Connecticut Education Network Policy for Network Participation and Acceptable Use Updated June 2018

Policy Overview:

Through this policy statement, the Commission for Education Technology defines three classes of participants for the Connecticut Education Network (CEN). All participants are expected to comply with the Participation Principles outlined in this document.

*Primary Participants* include all public and private non-profit institutions of higher education, all public school districts, all accredited private, independent, and parochial schools, all principal public libraries, the Commission for Educational Technology, and state agencies of the State of Connecticut.

*Community Anchor Participants* include all primary participants with the addition of non-profit entities including municipal governments, councils of governments, health care providers, public safety agencies, tribal territories and/or agencies, cultural arts institutions, and other educational institutions.

*Open Access Participants* include entities that are not primary or community anchor participants, and have valuable services or content for use by participants on the network. Open Access participant are those entities that have routine collaboration needs with primary or community anchor participants.

- A. Network Participation Principles for All Participants
  - 1. The CEN was initially established to improve teaching, learning, clinical, and research use cases that benefit education or research.
  - 2. Through State and Federal investment via the BTOP program, additional use cases were able to be added to expand the reach of broadband in the state to underserved communities. The CEN can be used to realize economies of scale by public federal, state, or municipal entities so long as the full cost of the non-educational or research use is recovered to the benefit of the CEN.
  - 3. CEN is not for proprietary, unrelated commercial, recreational, or personal purposes.
  - 4. CEN may not be used for illegal purposes. CEN will cooperate with legal authorities and/or commissioned third parties in the investigation of suspected and/or alleged crime or civil wrong. CEN may forward the relevant communication and other information, including identifiable information, to the appropriate authorities for investigation and prosecution.
  - 5. Participants are responsible for their use of the CEN for that for which they have contracted. Utilization beyond contracted use may be subject to additional charges and/or termination

of the participant's access to the CEN. Users seeking to limit their own use may do so under whatever quality-of-service and rate mechanisms that exist at any given time.

- 6. Participants shall coordinate and cooperate with CEN and/or other appropriate authorities in the event of cyberattacks to the network at individual CEN connected sites or at scale.
- CEN participants should not expect connectivity to other participants without an additional or amended Network Access Service Agreement. Logical and physical connections may incur utilization charges.
- 8. Commercial or for-profit participants may not charge any fees or derive any direct profits from their connection to the CEN. Activities and costs charged by the commercial participant to other participants for direct services related to the connection to CEN must be strictly on a cost pass-through basis. CEN may validate compliance of the commercial or for-profit activity by requesting copies of customer invoicing and customer references at any time.
- 9. CEN's logo or likeness shall not be used without express written consent of the CEN Director or as approved by the CET. All requests for logo or likeness use, regardless of media, must be submitted for review prior to implementation. Disposition shall be provided within 30 days. Use of logo may be revoked in writing at any time.
- 10. Participation in the network is memorialized via a Network Access Service Agreement (NASA). Applications for access must be approved by the Department of Administrative Services, as the agreement constitutes a contractual arrangement between the state and the participant.
- B. Interpretation, Disputes, and Adjudication
  - 1. Participants seeking interpretation of these policies should refer their queries to CEN staff, who will seek technical and other counsel, as appropriate, before issuing a response.
  - 2. Participants seeking exceptions to these policies or proposing projects or connections that require additional approval should submit full details to the CEN staff, who will consult with appropriate parties to review what special arrangements may be necessary.
  - 3. Participants should refer complaints about the improper use of CEN to CEN staff. If CEN staff members are unable to resolve the complaints, or if complaints originate with the CEN staff, then they should be referred to the CEN Director and/or Commission for Educational Technology for resolution.
  - 4. The CEN Staff shall have the right to immediately disable, and may permanently disconnect, any participant if a violation of this policy or any related agreement is discovered.
- C. Network Traffic Conditions of Use

- CEN network traffic is any network traffic carried by CEN among its points of presence (POPs) and its participants directly connected to the CEN network. Traffic within a participant's own network is not CEN traffic and is therefore not subject to these Conditions of Use.
- Participants are expected to take reasonable care to protect connectivity to the CEN and prevent malicious actors or traffic from entering the network from their locations. Reasonable care protections may include firewalls to insulate closed networks from open, network segmentation, encryption, secure access to network equipment, and cyber insurance. As technical and security options and capabilities increase and improve, reasonable care standards should as well.
- 3. No CEN participant or other entity may 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 CEN.
- 4. All Participants are responsible for ensuring that their traffic and network routing meets the conditions specified above. CEN reserves the right to refuse traffic to and from participants that violate this condition.
- 5. Certain additional conditions of use may apply for traffic leaving the CEN and traversing the Internet, Internet2 or other external networks. CEN participants may be required to comply with those additional conditions in order to access services provided by those networks.