



CANARIE Lightpath Memorandum of Understanding (MoU)

**Between:
CANARIE Inc. ("CANARIE")
and
«Requestor» ("the User")**

The purpose of this MoU is to clarify responsibilities and set baseline expectations in regards to the exclusive use by the User, of one or more CANARIE lightpaths, as detailed in Appendix A, and updated from time to time ("the Lightpath(s)").

1. Parties

User. The User is, «Org», «dept», «Address_1» «Address_2», «City», «Prov», «Pcode», «Country»

User Activities. The User [does this and that and briefly explain how use of CANARIE Lightpath(s) helps].

CANARIE is a not-for-profit organization which has received Government of Canada funding to promote network-based scientific and research and education collaboration and innovation.

CANARIE Network Infrastructure. CANARIE designed, established, and operates an advanced networking infrastructure to support network-based scientific research and education collaboration and innovation.

2. Conditions

Connecting Equipment. The User is responsible for the installation, operation, maintenance and all costs associated with the User's equipment or software at its premises that are required in order to access the Lightpath(s). No equipment or software is to be furnished by CANARIE to the User under the terms and conditions of this MoU.

Limitation On Use. The Lightpath(s) may only be used in accordance with the CANARIE Acceptable Use Policy, posted at <http://www.canarie.ca/>, and which may change from time to time.

Lightpath Failure. The CANARIE network infrastructure is maintained on a "best efforts" basis. CANARIE is not responsible for the failure of the Lightpath(s). In the event of a failure, CANARIE will work with the User to rectify any problems as quickly as possible. CANARIE NOC contact information can be found at <http://www.canarie.ca/>.

Reporting. The User recognizes that CANARIE has reporting and accountability obligations to both Industry Canada and its Board of Directors, and agrees to provide CANARIE with information and reports as requested, related to the activities enabled by the Lightpath(s) and results of those activities. Report guidelines can be found at <http://www.canarie.ca/>.

Communications. The User agrees to recognize CANARIE's contribution in an appropriate fashion in all media and communications material.

3. Description and Terms

Description. A description and diagram of the Lightpath(s) will be provided to the User in a lightpath delivery notification or made available on-line.

Term. The approximate term of the Lightpath(s) is(/are) for «M__weeks» weeks. The target delivery date(s) and expected end date(s) are listed in Appendix A. Term extensions are possible through resubmission of a CANARIE Lightpath request, which can be found at <http://www.canarie.ca/>.

Cost. The Lightpath(s) is(/are) being provided to the User by CANARIE at \$0.00 cost.

Right to Pre-empt. CANARIE reserves the right to pre-empt the Lightpath(s) or reduce the capacity, or charge the User for the Lightpath(s), at the estimated capacity replacement cost indicated in Appendix A, with suitable notice if:

- the lightpath is underused or inactive,
- lightpath demand exceeds available capacity, across a given segment of the CANARIE network infrastructure, at a given time.

Agreed upon and signed on this _____ day of _____, 2010.

X _____

Name: _____

Title: _____

Organization: _____

X _____

Jim Roche

President and CEO

CANARIE Inc.

Appendix A – “the Lightpath(s)”

Lightpath	Target Delivery Date	Expected End Date*	Estimated Capacity Replacement Cost**
«Project_ID»	«Start__Date»	«End__Date»	«Capacity_replacement_cost»

* Lightpaths must be renewed annually.

** Estimated Capacity Replacement Cost quoted does not include applicable taxes