

The Hull York Medical School

Code of Practice on Acceptable Use of Information Technology

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Responsibility to Update: The Secretary of HYMS (Head of Administration)

The Hull York Medical School

Code of Practice on Acceptable use of Information Technology

1. A complex framework of legislation and regulation surrounds the use of information Technology, defining what is and what is not acceptable. Both Universities have regulations with which all staff and students of HYMS should be familiar. They may be found at:

Hull: <http://www.hull.ac.uk/asc/regpol/propuse.htm>

York: <http://www.york.ac.uk/admin/aso/ordreg/r11.htm>

2. HYMS staff and students have the right to use certain of the computer systems, networks and facilities of both Universities, and to certain IT facilities in NHS organisations, but this right is conditional on their exercising it in a responsible way. Misuse of computing facilities or services may constitute a criminal offence and also contravene University Regulations.
3. In order to protect the integrity of the HYMS network and other University or NHS networks or workstations, only those staff and students with prior authorization may load or download programmes or executable files.
4. A summary of what constitutes acceptable, and unacceptable, use of information Technology, is at appendix 1 to this Code of Practice.
5. All users of the HYMS network and other networks of the Universities of Hull and York, and the NHS must also abide by the JANET Acceptable Use Policy and the CHEST Code of Conduct for the Use of Computer Software or Datasets at all times. (See Appendices 2 and 3).
6. In general, both Universities, and NHS organisations, will treat inappropriate use of facilities and services as a breach of their own Regulations, whether or not it is a matter for the criminal courts. However, in some instances the Universities may have limited control over the level of action that is taken, e.g. following a case of suspected computer misuse, where the misuse is directed against a computer or a user outside the academic community and the Director of Public Prosecutions is

involved. Universities and NHS organisations are legally obliged to report some types of inappropriate use of their services and facilities to the police.

7. HYMS students, when using information technology equipment on property of the University of Hull, the University of York, or the National Health Service, or on private property of a service provider to whom they are attached for clinical experience, will be subject to the Regulations and Codes of Practice of that institution or establishment. Should those Regulations or Codes of Practice be broken, the disciplinary procedures invoked, however, will be those of the University of registration.
8. Notwithstanding clause 7, allegations of serious unacceptable use of information technology by a student at HYMS may be considered to be inappropriate professional behaviour, and therefore warrant disclosure under clause 4 of *HYMS Code of Practice on Fitness to Practise Medicine*. This could lead to suspension from the HYMS programme of study.
9. Confirmed serious misconduct under the terms of clauses 1 to 7 above will be subject to Fitness to Practice procedures as laid down in *HYMS Code of Practice on Fitness to Practise Medicine*, and could lead to a student's participation in the HYMS programme being terminated.
10. Appeals against a recommendation of the HYMS Fitness to Practise Committee or the HYMS Board of Studies in respect of serious misconduct under the terms of clauses 1 to 7 of this Code of Practice will be subject to the *HYMS Code of Practice on Academic and Fitness to Practice Appeals*.
11. When using information technology equipment on property of the University of Hull, the University of York, or the National Health Service, or on private property of a service provider, staff of HYMS will be subject to the Regulations and Codes of Practice of that institution or establishment. Should those Regulations or Codes of Practice be broken, the matter will be dealt with through the appropriate disciplinary procedures of the employing University.

Appendix 1

Acceptable Usage of Information Technology

Staff and students of HYMS have access to the IT facilities of both Universities for University related activities. Limited personal use is allowed provided that it does not prevent others from pursuing their legitimate work.

Users should treat as confidential any information which may become available to them through the use of such facilities which is not on the face of it intended for unrestricted dissemination; such information shall not be copied, modified, disseminated, or used either in whole or in part without the permission of the person or body entitled to give it;

Access to the University's IT facilities will normally be withdrawn when a staff member or student ceases to be a member of the University. Any files left at that time may be removed without notice.

Software and computer-readable datasets made available on University networks may only be used subject to the relevant licensing conditions, and, where applicable, to the Code of Conduct published by the Combined Higher Education Software Team (CHEST) (see Appendix 3);

Unacceptable Usage of Information Technology

The following activities are not allowed on any part of the network of either University

- any unlawful activity;
- The use of IT facilities for significant personal financial gain. The term significant personal financial gain has been specified to allow minor transactions (such as the offering for sale of an old stereo system on a personal web page), but to prevent the setting up of a business (selling stereo systems, for example);
- the creation, transmission, storage, downloading or display of any offensive, obscene, indecent, or menacing images, data or other material, or any data capable of being resolved into such images or material;
- the creation or transmission of material which is designed or likely to cause annoyance, inconvenience or needless anxiety, or to harass another person;
- the creation or transmission of defamatory material about any individual or organisation;
- the sending of any email that does not correctly identify the sender of that email or attempts to disguise the identity of the computer from which it was sent;

- the transmission, without proper authorisation, of email to a large number of recipients, unless those recipients have indicated an interest in receiving such email, or the sending or forwarding of email which is intended to encourage the propagation of copies of itself;
- the creation, access or transmission of material in such a way as to infringe a copyright, moral right, trade mark or other intellectual property right;
- private profit, except to the extent authorised under the user's conditions of employment or other agreement with the University or a college; or commercial purposes without specific authorisation;
- gaining or attempting to gain unauthorised access to any facility or service within or outside the University, or making any attempt to disrupt or impair such a service;
- port scanning (the scanning of another machine to determine which services are running) is regarded as a hostile action; it is commonly used by malicious hackers attempting to find vulnerable systems. Port scanning therefore causes unnecessary worry and is prohibited, whether the target machine is on the University network or elsewhere;
- the deliberate or reckless undertaking of activities which may result in the following:
 - the waste of staff effort or network resources, including time on any system accessible via the University's network;
 - the corruption or disruption of other users' data;
 - the violation of the privacy of other users;
 - the disruption of the work of other users;
 - the introduction or transmission of a virus into the network;
- activities not directly connected with employment, study or research in the University, or legitimate college/ hall of residence activities, or legitimate Students' Association activities, (excluding reasonable and limited use for social and recreational purposes where not in breach of the regulations and codes of practice of either University.)
- participation in distributed file-sharing networks

THE JANET ACCEPTABLE USE POLICY

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Availability

Further copies of this document may be obtained from the JANET Customer Service, UKERNA, Atlas Centre, Chilton, Didcot, Oxfordshire, OX11 0QS.
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Background and Definitions

1. "JANET" is the name given to the collection of networking services and facilities which support the communication requirements of the UK education and research community.
2. The Higher Education Funding Councils for England, Scotland and Wales and the Department of Higher and Further Education, Training & Employment in Northern Ireland are responsible jointly for the provision of JANET. They exercise this responsibility through their Joint Information Systems Committee (the JISC) and any dispute over the interpretation of this Policy will be resolved by the JISC.
3. UKERNA (an acronym for the United Kingdom Education and Research Networking Association) is the trading name of the company contracted by the JISC, acting in the name of the Higher Education Funding Council for England, for the provision of the JANET service. This includes the day-to-day management of this Policy.
4. This Policy applies in the first instance to any organisation authorised to use JANET (a "User Organisation"). It is the responsibility of User Organisations to ensure that members of their own user communities use JANET services in an acceptable manner and in accordance with current legislation.

5. It is therefore recommended that each User Organisation establishes its own statement of acceptable use within the context of the services provided to its users, and in a form that is compatible with the conditions expressed in this Policy. Such a statement may refer to, or include, this document. If material from this document is included, this must be done in such a way as to ensure that there is no misrepresentation of the intent of this Policy. UKERNA can advise on this aspect as and where necessary.

6. JANET is maintained to support teaching, learning and research. The connection of any organisation to JANET is governed by the JANET Connection Policy maintained by the JISC.

Acceptable Use

7. A User Organisation may use JANET for the purpose of interworking with other User Organisations, and with organisations attached to networks which are reachable via interworking agreements operated by UKERNA. All use of JANET is subject to payment of the appropriate charges in force during the period of service. Any provision of service must be authorised in advance.

8. Subject to the following paragraphs, JANET may be used for any legal activity that is in furtherance of the aims and policies of the User Organisation.

Unacceptable Use

9. JANET may not be used for any of the following:

9.1. the creation or transmission (other than for properly supervised and lawful research purposes) of any offensive, obscene or indecent images, data or other material, or any data capable of being resolved into obscene or indecent images or material;

9.2. the creation or transmission of material which is designed or likely to cause annoyance, inconvenience or needless anxiety;

9.3. the creation or transmission of defamatory material;

9.4. the transmission of material such that this infringes the copyright of another person;

9.5. the transmission of unsolicited commercial or advertising material either to other User Organisations, or to organisations connected to other networks, save where that material is embedded within, or is otherwise part of, a service to which the member of the User Organisation has chosen to subscribe;

9.6. deliberate unauthorised access to facilities or services accessible via JANET;

9.7. deliberate activities with any of the following characteristics:

" wasting staff effort or networked resources, including time on end systems accessible via JANET and the effort of staff involved in the support of those systems;

" corrupting or destroying other users' data;

" violating the privacy of other users;

" disrupting the work of other users;

- " using JANET in a way that denies service to other users (for example, deliberate or reckless overloading of access links or of switching equipment);
- " continuing to use an item of networking software or hardware after UKERNA has requested that use cease because it is causing disruption to the correct functioning of JANET;
- " other misuse of JANET or networked resources, such as the introduction of "viruses".

10. Where JANET is being used to access another network, any abuse of the acceptable use policy of that network will be regarded as unacceptable use of JANET.

Passing on and Resale of JANET Service

11. It is not permitted to provide access to JANET for third parties without the prior agreement of UKERNA, with the exceptions in the following sub-paragraphs.

11.1. The JISC has resale schemes whereby certain types of User Organisation may sell on JANET services under defined circumstances. Details may be obtained from UKERNA.

11.2. It is acceptable for a User Organisation connected to JANET to extend access to others on a limited basis, provided no charge is made for such access. For example, it is acceptable that a visitor to the Organisation be permitted to gain access to JANET for the purpose of maintaining contact with his or her home organisation. It is intended that such use be regulated by the User Organisation in the same manner as it would regulate occasional use by third parties of its other facilities, such as its telephone and IT support systems.

12. A third party, where an individual, means someone who is not acting as a member of the User Organisation. Where it applies to a separate organisation, this is defined to be any organisation that is in law a separate entity to the User Organisation.

Compliance

13. It is the responsibility of the User Organisation to take all reasonable steps to ensure compliance with the conditions set out in this Policy document, and to ensure that unacceptable use of JANET does not occur. The discharge of this responsibility must include informing those at the Organisation with access to JANET of their obligations in this respect.

14. Where necessary, service may be withdrawn from the User Organisation. This may take one of two forms.

14.1. An indefinite withdrawal of service, should a violation of these conditions persist after appropriate warnings have been given by UKERNA. Such a withdrawal of service would only be made on the authority of the JISC. Restoration would be made only when the JISC was satisfied that the appropriate steps had been taken at the Organisation involved to ensure acceptable behaviour in future.

14.2. A suspension of service, should a violation of these conditions cause serious degradation of the service to other users of JANET. Such a suspension would be made

on the judgement of UKERNA, and service would be restored when the cause of the degradation of service to others had been removed.

15. Where violation of these conditions is illegal or unlawful, or results in loss or damage to UKERNA or JANET resources or the resources of third parties accessible via JANET, the matter may be referred for legal action.

16. It is preferable for misuse to be prevented by a combination of responsible attitudes to the use of JANET resources on the part of users and appropriate disciplinary measures taken by their Organisations.

THE CHEST CODE OF CONDUCT FOR THE USE OF SOFTWARE OR DATASETS

The following text is a transcription of the CHEST Code of Conduct for the Use of Computer Software or Datasets. The Code was originally created with reference to the use of software in Higher Education and Research Council Establishments, but is also applicable when Further Education institutions partake in CHEST Education Offers. The Code has been incorporated into the licence of all centrally-funded CHEST agreements. Many Higher Education establishments have in fact already amalgamated the Code into their regulations.

This Code of Conduct should be observed by all users of software and/or computer readable datasets, hereafter referred to as "Product", that has been issued or made available to them by the "Institution". This Code does not constitute a licence and, in all cases, users of Product should acquaint themselves with the provisions of the relevant licence when they obtain a copy and before putting the same to use.

The Code of Conduct is in three parts:

- (a) The Code
- (b) Definition of Educational Use
- (c) Copyright Acknowledgement

The Code

Unless advised to the contrary it is to be assumed that Product is subject to Copyright Law and is provided for Educational Use, see "Definition of Educational Use".

The Institution will maintain a record, or require any Department which is in receipt of Product to maintain such a record, of each Product that is available for use in the Institution or, in the case of devolved responsibility, within the Department. In either case the record shall contain details of the licensing arrangements for each Product together with the names of any persons to whom a copy has been issued.

All employees and students of the Institution will be informed of this Code of Conduct and all users of Product will be advised of the conditions under which it may be used and will sign that they have been so advised. In the event that users, who are neither employees or students of the Institution, are authorised access to Product they will be similarly advised and shall be required to sign that they have been so advised and will further sign that they will abide by the Code before being given access to Product. The responsibility for ensuring that such users are so informed may be devolved to the "home" Institution by prior agreement between the Institutions.

All employees and students of the Institution will be issued with a copy of the Copyright Acknowledgement.

The Institution will organise arrangements for back-up, copying and distribution of Product and Documentation subject to the conditions of the licence. Users shall not

copy or distribute copies of the software unless permitted to do so under the terms of the licence.

Where it is a condition of supply of Product the Institution will organise a single point of contact for dealing with queries and support of Product. It is recommended that, unless special conditions pertain, this point of contact should be within the Computer Centre.

In the event of termination of the licence for a Product, the Institution will instruct the single point of contact to call in all copies of Product and, where appropriate, make arrangements for the safeguarding of the authorised archival copy.

The Institution shall not permit users to reverse engineer or decompile Products unless permitted so to do under the terms of the Copyright, Designs and Patents Act 1988 and associated Statutory Instruments, or under the terms the licence.

The Institution will use its best endeavours to apply, administer and ensure compliance with this Code of Conduct.

Definition of educational use

Note 1

The following are the ground rules and any variation should be a matter for discussion either centrally, by the body negotiating the licence terms, or, where there is no community-wide negotiation, by an Institution BEFORE the form of licence is signed.

Note 2

The following is a full quotation from the "General Licence Conditions" which apply in CHEST centrally negotiated agreements and in the recommended "Form of Licence" for non-centrally negotiated offers.

Product may be used by any employee, student, or other persons authorised by the Licensee for the purposes of the normal business of the Licensee's organisation, whether or not they are located on the Licensee's premises. Such use of Product includes the following:

- a) Teaching
- b) Research
- c) Personal educational development
- d) Administration and management of the business of the Licensee's organisation
- e) Development work associated with any of the above

General Exclusions:

- i) Consultancy or services leading to commercial exploitation of Product
- ii) Work of direct benefit to the employer of students on industrial placement or part-time courses paid for by the student's employer.

In (i) and (ii) above the Licensor may allow such use in return for acknowledgement of use of Product and/or for an agreed fee.

Note "Commercial Exploitation" in the context of this Code is the use of Product for monetary gain either by the Institution or an individual. Where Product is so used this must be a matter for discussion between the Supplier and the Licensee.

No persons shall be excluded from use of Product for reasons of nationality or citizenship.

All persons who are provided by the licensee with copies of Product must have signed a declaration incorporating the Copyright Acknowledgement.

Copyright acknowledgement

I agree that my usage of any Software, Computer Readable Dataset or Courseware or other similar material, hereafter referred to as "the Product", issued or otherwise made available to me by the Institution to which I am a student or member of staff is subject to the following conditions:

1. I will ensure that all the requirements of the agreements, contracts and licences under which the Product is held by the Institution will be maintained. (Copies of the relevant agreements, contracts and licences may be seen by application to the Faculty or Department which made Product available.)
2. I will adhere to the regulations governing the use of any service involved in the provision of access to the product whether these services are controlled by my own institution or by some other organisation.
3. I will not remove or alter the Copyright Statement on any copies of the Product used by me.
4. I will ensure the Security and Confidentiality of any copy released to me, and will not make any further copies from it or knowingly permit others to do so, unless permitted to do so under the relevant licence.
5. I will use the Product only for purposes defined, and only on computer systems covered, by the agreement, contract or licence.
6. I will only incorporate the Product, or part thereof, in any work, program or article produced by me, where this is permitted by the licence or by "Fair Dealing".
7. I will only incorporate some part or version of the Product in any work produced by me with the express permission of the Licensor or unless this is permitted under the Agreement.
8. I will not reverse engineer or decompile the software products or attempt to do so unless this is explicitly permitted within the terms of the Agreement for the use of the Product.
9. I will return or destroy all copies of the Product at the end of the course/year/period of employment or when requested to do so.

In signing this Copyright Acknowledgement Form I understand that the Institution reserves its right to take legal action against individuals who cause it to be involved in legal proceedings as a result of violation of its licensing agreements.

Institution:

Name: (BLOCK CAPITALS)

Course: Signed:

Year: Date:

Dept:

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