

# University Computing Regulations

The University of Edinburgh has adopted a set of Regulations to cover the use of all its computing and network facilities, by staff, students and any other persons authorised to use them.

## Regulations covering the use of Computing Facilities

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### Introduction and Definitions

These Regulations cover the use by users of all computing facilities administered on behalf of the University of Edinburgh (hereafter UoE).

As well as these Regulations, users must abide by other policies or codes as relevant, including internal UoE codes such as:

- the Code of Student Discipline
- the relevant staff disciplinary policy
- the Rules for the Guidance of Staff
- the University Data Protection Policy
- the Statement of Professional Standards and
- the Codes of Practice for Dealing with Personal Harassment for staff or students, and any related documents

And external codes such as

- the Acceptable Use Policy of the Joint Academic Network (JANET) available on the Web at <http://www.ja.net/documents/publications/policy/aup.pdf> (PDF)
- and the Computing Regulations or similar codes imposed by remote sites, where their computing facilities are accessed or used by UoE users

It is not the intention of UoE that these Regulations should be used to limit, unreasonably, recognised academic freedoms.

### In these Regulations

"Computing facilities" includes central services as provided by UoE Information Services and any service operated by or on behalf of UoE; UoE School or College computers and services; personally owned computers and peripherals, and remote networks and services, when accessed from or via UoE computing facilities; and all programmable equipment; any associated software and data, including data created by persons other than users, and the networking elements which link computing facilities.

"users" include staff, students, prospective students and any other person authorised to use computing facilities

"files" include data and software but do not include manual files.

## **Regulations**

### **1. Status of Regulations**

Breach of these Regulations is a disciplinary offence and may be dealt with under the appropriate disciplinary code or procedures. Where an offence has occurred under UK or Scots law, it may also be reported to the police or other appropriate authority. The rules applicable to investigating breaches or suspected breaches are in Regulation 6 below.

### **2. Private and inappropriate use of computing facilities**

Computing facilities are provided solely for use by staff in accordance with their normal duties of employment, and by students in connection with their University education. All other use is private. Private use is allowed, as a privilege and not a right, but if abused will be treated as a breach of these Regulations. Any use which does not breach any other Regulation herein, but nonetheless brings the University into disrepute may also be treated as a breach of these Regulations.

### **3. Damage of computing facilities**

No person shall, unless appropriately authorised, take any action which damages, restricts, or undermines the performance, usability or accessibility of computing facilities; "taking action" may include neglect, where action might reasonably have been expected as part of a user's duties.

### **4. Compliance with UK civil and criminal law**

Users must comply with the provisions of any current UK or Scots law, including but not restricted to:

- a. intellectual property law, including laws concerning copyright, trademarks, and patents
- b. the Computer Misuse Act 1990, and associated instruments
- c. data protection laws, and
- d. the interception and monitoring laws under the Regulation of Investigatory Powers Act 2000 (RIPA 2000).

Under the Lawful Business Regulations (LBR), the UoE draws to the attention of all users the fact that their communications may be intercepted where lawful under RIPA 2000. The full University notice can be found at URL <http://www.ed.ac.uk/schools-departments/information-services/about/policies-and-regulations/statutory-notices>

Users must also comply with the terms of any licence agreement between the UoE and a third party which governs the use of hardware, software or access to data.

## **5. Security, confidentiality and passwords**

Users must take all reasonable care to maintain the security of computing facilities and files to which they have been given access. In particular, users must not transfer passwords, or rights to access or use computing facilities, without appropriate authority from the relevant Head of School or nominee or authorised officer. The confidentiality, integrity and security of all personally identifying data held on UoE systems must be respected, even where users have been authorised to access it.

Prior to terminating their relationship with the University, users must make appropriate arrangements for the return, destruction or other disposition of any University computer, equipment or data in their possession.

## **6. Investigation of breaches**

If the UoE suspects any breach or potential breach of the Regulations, it shall have full and unrestricted power to access all relevant computing facilities and files and to take all steps which it may deem reasonable to remove or prevent distribution of any material. UoE may also immediately suspend a user's access to computing facilities pending an investigation by an Authorised Officer or nominee of the University as defined in the relevant Discipline Code. The UoE reserves the right to access or require access to any files held on computing facilities. It may also require that any encrypted data is made available in human-readable form. Any such investigatory action shall not prejudice any final determination of whether a breach occurred.

## **7. Liability**

By using the computing facilities each user agrees that the UoE shall have no liability for

- loss or corruption of any file or files or data, contained therein
- loss or damage (excluding any liability for personal injury or death) to users or to third parties, or their equipment, operating systems or other assets

resulting from the use of the UoE computing facilities or any withdrawal of the use of said facilities at any time by UoE.

Each user agrees that UoE has the right to take legal action against individuals who cause it to suffer loss or damage, including damage to its reputation, or be involved in legal proceedings as a result of their

breach of these Regulations, and to seek reimbursement of such loss, or any associated costs including the costs of legal proceedings.