

# Computer User Agreement

## Scope:

This agreement applies to:

- all users of IT services provided by, or for which access is facilitated by Lancaster University (“users”);
- any equipment, facilities or IT services (“the resources”) owned by, or for which access has been facilitated by Lancaster University (“the University”);
- in cases where systems and services used are owned by other bodies, and to which access has been provided by Lancaster University, the regulations of both bodies apply. In the event of a conflict of the regulations, the more restrictive takes precedence.

## Section A: Use of resources

In being allowed to use the computing facilities and services of Lancaster University, users agree:

- A1.** That the resources authorised are for my own use: they will not be given or lent to anyone else. I accept that I am responsible for all use of the resources accessed by my username. I understand that the resources are provided to support University learning, teaching, research, administration and for consultancy work contracted to the University. I note that I may make limited personal use of University IT infrastructure and services provided that such use is not connected with unauthorised commercial activity; and that it complies with University policies & regulations; and that it is lawful.
- A2.** To comply with and respect UK copyright legislation.
- A3.** Not to copy, use, retain, modify or disseminate all or any part of information and software that may unintentionally become available to me.
- A4.** Not to affect (or attempt to affect) the efficiency, security or integrity of University ICT systems or allow them to be compromised.
- A5.** That evasion (or attempted evasion) of security mechanisms and deliberate eavesdropping are forbidden, unless using systems and networks specifically established to support teaching and research into IT Security.
- A6.** To keep secure all restricted or personal University data, whether held on University systems or personal mobile devices, through appropriate authorisation and/ or encryption methods as described in the University Information Security policy and associated processes.
- A7.** That all my use of the JANET computer network will comply with its conditions of acceptable use<sup>1</sup>.
- A8.** That access to Lancaster University ICT may be monitored and/or recorded for legal purposes and to ensure its secure and effective use. Lancaster University is obliged to comply with its statutory obligations under the Prevent Strategy for counter-terrorism.
- A9.** That all use of University ICT systems should comply with University regulations and UK Law, applicable statutes and policies (see section E). In locations outside the UK, the laws of that country will also be applicable. In the event of a conflict of legislation, the more restrictive takes precedence.

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<sup>1</sup> <http://www.ja.net/company/policies/janet-aup.html>

## Section B: Infringement

I agree that if, in the opinion of such person or persons<sup>2</sup> 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 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.

## Section C: Disclaimer

Other than as provided in the [Data Protection Act](#) & General Data Protection Regulations:

- C1. 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;
- C2. 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.

## Section D:

- D1. This agreement is supplemental to the general practice and regulations of the University.
- D2. Subject to Section B, my use of the resources under this agreement is limited to my period of membership of the University.

## Section E: Applicable laws and policies

Applicable statutes:

- The Copyright, Designs and Patents Act (1988)<sup>3</sup>
- The Data Protection Act (2018)<sup>Error! Bookmark not defined.</sup>
- The General Data Protection Regulations<sup>4</sup>
- The Computer Misuse Act (1990)<sup>5</sup>
- Obscene Publication Act 1959 & 1964<sup>6</sup>
- Regulation of Investigatory Powers Act 2016<sup>7</sup>
- Freedom of Information Act 2000<sup>8</sup>

Applicable Policies:

- The UK's Education and Research Network JANET Acceptable Use Policy<sup>9</sup>
- Lancaster University Information Security Policy<sup>10</sup>
- Lancaster University Green ICT Policy<sup>11</sup>

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<sup>2</sup> Director of ISS and Faculty or University Deans or their delegates.

<sup>3</sup> <http://www.legislation.gov.uk/ukpga/1988/48/contents>

<sup>4</sup> <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/>

<sup>5</sup> <http://www.legislation.gov.uk/ukpga/1990/18/contents>

<sup>6</sup> <http://www.legislation.gov.uk/ukpga/1964/74>

<sup>7</sup> <http://www.legislation.gov.uk/ukpga/2016/25/contents>

<sup>8</sup> <http://www.legislation.gov.uk/ukpga/2000/36/contents>

<sup>9</sup> <http://www.ja.net/company/policies/janet-aup.html>

<sup>10</sup> <https://gap.lancs.ac.uk/policy-info-guide/5-policies-procedures/Documents/Information-Security-Policy-2017.pdf>

<sup>11</sup> <http://www.lancaster.ac.uk/sustainability/sustainability-practice/policy/>