

The General Regulations of the University incorporate the User's Agreement below

Staff: You sign this Agreement before being given access to ISS facilities.

Students: You are bound by the Regulations when you register with the University.

UNIVERSITY OF NEWCASTLE UPON TYNE COMPUTER USER'S AGREEMENT
(For internal use)

- A. In consideration of being allowed to use the computing facilities and services ('the resources') of the University of Newcastle upon Tyne ('the University'), I agree:
1. To observe the University's *Rules for Use of Computing Facilities* (obtainable from Information Systems and Services, ISS).
 2. That the resources authorised are for my own personal use: they will not be given or lent to anyone else. The use of these resources will be restricted to projects concerned only with my own studies, research and teaching and other University purposes, for which no remuneration other than from funds administered by the University is received by me whether directly or indirectly.
 3. To pay such charges as may be incurred for the use of special facilities or services.
 4. To report to the University, immediately it comes to my notice, any reasonable probability of financial or commercial advantage arising out of my use of the resources, whenever this advantage would accrue and whoever would benefit. I agree to abide by the general conditions in force in the University on the exploitation of such financial or commercial benefits.
 5. To observe all restrictions, including copyright, placed on the use of information, software and data.*
 6. To treat as confidential, and as private property, all information and software which may accidentally become available to me. I agree not to copy, retain, modify or disseminate any part of such material.
 7. That I understand that evasion or attempted evasion of security mechanisms, and deliberate eavesdropping are forbidden.
 8. That I understand that the University may at any time monitor any use of the resources either for reasons of system maintenance or to ensure that University Regulations and the law of the land are not being violated.
 9. That all my use of the JANET computer network will comply with its conditions of acceptable use.*
 10. Not to use the resources 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.
 11. Not to remove facilities from the location to which they have been assigned.
- B. I agree that if, in the opinion of such person or persons as may from time to time be appointed by the University for this purpose, my use of the resources contravenes any provision in this agreement, or is in breach of any rules in force for the time being, the University may summarily withdraw my access to the resources. Any dispute arising from such action by the University, or arising from other provisions of this agreement will be handled under the appropriate disputes and appeals procedure within the University.
- C. Other than as provided in the Data Protection Act
1. The University accepts no responsibility for the malfunctioning of any equipment or software, nor failure in security or integrity of any stored program or data.
 2. 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.
- D. 1. This agreement is supplemental to the general practice and regulations of the University.
2. Subject to Paragraph B, my use of the resources under this agreement is limited to my period of membership of the University or three years from the date of this agreement whichever is the shorter.
- E. I agree to conform to the requirements of the Data Protection Act.*

*Applicable Statutes

Copyright, Designs and Patents Act
Data Protection Act
Computer Misuse Act

† See also the University's Statement on Internet Use linked from <http://www.ncl.ac.uk/iss/rules/>

Applicable Policies:

United Kingdom Education and Research Networking
Association: **JANET Acceptable Use Policy**
<http://www.ja.net/company/policies/janet-aup.html>
CHEST (Combined Higher Education Software Team)
Code of Conduct and Copyright Acknowledgement
<http://www.eduserv.org.uk/chest/general/conduct/>

Information Systems and Services,
Newcastle University,
Claremont Tower,
Claremont Road,
Newcastle upon Tyne NE1 7RU

Enquiries & Helpline 0191 222 5999
email Helpline@ncl.ac.uk
Fax 0191 222 8765

<http://www.ncl.ac.uk/iss/>



**Information Systems
and Services**

Rules of Use: Computing Facilities

<http://www.ncl.ac.uk/iss/rules/>

Information accurate:

August 2008

**These rules apply to all staff and students of the University
also to visitors to the University who are granted use of the facilities**

Failure to abide by these Rules of Use will normally be taken as a breach of the University Code of Discipline and may result in suspension of your login **without warning**. Disciplinary procedures and measures – which include fines – are linked from the Web page above.

The University provides computer and network facilities for all its members, for use in support of their academic activities. Most (but not all) of these facilities are provided via the service department **Information Systems and Services (ISS)**.

The Rules of Use exist so that:

- The University and its members do not infringe UK law, or the regulations of bodies such as those providing national network infrastructure;
- ISS equipment provides consistent quality in terms of service, reliability and accessibility;
- equipment is as freely available as possible for those entitled to use it, in the ways that it is intended to be used;
- the rooms in which ISS equipment is located are suitable places for academic work;
- resources are fairly distributed.

The Rules of Use are based on common sense for the use of shared equipment, on the University Regulations, on the regulations of various other bodies, and on Acts of Parliament (see User's Agreement, back page of this leaflet).

The University also publishes policy statements on use of the Internet by staff and by students (see Rule G4, overleaf).

A useful addition to these Rules of Use is the pink document G1, Responsible Use. **To avoid unexpected withdrawal of facilities, you should read that document.**

Use of University computing facilities is an academic privilege which may be withdrawn if it is abused by your breaking – knowingly or unknowingly – the Rules of Use, or the patterns of acceptable behaviour outlined in the document Responsible Use.

This document is also on the Web at <http://www.ncl.ac.uk/iss/rules/>
from where all related documents are also linked.

General Rules

- G1
Login name** Each user of University computing systems is assigned, by ISS, a **login name** (also known as a **username**, an **identifier**, an **i.d.**), with which an email name is associated. The login name must not be shared in any way with any other person, and it is the user's responsibility to keep the password secure.
- G2
Eligible users** ISS facilities are provided for use only by individuals who have been allocated a University Login Name by ISS, as determined by University policy.
- G3
User's Agreement** The use of University equipment is subject both to the Computer User's Agreement (back page of this leaflet) and to the General Regulations of the University.
<http://www.ncl.ac.uk/regulations/university.regs/>
- G4
Use of computer resources** University computing resources, including all network infrastructures, are provided for academic purposes. Access to national and international networks is subject to minimal restrictions, except for those which are defined by the network authorities, which can be stringent; ISS will enforce these when appropriate. See also Rule G7.
Users may not connect to any computing facility (e.g. a computer system) without appropriate permission from the proper authority (e.g. the administrator of that system). The conditions under which use of the network is monitored are described in paragraph A(8) of the Computer User's Agreement (back page), and also in the "Statement on Internet Use" from the Office of the Registrar, also linked via the Web page <http://www.ncl.ac.uk/iss/rules/>
- G5
Other software** It is not permitted to install or run any software, except that provided by ISS, on any ISS computer, with the exception of that which is written as part of an academic course. *Such software development must be part of an academic activity and must not contravene these Rules or the User's Agreement.*
Note: Schools may request new software to be installed by arrangement with ISS.
- G6
Personal gain** University equipment must not be used for personal gain in any form.
See the User's Agreement, paragraph A4.
- G7
Unacceptable use** University equipment (which includes the network) may not be used for the creation, importation, display, referral, transmission, circulation or storage of material which is offensive, obscene, intended to annoy, defamatory, copyright, or which endangers the reputation of the University. This list is not exhaustive; a detailed exposition is at the UK Joint Academic Network website: <http://www.ja.net/company/policies/janet-aup.html>
- G8
Data Protection Act** If you plan to store data about any living person, however small the amount of data, then it is probable that registration is needed under the Data Protection Act; staff should contact the University's Data Protection Officer in the Registrar's Office, students should initially consult their tutor or supervisor.
- G9
Safety** All users of equipment in ISS Cluster Rooms should be familiar with the Safety Arrangements and the location of Emergency Exits.
Safety Arrangements are displayed prominently in Cluster Rooms. See also Rules CR3, CR4, CR5 and CR7.

Use of University Cluster Rooms

- CR1
Cluster Rooms** ISS equipment **and the Cluster Rooms in which it is located** are for the use of members of Newcastle University only – see Rule G2.
- CR2
Quiet** A Cluster Room is an academic workplace: users are expected to work quietly and respect the need for others to be able to concentrate.
The use of anything likely to disturb others is prohibited; phones must be switched to "silent" and may not be used while in the Room. Earphones may be used for audio, but must not disturb users nearby. Children and pets are not permitted in ISS Cluster Rooms.
- CR3
Food, drinks, etc.** Food may not be consumed in Cluster Rooms except in specifically signed locations.
The only drinks permitted are sealed bottles of water.
- CR4
Use of equipment** Users must not tamper with University equipment in any way.
Personal, external USB devices (**only**) are permitted, if connected to the front sockets of a PC, and if host-powered (i.e. they do not require an independent power source).
For more details please see <http://www.ncl.ac.uk/iss/getstarted/rules/usb/>
- CR5
Equipment faults** Users must not attempt to rectify faults in equipment.
Any deficiency in equipment should be reported to telephone extension **5999**, or use one of the yellow "Fault Forms" which are provided in all Cluster Rooms.
- CR6
Leaving work-stations for long periods** It is not permitted to attempt to reserve a computer by leaving coats, books etc., to indicate that it is "in use", or to leave a program running on a workstation for a long period. **You may be logged out without warning by ISS staff if you do this.**
Auto screen-locking and auto-logout is imposed by ISS to help to prevent this abuse.
- CR7
Out-of-hours access** Strict conditions apply to out-of-hours usage, and these must be observed.
The extent of access, and the hours, are subject to change: see the ISS Web pages at <http://www.ncl.ac.uk/iss/clusters/> for current details.
*Users who are permitted out-of-hours access to ISS facilities **must strictly observe** the safety instructions which are part of the authorisation process. Any abuse of University Rules, or breach of safety regulations, will result in immediate suspension of computing facilities and withdrawal of SmartCard access.*