



Network Access Policy

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1. Introduction

1.1 The Company and its members

SABRENet Ltd (Company) is an Australian not-for-profit company limited by guarantee. Its members are:

Minister for Science and Information Economy (South Australia) (**Minister**)

Flinders University

The University of Adelaide

University of South Australia

1.2 The Network

In pursuance of its objectives, the Company has constructed and owns a dark fibre optical cable telecommunications network, known as 'SABRENet', to link South Australian research, education and innovation sites (**Network**).

1.3 Network is part of AREN

The Network is connected to the national telecommunications network owned and operated by AARNet Pty Ltd, and thus forms part of AREN (The Australian Research and Education Network).

1.4. Operation of the Network

The Company will operate the Network under a long term arrangement with a licensed telecommunications carrier – presently, Amcom Pty Ltd (Amcom). The Company is not itself a licensed carrier.

1.5. Network to operate under an NCD

Amcom has obtained, and will maintain a Nominated Carrier Declaration under the Telecommunications Act 1997 (Commonwealth) in relation to the Network.

1.6. Identity and status of Participants

The members of the Company (see 1.1), together with the Commonwealth of Australia represented by the Defence Science and Technology Group (collectively, Participants) have contributed to the establishment of the Network and are parties to an agreement with the Company for that purpose (**Participants Agreement**).

1.7. Access to the Network

Participants and other persons who wish to access and use the Network will be required to enter into a separate agreement (**Access Agreement**) for that purpose. The terms of an Access Agreement will vary according to whether or not the person seeking to access the Network is a Participant.

1.8. Purpose of this Policy

This Policy sets out certain principles which:

- a. the Company will apply to determine initial eligibility to use the Network; and
- b. will form the basis of all Access Agreements entered into by the Company.

1.9. Compliance as a condition of access

Access Agreements will require all users of the Network to comply with this Policy, as a condition of continued eligibility to access and use the Network.

2. Glossary of terms used

AARNet Access Agreement	An agreement between AARNet Pty Ltd and a party seeking to use the AARNet network, prescribing the terms and conditions of that party's access to and use of the AARNet network.
Access Agreement	An agreement between the Company and a party seeking to use the Network, prescribing the terms and conditions of that party's access to and use of the Network.
Amcom	Amcom Pty Ltd, a licensed telecommunications carrier.
Approved Purposes	The purposes defined in clause 5.1 of this Policy.
Commonwealth	The Commonwealth of Australia represented by the Defence Science and Technology Organisation within the Department of Defence.
Company	SABRENet Limited, the company that owns the Network.
Minister	The Minister for Science and Information Economy (South Australia) and successors.
Network	The dark fibre optical cable telecommunications network linking the major South Australian higher education and research institutions.
Network User	A person, including a Participant, who is authorised to use and access the Network under the terms of an Access Agreement.
Participant Access Agreement	An Access Agreement made between the Company and a Participant.
Participants	The Commonwealth, the Minister, The Flinders University of South Australia, University of Adelaide, University of South Australia and any other party who becomes a signatory to the Participants Agreement.
Participants Agreement	The agreement referred to in clause 1.6 of this Policy

R, E & I Activities	Activities in the nature of: <ul style="list-style-type: none"> a. research; or b. research and development; or c. education; or d. training, or e. support for innovation f. or a combination of any of those activities.
R, E & I Community	A collective reference to entities from time to time engaging in significant R, E & I Activities in South Australia.
Service Levels	The operational specifications and procedures referred to in clause 8 of this Policy.
Standards	The technical specifications and standards referred to in clause 7.1 of this Policy.

3. Rights of access: SABRENet Participants

3.1. Participants' right of access

Subject only to its entry into and continued compliance with a Participant Access Agreement in the form prescribed by the Company, and compliance with its obligations under the Participants Agreement, each Participant has the right to access and use the Network.

3.2. Relevance of Participants Agreement

The provisions of a Participant Access Agreement will be subject to, and consistent with the provisions of the Participants Agreement.

3.3. Scope of access right (Minister)

Without limiting clause 3.6, the right of the Minister, as a Participant to access and use the Network will include the right to authorise and permit the following entities to access and use the Network by means of the Minister's connection to the Network:

- a. the South Australian government entities listed in Part 1 of the Schedule to this Policy (as amended from time to time);
- b. the South Australian public hospitals listed in Part 2 of the Schedule to this Policy (as amended from time to time);
- c. any 'Government school' as defined in the Education Act 1972 (South Australia); and
- d. any 'college' as defined in the Technical and Further Education Act 1975 (South Australia).

3.4. Scope of access right (Commonwealth)

Subject to clause 3.6, the right of the Commonwealth, as a Participant, to access and use the Network extends only to the Defence Science and Technology Group within the Department of Defence.

3.5. Scope of access right (Participants other than Minister and Commonwealth)

Without limiting clause 3.6, the right of a Participant other than the Minister and the Commonwealth to access and use the Network will (without limiting the right of the Participant to use the Network for its own purposes) include the right to authorise and permit the following entities to access and use the Network by means of the Participant's connection to the Network:

- a. any wholly owned subsidiary of the Participant (including but not limited to a subsidiary that carries on its principal business or activity in the capacity of trustee of a trust) and
- b. any commercial entity whose principal place of business is co-located at the Participant's premises, provided that the entity's activities are of a 'start-up' nature and involve a significant research and development component.

3.6. Scope of access right (General)

- a. Where a Participant is a shareholder in AARNet Pty Ltd and is party to a current AARNet Access Agreement, the right of the Participant to access and use the Network will include the right to authorise and permit any entity coming within the definition of 'Associate', 'Subsidiary' or 'Approved Third Party User' under that agreement, to access and use the Network by means of the Participant's connection to the Network.
- b. While two or more Participants together hold all of the issued shares in a corporation, the right of each of those Participants to access and use the Network will include the right to authorise and permit that corporation to access and use the Network by means of the Participant's connection to the Network.

3.7. Participants to be responsible for authorised users

Each Participant agrees to accept full responsibility and liability for anything done or omitted to be done by a person to whom the Participant has given authorisation as envisaged by clauses 3.3, 3.4, 3.5 or 3.6, (as the case may be). The Company will be entitled, for all purposes, to treat access to and use of the Network by that person as access and use by the responsible Participant itself.

4. Rights of access: other parties

4.1. Access for non-Participants

The Company may grant the right to access and use the Network to an entity that is not a Participant, if that entity satisfies the criteria for eligibility set out in clause 4.2.

4.2. Eligibility criteria

The following persons, not being Participants, will be considered eligible to apply to be given access to and the right to use the Network:

- a. South Australian private schools;
- b. tertiary education providers operating in South Australia;
- c. Commonwealth, State or local government departments, agencies or authorities engaged in significant research, education or support for innovation in South Australia;
- d. private sector companies, associations and joint ventures engaged in significant research, education or support for innovation in South Australia; and
- e. entities that are either formed for the purpose of providing, or are principally engaged in the provision of, support or ancillary services to any of the above.

4.3. Grant of the right is discretionary

The Company may, in its absolute discretion and without giving reasons, decline to allow access to the Network to any person who is not a Participant, notwithstanding that that person comes within the eligibility criteria set out in clause 4.2.

4.4. Grant of access to non-R, E & I parties

Nothing in this clause 4 is intended to limit the right of the Company to allow use of the Network to parties who do not come within the eligibility criteria set out in clause 4.2, provided that any decision to do so:

- a. is made for purposes consistent with the achievement of the Company's objectives;
- b. will not result in the impairment of any right of access granted to a party who does satisfy the criteria for eligibility set out in clause 4.2;
- c. is made having regard to the known capacity of the Network and the present and future access requirements of the R, E & I Community in South Australia; and
- d. is compatible with the Company's not-for-profit status.

4.5. Access Agreements

This clause emphasises that the only way a non-Participant may use SABRENet is by way of an Access Agreement.

The right of any non-Participant to access and use the Network will be conditional upon their entry into, and continued compliance with an Access Agreement, in the general form from time to time prescribed by the Company for that purpose, and setting out the specific financial and other arrangements to apply to that party's use of the Network, as negotiated and agreed with the Company.

4.6. Scope of access right (non-Participants)

Where a person, not being a Participant, has been granted a right to access and use the Network under an Access Agreement, that person may not authorise any other person to access or use the Network.

5. Purposes for which the Network may be used

5.1. Approved Purposes

Consistently with the Company's objectives, the Network is intended to be used principally for purposes related to:

- a. the provision of education and training in Australia;
- b. the conduct or coordination of research in Australia;
- c. the support of innovation;
- d. the administration of the activities referred to in paragraphs (a), (b) and (c); and
- e. the provision of support or ancillary services to persons engaging in the activities referred to in paragraphs (a), (b) and (c)

(Approved Purposes).

5.2. Activities in Australia

For the purposes of clause 5.1 an activity will be considered to take place in Australia, notwithstanding that the activity may be conducted, or the benefit of the activity may be enjoyed, outside Australia, provided that:

- a. the conduct of the activity is substantially controlled by the relevant person from Australia; or
- b. a substantial part of the benefit of the activity is enjoyed in Australia.

5.3. AARNet members

A Network User that:

- a. is party to a current AARNet Access Agreement; and
- b. connects to AARNet by means of the Network,

may, in addition to the Approved Purposes, use the Network for any other purpose permitted under its AARNet Access Agreement.

5.4. Certain South Australian teaching hospitals

A Network User that is a South Australian public hospital listed in Part 2 of the Schedule to this Policy (as amended from time to time) may, in addition to the Approved Purposes, use the Network in support of its healthcare and general administration functions provided such use is consistent with clause 8.

5.5. The Company may enter into commercial arrangements

Nothing in clause 5.1 is intended to prevent the Company from entering into access arrangements that will allow use of the Network for the purposes of the provision of telecommunications services on a commercial basis, provided that:

- a. the agreement relates to capacity on the Network that is, at the time of entry into the arrangement, surplus to the known requirements for use of the Network for Approved Purposes;
- b. the purpose of the arrangement is consistent with the achievement of the Company's objectives and is compatible with the Company's not-for-profit status; and
- c. the arrangement is consistent with the Company's then statutory and other legal obligations.

6. Dealings with access rights

6.1. Sub-licensing etc requires consent

Subject to the rights of Participants under clauses 3.3 to 3.6 (both inclusive) to extend their own rights of use to certain related parties, a Network User may not sub-license, assign, sell, transfer, encumber or otherwise deal with or dispose of its rights under its Access Agreement (and in particular may not sub-license fibres that are allocated to it under its Access Agreement to a third party) without the prior consent in writing of the Company.

6.2. Company's consent discretionary

The Company may grant or withhold the consent referred to in clause 6.1 at its absolute discretion, and may impose such conditions as it sees fit on the grant of its consent.

6.3. Access to commercial service providers

Unless required by law to do so, no Participant or other Network User may offer or agree to make

available any capacity on the Network to any Internet service provider or other telecommunications service provider.

7. Means of access to the network

7.1. Technical specifications and standards

The Company will from time to time issue technical specifications and standards prescribing the manner in which Participants and other parties may access and use the Network, and related equipment and other requirements (**Standards**).

7.2. Compliance required

Each Network User must ensure that the Standards are complied with by all persons for whom that user is responsible under this Policy.

8. Service Levels

The Company will from time to time issue operational specifications and procedures describing the service levels under which the Network will be maintained, including response to and repair of faults in the Network (**Service Levels**).

8.1. Acknowledgement required

Each Network User must ensure that the Service Levels are acknowledged by all persons for whom that user is responsible under this Policy.

9. Legal compliance

Each person given the right to access and use the Network must undertake, as part of its Access Agreement, to comply with all laws relating to its access to and use of the Network, and to ensure that its employees, students, contractors, agents and other persons using the Network with its authority, similarly comply.

10. Compliance with Company's directions

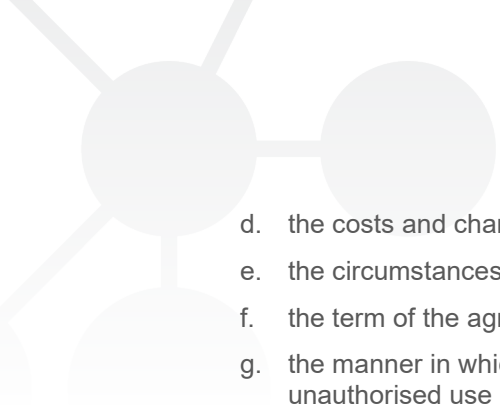
The Company may from time to time find it necessary or desirable, through changed circumstances or otherwise, to add to or otherwise vary this Policy, or to issue directions or clarifications as to how this Policy is to be interpreted or is to operate. It will be a requirement of all Access Agreements that Network Users comply with the Policy, and its amended form from time to time, and with all such directions and clarifications.

11. Access Agreements

11.1. Access Agreement content

In addition to the other matters referred to in this Policy, each Access Agreement will specify:

- a. the fibres to which the Network User in each case may connect;
- b. the manner in which the connection may be made and must be maintained (including but not limited to compliance with published Standards);
- c. any relevant limitations or restrictions on the use to be made of the Network, the persons who may be authorised to use the Network, or for any other purpose;

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- d. the costs and charges to be paid by the user;
 - e. the circumstances in which Network access may be interrupted, suspended or withdrawn;
 - f. the term of the agreement and how it may be terminated;
 - g. the manner in which liability for failure of the Network, or for improper, unlawful or otherwise unauthorised use of the Network is to be allocated; and
 - h. such other provisions of the Company reasonably believed to be necessary in the interests of the Company and the Participants, and for the purpose of furthering the Company's objectives.

11.2. Other matters

- a. This clause provides consistency with the Company's Operations and Maintenance agreement with Amcom.
- b. The terms of Access Agreements will reflect any relevant constraints imposed on the Company under its agreements with third parties, including Amcom, relating to the construction or operation of the Network, or access to facilities required in connection with the Network.
- c. The financial terms on which Participants are permitted to access and use the Network will reflect the contributions made by or on behalf of the Participants to the establishment of the Network, as required by the Participants Agreement. Financial terms applicable to non-Participants will be negotiated and agreed on a case by case basis.
- d. Where relevant, Access Agreements will require compliance with the user's AARNet Access Agreement as a condition of the user's continued entitlement to use the Network.
- e. Potential users of the Network should, before entering into an Access Agreement, be advised to consider the suitability of the Network for their purposes, taking into account the matters referred to in Part 3 of the Schedule.



Schedule

1. South Australian government entities

TechInSA

Government Computing Centre Glenside

History Trust of South Australia

SA Pathology (formerly Institute of Medical and Veterinary Science)

SACE Board

South Australian Maritime Museum

South Australian Research and Development Institute

2. Public teaching hospitals

Adelaide Dental Hospital

Flinders Medical Centre

Lyell McEwin Hospital

Modbury Hospital

New Royal Adelaide Hospital

Queen Elizabeth Hospital

Repatriation General Hospital

Royal Adelaide Hospital

Women's and Children's Hospital



Schedule

3. Important note for intending SABRENet users

SABRENet is intended to provide very high-speed connectivity at service levels (e.g. fault response and repair) that match the needs of the R, E & I Community in South Australia – principally the SABRENet Participants.

Intending SABRENet users are encouraged to consider the following factors before applying to use SABRENet.

Service Levels

SABRENet is operated under service levels that define the response times within which faults and/or damage to the Network will be addressed and rectified. Because SABRENet is a passive infrastructure, service levels do not extend to the performance and availability of active services implemented on the Network.

These service levels, while suitable for R, E & I purposes, may be lower than those required by critical applications where failure can cause serious harm to individuals (e.g. hospital critical care systems), public safety (e.g. emergency services systems), national security or commercial transactions. SABRENet Ltd will not guarantee 100% availability of the SABRENet infrastructure, and will not accept liability for business loss arising from failure of that infrastructure.

Connection Planning and Costs

A new SABRENet fibre connection typically involves the extension of the SABRENet cable network to the premises where the service is required. This may include the construction of new SABRENet infrastructure including conduit and pits in public land to reach the customer location, which will be subject to detailed quotations and requests for land access permission with the relevant authorities, e.g. a local council.

This construction process and the timing for it should be considered when planning a new connection. An adequate lead time for new connections should be allowed. The quotation process will require two weeks (minimum or longer depending on availability for site visits) and the construction process usually requires two months from customer order to delivery.

The capital cost of the construction will be included in an establishment fee for the provision of the new connection.

The SABRENet service to customers is the allocation of a fibre circuit for the customer's sole use between two points where the customer can:

1. attach computer equipment to operate their own service across the fibre circuit;
2. engage a third party to operate a service, for the customer's use only, across the fibre circuit; or
3. acquire an external service such as hosting service at a data centre or an internet service.

The allocation of the SABRENet fibre circuit for the customer's sole use means that the fibre circuit is under the control of the customer who can choose to operate the service at any desired speed. Typically SABRENet customers operate services at either 1 or 10 Gigabits per second.

The use of the fibre circuit incurs an annual access fee charged by SABRENet. The fee is a fixed fee independent of the distance of the circuit or the speed at which the customer chooses to operate the service.

The establishment fee, annual access fee and term will be specified in the Access Agreement between the customer and SABRENet.