

## REGULATIONS FOR THE USE OF COMPUTING FACILITIES

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These regulations apply subject to and in addition to the law. In all cases involving a breach of the law, legal sanctions may apply. Applicable laws include The Data Protection Act 1998; The Copyright, Designs & Patents Act 1988; The Computer Misuse Act 1990; Trade Descriptions Act 1968; and The Race Relations Act 1976.

### 1. **Scope**

These regulations have the status of 'University Regulations' which apply to all staff and students and authorised visitors to the University. Any breach of these regulations will automatically be considered a breach of discipline. The IT computing facilities include personal computers whether desktop or portable, mini or mainframe computers and computer networks, all software and data thereon and all computer-based information systems provided for administrative or other purposes. The equipment covered includes: IT facilities owned, leased, hired or otherwise provided by the institution; IT facilities connected directly or remotely to the institution's network or IT facilities; and IT facilities used on the institution's premises. IT Services refers to those staff employed by the University to manage its IT computing facilities.

### 2. **Authority**

The 'designated authority' referred to throughout these regulations is as follows:

- 2.1. for academic support facilities and services: the Director of Academic Services or the Head of IT;
- 2.2. for all administrative facilities and services: the Director of Finance;
- 2.3 for facilities managed by one or more courses, the appropriate course leader(s);
- 2.4 for web publishing: the course leader/Head of IT.

### 3. **Registration**

- 3.1. Use of IT computing facilities is conditional on prior registration with IT Services, and the granting of access rights by the appropriate designated authority for the relevant facilities. Requests for registration shall be in the appropriate form and shall include details of the requester, the IT facilities required including any necessary details of type or scope of access, and the period for which access is requested.
- 3.2. Registration to use IT facilities or the use of IT facilities constitutes acceptance of these regulations and all users will be required to sign the University's Computer Users' Agreement, and to ensure they understand its conditions.
- 3.3. The granting of access rights to some IT facilities will be by the provision of user identifier(s) and password(s) giving access to locations, hardware and/or software IT facilities. The provision of such user identifier(s) and passwords(s) will constitute authorisation for the use of those IT facilities for the purposes specified in the request for registration.

- 3.4. Users must not use another user's password, nor allow any password issued to them to become known to any other person.
- 3.5. Users must notify the designated authority of any change in their status which may affect their right to use IT facilities. This does not apply to students completing their studies, or a section of their studies, in the normal way.
- 3.6. For all requests for IT service, comments or complaints, users must log their call with the Service Desk via one of the following options; self service portal: <http://servicedesk.falmouth.ac.uk/> tel 01326 213822, or email [servicedesk@falmouth.ac.uk](mailto:servicedesk@falmouth.ac.uk). When logging a call the user is expected to provide their contact details, an indication of their availability and a full description of the fault. The call is assigned a priority based upon its impact and urgency, according to our Service Level Agreement (which is available on the IT section of the intranet). A unique call reference is provided to enable the request to be effectively updated and tracked.

#### 4. **Non-institutional use**

##### 4.1. Personal

The use of IT facilities for personal purposes other than for commercial aim must have the permission of the designated authority and may be subject to charge.

##### 4.2. Commercial

The use of IT facilities for commercial gain breaches most of the University's software vendor's licensing agreements so commercial use agreements must be sought before use and must have the written prior permission of the designated authority and may be subject to charge.

##### 4.3. External

Use of IT facilities by persons other than staff or students must have the written prior permission of the designated authority and may be subject to charge.

#### 5. **Equipment**

##### 5.1. Introduction

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 and to avoid interference with the use of it by others.

##### 5.2. Movement

No equipment or other IT facility may be moved without the prior agreement of the designated authority. The designated authority may choose to delegate such responsibility.

##### 5.3. Network connection

No equipment or other IT facility may be connected/disconnected without the prior agreement of the designated authority, who will liaise with IT services as appropriate.

##### 5.4. Personal equipment

The University retains the right to examine any computing equipment or media, eg floppy, ZIP, CD, USB flash drive, mobile phone, etc. brought into the University.

## 6. Use

- 6.1. The University email system is the standard form of internal communication. It is your responsibility to check your University account at regular intervals.
- 6.2. At times, IT facilities may not be available either through a fault or planned maintenance. It is your responsibility to check the status of service via the institutional portal: <http://portal.falmouth.ac.uk>
- 6.3. Users must not in any way cause any form of damage to the institution's IT facilities, nor to any of the accommodation or services associated with them.
- 6.4. Users must adhere to the terms and conditions of all licence agreements relating to IT facilities which they use including software, equipment, services documentation and other goods. It is the user's responsibility to make him/herself aware of all terms and conditions.
- 6.5. Users must adhere to institutional protocols e.g. email protocol (available from IT Services), that relate to the use of computing equipment and networks.
- 6.6. Users must not modify any of the software provided nor incorporate any part of the provided software into their own work without permission from the designated authority.
- 6.7. Users must not copy any of the provided software without permission from the designated authority.
- 6.8. Users must not deliberately introduce any virus, worm, Trojan horse or other potentially harmful or nuisance course or file into any IT facility, nor take deliberate action to circumvent any precautions taken or prescribed by the institution to prevent this.
- 6.9. Users must not access, delete or amend the data or data structures which have not been generated by them unless they are specifically authorised to do so by the designated authority.
- 6.10. Users of networks and remote IT facilities shall obey any rules that may be published from time to time for their use.
- 6.11. Users must not interfere with the use by others of the IT facilities; they must not remove or interfere with output belonging to another user.
- 6.12. Smoking, eating or drinking alcohol in any public access room containing computer equipment is forbidden. However, the consumption of cold water in the IT suites is tolerated.

## 7. Output and publishing

- 7.1. The downloading, creation, display, production or circulation of offensive, including pornographic, material in any form or medium is forbidden, and may be subject to disciplinary action.

7.2. Students and staff engaged in project work which requires research of what may be regarded as obscene or offensive materials, and its representation, should gain the explicit and prior approval of the designated authority. Students and staff requiring work to be published on the internet should submit their work to the designated authority prior to its release in the public domain.

## 8. Disclaimer

### 8.1. Functioning

The institution accepts no responsibility for the malfunctioning of any IT facility or part thereof, whether hardware, software or other.

### 8.2. Information and software

The institution accepts no responsibility for the loss of any data or software or the failure of any security or privacy mechanism.

### 8.3. Loss

No claim shall be made against the institution, its employees or agents in respect of any loss alleged to have been caused whether by defect in the resources or by act or neglect of the institution, its employees or agents.

### 8.4. Use of personal equipment

Personal computer equipment used on University premises is at the owner's own risk. The University accepts no responsibility for damage or loss caused by any means including the attachment of computer equipment to the University College local area network, mains supply or other devices.

### 8.5. Internet access

The University cannot accept any responsibility for the external access to the Joint Academic Network, but will take all reasonable steps to ensure the link remains active.

## 9. Infringement

### 9.1. Law

Any infringement of these regulations may be subject to penalties under civil or criminal law and such law may be invoked by the institution.

### 9.2. Disciplinary action

Any infringement of these regulations constitutes a disciplinary offence under the applicable procedure and may be treated as such regardless of legal proceedings.

### 9.3. Withdrawal of service

The designated authority may withdraw access to facilities from any user for the purposes of investigating a breach of these regulations. Any withdrawal of service will be notified to the user's course leader in the case of students and the appropriate line manager for staff. The designated authority may withdraw access to facilities from any user found to be guilty of a breach of these regulations.