



Delaware State University

University Area(s) Responsible: Information Technology & Office of Finance and Administration

Policy Number & Name: 8-08: Computer and Internet Use Policy

Approval Date: 1/29/2013

Revisions: _____

Related Policies & Procedures: 8-07: Acceptable Use Policy

I. Purpose

The purpose of DSU's connection to the Internet at large is to support research and education in and among academic institutions in the State of Delaware by providing access to unique resources as well as the opportunity for collaborative work between its member institutions. Therefore, the use of your accounts must be in support of education and research and be consistent with the educational objectives of DSU. The University seeks to provide access to basic computing to all authorized individuals/groups who agree to this University's policies and who use equipment, facilities, and systems responsibly.

II. Policy –Internet Terms and Conditions

1. Acceptable Use: The use of DSU's or any other organization's network and/or computing resources through DSU must comply with the rules and/or policies appropriate to that network as well as those applicable to DSU's network.

- a. Transmission of any material in violation of any U.S. or state laws or regulations is strictly prohibited. This includes, but is not limited to: all copyrighted material, any threatening or obscene material as determined by community and state standards or material protected by laws governing trade secrets.
- b. Use for commercial activities (including product advertisement) requires prior permission from the University's Business Office. Any services accessed which require a monetary charge or financial commitment shall be the responsibility of the individual user.

- c. The University encourages students to utilize Computer Support Services and other DSU consulting services; however, prohibits obtaining assistance in completing computer related academic assignments, when forbidden by an instructor (for example, the instructor tells the student not to use a computer to complete an assignment).
- d. Use for personal partisan political lobbying is prohibited.
- e. DSU is not responsible for, nor able to provide assistance to users for individually owned computers. (This restriction does not apply to authorized on-line courses available through DSU distance learning course offerings.)
- f. Title 18 of the United States Code and on the United States Copyright Law and the laws of the State of Delaware provide the basis for DSU's policy for use of its computer network. The University has various specific rules, regulations, and procedures, which govern the use of computing equipment and facilities that are posted in the labs.
- g. Data download is only permitted onto authorized removable media. Only properly licensed or permissively licensed (open source, public domain, or shareware) may be downloaded.
- h. No hardware or software may be connected to the University network without first obtaining the written permission of the Department of Information Technology

2. Privileges – The use of DSU's connection to the Internet is a privilege, not a right, and inappropriate use of that connection will result in cancellation of those privileges. The system administrator(s) and an individual's supervisor will determine what constitutes inappropriate use of the University's network. Also, the system administrator(s) may close an account at any time as deemed appropriate at the sole discretion of those administrators. In accordance with established University practices, violations may result in disciplinary action, which could lead to termination, and/or legal action. DSU also reserves the right to limit a computer user's session if there are insufficient resources, or if the user is determined by appropriate authorities to be acting in an irresponsible or unlawful manner. The administration, faculty and staff of DSU may request the system administrator to deny, revoke or suspend specific user accounts. Refer to Policy and Procedure, Support, Professional, Student, and Faculty manuals for appropriate appeal processes. All employees are responsible for ensuring that the computers that they are responsible for are used properly in accordance with this policy. All supervisors, at all levels, are responsible for the conduct of their personnel and/or students they supervise or instruct. Initial responsibility for enforcement/regulation of this policy is at the lowest level of employee that observes any behavior contrary to this policy.

3. Network Etiquette – DSU expects computer users to abide by the generally accepted rules of computer network etiquette. As rules in Network Etiquette change and evolve, users must be responsible for understanding and abiding by those generally accepted rules of the Internet. At the present time these include (but are not limited to) the following:

- a. Be polite. Do not be abusive in your messages to others. Use appropriate language. Do not swear or use vulgar, obscene, or inappropriate language.
- b. Do not reveal your personal address or the addresses and/or phone numbers of other students or colleagues without their permission.

- c. Note that your electronic mail (e-mail) is not private. People who operate the system do have access to all e-mail. Messages relating to or in support of illegal activities will be reported to the proper authorities.
- d. Do not use the network in such a way that would disrupt the use of the network by other users.
- e. All communications and information accessible via the network should be assumed to be private property. Users should not intentionally seek to obtain unauthorized copies of, or to deliberately modify, any files or other data (including passwords) belonging to any of the other users of this system without their explicit permission.

4. Indemnification-DSU makes absolutely no warranties of any kind, expressed or implied, for the services it is providing. DSU will not be responsible for any damages. This includes (but is not limited to) any loss of data, delays, non-deliveries, miss deliveries or service interruptions caused either by the systems or your own errors and/or omissions. Any and all use of any of the information obtained via the Internet is at your own risk. DSU specifically denies any responsibility for the accuracy and/or quality of any information obtained through its Internet services. The user (or parent/guardian, if applicable) agrees to indemnify and hold harmless DSU, its board of trustees, individual trustees, agents, and employees of DSU from and against any claim, lawsuit, cause of action, damage judgment, or administrative complaint arising out of the use of DSU hardware, software, and network facilities under this policy.

5. Security – Security on any networked computer system has an extremely high priority, especially when the system involves a variety of users. If any user feels that they can identify a security problem that is in any way associated with DSU's connection to the Internet, notify a system administrator immediately. In addition, the user should not demonstrate the problem to any other users. If the user logs in on another individual's account without specific written permission from that individual, or attempts to logon to the Internet as a system administrator, immediate cancellation of all user privileges will result. Any user identified as a security risk or having a history of problems with other computer systems may be denied access to DSU's connection to the Internet.

6. Vandalism – Vandalism will result in the cancellation of ALL system privileges. Vandalism is defined as any malicious attempt to harm or destroy hardware, software, or data of any other user on this system, on the Internet as a whole, or at any of the agencies or other computer networks that are affiliated with or connected to the campus systems. This includes, but is not limited to, the uploading and/or creation of computer viruses.

7. Academic Freedom and The First Amendment - DSU supports the concepts of academic freedom and the 1st Amendment to the U.S. Constitution., but WILL NOT TOLERATE the creation of a hostile work/study environment or creating a condition of sexual harassment. If someone mentions to you or you think your material may be of an offensive nature to others, please check with your supervisor or a network administrator for appropriate alternative arrangements.

III. Procedure

Please read this policy carefully before signing the Computer and Internet Use Agreement, attached as Appendix 1 to this Policy. A signed hard copy of this Agreement will be kept on file at the college or department for each person currently holding an Internet account or access with Delaware State University.

Understand and abide by the Computer and Internet Use Policy. Any violation of the regulations set forth in that Policy is unethical and may constitute a criminal offense. Should any violation of this Policy be committed, access privileges may be revoked as provided in the Policy, and disciplinary action and/or appropriate civil and/or criminal legal action may be taken.

Understand that this access is designed for educational purposes. It is impossible for Delaware State University to restrict access to controversial materials, and it is not responsible for materials acquired on the network.

IV. Scope and Applicability

Delaware State University (DSU) provides computer services to faculty, staff and students, as well as other individuals and groups that represent constituencies that are related to the University.

V. Definitions

(1) "**Access**" means to instruct, communicate with, store data in or retrieve data from a computer, computer system or computer network.

(2) "**Computer**" means a programmable, electronic device capable of accepting and processing data.

(3) "**Computer network**" means:

- a. A set of related devices connected to a computer by communications facilities;
- b. A complex of 2 or more computers, including related devices, connected by communications facilities; or
- c. The communications transmission facilities and devices used to interconnect computational equipment, along with control mechanisms associated thereto.

(4) "**Computer services**" includes, but is not limited to, computer access, data processing and data storage.

(5) "**Computer system**" means a computer, its software, related equipment and communications facilities, if any, and includes computer networks.

(6) "**Data**" means information of any kind in any form, including computer software.

(7) "**Person**" means a natural person, corporation, trust, partnership, incorporated or unincorporated association and any other legal or governmental entity, including any state or municipal entity or public official.

(8) "**Property**" means anything of value, including data.

(9) "**Electronic mail**" or "**e-mail**" means any message that is automatically passed from an originating address or account to a receiving address or account;

(10) "**Electronic mail service provider**" means any person who: a. Is an intermediary in sending and receiving electronic mail; and b. Provides to end-users of electronic mail services the ability to send or receive electronic mail.

(11) The "**Internet**" is a hierarchy of computer networks and systems that includes, but is not limited to, commercial (.com or .co), university (.ac or .edu) and other research networks (.org, .net) and military (.mil) networks and spans many different physical networks and systems around the world.

(12) "**Commercial electronic mail**" or "**commercial e-mail**" means any electronic mail message that is sent to a receiving address or account for the purposes of advertising, promoting, marketing or otherwise attempting to solicit interest in any good service or enterprise. (64 Del. Laws, c. 438, § 1; 72 Del. Laws, c. 135, § 3.)

VI. Related Laws, Guidelines and Policies

1. Delaware Computer Crime Statute (Sections: 64 Del. Laws, c 438 §1 and 70 Del. Laws, c.186 §1.)
2. Family Education Rights and Privacy Act

VII. Responsibility

- a. Information Technology, Human Resources, Student Affairs and Enrollment Services

Appendix 1

Delaware State University

Computer and Internet Use Agreement

I understand and will abide by the Computer and Internet Use Policy. I further understand that any violation of the regulations set forth in that Policy is unethical and may even constitute a criminal offense. Should I commit any violation of this Policy, I understand that my access privileges may be revoked as provided in the Policy, and school disciplinary action and/or appropriate civil and/or criminal legal action may be taken.

Account Applicant's Name (please print): _____

Address: _____

City, ST, Zip: _____

Phone: _____ Date: _____

User Signature: _____

PARENT OR GUARDIAN

(If you are under the age of 18, a parent or guardian must also read and sign this agreement.)

As the parent or guardian of this individual, I have read the Computer and Internet Use Policy. I understand that this access is designed for educational purposes. I recognize it is impossible for Delaware State University to restrict access to controversial materials, and I will not hold them responsible for materials acquired on the network. Further, I accept full responsibility for all supervision if and when my child's use of Delaware State University's connection to the Internet is not in a school setting. I hereby give permission to issue an account for my child and certify that the information contained on this form is correct.

Parent or Guardian's Name (please print): _____

Parent or Guardian's Signature: _____ Date: _____