

GIX Memorandum of Understanding

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i. Purpose

This Memorandum of Understanding (MoU) states the objectives of GIX, the prerequisites for joining GIX and being a GIX Member, the services that GIX provides to its members and the commitments of GIX Members to GIX. It shall be signed by all new Members upon joining, and forms a formal agreement between the Member and GIX.

This MoU is placed in the public domain to help organisations that wish to join GIX to understand what GIX is, and what the requirements and commitments are for those who wish to join.

ii. Definitions

“Core Activity/ies” means an activity undertaken in furtherance of object (iii.1) of the MoU

“Council” is the Council of Management as defined in the Ghana Internet Exchange Association – see Clause 16 “References”. For the avoidance of doubt, the Council may, in some instances, be informally referred to as the Board

“Fees” are the charges levied for Services which are documented in GIX Services Definition – see Clause 16 “References”

“Joining Fee” refers to the one-off payment made to GIX by a new member as documented in GIX Services Definition – see Clause 16 “References”

“Joining Procedure” refers to the procedure for joining GIX, with notes to assist in the process – see Clause 16 “References”

“GIX” means the Ghana Internet Exchange.

“Member” refers to an organisation who has successfully met and continues to meet GIX joining requirements, has signed a copy of this MoU and is thereby eligible to receive GIX Services under the terms of this MoU

‘Member Equipment’ is any equipment owned by, leased to, or otherwise controlled by a Member, who is here referred to as the ‘owner’ irrespective of the actual method of control

“Memorandum of Understanding” means this agreement between the Member and GIX, together with its appendices

“Non Core Activity” means an activity undertaken in furtherance of object (iii.2) of the MoU

“Services” refers to the services provided to a Member as defined in the Services Definition – see Clause 16 “References”

“Technical Requirements” means those requirements to which all members shall adhere and which are appended to this MoU as Appendix A.

iii. Objectives of GIX

GIX has two primary objectives.

1. To provide efficient interconnectivity within Ghana for the Internet (Core Activity)
2. To promote the interests of its Members (Non-Core Activity)

iv. Legal Structure of GIX

GIX is managed by the Ghana Internet Exchange Association (GIXA) and is operated by delegates thereof. All members of GIX are bound by the Resolution of the Ghana Internet Exchange Association set out in Clause 16 of this document.

1. PREREQUISITES TO APPLY TO BECOME A GIX MEMBER

There are **four** main prerequisites to becoming a GIX Member:

- a. Candidates for membership shall be a recognised legal entity
- b. Candidates for membership shall have an ASN (Autonomous System Number) and use BGP4(+) for peerings
- c. The Autonomous System which the candidate is presenting to GIX should be visible from the GIX transit router

d. The Candidates business shall include the Internet transmission of third party content or services. These prerequisites, together with the Technical Requirements referenced in Appendix A of this document, form the basis of ongoing requirements for GIX Members.

2. Responsibilities and Services to be provided by GIX

- a. The day-to-day running of GIX is carried out by GIX Administrator, appointed by GISPA /GIXA for the efficient running of the GIX.
- b. GIX shall only monitor any port/connection where:
 - This information is required by law
 - The information gathered is generic in nature and is harvested solely for statistical or network management purposes only, or
 - The council reasonably believe a violation of this MoU has occurred.
- c. GIX shall not undertake new projects or offer new services, outside of GIX's core business of peering facilitation, which would be competitive to those of its Members.

3. Member Responsibilities

- a. Members are expected to contribute towards the running of GIX by volunteering for work required to run and manage GIX.
- b. Members shall ensure that all contact information which is held by GIX in connection with their Membership is correct and kept up-to-date, specifically:
 - Members shall provide 24x7 operational contact details for the use of GIX staff and other Members. The personnel available by this means shall understand the requirements of this Memorandum of Understanding. Failure to provide this information may be regarded as "Non-Compliance" in accordance with Clause 6 of this MoU
 - Members shall provide an email address for which requests for peering should be sent.
- c. Members shall acknowledge receipt of a peering request made to the email address specified above, by any GIX Member within 2 working days of the request. An auto-responder is considered acceptable. Failure to do so may be regarded as "Non-Compliance" in accordance with Clause 6 of this MoU.
- d. Members shall not refer their customers, or any agent of their customers, directly to GIX support staff unless specifically sanctioned by a member of GIX staff by email.

4. Membership Status

- a. An application may only proceed after the Joining Procedure has been followed and an application in the required form has been approved by GIX. At this point the Member will be granted temporary membership status on the basis that:
 - Funds for the Fees are immediately paid
 - The new Member complies with the Technical Requirements of GIX within three months of being granted temporary membership status. In the event that the new Member does not comply with this requirement, temporary membership status may be withdrawn and it shall be necessary for the new member to re-apply for GIX Membership. In this event any Fees paid to date shall be deemed to be non-refundable and any subsequent membership application shall incur additional fees as per Clause 9 of this document.
- b. A connection to GIX may only proceed after:
 - GIX has received a copy of this MoU signed by an authorised representative of the new Member
 - GIX has received a connection form from the new Member, duly completed and giving all information required therein – see Clause 16 "References"
 - All technical requirements have been met by the new Member
- c. A Member shall only be deemed to have full membership status including voting rights once they met all the requirements listed in 4a and 4b above and achieved operational peering with GIX route collector and at least one of the existing GIX Members. This shall be confirmed to the Administrator via email to the address <admin@gixa.org.gh> by including a copy of the output from the Member router summarising the BGP4(+) peerings at GIX.

5. Technical Requirements

Members shall ensure that their usage of GIX is not detrimental to the GIX network or to the usage of GIX by other Members and shall adhere to the Technical Requirements of GIX as detailed in Appendix A to this document at all times.

6. Non-compliance

- 6.1 Failure of a Member to comply with the Technical Requirements (Clause 5) or any other requirements of this MoU may result in sanction being taken against a Member. Such sanction shall be at the sole discretion of the Council and may, depending on the severity of the incident, take the form of any or all of:
 - a. Immediate disconnection from the Services pending resolution of the non-compliance by the Member
 - b. Termination of Membership which, for the avoidance of doubt shall mean:

- Permanent removal and disconnection from the Services, and
- Removal of any right to vote including all other rights granted to a Member under the terms of this Memorandum of Understanding, and
 - No right to a refund for any Fees paid to GIX.
- Notification to GIX Membership of Member Non-Compliance and subsequent action taken by GIX Council.

6.2 A Member may appeal against the decision of the Council in respect of Termination of their Membership in accordance with GIX Appeal Procedure which is documented at <<http://www.GIX.net/private/members/procedures/appeal.html>>

6.3 Any Member whose membership to GIX has been terminated in accordance with Clause 6.1b above may reapply for GIX membership, however any such application shall be in accordance with Clause 4 of this document.

7. Communication

The primary means of communication with GIX Staff and other Members shall be via email.

8. Funding

The Fees shall be reviewed annually by the Members.

9. Fees

Fees are payable twice per year, in advance, on 1 April and 1 October.

Whenever a new Member joins they shall pay the Joining Fee together with the Fees, pro-rata for the number of months remaining for the billing period including the month of joining.

All Fees for a Member shall be due within 45 days of the due date. However, all fees shall be due immediately if any of the following happens:

- 9.1 if an individual, upon death, or if he or she becomes bankrupt, petitions for bankruptcy, or makes any arrangement with his or her creditors generally, or becomes of unsound mind, or is convicted of any indictable offence concerning fraud or financial irregularity, or of any indictable offence for which he or she is sentenced to a term of imprisonment (excluding suspended sentences unless later put into effect)
- 9.2 if an organisation, goes into liquidation or administration, makes any arrangement with its creditors generally, or if it petitions to be wound up
- 9.3 if at any time in the preceding 12 months part or all of the member's service was suspended or cut off because of failure to pay or delay in paying.

Members cancelling either their subscription to GIX or any Services supplied by GIX are obliged to give at least 30 days notice of such cancellation via email to admin@gixa.org.gh. If cancellation occurs other than during the months of September or March, the member shall be entitled to a pro-rata refund of Services and Membership fees for complete calendar months between the cancellation date and the end of the billing period.

Services shall be deemed ongoing on an annual basis unless formal cancellation has been received by GIX from any connected Member.

Fee Structure

Joining Fee for GISPA members is free, and for non-GISPA members is \$2000.00. The monthly service fee for GISPA members is \$200.00 and for non-GISPA is \$400; this contributes to the daily administration and running of the GIX

10. Publicity

Members shall not publish any press release mentioning GIX unless the text of that press release has previously been cleared for publication by or on behalf of the Council in writing.

GIX shall not publish any press releases mentioning a Member's name unless the text of such a press release has been cleared in writing by that Member.

The Council shall normally issue a joint press release with new Members upon their joining, subject to approval of both parties.

Members shall adhere to GIX Corporate Identity Guidelines set out in Clause 16 for use of GIX name and trademarks.

11. Confidentiality

Members have a duty of confidentiality to the other GIX Members in GIX affairs. As such, all and any information, not already in the public domain, passed between GIX and/or its Members shall at all times be kept confidential and shall not be passed or revealed to any third party outside of GIX Membership, without the prior written consent of the party to which it relates.

12. Insurance and Liability

In the event of any claims made by a GIX Member against GIX, the maximum amount payable for whatever reason shall be limited to a maximum of the fees paid by the Member to GIX for the GIX financial year in which the incident occurred.

Members shall not hold GIX liable for any loss whatsoever resulting from the illegal use or use not conforming to the terms of this MoU by another Member.

Any remedy that GIX shall have against a Member for breach of provision of this MoU shall be limited to:

- a) Liability for actual damages in any twelve month period (the first twelve month period starting from the date of signature of this Agreement) is \$2,400 or an amount equal to 100% of the Fees billed to that Member by GIX in that twelve month period, whichever is the greater
- b) A Member shall not be liable for special, indirect or consequential loss, loss of profits, business, revenue, goodwill, or anticipated savings.

Members shall arrange suitable insurance to cover their equipment while it is within GIX Racks that covers third party liability in the event of the Member's equipment causing damage to GIX or third party staff or equipment.

The Companies Code, 1963 (Act 179) Contracts shall apply to all memberships.

13. Governing Law

The Governing Law of this MoU is that of Ghana, and the jurisdiction recognised is that of Ghanaian courts.

In the event of any inconsistencies between the text of this MoU and that of the GISPA and GIXA constitutions, the latter shall take precedence. In the event of any inconsistencies the Constitutions take precedence of this MoU, which in turn takes precedence over any document referred to in Clause 16.

14. Dispute Resolution

GIX shall operate a dispute resolution service. Its scope shall be limited to GIX Core Activities. Its use shall be voluntary and non-binding. Costs shall be covered by the participants. The details of the service shall be determined by the Board and are described in the [Dispute Resolution Procedure](#) set out in Clause 16.

15. Changes

This MoU and the further governance documents listed in Clause 16.1 shall only be modified by Ordinary Resolution of the Company in General Meeting or by the authority granted by the Ordinary Resolution passed on 2001-02-27 permitting certain minor and consequential changes. For the avoidance of doubt, governance documents referenced in 16.2.2 are changeable by GIX Staff and do not require a vote at a General Meeting. Documents referenced in 16.2.3 are external documents and are not under the control of GIX.

16. References

16.1 Further Governance Documents

[Appeals Procedure](#)

[Dispute Resolution](#)

[Services Definition](#)

[Joining Procedure](#)

16.2 Other References

16.2.1 Part of the Agreement and only changeable at a General Meeting

[GISPA Constitution](#)

[GIXA Constitution](#)

16.2.2 Part of the Agreement and changeable by GIX Staff

[Connection Form](#)

16.2.3 Other References

[Internet Standards](#)

Signed on behalf of the Member by:

Company : _____

Company Reg#: _____

Name _____

Position _____

Signature _____

Date _____