



## IT Acceptable Use Policy

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Policy Statement on the acceptable Use of the University's IT and Communications System by Staff, Students and other Users

**1. INTERPRETATION**

The terms listed below have, within these Regulations, the meanings given for each.

- 1.1 University  
Aston University.
- 1.2 Relevant Staff  
The staff of the University, as required for implementing or enforcing these Regulations, and as shall be identified from time to time on the University website on a webpage linked to these Regulations.
- 1.3 Staff  
Staff, whether academic, administrative, technical, or other, currently employed by the University, or engaged on a contract of service.
- 1.4 Student  
An individual currently enrolled or registered with the University, or undertaking study of any kind provided by, at, or under the auspices of, the University.
- 1.5 Visitor  
An individual, other than Staff or Students, who uses the ICT Facilities in any way.
- 1.6 Damage  
Any deliberate, reckless, or accidental act, including denial of access or service, degradation of usability, or any modifications to hardware or software, that incurs time or cost in restoring the IT facility or other property to its original state.
- 1.7 Communications and Data  
The creation, storage and processing of any and all communications and/or data by Users including without limitation emails, files (electronic or otherwise), faxes and post.
- 1.8 Software  
Consists of programs, routines, procedures, databases, works, data, or other digital information, and any associated documentation, which can be created or implemented on, stored in, or transmitted by, a computer system. Includes software owned by, or licensed to, the University and software owned by, or licensed to, the User.
- 1.9 Computer, Computer System and Computer Network mean that equipment which is:
- 1.9a The property of the University or leased/rented to it; or 1.9b On loan to the University from third parties; or 1.9c The property of parties who have contracted with the University and which is located in the University, or attached to the University's computers, computer systems or computer networks; or
- 1.9d Used on the University's premises or connected to the University Network, irrespective of ownership.
- 1.10 University Network  
All cabling and communication equipment, owned or leased by the University, which transmits, receives or conveys information electronically.

- 1.11 ICT Facility  
Any University facility comprising or including Software, Computers, Computer Systems, University Network, or Computer Networks.
- 1.12 User  
Any person using ICT Facilities or services.
- 1.13 Username  
Any User reference provided to a registered User that can be Used with the password provided to make Use of ICT Facilities.
- 1.14 Use  
Use in relation to any Software included in any ICT Facility extends to, but is not limited to, any retrieval, consultation, organisation, adaptation, alteration, transmission, dissemination or otherwise making available, alignment, blocking, erasure or destruction, storage, creation, hindering or preventing access or performing, whether directly or indirectly, any other operation or function.  
Use in relation to any Computer, Computer System, University Network, or Computer Network equipment included in any ICT Facility extends to, but is not limited to, making it, or any part of it, perform any function or operation whatsoever, and includes hindering or preventing access to it, or any part of it.

## **2. SCOPE**

These Regulations apply to:

- 2.1 Type of individual  
All Staff, Students, Visitors, and any others using ICT Facilities or services.
- 2.2 Type of Use  
Academic, administrative and any other Use of ICT Facilities or services.
- 2.3 Type of ICT Facility  
Computers, Computer Systems and Computer Networks; all Software and data thereon; all computer-based information systems provided for academic, administrative or other purposes.
- 2.4 Equipment Covered  
ICT Facilities owned, leased, hired or otherwise provided by the University. ICT Facilities connected directly or remotely to the University's Network or ICT Facilities, and any other ICT Facilities Used on the University's premises, whether or not owned, leased, hired or otherwise provided by the University.

### **3. LAW**

#### **3.1 Applicable laws (as amended) include, but are not limited to:**

- 3.1a GDPR Regulation 2016
- 3.1b Data Protection Act 1998/2018
- 3.1c Copyright, Designs and Patents Act 1988
- 3.1d Computer Misuse Act 1990
- 3.1e Obscene Publications Acts 1959 and 1964
- 3.1f Protection of Children Act 1978
- 3.1g Defamation Acts 1952 and 1996
- 3.1h Public Order Act 1986
- 3.1i Race Relations Act 1976
- 3.1j Protection from Harassment Act 1997
- 3.1k Telecommunications Act 1984
- 3.1l Interception of Communications Act 1985
- 3.1m Regulation of Investigatory Powers Act 2000
- 3.1n Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000

#### **3.2. Regulations and law**

These Regulations apply subject to, and in addition to, the law. In all cases involving a breach of the law, criminal and/or civil sanctions may apply. Apart from the above and other relevant legislation, there may be other legal rights protected under common law, such as the law relating to confidential material or libel.

### **4. REGISTRATION**

#### **4.1 General**

- 4.1a All Users must be registered to Use the ICT Facilities. Username(s) and password(s) will be provided to the User, and the User must not disclose his/her password(s) to any other person, whether a member of the University or not, nor must any User ask another User to disclose his/her password(s), unless such disclosure is required in connection with the conditions of the University's Policy Statement on the Use, and Monitoring of the Use, of the University's Communications System by Staff, Students and other Users, in which case, the User must disclose his/her password(s) to the Relevant Staff. This requirement may be extended by prior agreement between the Head of School/Support Service and the Relevant Staff to allow Staff individually to have delegated authority to require a User to disclose his/her password(s) solely to access the User's Communications and Data during absences from the office, due to holidays, sickness, time off in lieu, flexi leave, maternity leave or other similar reasons, or when the User is unable to access his/her Communications and Data.
- 4.1b Registration to Use ICT Facilities, or the Use of ICT Facilities, constitutes acceptance of these Regulations.
- 4.1c The granting of access rights to some ICT Facilities will be by the provision of Usernames and passwords giving access to locations, hardware and/or Software facilities. The provision of such Usernames and passwords will constitute authorisation for the Use of those ICT Facilities, for the purposes specified in the request for registration, and under the conditions applicable to those ICT Facilities.
- 4.1d Users must not Use another User's Username or password, nor allow any password issued to them, or subsequently changed by them, to become known to any other person, unless required to do so in connection with the conditions of the University's Policy Statement on the Use, and Monitoring of the Use, of the University's Communications System by Staff, Students and other Users. Having logged in,

Users must not leave equipment unattended such that their Username is potentially usable by another person.

4.1e Users must notify the Relevant Staff of any change in their status, or that of any Visitor for whom they are the University contact, and which may affect their or their Visitor's' right to Use ICT Facilities. This does not apply to Students completing their programme of study.

#### 4.2. How to Register

A list of those postholders who may authorise requests to the Relevant Staff for registration will be publicised in the ICT Facilities.

##### 4.2a Staff

Staff require the written permission of their Head of School/Support Service before any request is made to the Relevant Staff for registration to Use ICT Facilities. This requirement may be waived by prior agreement between the Head of School/Support Service and the Relevant Staff to allow requests to be made for registration, for or on behalf of individual staff.

##### 4.2b Students

Students require the written permission of a designated member of Staff, agreed to be appropriate by the Relevant Staff, for any request to the Relevant Staff for registration to Use ICT Facilities, unless certain classes of Student or certain ICT Facilities are specifically exempted from this requirement by the Relevant Staff.

##### 4.2c Visitors

Visitors require the written authority of a designated member of Staff, agreed to be appropriate by the Relevant Staff, but who will usually be the member of Staff who is the University contact for the Visitor(s), for any request to the Relevant Staff for registration to Use ICT Facilities. This requirement may be waived by prior agreement between the Head of School/Support Service and the Relevant Staff to allow requests to be made for registration, for, or on behalf, of individual visitors or groups of visitors.

## 5. CHARGING

### Registration and Use

5.1 Users may be charged for registration and/or for Use of ICT Facilities. Where such charges are levied, they will be publicised in advance.

### Damage

5.2 Users may be charged for the restitution cost, as reasonably determined by the Relevant Staff, in relation to any Damage they cause to any ICT Facilities. Other sanctions may also be imposed, under the terms of the appropriate University disciplinary regulations and/or procedures.

## 6. USE

6.1 Users should not, in any way, cause any form of Damage to the ICT Facilities, nor to any of the accommodation or services associated with them.

6.2 Users are responsible for making themselves familiar with, and complying with, the terms and conditions of all licence agreements relating to ICT Facilities that they Use. Copies of licence agreements may be consulted on request either to the Relevant Staff or online via the ICT Facilities, as appropriate.

6.3 Users must not infringe any copyright, including any moral right under copyright law. In particular, Users must not copy, modify, or disseminate, in whole or in part, any Software, without the written permission of the copyright owner, except that Software for which the User owns the copyright.

- 6.4 Except where such Users are specifically permitted to do so, within the provisions of copyright law, Users must not modify any Software nor incorporate any part of the provided Software into their own work.
- 6.5 Users must not load onto the ICT Facilities any unauthorised Software. In case of doubt, they should consult the Relevant Staff.
- 6.6 Users must not deliberately, recklessly, or negligently introduce any virus, worm, Trojan Horse or other harmful or nuisance program or file into any ICT Facility, nor take deliberate reckless or negligent action to circumvent any precautions taken or prescribed by the University to prevent this, except for the purposes of teaching and learning, or research, under the express direction and supervision of Relevant Staff.
- 6.7 Users must not delete or amend the data or data structures of other Users without their explicit permission.
- 6.8 Users must not exceed the terms of their registration by connecting, or attempting to connect, to any ICT Facility for which they are not registered.
- 6.9 Users of external networks and remote ICT facilities must comply with any published rules for their Use, and it is their responsibility to ensure that they are familiar with those rules.
- 6.10 Users must ensure that they commence and terminate each session of Use of ICT Facilities in accordance with any relevant instructions that are either given to them, or made available online for their consultation via the ICT Facilities.
- 6.11 Consumables, including stationery, must be Used for the purpose for which they are supplied and their consumption should be minimised as far as is reasonably possible. Used and scrap paper should be disposed of in the waste bins provided, so as to minimise any possible fire risk.
- 6.12 Users must not wilfully:
- 6.12a Damage, or attempt to Damage, in any way, Software belonging to another User; or
- 6.12b Make unauthorised copies of any Software belonging to the University or to another User; or
- 6.12c Make Use of, or attempt to make Use of, any Username for which they are not registered.
- 6.13 Users making Use of the UK academic networking services and facilities funded by the Higher Education Funding Councils must comply with the latest version of the JANET Acceptable Use Policy, which is available either online via the ICT facilities or on request from the Relevant Staff.
- 6.14 Each User is responsible, and accountable, for all activities carried out under his/her Username. It is the responsibility of each User to maintain the security of his/her Username and password. The password issued to, or subsequently changed by, each User must not be divulged to any other person, unless there is a requirement to do so in connection with the conditions of the University's Policy Statement on the Use, and Monitoring of the Use, of the University's Communications System by Staff, Students and other Users.
- 6.15 Registered Users must have an authorised entry card to enter some of the University's computer rooms outside normal opening hours. They must not give or lend this card to anyone else, and they must not admit anyone else without such a card to any of these rooms.
- 6.16 Users using the ICT Facilities may be asked to show some form of identification (ID) at any time; anyone without adequate ID, or unwilling to show ID, may be asked to leave the ICT Facility immediately.

6.17 A User who suspects that his or her username and password have been compromised must inform the Relevant Staff without delay.

## **7. NON-UNIVERSITY USE**

7.1 Personal Reasonable Use of ICT Facilities for personal purposes is permitted, providing that it does not conflict with these Regulations, the JANET Acceptable Use Policy, or civil or criminal law. Personal Use of ICT Facilities may be subject to charge. In the case of members of Staff, such Use should normally take place in their own time and should not conflict with their own work or that of the University as a whole. Students must desist from Using the ICT facilities for personal reasons, if so instructed by a member of Staff.

### **7.2 Commercial**

The Use of ICT Facilities for commercial gain must have the informed and explicit prior permission of the Relevant Staff and may be subject to charge.

### **7.3 Placement**

The Use of ICT Facilities to the substantial advantage of other bodies, such as employers of placement Students, must have the informed and explicit prior permission of the Relevant Staff and may be subject to charge.

### **7.4 Visitors**

The Use of ICT Facilities by Visitors must have the informed and explicit prior permission of the Relevant Staff, as detailed in 4.2c, and may be subject to charge.

## **8. EQUIPMENT**

### **8.1 Health & Safety**

Users are responsible for ensuring that they are sufficiently familiar with the operation of any equipment they Use to make their Use of it safe and effective.

### **8.2 Movement and power supply**

No equipment may be moved without the prior permission of the Relevant Staff. Except as set out in published instructions, equipment must not be switched on or off without the permission of a member of Staff.

### **8.3 Computer Network connection**

No equipment may be connected in any way to any Computer Network or to any other ICT Facility of the University without the explicit and prior permission of the Relevant Staff.

### **8.4 Wireless networks**

Irrespective of whether it is connected directly, indirectly, or not at all, to the University Network, no User shall set up, or cause to have set up, any wireless base-station or network, anywhere on the University's premises, without prior consultation with the Relevant Staff. In such cases, the said wireless base-station or network must conform to any operational rules procedures and guidelines for wireless networks that are operative within the University.

For purposes of clarification: a) the normal use of wireless cards or similar, with or within the User's own equipment, for connection to existing University Network access points, is permitted and, b) premises includes all land and buildings, including residences.

## 8.5 Loans

Equipment may only be borrowed with the written permission, in the appropriate form, of the Relevant Staff. Any equipment borrowed must be returned by the due date agreed when the loan was made.

## 9. BEHAVIOUR

### 9.1 Users must not:

- 9.1a Send messages, by any means, to any organisation or individual, inside or outside the University, that may be perceived to be religiously, racially, sexually or personally abusive; that may, without due cause, give offence or cause alarm or distress; or that amount to harassment; or that may be defamatory;
- 9.1b Create, view, retrieve, download, store, disseminate, or in any way publish, any material that will be, or is likely to be, perceived as either (i) being offensive or obscene (except for the purposes of teaching and learning, or research, in so far as this is within the law and always under the express direction and supervision of Relevant Staff), or (ii) inciting unlawful activity;
- 9.1c Send unsolicited, chain or pyramid messages, or any other messages that waste the time of other Users;
- 9.1d Send anonymous messages - they must make sure that their name and identity is clear in all material and information sent;
- 9.1e Send messages that purport to be from another person or organisation.
- 9.1f Play any games, without the explicit permission of a member of Staff.

9.2 Users must take every precaution to avoid Damage to equipment. Food and drink must not be taken into rooms containing ICT Facilities for Students, unless the Relevant Staff explicitly give permission for this to happen. Smoking is not permitted in rooms containing ICT Facilities for Students.

9.3 Users must respect the rights of others and should conduct themselves in a quiet and orderly manner when using ICT Facilities. The use of mobile phones, personal stereos, or any other personal equipment that may distract or annoy other Users, is not permitted in rooms containing ICT Facilities for Students - all such equipment must be powered off.

9.4 Users must respect published times for access to ICT Facilities. They should ensure that they finish their session before the ICT Facility is due to close and comply with requests from Staff to leave the ICT Facility at the published closing time. They must also leave the ICT Facility when reasonably requested to do so by a member of Staff, for example, if the ICT Facility is about to be used for teaching, in case of an emergency, and so on.

9.5 Users must comply with any request made to them by Staff in connection with the enforcement of these Regulations.

## 10. RETENTION

### 10.1 Housekeeping

Users' Software will be subject to procedures for its removal or archiving after the User has left the University.

### 10.2 Output

Users' printout and other output will be disposed of if not collected within 15 working days, unless other arrangements are made with the Relevant Staff.



## **11. DISCLAIMER**

- 11.1 The University provides the ICT Facilities “as is”. It is the entire responsibility of the User to ensure that the ICT Facility he or she Uses is appropriate for his or her requirements, including any work, task or research. No responsibility is accepted by the University, its employees and agents for any guidance or lack of guidance provided by the University or its employees or agents in respect of the appropriateness or Use of any ICT Facility. The User is responsible for satisfying himself or herself of the veracity or correctness of any results obtained directly or indirectly from the Use of any ICT Facility.
- 11.2 Subject to section 11.3 below, no responsibility is accepted by the University, its employees or agents for any loss or Damage, howsoever caused and whether direct, indirect or consequential resulting from the Use of any ICT Facility and whether or not any ICT Facility was at any time subject to malfunction, breakdown or unavailability. In particular and without prejudicing the generality of the above, the University, its employees and agents cannot accept any liability for any loss or Damage resulting directly or indirectly from any errors in calculating or manipulating dates or times or converting currencies.
- 11.3 In respect of any non-University Use deemed to be in the course of the University’s business where the User deals as a consumer in accordance with section 1 of the Unfair Contract Terms Act 1977, the University does not limit its liability in respect of death or personal injury caused by or attributable to the negligence of the University. All other liability for non-University Use is hereby excluded and in respect of such non-University Use, the User is advised to arrange insurance against all other losses. Such insurance to be arranged and paid for entirely at the User’s own expense.

## **12. BREACH OF REGULATIONS**

- 12.1 Law  
Any breach of these Regulations may be subject to penalties under civil or criminal law and such law may be invoked by the University or by a third party.
- 12.2 Disciplinary  
Any breach of these Regulations constitutes a disciplinary offence under the University’s Disciplinary Regulations for Staff and Students.
- 12.3 Students  
In the case of an apparent breach of these Regulations by a Student, the appropriate Authorised Officer may exercise summary jurisdiction, as laid down in the Discipline of Students Ordinance and Regulations. In particular, the Student who appears to be in breach of these Regulations may be suspended from entering central and/or School ICT Facilities by the appropriate Authorised Officer(s), until the case has been investigated. In the case of exclusion from central or School ICT Facilities, such action must be reported to the next meeting of Senate, and the penalty reviewed at four week intervals, in accordance with the Discipline of Students Ordinance and Regulations.
- 12.4 Staff  
In the case of an apparent breach of these Regulations by Staff, the Relevant Staff shall report the apparent breach to the member of Staff’s Head of School, or Head of Support Service.
- 12.5 Visitors  
Any visitor who breaches, or attempts to breach, these Regulations, may be excluded by the Relevant Staff from entering or Using central and/or School ICT Facilities until further notice. Such exclusion may be permanent.