

Computer and Network Use Policy

Introduction

St. John's University, New York (the "University") through the Department of Information Technology (IT), provides an array of computing resources to support the instructional, research and administrative functions of the University, including computing equipment, laptop computers distributed pursuant to the University's Academic Computing Initiative, networks (via wireless and wired access), internet access, computers, terminals, communications networks, printers, software, data files and other relating computing equipment ("Computing Resources"). Agreement and adherence to the following policies is a mandatory prerequisite to use of the Computing Resources and your use of Computing Resources constitutes your agreement to be bound by the policies.

Since rapid change is inherent to computing and information networks, the University reserves the right to modify these policies at any time, except for Academic Computing Initiative policies related to material terms and conditions of ownership, possession and use of University provided laptop computers which policies may be altered only with respect to new recipients of laptop computers. Although the University will make reasonable efforts to announce changes to policies, it is the user's personal responsibility to remain informed of the current policies by periodically checking this Handbook.

Uses of Computing Resources - General

Below, the University sets forth terms and conditions for the use of Computing Resources. Listings of specific acceptable and unacceptable uses are illustrative examples and are not meant to be exhaustive. The University is the sole and conclusive authority on questions relating to acceptable uses of its resources. If a question about use arises, the use should be considered "prohibited" until the University directs otherwise.

Acceptable Uses

Computing resources are available for use only by University faculty, staff, students, administrators and other authorized users. Moreover, use of such resources, other than laptop computers provided pursuant to the Academic Computing Initiative or personally owned computers, is restricted for tasks related to the educational, research and administrative objectives of the University and the University's mission.

Prohibited Uses

Computing Resources may be used only for purposes that are legal, ethical and consistent with the University's mission. The following activities are

examples of prohibited behaviors with respect to the use of Computing Resources:

- Altering system software or hardware configurations, or disrupting or interfering with the delivery or administration of computer resources.
- Tampering with the anti-virus software installed on University owned or provided devices or networks or failure to use updated anti-virus software when accessing a University network.
- Attempting to access or accessing the University's or another user's account, private files, or e-mail without the owner's permission.
- Attempting to access or accessing systems outside of the University without authorization of that system's owner.
- Misrepresenting one's identity in electronic communication.
- Infringing upon the intellectual property rights of others in computer programs or electronic information, including plagiarism and unauthorized use or reproduction in violation of patents, trademarks and copyrights and/or software and other licensing agreements. (See "Copyrighted Material" provision, infra)
- Circumventing or attempting to circumvent software or hardware security systems.
- Installing software (including games) on University-provided computing equipment (other than laptops provide in accordance with the Academic Computing Initiative) without obtaining authorization in advance. The University reserves the right to remove software that violates this policy without advance notice to the user.
- Using computing resources to engage in conduct which intentionally interferes with others' use of shared computing resources. This includes consuming gratuitously large amounts of system resources (e.g. Internet bandwidth, disk space, CPU time) and exceeding time limits where they have been established in University facilities such as microlabs and libraries.
- Using computing and/or electronic mail resources for commercial or personal profit-making purposes or for solicitation or for activities which violate local, state or federal law.
- Allowing or assisting unauthorized users to gain access to computing resources.
- Failing to comply with all applicable laws concerning the transmission, receipt or monitoring of wireless and wired communications.
- Intercepting or monitoring, or attempting to intercept or monitor, network communications or other communications not intended for that user's access without prior authorization.
- Creating programs that secretly collect information about users.

- Using computing resources, including electronic mail, to send nuisance messages such as chain letters, junk mail and profane, obscene, threatening, libelous or harassing messages.
- Using the University's logos or insignias without written permission from the appropriate University authority.
- Displaying, posting, printing or sending material that is contrary to the mission or values of the University, including obscene, pornographic, sexually explicit or offensive material. The information distributed through the University's computing and networking facilities is a form of publishing and is subject to some of the same standards as other types of publications.
- Intentionally or negligently distributing malicious software, such as computer worms, viruses or Trojan horses.
- Engaging in acts of academic dishonesty.

Use of Computing Resources - Using the University's Networks and Internet Access with Personal Devices

The University makes networks and the Internet available to users via wired and wireless connections. The University does not guarantee the privacy of wireless transmissions, and does not guarantee that the WLAN will provide uninterrupted and/or error-free wireless communications.

Use of networks and Internet access is subject to the following additional terms and conditions.

Authorized users are permitted to connect their own computing devices to the University's network or Internet connection after contacting the Department of Information Technology to arrange such access. A user's computer hardware must meet certain specification prerequisites and may require that certain software be installed (particularly with respect to connection to a wireless network). These specifications are subject to change. The University does not guarantee that all computers, even those that meet the specification prerequisites, will be able to access WLAN (except the laptops provided to first-time full-time students). No device will be granted access to a network unless it has current anti-virus software properly installed.

Users are prohibited from accessing any portion of a network that they have not been authorized to access, and may not provide access to any network to anyone who does not have University authorization for such access. Users are prohibited from circumventing or attempting to circumvent network security systems. Network privileges may be revoked temporarily or permanently at the discretion of the University for violation of the Computer and Network Use Policy.

Copyrighted Material

The use of Computing Resources in violation of international and federal copyright laws is strictly prohibited. These federal laws provide to the author of an original work, whether that work is a video, a sound recording, software, or printed material, the exclusive rights to reproduce, adapt, publish, perform and display that work. Anyone other than the copyright holder is required to obtain the express permission of the copyright holder to use the work for any of these purposes.

One prohibited use of the University's computing resources is the use of the Internet to download and share copyrighted music and video in violation of copyright laws. In addition to violating University policy and the law, file-sharing programs (such as Grokster, KazaA, Gnutella, and Limewire) that permit these activities also may impair the University's broadband system because their use causes a strain on the University's broadband capabilities and other network resources. For these reasons, the downloading, or making available for others to download, a copyrighted movie, television show or sound recording without permission of the copyright holder is a violation of University policy. In furtherance of this policy, the University has, and will continue, to create technologies to identify and disable access to file-sharing websites that facilitate the violation of applicable law and University policy. A listing of such sites will be published on St. John's Central. In the event that you desire to legally download any file that may strain the University's broadband capabilities, please contact the Department of Information Technology to arrange for a time and place to do so.

Fair Use of Copyrighted Material

Creation of web pages and other materials for educational and research purposes may involve incorporation of original works of third parties (e.g., printed material, video and sound recordings, multimedia presentations, software) that are covered by copyright laws. Copyright owners are granted five exclusive rights by the copyright law: reproduction, adaptation, publication, performance and display.

These exclusive rights, however, are subject to the "Fair Use" doctrine. "Fair Use" is a privilege of persons other than the copyright owner to use the copyrighted material in a reasonable manner without his/her consent notwithstanding the monopoly granted to the owner by the copyright.

A finding of fair use is not easily determined. However, there are four nonexclusive statutory factors to be considered in determining whether a use is fair. They are:

1. The purpose and character of the use, including whether the use is for commercial purposes or for non-profit educational purposes.
2. The nature of the work, including whether the work is creative or informational and published or unpublished.
3. The amount used in relation to the work as a whole, considering both quantitative and qualitative substantiality. No quantification of use limits exists by statute.
4. The effect of the use on the potential market for or the value of the work. (The greater the effect on market or value, the less the likelihood that the use will be fair.)

Developers of web pages are especially cautioned to recognize that access to their pages by individuals from outside the University community may impact one or more of the above factors. Consistent with principles of fair use, authors are responsible for obtaining all permissions that may be necessary to incorporate works of third parties into their own work. The University rules governing attribution require that all users of University computing networks acknowledge any usage of ideas or materials produced by others by identifying the source and nature/extent of indebtedness.

Web Pages

Consistent with the purposes for which the University's Computing Resources are intended, web pages may be created and posted only in support of the instructional, research and administrative objectives of the University. Web pages may not include any advertising, nor may they be used in support of any commercial or business activities. The content of web pages and their compliance with this policy is the sole responsibility of the author.

The University reserves the right to restrict the content of or remove web pages for violation of these or any University policies, including for causing excessive traffic to the University's web servers.

Academic Computing Initiative

St. John's University is pleased to have undertaken the Academic Computing Initiative, which provides portable computing devices (currently laptop computers) to eligible students for use during their studies at the University.

Students eligible to participate in the Academic Computing Initiative will receive a portable computing device ("Computer"). ("Computer" refers to the portable computing device and any other peripherals, software, or attachments furnished with the Computer.) The Computer *remains the property of the University* until the student graduates from an the University program with 120 or more credits, after which time title and certain licenses will be transferred to the student without any warranty, including any and all implied warranties, provided that s/he has met all financial responsibilities

to the University. After title is transferred, the University will have no responsibility for the Computer whatsoever, including with respect to warranties, support, software, repairs or disposal.

Students are required to return the Computer to the University if their enrollment at the University is terminated either by them or by the University prior to graduation, or upon their graduation from a two-year undergraduate program if they do not then enroll in a bachelor's or equivalent program. Students also must return the Computer upon informing the University of their intention to withdraw from all classes or if they breach any material term of this Academic Computing Initiative policy, although in these situations a Computer will be returned to students when they re-register for 12 or more credits for a subsequent Fall or Spring semester and meets their financial responsibilities for such credits, or cure their breach of this policy, whichever is applicable. In addition, the University reserves the right, in its sole discretion, to require the immediate return of the Computer if the student withdraws to less than 12 credits in a current semester or enroll for less than 12 credits in a subsequent semester. If the student does not return the Computer within three business days after any of the above triggering events, the University will put a hold on the student's record (which will prevent future registration with the University and the release of transcripts), and place a \$1,500 charge on the student's University account. The hold and charge will be removed when the Computer is returned to the University in good working condition.

Students are responsible for the care of the Computer. The University may obtain property insurance for the Computer, but may choose not to do so or not to continue such insurance in the future, and the student accepts the risk that the Computer may not be insured to protect the student's interests. Whether or not insurance coverage is in effect, the student will be responsible for any loss, theft or damage to the Computer, including replacement costs. If insurance is in effect, and the loss, theft or damage is covered, the student will be responsible only for the deductible, *which is subject to change*. The deductible at the time of this printing is \$250 for damage, \$500 for the first loss or theft, and \$1000 for the second loss or theft. This deductible has to be paid in full prior to issuing a replacement Computer.

If the Computer is lost or stolen, the student is required to immediately report it the Department of Public Safety and comply with their procedures, including filing an official report with the appropriate police department. Students may not report a Computer lost or stolen pursuant to this policy subsequent to their completion of any semester unless they re-enroll for, and satisfy their financial commitments for, the following semester, and thus

such Computers will be considered non-returned and the student's account will be charged \$1,500. If the Computer is damaged or malfunctioning, the student must bring the Computer to the Information Technology Department Repair Shop for assessment and/or repair. The University will attempt to provide the student with a temporary replacement Computer during the repair process, the terms and conditions for the use of which are identical to those set forth in this policy, except that the loaned Computer must be returned to the University immediately upon the University's written request for such return; a \$20 per day charge will be assessed for each day after the third business day following the University's request for return. The University shall take all reasonable efforts to enforce any manufacturer's warranty, provided that the University shall not be obligated to commence or resort to any litigation to enforce such warranty. If a student's Computer is stolen, lost or damaged beyond repair, the student will receive a functionally equivalent replacement, provided that all of the student's financial obligations under this policy are met; students are entitled to only 2 replacements.

Students agree to the following terms and conditions for participating in the Academic Computing Initiative:

1. Upon the request of the University's Information Technology Department, the student agrees to deliver the Computer to that department on the date specified to verify inventory/asset information; failure to do so will result in a fine of \$50.
2. The student agrees to adhere to all of the provisions of this Computer and Network Use Policy, and otherwise to use the Computer in accordance with the University policies and procedures.
3. The Student agrees to comply with all applicable laws, including copyright and intellectual property laws pertaining to the use of software and the downloading of files from the Internet.
4. The student agrees that it is his/her responsibility to regularly backup all data from the Computer onto an alternative storage media, including prior to bringing the Computer for repair.
5. The student agrees not to assign, transfer, pledge or otherwise dispose of the Computer, or any interest therein, or lend the Computer or otherwise permit it to be possessed or used by anyone.
6. The student agrees not to remove or alter any identification labels, plaques, tags or mechanisms, or security devices, displayed or installed on the Computer; doing so will result in a fine of \$100.
7. The student agrees not to make any alterations in, make improvements to, or add attachments, peripherals or hardware to, the Computer, other than attaching peripherals to established ports.

8. The student agrees not to install on the Computer or otherwise use software for which you have no license.
9. The student agrees not to alter, disable or otherwise interfere with the anti-virus software pre-loaded on the Computer.
10. The University has arranged for certain software updates, including for anti-virus software, to be downloaded to your Computer through the University network. The student agrees that when such updates are available, the student will permit them to be downloaded.
11. The student agrees not to install any voice over IP software on the Computer.
12. The student agrees that the Information Technology Department will be the sole determiner of whether you have breached any of these conditions, or any other material term of this Academic Computing Initiative policy. Any such breach will permit the University, at its sole discretion, to terminate the student's participation in the Academic Computing Initiative program, in which case the student agrees to immediately return the Computer to the Information Technology Department.

The University is not responsible for any losses, injuries, damages, claims, and expenses (including legal expenses), incurred by the student caused by the transportation, possession, ownership, maintenance, and use of the Computer. The student agrees to indemnify and hold the University harmless against any claims for such losses, injuries, damages, claims and expenses. This indemnity shall survive the expiration of this policy.

Indemnification

Each user is responsible for his or her own activities in using the University's Computing Resources, and will indemnify and hold harmless the University from any liability to the user or any third party arising out of the use of the computing resources by the user or any loss of information existing or stored on the University's computing equipment or resources, including all files and electronic mail.

Intellectual Property Ownership Rights

Ownership of intellectual property (with the exception of traditional works of scholarship of creativity, such as textbooks and instructional material) produced through significant use of the University's computing equipment, networks and information resources shall reside with St. John's University. In instances where such materials are sold, licensed or otherwise marketed, royalties on revenue shall be shared between the University and the authors

of such materials in accordance with the University's patent and intellectual property policies.

Privacy and Confidentiality

Unless otherwise specified, access to Computing Resources at St. John's University will be through a control mechanism that provides for identification of authorized users. In addition, this mechanism will specify the location where authorized users can store or access data files. Users are expected to access only those resources that have been explicitly made available to them through this control mechanism. Users of computing resources are fully responsible for the protection of their user account including system ID codes and passwords.

- Users must not share computer accounts, passwords or other types of authorization.
- Users are afforded exclusive use of all data files, information files and messages stored in their accounts and may expect that their data files and e-mail will remain private. This, however, does not imply that users are necessarily the owners of these data.
- The University may take all reasonable actions to ensure the integrity of its Computing Resources, including prevention of damage to data and equipment, irrespective of any asserted privacy interests.

The Department of Information Technology as the business unit that operates and manages Computing Resources at the University, has instituted commercially acceptable and reasonable internal mechanisms and controls to safeguard the privacy of data stored in our systems although no system is impenetrable to security breaches. These mechanisms require that specific privileges be given to personnel responsible for the maintenance of computer systems. These rights are afforded to ensure proper operation of the systems and will not be used as a method for accessing private information, except as necessary for maintenance of the systems or for investigation of policy violations, or as directed by appropriate legal authorities.

Sanctions/ Suspension of Privileges

Violations of this policy constitute unacceptable use of Computing Resources. Violations may result in a loss of computing privileges and may subject users to the University's regular disciplinary processes, including suspension or dismissal from the University.

Whether or not a violation of this policy has occurred, the University reserves the right to immediately suspend computing privileges when continued use of any Computing Resources may result in harm to or otherwise compromise

that or any other Computing Resources. Such privileges will be restored after the potential harm is eliminated (e.g., a virus on a personal computer is deleted), unless a material violation of this policy is alleged, in which case the matter will be referred to the regular disciplinary processes of the University.

In addition, illegal acts involving University Computing Resources may also subject violators to prosecution by local, state and/or federal authorities. Suspected or known violations should be reported to the appropriate University authority, in accordance with current disciplinary procedures. Violations will be processed in accordance with these procedures and/or law enforcement agencies.

Warranties and Disclaimers

Except as expressly provided herein, St. John's University makes no warranties, either express or implied, as to the merchantability, fitness, design or condition of, or the quality of the material or workmanship in any Computer Resource, including portable computing device computers provided through the University's Academic Computing Initiative and software for which licenses are granted to users, and does not warrant that the functionality of Computing Resources will meet a user's specific requirements. The University expressly disclaims all warranties not stated herein. St. John's University shall not be liable for any losses, injuries, damages, including incidental or consequential damages, claims, expenses (including legal expenses), lost profits, lost savings, including for loss of data, that is the result of the use, inability to use, interruption or error in any Computing Resource, including network and Internet service.

The University, through its networks, provides access to a large number of conferences, lists, bulletin boards, and Internet information services. These materials are not affiliated with, endorsed by, or reviewed by the University. Therefore, the University takes no responsibility for the truth or accuracy of the content found within these information sources. Some of these sources may contain material that is offensive or objectionable to some users or would violate this policy if published by an authorized user. The University cannot protect individuals against the existence or receipt of material that may be offensive to them. Furthermore, those members of the University community who use e-mail or make information about themselves available on the Internet must recognize that the University cannot protect them from invasions of privacy and other possible dangers that could result from an individual user's distribution of personal information.