



Information Technology Use Policy & Procedures As At August 2008

Private and Confidential

1.0 Policy

- 1.1. This policy applies to students, staff and visitors of Performance English.
- 1.2. The purpose of this policy is to specify user responsibilities and to promote the appropriate use of IT for the protection of all members of the Performance English community.
- 1.3. Appropriate and responsible use of the Performance English computing and networking facilities is defined as use that is consistent with the teaching, learning, research and administrative objectives of Performance English and with the specific objectives of the project or task for which such use was authorised. All uses inconsistent with these objectives are considered to be inappropriate use.
- 1.4. This policy is the responsibility of the Manager of Operations. Any breach of this policy will be dealt with by the Manager of Operations and/or the Chief Executive and may result in disciplinary action or expulsion for serious breach.

2.0 IT Conditions of Use

- 2.1. It is the policy of Performance English that its computing and networking facilities are intended for use for teaching, learning, research and administration in support of Performance English's mission. Although recognising the increasing importance of these facilities to the activities of staff and students, Performance English reserves the right to limit, restrict, or extend access to them.
- 2.2. All persons using the computing and networking facilities shall be responsible for the appropriate use of the facilities provided as specified by the "Codes of Practice" of this policy, and shall observe conditions and times of usage as published by the Manager of Operations.
- 2.3. It is the policy of Performance English that its computing and associated network facilities are not to be used for commercial purposes or unrelated activities without written authorisation from Performance English. In any dispute as to whether work carried out on the computing and networking facilities is internal work, the decision of the Chief Executive is final.
- 2.4. The user will not record or process information which knowingly infringes any patent or breach any copyright.
- 2.5. Performance English will endeavour to protect the confidentiality of information and material furnished by the user and will instruct all computing personnel to protect the confidentiality of such information and material, but Performance English shall be under no liability in the event of any improper disclosure.

- 2.6. Performance English will endeavour to safeguard the possibility of loss of information within Performance English's computing and networking facilities but will not be liable to the user in the event of any such loss. The user must take all reasonable measures to further safeguard against any loss of information within Performance English's computing and networking facilities.
- 2.7. If a loss of information within the system can be shown to be due to negligence on the part of the computing or network personnel employed by Performance English, or to any hardware or software failure which is beyond the user's means to avoid or control, then the Information Technology Services will endeavour to help restore the information and will not charge the user for computer time spent in such restoration.
- 2.8. The use of the computing and networking facilities is permitted by Performance English on the condition that it will not involve the infringement of any patent or the breach of any copyright and the user agrees to indemnify and keep indemnified Performance English and each member and every member of its staff against all actions, claims, and demands for infringement of patent and or breach of copyright which may be brought or made against Performance English or any member of its staff arising out of or in connection with the use of the computing and networking facilities.
- 2.9. Users of the computing and networking facilities recognise that when they cease to be formally associated with Performance English (e.g. no longer an employee, enrolled student or visitor to Performance English), their information may be removed from the computing and networking facilities without notice. Users must remove their information or make arrangements for its retention prior to leaving Performance English.
- 2.10. Performance English reserves the right to limit permanently or restrict any user's usage of the computing and networking facilities; to copy, remove, or otherwise alter any information or system that may undermine the authorised use of the computing and networking facilities; and to do so with or without notice to the user in order to protect the integrity of the computing and networking facilities against unauthorised or improper use, and to protect authorised users from the effects of unauthorised or improper usage.
- 2.11. Performance English, through authorised individuals, reserves the right to periodically check and monitor the computing and networking facilities, and reserves any other rights necessary to protect them.
- 2.12. Performance English disclaims responsibility and will not be responsible for loss or disclosure of user information or interference with user information resulting from its efforts to maintain the privacy, security and integrity of the computing and networking facilities and information.
- 2.13. Performance English reserves the right to take emergency action to safeguard the integrity and security of the computing and networking facilities. This includes but is not limited to the termination of a program, job, or on-line session, or the temporary alteration of user account names and passwords. The

taking of emergency action does not waive the rights of Performance English to take additional actions under this policy.

- 2.14. Users of the computing and networking facilities do so subject to applicable laws and Performance English policies.
- 2.15. The Manager of Operations may suspend any person from using the computing and networking facilities if after appropriate investigation that person is found to be:-
 - responsible for wilful physical damage to any of the computing and networking facilities;
 - in possession of confidential information obtained improperly;
 - responsible for wilful destruction of information;
 - responsible for deliberate interruption of normal services provided by the Computing Centre;
 - responsible for the infringement of any patent or the breach of any copyright;
 - gaining or attempting to gain unauthorised access to accounts and passwords;
 - gaining or attempting to gain access to restricted areas without the permission;
 - responsible for inappropriate use of the facilities.

3.0 User Responsibilities

Users of the Performance English computing and networking facilities accept the following specific responsibilities:

3.1. Security:

- To safeguard their data, personal information, passwords and authorisation codes, and confidential data;
- To take full advantage of file security mechanisms built into the computing systems;
- To choose their passwords wisely and to change them periodically;
- To follow the security policies and procedures established to control access to and use of administrative data.

3.2. Confidentiality:

- To respect the privacy of other users; for example, not to intentionally seek information on, obtain copies of, or modify files, tapes, or passwords belonging to other users or Performance English;

- Not to represent others, unless authorised to do so explicitly by those users;
 - Not to divulge sensitive personal data to which they have access concerning staff or students without explicit authorisation to do so.
- 3.3. To respect the rights of other users; for example, to comply with all Performance English policies regarding sexual, racial, and other forms of harassment. Performance English is committed to being a racially, ethnically, and religiously heterogeneous community.
 - 3.4. To respect the legal protection provided by copyright and licensing of programs and data; for example, not to make copies of a licensed computer program to avoid paying additional license fees or to share with other users.
 - 3.5. To respect the intended usage of systems for electronic exchange (such as e-mail, Usenet News, World Wide Web, etc.); for example, not to send forged electronic mail, mail that will intimidate or harass other users, chain messages that can interfere with the efficiency of the system, or promotional mail for profit-making purposes. Also, not to break into another user's electronic mailbox or read someone else's electronic mail without their permission.
 - 3.6. To respect the integrity of the computing and networking facilities; for example, not to intentionally develop or use programs, transactions, data, or processes that harass other users or infiltrate the system or damage or alter the software or data components of a system. Alterations to any system or network software or data component are to be made only under specific instructions from authorised staff.
 - 3.7. To report any information concerning instances in which Performance English IT Security Policy or any of its standards and codes of practice has been or is being violated. In general, reports about violations should be directed initially to the Manager of Operations.

4.0 Code of Practice

The following apply to specific activities:

4.1. Illegal activity.

In general, it is inappropriate use to store and/or give access to Information on Performance English computing and networking facilities that could result in legal action against Performance English.

4.2. Objectionable material.

Performance English's computing and networking facilities must not be used for the transmission, obtaining possession, demonstration, advertisement or requesting the transmission of objectionable material knowing it to be objectionable material including:

- A film classified RC (refused classification), a computer game classified RC (refused classification), or a refused publication;
- Child pornography;
- An article that promotes crime or violence, or incites or instructs in matters of crime or violence; or
- An article that describes or depicts, in a manner that is likely to cause offense to a reasonable adult

4.3. Restricted Material

Performance English's computing and networking facilities must not be used to transmit or make available restricted material to a minor, restricted material being defined as an article that a reasonable adult, by reason of the nature of the article, or the nature or extent of references in the article, to matters of sex, drug misuse or addiction, crime, cruelty, violence or revolting or abhorrent phenomena, would regard as unsuitable for a minor to see, read or hear.

4.4. Restricted Software and Hardware.

Users should not knowingly possess, give to another person, install on any of the computing and networking facilities, or run, programs or other Information which could result in the violation of any Performance English policy or the violation of any applicable license or contract. This is directed towards but not limited to software known as viruses, Trojan horses, worms, password breakers, and packet observers.

The unauthorised physical connection of monitoring devices to the computing and networking facilities which could result in the violation of Performance English policy or applicable licenses or contracts is inappropriate use. This includes but is not limited to the attachment of any electronic device to the computing and networking facilities for the purpose of monitoring data, packets, signals or other information.

4.5. Copying and Copyrights.

Users of the computing and networking facilities must abide by the relevant copyright laws.

Most software that resides on the computing and networking facilities is owned by Performance English or third parties, and is protected by copyright and other laws, together with licenses and other contractual agreements. Users are required to respect and abide by the terms and conditions of software use and redistribution licenses. Such restrictions may include prohibitions against copying programs or data for use on the computing and networking facilities or for distribution outside Performance English; against the resale of data or programs, or the use of them for non-educational purposes or for financial gain; and against public disclosure of information about programs (e.g., source code) without the owner's authorisation.

4.6. Harassment.

The Performance English computing and networking facilities are not to be used to libel, slander, or harass any other person.

The display of offensive material in any publicly accessible area is likely to violate Performance English's harassment policy. There are materials available on the Internet and elsewhere that some members of the Performance English community

will find offensive. One example is sexually explicit graphics. Performance English cannot restrict the availability of such material, but it considers its display in a publicly accessible area to be inappropriate. Public display includes, but is not limited to, publicly accessible computer screens and printers.

4.7. Game Playing.

Recreational game playing, that is not part of an authorised and assigned research or instructional activity, is not permitted.

4.8. Use for Personal Business.

Performance English computing and network facilities may not be used in connection with compensated outside work nor for the benefit of organisations not related to Performance English.

4.9. Printouts.

Users are responsible for the security and privacy of printouts of Performance English information.