



Hull York Medical School

## Code of Practice on Acceptable Use of Information Technology

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<b>Committee</b>	<b>Outcome/Date of approval</b>
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To obtain this Code of Practice in an alternative format:  
Contact [governance@hyms.ac.uk](mailto:governance@hyms.ac.uk)

### Contents

- 1. Scope of the Code of Practice on Acceptable Use of Information Technology..... Page 3**
- 2. Appendix I ..... Page 5**
- 3. Appendix 2 ..... Page 8**

**1. Scope of the Code of Practice on Acceptable Use of Information Technology**

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://www2.hull.ac.uk/acs/PDF/computing\\_regs\\_full.pdf](http://www2.hull.ac.uk/acs/PDF/computing_regs_full.pdf)

York: <http://www.york.ac.uk/about/organisation/governance/governance-documents/ordinances-and-regulations/regulation-11/>

2. HYMS staff and students have the right to use certain of the computer systems, networks and facilities of both Universities, and have access 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 authorisation may load or download programmes or executable files.
4. A summary of what constitutes acceptable, and unacceptable, use of Information Technology is at Appendix I 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 <https://community.ja.net/library/acceptable-use-policy> and the CHEST Code of Conduct for the Use of Computer Software or Datasets (Appendix 2) at all times.
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 (NHS), 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 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 the HYMS Code of Practice on Student Fitness to Practise, the Code of Practice on Academic Integrity and Conduct

and/or the Code of Practice on Student Research Misconduct. 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 Practise procedures as laid down in the HYMS Code of Practice on Student Fitness to Practise, the Code of Practice on Academic Misconduct and/or the Code of Practice on Research Misconduct and could lead to a student's participation in the HYMS programme being terminated.
10. Appeals against a recommendation of the HYMS Student 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 Practise Appeals.
11. When using Information Technology equipment on property of the University of Hull, the University of York, or the NHS, 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 I

### I. Acceptable Usage of Information Technology

- I.1. 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.
- I.2. Use of IT facilities must comply with the acceptable use policies of both host Universities (Hull and York) and JANET which are referenced above.
- I.3. Use of IT facilities and services must comply with a variety of legislation addressing the use of computer facilities. These are listed in the York and Hull University Regulations (referenced above) which are integral to the HYMS Code of Practice on Acceptable Use of IT. The relevant legislation includes:
  - the Computer Misuse Act 1990;
  - the Data Protection Act 1998;
  - the Human Rights Act 2000;
  - the Communications Act 2003;
  - the Regulation of Investigatory Powers Act 2000;
  - the Criminal Justice Act 1998;
  - the Protection from Harassment Act 1997;
  - the Sexual Offences Act 2003;
  - the Criminal Justice and Public Order Act 1994
  - and the Official Secrets Act 1989.
  - In addition, the general law relating to fraud, libel, etc also applies.
- I.4. 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.
- I.5. 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.
- I.6. 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 2).
- I.7. Social Media must be used in a responsible and professional way. Users are personally responsible for content published and comments they leave on social media websites. These can remain in the public domain for a considerable period of time and be damaging to the individual, HYMS and the Universities. Social Media usage is governed by the same complex legal framework already referenced.

1.7.1 The GMC offers guidance on acceptable and unacceptable use of social media  
[www.gmc-uk.org/information\\_for\\_you](http://www.gmc-uk.org/information_for_you).

## **2. Unacceptable Usage of Information Technology**

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

- 2.1. Any unlawful activity;
- 2.2. 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);
- 2.3. 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;
- 2.4. The creation or transmission of material which is designed or likely to cause annoyance, inconvenience or needless anxiety, or to harass another person;
- 2.5. The creation or transmission of defamatory material about any individual or organisation;
- 2.6. 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;
- 2.7. 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;
- 2.8. 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;
- 2.9. 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;
- 2.10. 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;
- 2.11. 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;

2.12. 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;

2.13. Activities not directly connected with employment, study or research in the University, or legitimate college/ hall of residence activities, or legitimate Students' Union/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).

2.14. Participation in distributed file-sharing networks.

## **Appendix 2**

### **1. The CHEST Code of Conduct for The Use of Software or Datasets**

1.1. 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.

1.1.1 The Code has been incorporated into the licence of all centrally-funded CHEST agreements.

1.1.2 Many Higher Education establishments have in fact already amalgamated the Code into their regulations.

1.2. 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'.

1.2.1 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.

### **2. The Code of Conduct is in three parts:**

- 2.1. The Code
- 2.2. Definition of Educational Use
- 2.3. Copyright Acknowledgement

#### **2.1. The Code**

2.1.1 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'.

2.1.2 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.

2.1.3 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 nor 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.

- 2.1.4 All employees and students of the Institution will be issued with a copy of the Copyright Acknowledgement.
- 2.1.5 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.
- 2.1.6 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.
- 2.1.7 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.
- 2.1.8 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.
- 2.1.9 The Institution will use its best endeavours to apply, administer and ensure compliance with this Code of Conduct.

## **2.2. Definition of educational use**

- 2.2.1 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.
- 2.2.2 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.
- 2.2.3 Product may be used by any employee, student, or other persons authorised 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.

## 2.2.4 General Exclusions:

2.2.4.1 Consultancy or services leading to commercial exploitation of Product

2.2.4.2 Work of direct benefit to the employer of students on industrial placement or part-time courses paid for by the student's employer.

In 2.2.4.1 and 2.2.4.2 above the Licensor may allow such use in return for acknowledgement of use of Product and/or for an agreed fee.

2.2.5 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.

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

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

## 2.3. Copyright acknowledgement

2.3.1 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:

2.3.1.1 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.)

2.3.1.2 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.

2.3.1.3. I will not remove or alter the Copyright Statement on any copies of the Product used by me.

2.3.1.4 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.

2.3.1.5. I will use the Product only for purposes defined, and only on computer systems covered, by the agreement, contract or licence.

- 2.3.1.6 I will only incorporate the Product, or part thereof, in any work, programme or article produced by me, where this is permitted by the licence or by 'Fair Dealing'.
  - 2.3.1.7 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.
  - 2.3.1.8 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.
  - 2.3.1.9 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.
- 2.3.2 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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