

Appendix 5

Regulations for the Use of Computing and Library Facilities

1 Scope

CONDITIONS OF USE OF THE UNIVERSITY COMPUTING AND LIBRARY FACILITIES AND RELATED SERVICES AND/OR ANY OTHER COMPUTING AND LIBRARY FACILITIES ACCESSED THROUGH THE UNIVERSITY FACILITIES.

The use of the resources under these conditions is limited to the user's period of membership of or employment by the University.

2 Definitions

For the purpose of these regulations the following words have these meanings:

“User” or “Users” - students, staff or any person(s) who enter(s) the University's premises or make(s) use of University facilities in any way whatsoever.

“Borrower” - any person who as a result of the issue of a University Smartcard to him/her is authorised, in accordance with the procedures laid down in the registration leaflet to take out of the Library, Library resources for his/her own use.

“Computer Username” - a form of unique identifier which is given to the user by the University which together with a personal password of the user is used to identify and authenticate the user when using computing facilities.

“Network” - connections and systems on and between the University Campus Network, the UK Joint Academic Network (JANET) and the global Internet.

“Material/Resources” - any books, pamphlets, periodicals, theses, electronic information, photocopies, microfilm, microfiche, gramophone records, illustrations, pictures, films, audio tapes, video tapes, other audio visual aids, computer hardware and software and any other University resources.

3 Use of University Resources

The University resources authorised are for the user's own individual academic use; they must not be given or lent to anyone else. The use of resources must be restricted to projects concerned only with the user's own studies, research and teaching and other University purposes, for which no remuneration other than from funds administered by the University is received by the user whether directly or indirectly.

4 Legal requirements

4.1 The user is required to conform to the requirements of the law, including:

- * Data Protection Act 1998
- * Computer Misuse Act 1990
- * Copyright, Designs and Patents Act 1988
- * Copyright (Computer Programs) Regulations 1992

- * Obscene Publications Act 1959
- * Telecommunications Act 1984
- * Defamation Act 1996.

- 4.2 Copying of licensed software without permission of the copyright holder is an illegal act and is forbidden.
- 4.3 Hacking or the introduction of viruses is an illegal act and is forbidden.

5. Copying and Use Restrictions

- 5.1 The user agrees not to copy, modify or disseminate any part of the information gained from resources without permission from the copyright holder. Further the user must observe any restrictions placed on the use of specified software, information and equipment which are stated in any documentation relating to the use of such software, information or equipment.
- 5.2 The user agrees in particular to abide by the Eduserv User Acknowledgement of Third Party Rights, attached as Appendix 7 to these regulations.

6. Use of the Network

- 6.1 Where the University's resources are being used to access JANET or other networks and facilities the user must comply with the JANET Acceptable Use Policy or the acceptable use policy of other networks and facilities. Any abuse of the JANET Acceptable Use Policy or the acceptable use policy of other networks and facilities will be regarded as a breach of these regulations.
- 6.2 The user must not use University resources for the creation, viewing or transmission of material that is grossly offensive, indecent, obscene, or of a defamatory or menacing nature.
- 6.3 The user must not use University resources to distribute unsolicited commercial material.
- 6.4 Users should be aware that their use of the Network may be monitored and subject to scrutiny. This includes email messages sent and Internet sites visited.

7. University Policies and Strategies

- 7.1 The user is required to be aware of, and ensure that their use of facilities complies with, the University's policies and strategies, including:
 - * IT Systems Security Policy
 - * IT Architecture Strategy
 - * Email Policy
 - * Computer Systems Interception and Monitoring Policy.

8. Computer Usernames and Library membership

- 8.1 A computer username, University Smartcard (encompassing Library membership) and any other personal usernames issued are for the use only of the person to whom they are issued and are not transferable.
- 8.2 The user must keep their usernames and passwords confidential.
- 8.3 Lost University Smartcards and usernames should be reported immediately to the University Library.
- 8.4 Replacement University Smartcards will be charged for at a replacement cost.

9. Use of premises and equipment

- 9.1 To enter University Library premises users should have a valid University Smartcard or pass issued on application to the Welcome Desk. Visitor passes will only be issued on production of suitable ID. During 'self service' hours access is by University Smartcard only. To use Open Access computing facilities users should also have a valid computer username issued by the University. Such a University Smartcard, pass or computer username must be shown or declared at the request of the Director of University Library & Learning Services or any other duly authorised officer. Any person without such a smartcard, pass or computer username may be requested to leave University Library & Learning Services premises.
- 9.2 Users may bring coats and bags into the University Library & Learning Services premises on condition that such items may be searched by the Director of University Library & Learning Services or any other duly authorised officer.
- 9.3 The University assumes no responsibility for any damage or theft of users' property.
- 9.4 Smoking is not permitted on University premises.
- 9.5 Eating and drinking are permitted only in designated areas in University Library & Learning Services premises and in accordance with current Library guidelines.
- 9.6 Use of mobile phones is permitted only in designated areas in University Library & Learning Services premises.
- 9.7 In other University computing and library facilities, users must observe local restrictions on eating and drinking and use of mobile phones.
- 9.8 Consumption of alcohol is not permitted in University Library and Learning Services premises, or in any other University computing and library facilities.
- 9.9 People using University computing and library facilities must not by their conduct disturb other users.
- 9.10 The user must not remove equipment from the location to which it has been assigned or tamper with normal operational settings of the facilities.
- 9.11 The user must not connect any equipment to the University network without approval from IT Services.
- 9.12 Removing University resources without authorisation or stealing or attempting to steal University resources is forbidden.
- 9.13 The user must not use the resources authorised in such a way as to cause a nuisance to other users, or in such a way that the work of other users, the integrity of the computing equipment or any stored programs or data may be jeopardised.

10. Borrowing requirements

- 10.1 Materials may be borrowed from the Library in accordance with the current loan procedures. These are outlined in the information which is given to each borrower on registration.
- 10.2 If University resources are lost or damaged the facts must be reported immediately to the University Library & Learning Services. The borrower/user will be required to repay the full cost of replacement or repair.
- 10.3 The person named on the University Smartcard is responsible for the care and safe return to the Library, on or before the date due back of all resources borrowed with the University Smartcard.
- 10.4 If Library material is not returned by the due date then the borrower will be liable to pay a fine for each working day the material is overdue. The fines rate is displayed in the Library. If the material has not been returned six weeks after the due date then the borrower will be liable for the cost of the material as well as the fines and an administrative charge.
- 10.5 The Director of University Library & Learning Services reserves the right to recall any material from loan prior to the date due. On receiving a notice of the termination of loan, the borrower is required to return the material to the Library immediately.

11 Charges

The user must pay such charges as may be incurred for the use of facilities or services, as determined by the University, such charges being advertised appropriately.

12 Commercial exploitation

The user must report to the University immediately it comes to his/her notice, any reasonable probability of financial or commercial advantage arising out of his/her use of the University resources whenever this advantage would accrue and whoever would benefit. The user must agree to abide by the general conditions in force in the University on the exploitation of such financial or commercial benefits.

13 The University

- 13.1 Accepts no responsibility for the malfunction of any equipment or software, nor failure or integrity of any stored program or data.
- 13.2 Accepts no responsibility for the malfunction of any personal devices including laptops used in or connected to University facilities.
- 13.3 No claim shall be made against the University, 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 University, its employees or agents.

14. Breach of the Regulations

- 14.1 Failure to observe these regulations and procedures may result in the user being suspended from use of the University facilities and, in relation to staff appropriate disciplinary action under the University Staff Management Procedures, in relation to

students disciplinary action in accordance with Section 3 of the Handbook of Student Regulations, and/or legal proceedings being taken. For students, such failure may also result in a user not obtaining his/her degree or other award.

- 14.2 Users found breaching the regulations may be requested to leave the Library or Open Access areas immediately and their University smartcard and computer usernames may be blocked.

15 Information

- 15.1 Copies of University IT systems strategy and policy documents and the JANET Acceptable Use Policy are available from the Library and Open Access areas enquiry desks.
- 15.2 Latest versions of these regulations and the University's IT systems strategies and policies are also available on the University web site at <http://www.northumbria.ac.uk/it/regs>



Appendix 7

User Acknowledgement of Third Party Rights

I confirm that whenever I use any “Products” made available to me by my “Organisation”, I accept and will follow the conditions set out below. I understand that “Products” means software and/or on-line resources and that “Organisation” means the university, college or organisation that I am a member of, or that I am employed by or contracted to.

- 1: I will adhere to any rules which are brought to my attention concerning the use of the Products. I understand that these rules may be put in place by my Organisation, or by the owner or licensor of the Products or by some other party who provides services relating to the use of the Products.
- 2: I will only use the Products in connection with the role I have in my Organisation which may involve teaching, studying or research, administration or management.
- 3: I will not use the Products for any private or commercial purpose including any direct or indirect monetary reward, profit, fee, or income generation; nor will I sell, resell, loan, transfer, lease, rent or hire the Products.
- 4: I understand that I may incorporate extracts from the Products in my own work or articles so long as:
 - my work or article relates to non-commercial research, private study, review or criticism, and
 - I do not extract a greater proportion of the Product that is necessary and that the extract(s) will not be “substantial”, under copyright legislation “substantial” means in terms of quantity or quality, and
 - wherever possible I include a sufficient acknowledgement of the source of each extract.

If I have any questions about material I may extract and reproduce, I will refer to my Organisation’s librarian or IT support before I go ahead.

- 5: I will not attempt to by-pass any security measures put in place by any party concerning access to or use of the Products or the systems that support such access and use. I will keep passwords and any other log-on or account details safe and not disclose them to any other person or party.
- 6: I will not copy or download any Products except for specific Products where my librarian or IT support tells me that I am entitled to do so. In such cases I will ensure that no other person or party uses my copies or downloads and that no other person or party makes any further copies themselves. I understand that these User Acknowledgement of Third Party Rights conditions apply to all copies and downloads.
- 7: I will not remove any ownership, copyright or similar notices from any Product nor from any copies or downloads that I am entitled to make.
- 8: I will not attempt to alter any Products for example by disassembling or decompiling software code or otherwise, nor will I attempt to replicate or re-create any Products for example by reverse engineering.
- 9: At the end of my studies, employment or association with my Organisation, I will not attempt to use or access the Products and will destroy all copies and downloads that I have made. I understand that this does not apply to extracts from the Products that comply with paragraph 4 above.

10: If I breach these conditions I understand that my Organisation, the owners or licensors of the Products and others may be entitled to take disciplinary or legal action against me.

11: If I have any queries about my use of the Products or about any use I would like to make of the Products, I will ask my librarian or IT System Services. I understand that the librarian or IT support will be able to advise me, or get me advice, on the legal terms and conditions of the contracts or licences applicable to specific Products and also concerning copyright or other relevant legislation.

12: I confirm that I will sign below if required to do so by my Organisation or the Product owners or licensors.

Agreed by:-		
..... <i>signature</i> <i>name</i> <i>date</i>
..... <i>Organisation</i> <i>Department/Location</i> <i>Academic Course</i>

