



Hochschule Niederrhein
University of Applied Sciences

IT – Terms of Use of the Hochschule Niederrhein

Version 1.0

Status: 27/04/2015

Status Final

Author Mülders, Rostek



List of abbreviations.....	3
IT Terms of Use of the Hochschule Niederrhein.....	4
Preamble	4
Article 1 Scope of validity	5
Article 2 Legal status and organisation of the KIS Department.....	5
Article 3 Tasks of the KIS Department.....	5
Article 4 Authorised users and authorisation for use	6
Article 5 Rights and obligations of the authorised users.....	7
Article 6 Exclusion from use.....	9
Article 7 Rights and obligations of the KIS Department.....	10
Article 8 Special provisions regarding the use of communications services	11
Article 9 Liability of the users.....	12
Article 10 Liability of the University	12
Article 11 Validity	14

List of abbreviations

CIO	Chief Information Officer
ICT	Information and communication technology
IT	Information technology
I&C	Information and communication infrastructure
KIS	Communication and Information Systems Service

IT Terms of Use of the Hochschule Niederrhein

Pursuant to Article 2 Section 4 (1) of the Act on the Law on Higher Education of the State of North Rhine-Westphalia (Higher Education Act HG) of 16 September 2014 (GV. NRW. P. 547) the Hochschule Niederrhein has issued the following set of regulations.

Preamble

These Terms of Use are intended to ensure that the use of the information processing infrastructure of the Hochschule Niederrhein is as trouble-free, unhindered and safe as possible. The Terms of Use are based on the legally defined tasks of the Hochschule Niederrhein and its mandate to safeguard academic freedom. It establishes basic rules for the proper operation of the information processing infrastructure and thereby governs the relationship between the individual users and the Hochschule Niederrhein.

Article 1 Scope of validity

These Terms of Use apply to the use of the information and communication infrastructure (I&C infrastructure) and I&C services of the Hochschule Niederrhein which are operated and provided by the Department of Communication and Information Systems Service (KIS).

Article 2 Legal status and organisation of the KIS Department

- (1) The Department of Communication and Information Systems Service (KIS) is the central contact for cross-university I&C services at the Hochschule Niederrhein. It was created in 2013 from the central operating unit KIS, which was founded in 2008 by a resolution of the Senate as a merger of the Data Processing Centre DVZ and the Administrative Data Processing Unit.
- (2) The KIS Department is assigned to the Management Unit of the Vice-President for Economic and Personnel Administration.
- (3) The KIS Department with its locations in Krefeld and Mönchengladbach is managed by the CIO, who is also Head of the Department.
- (4) The KIS Department supports the university
 - in the performance of data processing tasks and in computer-assisted information processing
 - with services in the field of application systems and the I&C infrastructure and
 - by the provision of support services for users and their end devices.
- (5) Within the framework of cooperation agreements, the KIS is also permitted to perform tasks for third parties, such as institutes affiliated with the University.

Article 3 Tasks of the KIS Department

- (1) The tasks of the CIO are
 - Planning and implementation of the cross-university IT strategy coordination and compliance with the decisions of the University Executive
 - Planning, budgeting, coordination and implementation of commissions and projects
 - Organisation and maintenance of customer and supplier relations
 - Reporting to university management (University Executive)
 - Planning and implementation of the partner strategy in coordination and compliance with the decisions of the University Executive.
 - IT representation of the Hochschule Niederrhein in the entire external context
- (2) In order to achieve and exploit the synergy effects, the KIS Department is primarily responsible for information and communication tasks that are of comprehensive importance for the entire university. As the service and competence centre for all matters concerning the Hochschule Niederrhein, the KIS provides both cross-university and decentralised services related to specific user groups within the framework of the entire communication network, computers, system and application software.
To safeguard the information and communication services, the KIS is therefore responsible for the tasks described below.

(3) The tasks of the KIS Department are:

- Planning, implementation and operation of the I&C systems assigned to the KIS for tasks in teaching, studying and administration;
- Supervision of the I&C resources available for the Hochschule Niederrhein and the operational supervision of all electronic I&C systems in the Hochschule Niederrhein, unless this is the task of other organisational units or institutions of the Hochschule Niederrhein;
- Coordination of the procurement of electronic I&C systems in the University;
- Acquisition, selection, administration, documentation, maintenance and further development of standard and basic software, in particular university and campus licences, as well as selection, use and support of the user software employed in university administration;
- Consultation, training and support of users in all IT matters;
- Implementation of training, further education and continuing education measures for members of the University as well as support of the faculties in IT-related courses;
- Verification of licenses, whether they are available in sufficient form for all active users, as well as compliance with other usage restrictions of the license agreements.

(4) The KIS Department is also responsible for the planning, installation and operation of computer-supported information and communication networks, including the necessary central servers and data communication and telecommunication systems. In this respect, the KIS is in particular responsible for the following:

- Provision and maintenance of trouble-free and, if possible, uninterrupted operation of the communication network;
- Coordination of the expansion and maintenance of the communication network;
- Management of address and name spaces;
- Provision of network services and central network servers;
- Support of the users in the use of the services.

(5) In order to ensure the proper operation of the information processing infrastructure of the Hochschule Niederrhein, KIS management can issue further binding regulations on use.

(6) Details of the departmental structure of the Department and the distribution of tasks within the KIS are shown in the departmental organisation chart and the schedule of responsibilities at the Hochschule Niederrhein. Both documents are available on the university's website.

Article 4 Authorised users and authorisation for use

(1) The following are permitted to use the services of the KIS department (see KIS product and service catalogue):

- Members and affiliates of the Hochschule Niederrhein in the sense of the Hochschulgesetz NRW;
- Bodies representing interest groups (e.g. staff councils, representation of severely disabled persons), Equal Opportunities Officer and Data Protection Officer of the Hochschule Niederrhein
- Other representatives of the University
- Contract lecturers if they are not already included in section 1;

- Members and participants of joint projects from other universities and scientific institutions
- (2) Additional persons or institutions are admitted after due consideration by the Head of the KIS.
- (3) The University reserves the right to restrict the circle of users.
- (4) Admission is granted exclusively for academic purposes in research, teaching and university courses, for library and administrative purposes, for training and further education and for the fulfilment of other tasks of the Hochschule Niederrhein. Another use may be permitted provided that the purpose of the KIS and the interests of other users are not negatively affected.
- (5) Permission to use the facilities and services of the KIS Department is granted by issuing a permit. To this purpose the user is assigned a user ID (account). This is created automatically for certain groups such as employees and students of the University. Other authorised users must apply for a user account through the KIS IT Service. Applications must be submitted using forms that are published on the University's website. The decision on the application is given in writing, these Terms of Use are part of the decision. Permission may be granted for a limited period of time.
- (6) If use is granted on the basis of secondary employment, the Secondary Employment Regulations for the University Sector of the State of North Rhine-Westphalia apply.

Article 5 Rights and obligations of the authorised users

- (1) The users have the right to use the facilities, data processing equipment and information and communication systems of the KIS in accordance with these Terms of Use as well as the rules issued in accordance with Article 3 Section (5). Any use deviating from this requires separate approval. To this purpose they can contact the IT Support team with suggestions and complaints.

- (2) The users have the following obligations:

General:

1. To observe the requirements of the Terms of Use and to comply with the limits of the permit, in particular to observe the purposes of use specified in Article 5 Section (4);
2. To refrain from doing anything that interferes with proper operation of the KIS facilities;
3. To handle all data processing equipment, information and communication systems and other facilities of the KIS with due care and diligence;

(Handling authentication media - passwords, smart cards, etc.)

4. To work exclusively with the authentication media they are permitted to use within the scope of the permit;
5. To ensure that no other persons gain knowledge of or access to the authentication media, and to take precautions to prevent unauthorised persons from accessing the resources of the KIS; this also includes protecting access by means of a secret and suitable password, i.e. one that is not easy to guess and should be changed regularly if possible;
6. Neither to determine nor to use the IDs or passwords of other users;
7. Not to use unauthorised access to information of other users and not to pass on, use or change information of other users without permission;

(Software use, copyrights, data protection)

8. When using software, documentation and other data, to comply with the statutory provisions, in particular regarding copyright protection, and to observe the licence terms under which software, documentation and data are provided by KIS;
9. Not to copy software, documentation and data provided by KIS nor to pass them on to third parties, unless expressly permitted, nor to use them for purposes other than those permitted;
10. To observe the legal requirements, in particular with regard to data protection, when using personal and person-related data;
11. To coordinate the processing of personal data with KIS if this is done in connection with the implementation of a service offered by KIS and - without prejudice to the user's own data protection obligations - to take into account the data protection and information security measures proposed by KIS;

(Use of the IT facilities of the university)

12. To follow the instructions of the personnel on the premises of KIS;
13. Not to remedy malfunctions, damage and errors in data processing equipment, information and communication systems and data carriers of the KIS Department themselves, but to report them immediately to the KIS staff;
14. Not to interfere with the hardware installations of the KIS without the express consent of the KIS and not to change the configuration of the operating systems, the system files, the system-relevant user files and the network;
15. To refrain from imposing an uncoordinated or unjustified excessive load on the network to the detriment of other users or third parties;

(Other)

16. To secure their own data and programmes in such a way that no damage is caused by loss of services provided by KIS;
 17. To provide the Head of the KIS on request in justified individual cases - in particular in the case of justified suspicion of misuse and for the purpose of fault clearance - with information on programmes and methods used for monitoring purposes and to allow inspection of the programmes.
- (3) The I&C infrastructure may only be used in compliance with the applicable laws and regulations. Attention is expressly drawn to the fact that according to the Penal Code (StGB), the following offences in particular are punishable:
- Spying on data (Article 202a StGB);
 - Interception of data (Article 202b StGB)
 - Preparation for spying on and interception of data (Article 202c StGB);
 - Unauthorised modification, deletion, suppression or rendering unusable of data (Article 303a StGB);
 - Computer sabotage (Article 303b StGB) and computer fraud (Article 263a StGB);
 - The dissemination of propaganda material of unconstitutional organisations (Article 86 StGB) or of inciting concepts (Article 130 StGB)

- Distribution of pornographic images (Article 184 ff. StGB), in particular the distribution, acquisition and possession of writings depicting child pornography (Article 184b StGB) and the broadcasting of pornographic content by radio, media or teleservices (Article 184d StGB)
- Offences of honour such as insulting or slandering (Article 185 ff StGB), insulting confessions, religions or world views (Article 166 StGB);
- Copyright infringements, e.g. by copying software in violation of copyright law or entering protected works into a data processing system (Article 106 ff. Copyright Law (UrhG)).

Users and operators must inform themselves about the applicable relevant data protection and data security regulations.

Article 6 Exclusion from use

- (1) The improper use of the data processing equipment, information and communication systems and other facilities for computer-aided information processing of the University is prohibited.
- (2) Users may be temporarily or permanently restricted in their use or excluded from use, in particular if
 - They culpably violate these Terms of Use, in particular the obligations listed in Article 5 (abusive behaviour) or
 - They misuse the I&C resources for criminal activities, or
 - Their behaviour seriously disrupts the operation of the KIS Department, or
 - The University suffers damage as a result of any other unlawful usage behaviour.
- (3) Temporary restrictions of use, which are decided by the Head of the KIS, are to be lifted as soon as proper use appears to be once more guaranteed.
- (4) Permanent restriction of use or the complete exclusion of a user from further use is only possible in the event of serious or repeated violations within the meaning of the Section (1), if proper conduct is no longer to be expected in the future. The decision to enforce permanent exclusion is made by the University Executive upon request of the Head of the KIS by means of a notice. Possible claims of KIS arising from the user relationship remain unaffected. The user is not entitled to any compensation or other claims for damages or other claims based on measures according to Section (2).
- (5) Measures in accordance based on Section (2) are only to be taken after a written warning with reference to the consequences that would otherwise occur. The person concerned must be given the opportunity to comment. In any case, he/she must be given the opportunity to save his/her data.
- (6) In the event of restriction of use, the responsible staff council and other interest groups must be involved in advance.
- (7) It is irrelevant whether the infringement resulted in material damage or not.
- (8) Notwithstanding the measures pursuant to Section (2) above, the right is reserved to initiate measures under civil and/or criminal law.

Article 7 Rights and obligations of the KIS Department

- (1) The KIS Department maintains an electronic directory of the user authorisations granted, which lists the user and email IDs as well as the name and address of the authorised users. The KIS Department collects, stores and uses the personal data necessary for the user relationship and the maintenance of secure and efficient IT operations in compliance with the relevant legal provisions.
- (2) The integrity of third-party applications cannot be guaranteed. The constant availability of I&C systems, applications or data cannot be guaranteed.
- (3) Insofar as this is necessary for troubleshooting, system administration and expansion or for reasons of system security and protection of user data, KIS may temporarily restrict the use of its resources or temporarily block individual user IDs. If possible, the users concerned must be informed in advance.
- (4) If there are factual indications that users have illegal content available for general access on the KIS servers, KIS may prevent further use until the legal situation has been sufficiently clarified.
- (5) The KIS Department is entitled to monitor compliance with any password directives by means of regular manual or automated measures to protect data processing resources and user data against unauthorised access by third parties. In the event of necessary changes to user passwords, access authorisations to user files and other protective measures relevant to use, the user must be informed immediately in advance, except in cases of imminent danger.
- (6) Within the framework of the applicable legal regulations, the KIS Department is entitled to use technologies with which activities in the University network can be analysed and visualised. The aim is to identify risks associated with the applications and content used and therefore be able to initiate or implement appropriate security measures in a timely manner. The evaluation of the collected data is carried out in anonymous form. In the event of a request from a state investigating authority, the anonymity can be removed and the respective activity can therefore be traced back to the corresponding user.
- (7) In accordance with the following regulations, the KIS Department is entitled to document and evaluate the use of the resources of the KIS Department by individual users, but only to the extent necessary:
 - To ensure proper system operation,
 - For resource planning and system administration,
 - To protect the personal data of other users,
 - For accounting purposes,
 - For detecting, limiting and eliminating faults or errors in the telecommunications equipment
 - To clarify and prevent illegal or abusive use.
 - For the creation of an audit concept based on the BSI (Federal Office for Information Security) IT Baseline Protection Manual (BSI Standard 100)
 - To enable data protection monitoring in accordance with Article 19 Section 2 (1) d) of the Data Protection Law of the State of North-Rhine Westphalia
- (8) The traffic and usage data of online activities on the internet and other teleservices which KIS provides for use or to which KIS arranges access for use shall be deleted as soon as possible, at the latest immediately at the end of the respective period of use, unless it concerns accounting data.

- (9) As specified in the statutory provisions, the KIS Department is obliged to maintain telecommunications and data secrecy.

Article 8 Special provisions regarding the use of communications services

- (1) With approval, all users receive a personal email address of the Hochschule Niederrhein which contains their name. Messages sent to this email address shall be deemed to have been delivered on the day they are received if they are received within normal core working hours. Otherwise the next working day. An existing functional email address should be used for messages to bodies such as interest representations or equal opportunities authorities to ensure compliance with the deadlines for matters requiring the involvement of these bodies.
- (2) Notwithstanding the rights of KIS according to Article 100 (Telecommunications Act, *TKG*) as well as according to Article 7 Section 3, only the respective user has access to his/her personal message and email account, as well as the exclusive right to initiate the forwarding of messages addressed to personal email addresses.
- (3) The Hochschule Niederrhein can set up special email addresses for official use which do not contain any reference to the name of individual persons. These mail addresses may only be used for official purposes.

Access to the relevant message and email accounts as well as forwarding of messages sent to these email addresses can be defined by the authority and changed at any time. Exceptions to this rule are the mailboxes of staff councils and other interest groups.

- (4) Students are obliged to use ICT systems offered centrally by the KIS and, in email correspondence, to use email addresses of the Hochschule Niederrhein. The same applies to staff members in the context of their official duties.
- (5) After expiry of the right of use in accordance with Article 4, the University shall proceed as follows; students' user accounts shall be blocked one month after exmatriculation and deleted seven months after the exmatriculation date. User accounts of employees are blocked when they leave the University and are deleted after one year.
- (6) Subject to the rights of the KIS according to Article 7 Section 3 and Section 4, access to folders for file storage, web pages and other contents in network-based portals is exclusively regulated by
- The respective person for personal websites and folders
 - The respective researchers responsible for individual research projects, research centres and research foci,
 - The respective responsible lecturers for individual degree programmes, teaching areas, teaching projects, laboratories and courses,
 - The respective staff council member for the staff councils,
 - The respective interest group for other interest groups,
 - The Data Protection Officer(s) for data protection,
 - The respective Head of the institute or central institution for institutes and central institutions
 - The respective Dean's Office for comprehensive websites and folders of individual faculties and
 - The University Executive for central general websites and folders and all others.

Article 9 Liability of the users

- (1) Users are liable for all disadvantages incurred by the University as a result of improper or illegal use of the data processing equipment, communication systems, other facilities for computer-assisted information processing and the right of use, or as a result of the user culpably failing to comply with his or her obligations under these Terms of Use. Liability principles under labour law remain unaffected.
- (2) Users are also liable for damage caused by third-party use within the scope of the access and usage options made available to them if they are responsible for this third-party use, in particular if the personal user ID is passed on to third parties.
- (3) Users shall release the University from all claims if third parties claim damages, apply for an injunction or any other form of compensation from the University due to abusive or illegal behaviour on the part of the user.
- (4) If users operate their own IT systems in the university network without coordination or consultation with the KIS Department, they are liable for all resulting consequences. They are responsible for ensuring that the use of these systems complies with the law and does not restrict the operation of central services. There is no obligation on the part of KIS to cooperate in or provide advice for IT systems operated in this way.

Article 10 Liability of the University

- (1) The University does not guarantee that the data processing equipment, communication systems and other facilities for computer-assisted information processing will run without error or interruption at all times. Possible loss of data due to technical faults as well as the access to confidential data as the result of unauthorised access by third parties cannot be excluded.
- (2) The University does not assume any responsibility for the correctness of the programmes provided. The University is also not liable for the content, in particular for the correctness, completeness and topicality of the information to which it solely provides access for use.
- (3) The University is only liable to third parties in the event of intent or negligence on the part of its employees. In the event of death, physical injury and damage to health and in the event of grossly negligent conduct, the statutory provisions shall apply without limitation.
- (4) Possible official liability claims against the University remain unaffected by the above provisions.

Article 11 Validity

These regulations come into effect the day after their publication in the official announcements of the Hochschule Niederrhein (Amtl. Bekanntmachungen).

At the same time, the Administration and User Regulations for the Data Processing Centre of the Hochschule Niederrhein of 18 July 1998 in the version of the announcement of 22 July 1998 are no longer valid.

Issued on the basis of the resolutions of the University Executive of the Hochschule Niederrhein of 31 March 2015 and the resolution of the Senate of the Hochschule Niederrhein of 27 April 2015.

Duisburg, 2 June 2015

Prof. Dr. Hans-Hennig von Grünberg
President