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The Compact for a Free, Open & Neutral Network (FONN Compact)

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I General principles and Summary

The fundamental principles of the FONN Compact are:

You have the freedom to use the network for any purpose as long as you don't harm the operation of the network itself, the rights of other users, or the principles of neutrality that allow contents and services to flow without deliberate interference.

You have the right to understand the network and its components, and to share knowledge of its mechanisms and principles.

You have the right to offer services and content to the network on your own terms.

You have the right to join the network, and the obligation to extend this set of rights to anyone according to these same terms.

II About this document (FONN)

1. Creation, interpretation and revision of this document. A dynamic and innovative project such as guifi.net requires a continuous process of revision and action to adapt to changing realities and to improve the clarity of the applicable criteria. Because this text may change over time, and because all versions bind users to a set of terms and conditions at the moment of acceptance, the text can only be revised or modified so long as it respects the agreements and obligations made in previous revisions:
 1. A revision cannot modify the terms and conditions which are a result of the acceptance of a previous revision. Such a desired modification would require a rewrite and not just a revision. To implement a rewrite, consent must be expressly renewed.
 2. When a revision addresses new situations such as those concerning new applications or new technologies, it is understood that such updates and extension of the Compact shall be accepted implicitly.
 3. The FONN Compact is a revision of the earlier 'Wireless Commons' which is available in Catalan as a reference at <http://guifi.net/ComunsSensefils>.
 4. All revisions of the FONN Compact are archived and published so you can follow the update process and know the release dates of each revision. If necessary, these can be compared with the dates of acceptance of the Compact to avoid conflicts of interpretation.
 5. If a participant considers that a later revision denies one's rights or significantly modifies previously compacted terms and conditions without one's consent as described in II.1.a, then recourse may be made as described in the section "About Conflict Resolution and Jurisdiction".

2. Definitions

1. The FONN Compact ("Comuns de la Xarxa Oberta, Lliure i Neutral", or XOLN in Catalan) is an agreement for the connections between peers that serves as a contract between each participant in the network as a whole, and is the same for each participant of the network. The agreement serves simultaneously a contract for participation in the network and as a license for use, becoming a guarantee for its subscribers regarding the applicable terms and conditions, which are the same for everyone. It is also known as "commons" or "free network commons".
2. The Neutral, Open and Free Telecommunications Network (the "Xarxa de Telecomunicacions Oberta, Lliure i Neutral" in Catalan) is a public community telecommunications infrastructure regulated by the terms and conditions of the "XOLN Compact", which is publicly available, in a way that when new participants join it expands. Through the network the participant obtains and simultaneously provides electronic communication services with the rest of participants, directly or via the interconnection with other networks.

In this document the term "the network" refers to the Neutral, Open and Free Telecommunications Network, defined this way because:

1. It is **open** because it is universally open to the participation of everybody without any kind of exclusion nor discrimination, and because it is always described how it works and its components, enabling everyone to improve it.
2. It is **free** because everybody can use it for whatever purpose and enjoy it as foreseen in the freedoms of the "General principles" section, independently of his network participation degree.
3. It is **neutral** because the network is independent of the contents, it does not influence them and they can freely circulate; the users can access and produce contents independently to their financial capacity or their social condition. The new contents produced by guifi.net are orientated to stimulate new ones, or for the network administration itself, or simply in exercise of the freedom of adding new contents, but not to replace or to block other ones

It is also neutral with regard to the technology, the network can be built with whatever technology chosen by the participants with the only limitations resulting of the technology itself.

3. Guifi.net is the set formed by the network and the individuals, the collectives, the enterprises, the institutions and the administrations that support it or collaborates with it in a way that the network becomes operational and offers connectivity to everybody. Thus, they act as telecommunication operators.
4. Proprietorship and Participants. The participants are those natural or juridical persons that contribute infrastructure as network segments accepting the FONN Compact. The participants keep the proprietorship of their contributions in a way that the network proprietorship is distributed among the participants. This way, the participants are the network investors. They are called "sponsors" and the act of covering the investment is called "sponsorship".
5. Forms of participation depending on the network connection format:
 1. Simple connections. Simple connections are those network segments that end to a node from which the network do not expand no other segments under the same conditions. It is usually the point from where the users enjoy the neutral, free and open network and from where they connect their private networks.
 2. Segments that expand the network. The segments that expand the network are those network segments where, contrary to the simple connection, it is foreseen to have additional network segments under the same conditions at each edge of them.
6. Contents. What give sense to a telecommunications network is the fact that it can be used to transport contents. The contents are published through services.
7. Services. Many service formats exist under the scope of the network. The most basic one which is inseparable from the network itself is the connectivity between all the participants and it is called "electronic communications service". Apart from this inseparable service, two big different categories of services exist:
 1. Services "as they are". Are those services offered "as they are", that is to say, anyone using them is doing so under his responsibility and cannot demand the coverage of any expectations or features to the service supplier. Frequently the free services belong to this category.
 2. Services with compromise. Is a service offered with a compromise for being delivered, usually in change of a compensation, as when connectivity to other providers or to the internet is supplied or the professional services to offer a given service level agreement.
The "electronic communications service" happens through the tools given by guifi.net that emerge as a result of the network interconnection agreement. It deserves a clarification because it can be considered as a "as it is" service and a service with a compromise at the same time. "As it is" because each participant, although he can, he has not the obligation to guarantee the availability to third parties, and with compromise because, independently to the availability compromise, he has the obligation to make the interconnection and the traffic possible as soon as the connection becomes active, because, although he does not receive any economic compensation, he receives connectivity with the rest of the participants in exchange of the compromise of integrating a new network segment under the same conditions.
8. Users. Are those who enjoy the connectivity offered by the network with its use, usually are the participants themselves, but the participants can open the access to everybody.
9. The Private Foundation for the Neutral, Open and Free Network – guifi.net ("Fundació Privada per a la Xarxa Oberta, Lliure i Neutral guifi.net", in Catalan -henceforth referred to as "The Foundation") is a non-profit organization registered at the Catalan Government foundations registry with the number 2550 that has the foundational mandate to support guifi.net respecting its genuine nature, its organization and working methods.

3. The FONN Compact is elaborated and revised through a public debate among all the network participants
4. End of agreement. The FONN Compact may be suspended or ceased for:
 1. The will of a subscriber. The will is expressed by the withdrawal the participation in the tools offered by guifi.net or, in the case that the participation remains, by the transmission to the new proprietors.
 2. The means described in the section "About Conflict Resolution and Jurisdiction".

III About the Network

1. The FONN Compact is an expression of the fundamental values such as freedom, equality off opportunities, solidarity and fraternity through the right of free communication and of extracting the maximum benefits possible according to the general principles. These fundamental values must be used in case of having to resolve any doubt about the interpretation of the FONN Compact.
2. The network allows the access to who ever wishes to, and it is the result of the interconnection of all the participants. In the case of the presence of access control mechanisms they will be use for the correct management of the network, but never to restrict the liberties protected by the FONN Compact.
3. The members of the open network are just subject to the terms and conditions of the FONN Compact. Any other compromise must be explicitly stated.
4. The accession to the network can be made as an individual or as collective constituency, and implies the acceptance of the terms and conditions of the FONN Compact. At any time a member can renounce to the accession by the means described in the point II.4 End of agreement. In case of a renounce the renouncer can recover his goods, equipment and infrastructure of his property, regardless of their location, except in the cases described in the point 4 of the section "About the Proprietorship and Participants".
5. In order to ease the growth of the network and the open connectivity, their participants undertake the commitment to:
 1. Allow the traffic of the other participants in his network segment, without manipulation or inspection of any kind more than the absolutely necessary for the network administration.
 2. Facilitate and technically foresee how to make the interconnection with other network segments contributed by other participants without any commercial exploitation nor charging a cost of any kind, neither interconnection nor traffic. The interconnections of the segments that expand the network are free-of-charge because the compensation is mutual because everybody obtains connectivity form the others. If, aside from the free-of-charge of the connectivity and the traffic, other costs are charged, it must be done according to the following provisions:
 1. Clearly specify the reason why these compensations are charged. For instance to access a specific kind of contents, connection to other networks such as the Internet, professional services, availability guarantee, etc.
 2. Expansions. At the time of setting the interconnection, and without excluding any other kind of agreement between the participants, if an expansion is required at the interconnection point, o the conversion from a simple connection to an extension segment, the cost must be assumed totally by the participant who is contributing the new segment, and from then on the proprietorship becomes shared according to the investing level of each participant. In the case that the initial participant wants to keep the proprietorship without sharing it he must assume the cost of the expansion and he has preference when choosing the model.
 3. In the case of the need of having to cover depreciation costs of relevant infrastructure or collocation points, compensations can be foreseen at the time of setting the connections, understanding that then the proprietorship becomes shared as discribed at the previous point, that there cannot be discriminatory treatments, and that the compensations must be reasonable, cost oriented and sustainability oriented, and that they cannot pursuit commercial exploitation margins.
6. There can be other organizations that also promote networks with similar characteristics the neutral, free and open network as guifi.net does. The open networks must be characterized by the willingness of interconnection in the way, that it will be taken under consideration what is foreseen at point VII.1 "About Avoiding Duplication of Infrastructure" and the point IX.7 About the Reciprocity.
7. The connection to the network is free and free-of-charge as already stated in pint III.5.b. The participants thake care of the infrastructure to be connected, either by their own, donations or sponsorship, collectively in the way they freely decide, or through professional services. The economic activity derived of these activities, as charging in compensation of equipment supply, creation of infrastructure or maintenance, is duty of the one who does it, and must clearly inform to the payer which concepts

IV About Proprietorship and Participants

1. Although the network forms a global unit, it is formed by assets that are the infrastructures that integrate their participants, in a way that the participants keep the proprietorship of each infrastructure they have contributed, and thus, the network has multiple proprietors. The proprietorship is accredited, in order of preference:

1. In the way that freely agree the participants.
 2. Provision of documents such as bills or alike.
 3. The information provided through the network tools and published.
 4. The proprietorship of the estate where the installation is located.
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2. At the same time, a single infrastructure can have several proprietors. In this case, and always in the absence of any agreement between the proprietors, the proprietorship is shared according to the investment made by each one.
 3. Although there can be different levels of participation for each proprietor, the terms and conditions are the same for all the participants.
 4. The proprietors are the responsible for managing their infrastructures respecting the FONN Compact.
 5. One of the pillars of the open network is the information about its components. The proprietors must provide reliable information about their contributions and contact details through the network tools, being aware that this information will be made publicly available. They have the right to access, modify or cancel them at any time. The provision of malicious information may lead to the suspension of the FONN Compact agreement.
 6. The proprietorship is an asset, and as such it has a value, thus, it can be transferred between participants, either by cession, sale, or any other transfer legal form. The proprietorship transfer to new participants implies their acceptance of the FONN Compact.
 7. The integration of assets to the network is essential to promote its growth and development because it is the main way to attract investment and provide sustainability, thus it is advisable to protect and promote it. To this end, when contributing new infrastructure, the participants, aside from getting connectivity with the rest of the network, they can also give themselves priority on the bandwidth available in their segments, on the sole condition of respecting the criteria of section "About Network Management and Traffic Shaping" and leaving the surplus bandwidth available to the rest of the traffic.
 8. In the case a participant finalizes the FONN Compact agreement, he recovers all the his infrastructures, except from those which deployment required licenses or permissions from third parties and they were given on behalf of the network or the Foundation, or when the proprietorship is shared. In these cases the parties can agree on how to solve the situation in a fair way for all of them. In the case of a transfer, the rest of proprietors have the right of pre-emption.
 9. The exercise of the proprietorship of an infrastructure implies, at least, that meanwhile this network segment is operative, an electronic communication service that allows the connectivity is offered. Although the proprietor is not responsible for the availability given, it is expected that he maintains his infrastructures in a reasonable service level according to their characteristics and in a way that it doesn't harm the proper functioning of the network. In the case of extreme abandonment of these functions by the proprietor, the participant loses the proprietorship, which will be considered orphan.
 10. In the case of an orphan infrastructure, the proprietorship is transferred to anybody who wants to exercise it. In the case no body wants to, it is transferred to the Foundation or it is considered abandoned, in which case it is withdrawn

from the network being the last proprietor for its dismantlement.

11. When locations are made available to host network infrastructures without compensation, independently to the rest of proprietors, it is understood that they will facilitate the connection as open as possible according to the nature of the installation. In the case of space or capacity limitations, they must allow the traffic according to the FONN Compact, be reasonable, and applying good practices, being the same for all the users without any discrimination, and without implying the hiring the services of any specific operator although this may be co-proprietor of the infrastructure. What is foreseen in point VI.3 of section "About Network Management and Traffic Shaping (Quality of Service)" should suffice for those operators that offer services with compromise.

This condition is inalienable when it is about public domains managed by public administrations because they have the legal obligation to guarantee the non-discrimination.

For instance:

1. In the case of wireless communications, the coverage antennas meant for simple connections must allow connections from other operators and from the users.
 2. In the case of cables and ducts, although the promoters may set point-to-point private connections, there must always be spare space to allocate open network infrastructure.
12. The transfer of space to allocate radio-communication antennas is always reversible at any time at the proprietor request and they do not create any servitude.

V About the role of the Guifi.net Foundation

1. Give support to guifi.net respecting its genuine nature, its organization and working methods.
2. Give legal personality to guifi.net for any purpose necessary to allow the normal course of the exercise of its activity as an operator of the network on an equal rights and duties respect to whatever other operator, as for, but not limited to, receive licenses, public and private spaces occupation, represent, make agreements and notifications on behalf of guifi.net with public administrations or third parties, make interconnection agreements with other operators and join Internet bodies.

Subscribing the FONN Compact the participants accept the delegation of all these functions to guifi.net and to the Foundation, without renouncing to their right to exercise them by themselves.

3. Defend and support the interests of the participants, the good use of the FONN Compact, and the name of guifi.net, being able, when necessary, to undertake legal actions or claim reparation in those bad faith cases where intended damage to guifi.net or its users is sought.

VI About Network Management and Traffic Shaping (Quality of Service)

1. The management of the network must be public and open to the participation of everyone who wants to.
2. When necessary due to network management needs, the network traffic implementation priorities are:
 1. Interactive traffic (instant messaging, voice conferences, browser, etc.)
 2. Massive or deferred traffic (transfers, e-mail, copies, etc.)
3. If priorities are implemented and they are not restricted to self priority (preference in traffic, not in quotas), the network members must make them publicly available. These priorities can neither be arbitrary nor discretionary, and they cannot impede the exploitation of the surplus traffic. There must be well justified technical reasons to implement traffic priorities.
4. As part of the network management tasks, in the case of an abuse of the type described in point IX.5 of section "About Services, Content, and The Internet", the traffic or the connection of the originator may be suspended, with prior notice whenever possible. This suspension does not imply an immediate suspension of the FONN Compact agreement, but it must be taken as a warning.

This option cannot be used, in any case, to impede the free participation and circulation of services and contents described in the FONN Compact.

The generation of inappropriate traffic or the block of other participants traffic, generates a conflict that must be resolved according to the section "About Conflict Resolution and Jurisdiction" and that may lead to the suspension of

the FONN Compact agreement with the originator.

5. The network availability is not guaranteed in a global sense. In the case of a participant who wants to self-guarantee service levels he can do it by: doing it himself by acquiring the share proprietorship of those network segments of his interest, making agreements with third parties and/or contracting professional services to reach the desired level of service or availability.
6. The professionals and the operators that accept compromises of connection services with specific characteristics are responsible for clearly informing their costumers about those characteristics as described in point III.7 and for doing their best to fulfill them, including, whenever necessary, the maintenance and improvement of segments that expand the network. In the case of segments shared with other operators they must decide how to carry out these maintenance and improvement tasks. The Foundation may rule how to cover these costs in the case of lack of consensus, always exercising proportionality.

VII About Responsible Deployment and Environmental Stewardship

1. Because it is an open network, duplication in infrastructures must be avoided, impeding the coexistence of several open networks in a same physical space, specially when it is about resources with limited capacity or exists a potential environmental impact.
2. The common use of unlicensed radio-frequency spectrum prevails over the private or the commercial uses. The governments, the legislators and the regulators are requested to pass the appropriated regulations to make this happen.
3. The radio-frequency spectrum, including the licensed bands and beyond the applicable regulations which may be obsoleted due to the fast technological evolution, must be used in a responsible way, according to the best practices and without exceeding unnecessarily the transmission powers.

VIII About Security and Responsibility

1. The users are responsible of their security and have the right to protect themselves and protect their intimacy, to avoid the intrusion into their systems and to cypher their communications. The open network provides the appropriated medium to do so.
2. Private networks can be connected to the open network and control access through firewalls may be implemented. Those segments are excluded from the FONN Compact and are not part of the neutral, free and open network, and their sponsors are responsibility for their security.
3. The open network is not responsible for any damage a user may suffer during its use.
4. Each user is responsible for his use of the network, the contents he contributes and his acts. In any case the responsible will be the participant that gives access to the user, nor the rest of the participants, nor guifi.net as a whole.

IX About Services, Content, and The Internet

1. The network provides an electronic communication service available to the public in general. There is the right to add new contents and services of any kind beyond this basic service.
2. The network is the medium on which the free transmission of the contents is made, but it has nothing to do with them nor is responsible for them, as already stated in the section "About Security and Responsibility".
3. The copyright holders of the contents choose the terms and conditions of their use. If they are not explicitly stated, it is understood that they can be freely distributed, as stated in the Creative Commons (by-sa) [3] license or the GNU/FDL [4] license.
4. In the case of services, the provider is responsible for deciding whether the service is "as it is" or with service guarantee. If it is not specified and the service is free-of-charge, it is understood that it is an "as it is" service, thus, it is offered without any guarantee.
5. Freedom of thought, thinking, expression and communication must be respected. This is not incompatible with filtering the malicious traffic generated by unwanted messages, inappropriate or illegal content, intended to restrict these freedoms of other users or to offend them.

6. The network, as neutral, free and open, has the unequivocal vocation to be another network of the big network of networks which is Internet. Thus, guifi.net wants to actively participate in the Internet organizations, and, as an operator, to establish interconnection agreements with the rest of the operators.

Nonetheless, currently in the Internet, other operators may be more restrictive and less open in regard to the interconnection with their networks, doing, for instance, a commercial exploitation of the interconnection or the traffic. Because in these cases is not possible to apply the reciprocity principle, the Internet traffic towards these operators is considered to be out of the FONN Compact, and as such it must be considered as a content. Thus, this type of interconnection is offered to the participants as any other service in the network, the most frequent ways are:

1. The interconnections provided by the participants from the Internet connections they may have with other operators.
2. The interconnections that result from the peering process with other operators.

Whoever offers these services establishes if they are offered as an "as it is" services or with some services compromises.

7. Reciprocity principle.

In the case of an interconnection service with another network which is not under the FONN Compact agreement or it

is managed in a different way by other organizations but in essence follows the same criteria of neutral, free and open network, keeping the same freedoms and general principles and allowing the free interconnection, a mutual recognition of the same rights regarding the free circulation of contents and services can be established.

X About Conflict Resolution and Jurisdiction

1. In the case of questions, doubts or conflicts of interpretation or application of the FONN Compact, everybody has the right to request clarification to the board of the Foundation

The request must be formalized by an e-mail sent to the board ([patronat\(at\)guifi.net](mailto:patronat(at)guifi.net)), with the topic explicitly stated in the subject (e.g. "Question/Conflict about the FONN Compact with regard to ...") and a clear and well supported description of the facts, the motivations, the affected FONN Compact points, the proposals, etc. That is to say, making sure that it is well documented and comprehensible.

Once the e-mail is received by the board, depending on its nature, the following procedure will be applied

1. Decide whether the issue is sufficiently supported to either accept or reject it. If it is rejected the process is finished.
 2. Decide whether the issue will be resolved by the Foundation itself or it will appoint a specific commission with the only mandate to resolve it.
Nobody effected by the issue can be participate in the group appointed to solve it. If it were the case he should refrain from it.
The group in charge of deliberating and solving an issue must make decisions by vote, and in order to avoid ties, the number of members must be and odd number.
 3. Decide whether the documentation provided suffices or if a period for public informative processes to collect more data must be opened. When an issue effects third parties this period is mandatory to let everybody to express their opinion on the considered issue.
 4. Once the period for public informative processes is finished the board or the commission must debate and lastly, rule.
2. The resolutions must be based on the FONN Compact spirit, and in the case of a conflict or unfulfillment, they must make decisions and propose solutions in order to amend the situation.
 3. In extreme cases, the FONN Compact agreement with a participant can be ceased. The participant can recover his infrastructures according to the section "About Proprietorship and Participants". Penalizations and compensations can not be ruled this way. If needed, they must be submitted to the competent court.
 4. The resolutions can be appealed or, alternatively, the issue can be submitted to the competent court.
 5. The Foundation is established according "Llei de Fundacions 4/2008 de Catalunya [5]" (" 4/2008 Foundations Law from Catalonia"). For legal matters and in the case of a conflict, unless the parties agree otherwise, the applicable jurisdiction by the Foundation and by the FONN Compact is the applicable by the competent court in Barcelona according to in accordance with current legislation in Catalonia.

XI About the License of this Document

1. The content of the FONN Compact can be changed or modified under the Creative Commons (by-nc-sa) [6] license or the GNU/FDL [4] license.

Commercial usage is not permitted

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2. We encourage the organizations of the rest of the world to promote the Neutral, Free and Open Network by either adopting the FONN Compact or adapting it to its organization and working methods to make the interconnection of the networks possible through the reciprocity principle.

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