

# Conditions for using Information Technology Facilities

## Introduction and Definitions

These Conditions for Using Information Technology (IT) Facilities, hereafter referred to as "**the Conditions**", cover the use of all IT facilities administered by the University of Aberdeen, hereafter referred to as "**the University**", including use at the University's property and/or use through any networked links to the University's IT facilities. "**IT facilities**" include servers; desktop computers; portable computers; computer peripherals; video conferencing facilities; networks and associated equipment; networking elements which link the facilities together; and any software and data associated with these facilities. Where reference is made to the "**appropriate authority**" this denotes:

- the Director of Information Technology - for IT facilities administered by the Directorate of Information Technology (DIT);
- the relevant Head of Department, section or unit – for other IT facilities.

In either case this authority may be delegated to another member of staff. The Conditions apply to use by employees and students of the University and by any other person authorised to use these facilities, hereafter referred to as "**users**". When interpreting the Conditions, the appended **Notes for Guidance** should be referred to as appropriate.

## Conditions of Use

- 1. IT facilities are provided solely for University purposes**, unless otherwise authorised as described in paragraphs 1.1 and 1.2 below.

"**University purposes**" means use by employees in accordance with their normal duties of employment and by students in connection with their University education, but excludes personal use, consultancy or services leading to commercial exploitation, and work of significant benefit to the employer of a student on industrial placement or part-time course.

- 1.1 On special application being made to the appropriate authority, the use of IT facilities for work outside the scope of normal University purposes, including consultancy and use by external users, may be authorised.**

There may be a charge for the provision of such facilities, as determined by the appropriate University officer and any person authorised to make such use of the facilities must accept the responsibility for the payment of any such charges.

- 1.2 Some personal use of IT facilities may be permitted, provided that it does not inhibit the use of facilities for University purposes by other users and, in the case of employees, does not interfere with the performance of their University duties.** Permission for personal use is at the discretion of the appropriate authority, is subject to guidelines provided by that authority, and may be withdrawn at any time, whether or not any breach of those guidelines is deemed to have taken place.

- 2. No use which brings or might bring the University into disrepute is permitted.** In particular, harassment of another person through e-mail or other electronic communication, sending e-mail which is obscene, racist, threatening or deliberately offensive in nature, or the deliberate access to, retention of or distribution of obscene, racist or offensive material will be treated as a contravention of these Conditions.
- 3. The use of particular facilities may require specific authorisation.** Such authorisation may impose restrictions on use, additional to those contained in this document, and is limited to the user to whom the authority has been granted, unless specified otherwise. This authorisation is at the discretion of the appropriate authority and may be withdrawn if there is a change in circumstances.

It is the responsibility of users to ensure that they have the appropriate authorisation to use such IT facilities. Any withdrawal of authorisation will be notified to users. Any use or knowing attempt to make use of IT facilities in an unauthorised manner is prohibited.

4. **Users are required to take all reasonable precautions to maintain the integrity of passwords and any other security mechanisms.** Users are responsible for the security of their own password. Where, in exceptional circumstances, it is necessary for a user to divulge his or her password to another user, that user must maintain the confidentiality of the password and must not make use of the password beyond the exceptional circumstances.
5. **No user shall wilfully or recklessly take or omit to take action that impairs or jeopardises the performance, usability, accessibility or security of IT facilities.**
6. **Users connecting equipment to the University network must comply with procedures set down by the Directorate of Information Technology.** The Director of Information Technology shall have the power to remove from the University network any system that is jeopardising or interfering with the operation of the network or that is being used for purposes which contravene these Conditions.
7. **Users must respect the confidentiality, integrity, security and access restrictions of software and data which may become available to them through their use of IT facilities.**
  - 7.1 No part of such software or data may be copied, modified, deleted, disseminated or used without the permission of the appropriate person or body.
  - 7.2 Users must comply with the terms of any licence agreement between the University and a third party which governs the use of software and/or access to data.
  - 7.3 Appropriate security measures must be taken against unauthorised or accidental access, alteration, loss or destruction of any such software or data that comes under a user's control.
8. **Users must comply with the provisions of any current United Kingdom or Scots law,** including laws relating to:
  - Intellectual property rights including copyright and trademarks
  - Computer misuse
  - Data protection
  - Defamation, race relations and other discrimination
9. In addition to these Conditions, **users must adhere to any other Codes of Practice, instructions or guidelines issued by the University that are relevant to the use of IT facilities.** In particular, use of University IT facilities for the publishing of information must adhere to the University's *Code of Practice for the Publishing of Electronic Information* [[www.abdn.ac.uk/dit/policy.php](http://www.abdn.ac.uk/dit/policy.php)].
10. **Access via University IT facilities to external IT facilities not administered by the University is subject both to these Conditions and to any conditions of use imposed by the administrators of the external facilities.** This includes use of the *Joint Academic Network (JANET)* and other external networks, and access to IT facilities available over such networks.

Networked services administered by the University must not be used for unauthorised access to or activity on remote facilities.
11. **If there are grounds for suspecting that these Conditions have been or are about to be contravened, the appropriate authority shall have full and unrestricted power to access or monitor data and computer files and to take all steps which may be deemed necessary in order to protect the security**

**and integrity of the University's IT facilities or to remove or prevent distribution of any material which might bring the University into disrepute.**

Such steps may include the immediate suspension of a user's authorisation to use some or all IT facilities, pending an investigation by an Authorised Officer of the University. Such immediate action shall not prejudice the final determination of the issue.

Users are required to provide access to data and computer files, if requested to do so by the appropriate authority, and may be required to make encrypted data available in human-readable form.

The University reserves the right to access or require access to any material held on computer to check compliance with the Conditions, to ensure that the University is complying with its statutory and/or contractual obligations and otherwise as the University may reasonably consider appropriate.

**12. It shall be at the sole discretion of the University, which shall be exercised reasonably, to decide whether or not these Conditions have been contravened.**

**Breaches of these Conditions will be dealt with under the appropriate University disciplinary procedures** and may, where it is alleged that an offence has occurred under any current UK or Scots law, be reported to the Police.

**When appropriate, the use of IT facilities may be suspended immediately, pending investigation by an authorised officer of the University.**

In the event of costs being incurred by the University as a result of a breach of these Conditions by a user, that user may be held responsible for the reimbursement of these costs.

**13. Authorisation to use IT facilities ceases automatically for employees on termination of employment by the University and, for students, on termination of their period of study at the University,** unless prior arrangement has been made with the appropriate authority to extend the period of authorisation.

The University has no obligation to retain a user's computer files after that user's authorisation has terminated.

**14. The University will not accept any liability** for loss or corruption of information held, or for damages, injury to third parties, economic loss whether caused by negligence or otherwise, or expenses which may result from the use of IT facilities or withdrawal at any time of any of the IT facilities by the University.

**15. The University reserves the right to take legal action against individuals** who cause it to be involved in legal proceedings as a result of a breach in these Conditions, and to seek reimbursement of any consequent damages, costs or other expenditure awarded against the University or incurred by it.