



Keele University

## IT Conditions of Use (IT Regulations)

<b>Policy owned by:</b>	<b>Finance and IT Directorate</b>
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## IT Conditions of Use (IT Regulations)

The aim of these regulations is to help ensure that the IT facilities can be used safely, lawfully and fairly.

The issues covered by these regulations are complex and you are strongly urged to read the accompanying guidance notes from [keele.ac.uk/it/policiesandprocedures](http://keele.ac.uk/it/policiesandprocedures). This gives more detailed information that we hope you will find useful.

### 1 Scope

These regulations apply to anyone using the IT facilities (hardware, software, data, network access, third party services, online services or *IT credentials*) provided or arranged by Keele University.

Throughout the regulations reference is made to the following terms

- University – Keele University
- Members of the University include staff, students and visiting authorised users
- User – member of the University
- Director – Director of Finance & IT or designated officer
- JANET – Joint Academic Network
- IT systems – communication, telephones, network facilities, hardware, software
- Username - IT Account Name
- IT Credentials – username and password, smart card, identity hardware

### 2 Governance

When using IT, you remain subject to the same laws and regulations as in the physical world.

It is expected that your conduct is lawful. Furthermore, ignorance of the law is not considered to be an adequate defence for unlawful conduct.

When accessing services from another jurisdiction, you must abide by all relevant local laws, as well as those applicable to the location of the service.

You are bound by the University's general regulations when using the IT facilities, available at [keele.ac.uk/regulations](http://keele.ac.uk/regulations)

You must abide by the regulations applicable to any other organisation whose services you access such as Janet, Eduserv and Jisc Collections.

When using services via Eduroam, you are subject to both the regulations of the University and the Institution where you are accessing services.

Some software licences procured by the University will set out obligations for the user – these should be adhered to. If you use any software or resources covered by a Chest agreement, you are deemed to have accepted the Eduserv User Acknowledgement of Third Party Rights. (See accompanying guidance for more detail.)

Breach of any applicable law or third party regulation will be regarded as a breach of these IT

regulations.

### **3 Authority**

These regulations are issued under the authority of the Director who is also responsible for their interpretation and enforcement, and who may also delegate such authority to other people.

You must not use the IT facilities without the permission of the Director.

You must comply with any reasonable written or verbal instructions issued by people with delegated authority in support of these regulations. If you feel that any such instructions are unreasonable or are not in support of these regulations, you may raise the matter in the first instance through the IT Service Desk.

### **4 Intended use**

The IT facilities are provided for use in furtherance of the mission of the University, for example to support a course of study, research or in connection with your employment by the institution.

Use of these facilities for personal activities (provided that it does not infringe any of the regulations, and does not interfere with others' valid use) is permitted.

Use of these IT facilities for non-institutional commercial purposes, or for personal gain, requires the explicit written approval of the Director.

Use of certain licences is only permitted for academic use and where applicable to the code of conduct published by the Combined Higher Education Software Team (CHEST) at <http://www.chest.ac.uk/Chest-Agreements>. See the accompanying guidance for further details.

### **5 Identity**

You must take all reasonable precautions to safeguard any IT credentials issued to you. You must not allow anyone else to use your IT credentials. Nobody has the authority to ask you for your password and you must not disclose it to anyone.

You must not attempt to obtain or use anyone else's credentials.

You must not impersonate someone else or otherwise disguise your identity when using the IT facilities.

### **6 Infrastructure**

You must not do anything to jeopardise the integrity of the IT infrastructure by, for example, doing any of the following without approval:

- Damaging, reconfiguring or moving equipment
- Loading software on the University's equipment other than in approved circumstances
- Reconfiguring or connecting equipment to the network other than by approved methods
- Setting up servers or services on the network
- Deliberately or recklessly introducing malware

- Attempting to disrupt or circumvent IT security measures

## **7 Information**

If you handle personal, confidential or sensitive information, you must take all reasonable steps to safeguard it and must observe Keele University's Data Protection and Information Security policies and guidance, available at [keele.ac.uk/dpa](http://keele.ac.uk/dpa), particularly with regard to removable media, cloud services, mobile and privately owned devices.

You must not infringe copyright, or break the terms of licences for software or other material.

You must not attempt to access, delete, modify or disclose information belonging to other people without their permission, or explicit approval from the Director.

You must not create, download, store or transmit unlawful material, or material that is indecent, offensive, threatening or discriminatory. The University has procedures to approve and manage valid activities involving such material available at [keele.ac.uk/researchsupport/researchethics](http://keele.ac.uk/researchsupport/researchethics) and these must be observed.

The University's publication scheme is at [keele.ac.uk/paa/governance/publicationscheme](http://keele.ac.uk/paa/governance/publicationscheme). You must abide by this scheme when publishing information.

## **8 Behaviour**

Standards of behaviour expected in the physical world apply online and on social networking platforms, such as Facebook, Blogger and Twitter.

You must not cause needless offence, concern or annoyance to others.

You should also adhere to the University's guidelines on social media.

You must not send spam (unsolicited bulk email).

You must not deliberately or recklessly consume excessive IT resources such as processing power or network bandwidth.

You must not use the IT facilities in a way that interferes with others' valid use of them.

## **9 Monitoring**

The University monitors and records the use of its IT facilities for the purposes of:

- The effective and efficient planning and operation of the IT facilities
- Detection and prevention of infringement of these regulations
- Investigation of alleged misconduct

The University will comply with lawful requests for information from government and law enforcement agencies.

You must not attempt to monitor the use of the IT facilities without explicit authority – see [keele.ac.uk/it/policiesandprocedures/](http://keele.ac.uk/it/policiesandprocedures/)

## **10 Infringement**

Infringing these regulations may result in sanctions.

Penalties may include withdrawal of services and/or fines.

Offending material will be taken down.

Information about infringement may be passed to appropriate law enforcement agencies, and any other organisations whose regulations you have breached.

Keele University reserves the right to recover from you any costs incurred as a result of your infringement.

You must inform the Director if you become aware of any infringement of these regulations.

## **11 Liability**

The University has no obligation to retain a user's IT resources after their authorisation has ended.

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 or withdrawal at any time of such facilities by the University.

The University reserves the right to take legal action against an individual who causes it to be involved in legal proceedings as a result of a breach of this policy and to seek reimbursement of any consequent damages, costs or other expenditure awarded against the University or incurred by it.

The University accepts no responsibility for the correctness of results produced by IT systems, for the failure of the facilities to produce results, for the loss or corruption of stored information or for any consequential loss or damage.