructure and which is located in AMRES access point to which AMRES user is
741 connected. AMRES is responsible for telecommunication device in AMRES access point and for
742 connection to termination of telecommunication link of AMRES user being connected, and
743 AMRES user for telecommunication link from AMRES user to AMRES access point and for
744 complete information-communication infrastructure at the location of AMRES user.

745 If AMRES user has given AMRES control of its own communication device, in accordance with
746 this Policy, demarcation point of responsibility between AMRES user and AMRES is the port on
747 the device which AMRES user has given AMRES to control it, and via which local information-
748 communication infrastructure of AMRES user is connected. AMRES is responsible for the given
749 device and for connection from appropriate AMRES access point to it, and AMRES user for
750 physical connection to that device and for complete local information-communication
751 infrastructure of AMRES user.

752

General Rules and the Way of Using AMRES Resources

753

(prohibited and permitted use of AMRES resources)

754

Article 29.

755 Provisions of general rules and the way of using AMRES resources are implemented to and are
756 obligatory for all AMRES users and third parties – users which make traffic with AMRES users or
757 devices outside AMRES by means of AMRES infrastructure.

758 Provisions of general rules and the way of using AMRES resources are implemented in cases of
759 internal, external or transit traffic, which at least partly passes directly through AMRES
760 infrastructure or indirectly affects AMRES infrastructure and services.

761 Provisions of general rules and the way of using AMRES resources are implemented to use of all
762 types of services provided by AMRES, unless special rule book which defines rules and the way
763 of using that service otherwise has been adopted for certain services.

764

765

766

Article 30.

767 AMRES resources can be used strictly for achieving the goal for which AMRES was established,
768 and especially for the needs of scientific-research work, education, science and culture. AMRES
769 traffic generated for these purposes has higher importance and higher priority than all other traffic
770 in the network.

771

772 Notwithstanding paragraph 1. of this article, AMRES users may use AMRES resources for
773 performing other activities which contribute to development and improvement of scientific-
774 research work and education, science and culture and which were undertaken to for that purpose.

775

776 AMRES users are obliged to use AMRES resources in accordance with paragraph 1. and 2. of
777 this article and in the way which is allowed by this Policy.

778

779 AMRES will make efforts to provide services continuously and in accordance with available
780 technical resources and personnel capacities as well as to maintain quality of services in
781 accordance with technical abilities.

782

Prohibited Use of AMRES Resources

783

Article 31.

784

785 Prohibited use of AMRES infrastructure and services means behaviour and activities of AMRES
786 users using AMRES infrastructure and services in the way contrary to article 32. of this Policy,
787 and especially:

788 1) If it harms unhindered use of AMRES services, harms smooth operation and regular
789 operation of AMRES infrastructure, harms and disrupts regular operation and safety
790 of AMRES infrastructure and services, as well as resources of any other network or
791 part of the Internet;

792 2) If it causes unjustified overload of AMRES resources or resources of other networks,
793 as well as increased engagement of personnel on maintenance of these resources
794 within AMRES, and especially for private purposes, except in cases which are in
795 accordance with this Policy;

796 3) If criminal act or misdemeanour is committed by that in accordance with regulations of
797 the Republic of Serbia;

798 4) If regulations that regulate copyrights and related rights are violated by that;

799 5) If it aims at unlawful acquisition of property;

800 6) If someone's personal rights are harmed or violated by that;

801 7) If it is contrary to regulations that regulate the area of personal data protection and
802 confidentiality of data;

803 8) If this Policy, special rule books of individual services, if any, or agreements made by
804 AMRES with AMRES users are violated by that;



- 805 9) If it is contrary to rules of any network by which or via which traffic is made by use of
806 AMRES infrastructure and services;
- 807 10) If it causes child abuse via the Internet;
- 808 11) If distribution of unsolicited messages via e-mail is performed by that;
- 809 12) If prohibited access, prohibited management and control, exploitation, modification,
810 damage or destruction of resources or any data available within AMRES infrastructure
811 or by using of AMRES infrastructure is made by using AMRES infrastructure and
812 services;
- 813 13) if malicious software, such as viruses, worms, Trojan horses, etc. are spread
814 knowingly or unknowingly by use of AMRES infrastructure;
- 815 14) if AMRES user directly or indirectly connects to AMRES infrastructure, provides or
816 enables use of AMRES infrastructure or services or assigns rights of AMRES users,
817 commercially or free of charge, to legal or physical entities for whom AMRES did not
818 give its consent that they can use AMRES resources;
- 819 15) if it provides any IT services, which directly or indirectly include use of AMRES
820 resources (e.g. hosting of servers and web sites, email service, data base, transfer of
821 data, etc.) for the needs of third parties which/who are not AMRES users, and
822 which/who directly or indirectly use AMRES resources in this way, notwithstanding
823 article 32. of this Policy;
- 824 16) if it uses AMRES resources for advertising, promoting, representing or any other
825 needs of legal or physical entities, political parties, religious organizations and other
826 organizations or legal entities not related to scientific-research and educational work
827 and culture;
- 828 17) if it performs direct commercial activities aimed at making of profit, and which are
829 contrary to article 32. of this Policy, such as selling of goods or services, advertising,
830 betting, etc.;
- 831 18) if it spreads national, religious, racial or sexual discrimination, hatred and intolerance,
832 or other activities that insult, slander or disturb individuals or entire groups of people,
833 such as threat, violation of religious, ethnical, political or other beliefs, etc.;
- 834 19) if it creates, posts or resends insulting, slandering, violent, obscene or indecent
835 pictures, data or other material, or any data which can be interpreted as such, except
836 for legally permitted scientific-research, educational and cultural purposes;
- 837 20) if it continues to use some AMRES resource or service after AMRES has asked to
838 stop using them, in accordance with provisions of this Policy or special rule books of
839 individual services, if any;
- 840 21) if it does not proceed in accordance with warnings or decision of AMRES
841 issued/made upon application or based on official duty.

842 **Permitted Use of AMRES Infrastructures and Services**

843 **Član 32.**

844 Any use of AMRES resources by AMRES user is allowed in cases not strictly prohibited by
845 provisions of this Policy and current regulations of the Republic of Serbia.

846 It is allowed to use AMRES resources for posting or broadcasting of information contents of non-
847 profit character, even if it is not directly related to scientific-research of education work, if it is in

848 accordance with provisions of this Policy and if it does not harm functionality of AMRES
849 resources.

850 It is allowed to use AMRES resources for private purposes (e.g. for private e-mail traffic, etc.) if it
851 is in accordance with u provisions of this Policy.

852

853 **Article 33.**

854
855 AMRES may issue warning or make decision about suspension of certain services to AMRES
856 users, i.e. use of AMRES resources, including the connection with AMRES infrastructure.

857 In emergency situations, in order to keep functionality and safety of AMRES resources, the
858 warning may be issued subsequently, after suspension of service which is compromised.

859 AMRES user to whom some service is temporarily suspended due to violation of provisions of
860 this Policy may contact AMRES to apply for re-establishment of the service.

861 **Article 34.**

862 AMRES is not liable for the damage suffered by AMRES users by using AMRES resources,
863 unless it is the damage caused intentionally or by gross negligence of AMRES.

864 AMRES is not liable for the damage arising from works on maintenance and construction of
865 network.

866 AMRES is not liable for the damage suffered by AMRES users due to reduced quality of traffic
867 caused by interference, atmospheric conditions, physical obstacles or other reasons beyond
868 control of AMRES, area coverage, reduced data flow in wireless transfer of data, temporary
869 interruptions in network operation and Force Majeure.

870 If AMRES user uses in its network the device which is not compatible with AMRES network or is
871 not adjusted for use on it or if it interferes with operation of AMRES resources, AMRES is not
872 liable for inability to use AMRES resources.

873

874 **Article 35.**

875
876 AMRES is not liable for damage or violation of rights suffered by AMRES user due to prohibited
877 actions in the sense of this Policy by that or by another AMRES user or a third party outside
878 AMRES infrastructure.

879 AMRES is not liable to AMRES user or a third party for loss of data, unauthorized access of third
880 parties to data of AMRES user and damage on the devices of AMRES user, resulting from a
881 virus, etc. arising after connection of AMRES user to AMRES infrastructure or due to use of
882 device contrary to manufacturer's instructions.

883 AMRES is not liable for damage or violation of rights suffered by a third party outside AMRES
884 infrastructure due to prohibited actions in terms of this Policy by AMRES user.

885 AMRES is not liable for reduction of quality of AMRES services resulting from activity which is
886 prohibited action in the sense of this Policy, as well as resulting from objective reasons which
887 cannot be foreseen, avoided or overcome.

888 AMRES is not liable for information safety of the device controlled by AMRES user, including any
889 possible damage on these devices due to prohibited use of AMRES resource.

890 AMRES users should keep and/or transfer data via the network taking into account limited safety.
891 In any case, AMRES is not liable for any adverse events and for direct or indirect damage.

892 AMRES is not liable for any possible damage of AMRES user arising from the use of any AMRES
893 resource.

894

895

Article 36.

896

897 AMRES shall make efforts to prevent any activity which may prevent AMRES users from using
898 AMRES services or in case of damage of AMRES resources, as well as to alleviate
899 consequences of such possible harmful activities.

900 AMRES shall make efforts to prevent access of unauthorized users to infrastructure, services
901 and/or information which are transferred or which are available via network.

902 AMRES users should keep and/or transfer data via the network taking into consideration the
903 limited safety of information-communication infrastructure.

904

Transitional and Final Provisions

905

Article 37.

906 All legal entities which were connected to AMRES infrastructure till the date of entering of this
907 Policy into force are obliged, after entering of this Policy into force, to file application for
908 connection in accordance with this Policy and to proceed fully in accordance with this Policy.

909 Agreements on Temporary Allocation of AMRES Equipment with the aim of using AMRES
910 network and services made till the date of entering into force of this Policy, remain effective after
911 entering of this Policy into force.

912

Article 38.

913 Legal entities specified in Appendix 2 to this Policy, which were connected to AMRES
914 infrastructure till the date of entering into force of this Policy, as well as all legal entities to which
915 optical access network were made via SEELight project become AMRES users by signing the
916 agreement without submission of application.

917

Article 39.

918 Persons who/which filed applications related to use of AMRES services till entry of this Policy into
919 force, and for which decision was not made till the date of entry of this Policy into force, shall be
920 invited to regulate their applications in accordance with this Policy.

921

922

Article 40.

923 Policy enters into force upon obtaining consent from the Government, within eight days from
924 being posted on AMRES notice board.

925

926

927 No: 022-30/2015/2

928 Date: 01 April 2015

929

930

931 **APPENDIX 2:** List of legal entities and their locations that have the right to become AMRES users
932 according to Article 38 of this Policy can be found in the Serbian version of the document:



AMRES

Serbian Academic Network

IT and Communication Institution
"Serbian Academic Network – AMRES"
Bulevar kralja Aleksandra 90, Belgrade, Serbia

933 https://amres.ac.rs/dokumenti/amres/akti/pravilnici/pravilnik_o_pravilima_pristupa_i_koriscenja_u
934 [sluga_amres.pdf](https://amres.ac.rs/dokumenti/amres/akti/pravilnici/pravilnik_o_pravilima_pristupa_i_koriscenja_u)
