

# Conditions of Use of IT Facilities at the LSE

*By accessing and/or using the IT Facilities, you agree to be bound by these Conditions of Use including all documents referred to in them, and you agree to adhere to the requirements.*

*Your attention is particularly drawn to the section on working practices and the penalties including expulsion / dismissal from the School for breach of these Conditions of Use.*

## General

1. You must not carry out any action (including loading any software on to the IT Facilities) that shall or may interfere with the normal working of the IT Facilities or may interfere with or disrupt other users' use of the IT Facilities or access, corrupt or modify any other user's data without their consent.
2. You must not deliberately introduce a virus, worm, trojan horse, Spyware, or other similar code nor take any action to circumvent, or reduce the effectiveness of, any anti-virus or other malicious software detection, removal and protection precautions established by IMT.
3. You are responsible for all use of your username. You should not make your username or password available to anyone else nor should you use any other person's username.
4. You may use the IT Facilities for commercial activities only if you are an employee of the School and such use forms part of your duties of employment. You should raise any queries on whether a commercial activity using the IT Facilities is permitted with your line manager before commencing the relevant use of the IT Facilities.
5. You must not install or play games on the IT Facilities.
6. You must not tamper with the configuration of any LSE computer or any cables or peripheral devices attached to LSE computers.
7. You must at all times adhere to the policies and procedures of the London School of Economics, in addition to all applicable laws.

## Legal Requirements and Prohibited Uses

8. You must not use the IT Facilities in any way that could expose you or the School to any criminal or civil liability.
9. You must use the IT Facilities in accordance with the following:
  - a. software - software should always be used in accordance with the terms of the relevant licence, and copying software without the licence holder's permission is prohibited. You must observe the *Code of Conduct for the Use of Computer Software at Higher Education and Research Council Establishments*, a copy of which is available from IMT.
  - b. rights in content - do not use third party text, images, sounds, trademarks and logos in materials such as emails, documents and web pages without the consent of the rights holder.
  - c. offensive material – you must not use the IT Facilities to access, store or distribute material that is obscene, indecent or pornographic. If the School suspects that you have accessed

material that might give rise to criminal liability, it may notify the police. If staff or students create, store or transmit such material in the course of their research, written permission must be sought in advance from the appropriate Head of Department or the School Secretary. In all cases, access to any material must not be in breach of paragraph 7 above.

- d. discrimination and harassment - you must not create, distribute or access material that is unlawfully discriminatory, including on the grounds of age, sex, sexual orientation, race, disability or religion; that is likely to incite any form of violence or hatred; or that is likely to cause harassment, alarm or distress.
- e. computer misuse - unauthorised access to accounts (including stealing or misusing a password), programs and/or data and all forms of hacking are prohibited, and may be an offence under the Computer Misuse Act 1990.
- f. defamation – you should take care to avoid content which may be defamatory. Particular care is needed when sending material electronically or by posting material to the Internet (e.g., through web pages, or social media).
- g. data – all data owned, processed or held by LSE, whether primary or secondary, must be accessed, stored, processed and backed up in a manner appropriate to its security classification. LSE's data classification guidelines can be found at <http://www2.lse.ac.uk/intranet/LSEServices/itservices/about/policies/documents/infoSecClassification.pdf> . Failure to appropriately classify and handle data is a breach of these terms and conditions.
- h. personal data - data on living persons must be held and processed in accordance with the Data Protection Act 1998. Persons who hold personal data are, with few exceptions, required to notify the Information Commissioner of details of their processing of data, which must in any event be in accordance with the data protection principles set out in the Act. Student users must not construct or maintain files of personal data for use in connection with their academic studies/research without the express authority of an appropriate member of staff. When giving such authority, the member of staff should make the student aware of the Act's requirements, inform them that they must abide by the data protection principles, and of the appropriate level of security arrangements which should attach to a particular set of personal data. Contact the School's Records Manager for more advice on notification and the implications of the Act.
- i. formation of contracts - you should note that it is possible to form contracts electronically, without any hard copy confirmation from the user. Care should be taken to obtain appropriate authority before purporting to commit the School to any contractual obligations (which may include clicking 'I agree' to an online dialogue box) and the wording 'subject to contract' should be used on emails where appropriate.
- j. unsolicited and offensive e-mail – you must not send unsolicited e-mail or other mass e-mails (spam) to multiple recipients, except in accordance with the School's [Mass, Unsolicited E-mailing Policy](#). This includes forwarding on chain letters, advertisements, or replying inappropriately to an entire mailing list. You must not send e-mail that any member of the School may reasonably find offensive or likely to cause annoyance or needless anxiety, in particular any that would be in breach of sub-paragraphs (c), (d) and (f) above.
- k. extremist material – under the Counter-Terrorism and Security Act 2015, LSE must have “due regard to the need to prevent people from being drawn into terrorism.” The Act imposes certain duties under the *Prevent* programme, which is aimed at responding to “the ideological challenge we face from terrorism and aspects of extremism, and the threat we

face from those who promote these views.” Under the Act, LSE must seek to ensure that its IT facilities are not used to draw people into terrorism.

If you do need to view extremist materials for legitimate research purposes, please contact IMT Information Security via the Service Desk ([it.servicedesk@lse.ac.uk](mailto:it.servicedesk@lse.ac.uk))

### **Monitoring and privacy**

10. The School acts in accordance with applicable legislation and the Information Commissioner’s Employment Practices Code, notably in relation to the monitoring of communications.
11. The School undertakes some routine monitoring of activity on the IT Facilities to ensure that they operate correctly and to protect against the risk of harm from viruses, malicious attack and other known threats. This does not normally involve the monitoring of individual communications or the disclosure of the contents of any user files.
12. The School reserves the right to monitor your use of the IT Facilities, including emails sent and received, and web pages and other online content accessed:
  - to protect the IT Facilities against viruses, hackers and other malicious attack;
  - to assist in the investigation of breaches of these Conditions of Use, as described in paragraphs 15-19 below;
  - to prevent or detect crime or other unauthorised use of the IT Facilities;
  - when legally required to do so, for example as part of a police investigation or by order of a court of law;
  - where such monitoring is necessary, to pursue the School’s other pressing academic and business interests, for example by reviewing the emails of employees on long-term sick leave or to disclose documents under the Freedom of Information Act 2000.

In all cases, monitoring of individual content shall only be carried out if authorised by the Dean of Graduate Studies or the School Secretary for students, or the Director, a Pro Director, the School Secretary, or the Chief Financial Officer for members of staff. It is best to assume documents such as emails could become known to other users. For example, such material may be subject to the requirements on the School to disclose documents under the Freedom of Information Act 2000.

### **Personal use**

13. The IT Facilities are made available for you to use principally for the purpose of your work or studies; however, we realise that you may occasionally want to use the IT Facilities for your own purposes. You are allowed to make personal use of the IT Facilities only if such use:
  - does not interfere with the performance of your work or studies;
  - does not incur unwarranted expense on the School;
  - does not have a negative impact on the School; and
  - is otherwise in accordance with these Conditions of Use.

### **Consideration for other IT users**

14. You must show consideration for other users of the IT Facilities. For example, you must not use an LSE machine for social email in a computer room where other students are waiting to use the facilities for academic purposes.

### **Internet Publishing**

15. If you publish information on the Internet using the IT Facilities, you are subject to additional regulations. In particular, you must comply with the [Code of Practice for the Publishing of Information on the LSE World Wide Web Server](#), available on our web site. Any use of cookies on websites that contain personal data should be accompanied by a notice informing users that cookies are being used and giving users the option to disable cookies.

### Disciplinary regulations and enforcement

16. If you use the IT Facilities in breach of these Conditions of Use, the School may take disciplinary action.
17. Where an allegation has been made against a student under the Regulations on Assessment Offences in taught degrees and diploma courses, or against a research student under the Regulations for Research Degrees, the School shall have the right to inspect and take copies of any material held in the name of that student on any of the IT Facilities that might provide evidence for or against the allegation.
18. Where an alleged breach of these Conditions of Use is brought to the attention of IMT, all reasonable measures will be taken to investigate whether the allegation is justified and, if so, the necessary steps will be taken to prevent further abuse. This may involve inspecting the contents of a user's files or email messages. Inspection and copying of a user's files shall only be undertaken if authorised by a Dean or the School Secretary for students, or the Director, a Pro Director, the School Secretary, or the Chief Financial Officer for members of staff. All reasonable efforts shall be made to avoid inspection of files not connected with the relevant allegations, and such files will be copied only if the appropriate Dean, the School Secretary or the Director, a Pro Director, or the Chief Financial Officer (as appropriate) is satisfied that such a step is unavoidable.
19. If a complaint or allegation is received your account may be immediately suspended for investigation. Wherever possible, users will be notified of such suspension. Penalties for breach of these Conditions of Use may include temporary or long-term suspension of your access to the IT Facilities, and/or other disciplinary penalties up to and including expulsion from LSE in the case of a student or dismissal from the School in the case of staff. The School may refer the user to the police where appropriate and will co-operate fully with any police investigations.

### Working practices

20. Owing to the nature of IT systems, software and the internet, IMT cannot guarantee the continuous availability of the IT Facilities and/or the data saved on those facilities. You should save your work regularly, and take frequent backups of data either in hard copy form, or to removable media, which should be stored securely.
21. The School has IT security systems in place, but cannot guarantee that these will prevent every attempt to access confidential or restricted data. You must ensure that confidential material is password-protected and/or encrypted as appropriate to prevent unauthorised access by third parties.
22. If you do make use of the IT Facilities for personal use you should be aware that it may be possible for personal information to be inadvertently accessed during enforcement of these Conditions of Use. You may wish to consider using any of the third-party email facilities available online, for example, if you wish to keep your personal e-mail separate from your School e-mail account. All School-related e-mail must be sent from and stored within the School e-mail system, however, as storage elsewhere may be in breach of the Data Protection Act 1998.

## Definitions

For the purposes of these conditions of use, “**IT Facilities**” are defined as meaning any of the LSE’s IT facilities, including email, the Internet and other networks, and all computers, laptops, other mobile devices, and any other related software and hardware.

“**The LSE’s IT Facilities**” means the property of the School or leased/rented to it; or on loan to the School from third parties; or the property of third parties affiliated to LSE located in the School, or attached to School computers, computer systems or networks. This also includes any software or systems that LSE is licensed to use, for example, library catalogues and database services. Users using personally owned equipment attached to LSE network are still bound by these Conditions.

These conditions apply to all users of the IT Facilities, including but not limited to, all members of staff, students (both full and part time), associates, visitors, temporary users and any other user of the IT Facilities. Any use of IT Facilities must also conform to the *JANET Policy on Acceptable Use*, which is available on the Web here: <https://community.ja.net/library/acceptable-use-policy> or from Information Management and Technology (IMT).

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# Document control

## Distribution list

Name	Title	Department
Information Security Advisory Board		
Information Technology Committee		
Robbin Hoggard	Director of Government Relations	Government Legal and Policy Division

## External document references

Title	Version	Date	Author
Information Security Policy	3.7	01/07/15	Jethro Perkins
Information Classification Standard	3.0	15/03/13	Jethro Perkins

## Version history

Date	Version	Comments
15/11/12	2.1	Updated to explicitly mention research data (primary & secondary)
13/03/13	2.2	Updated to reflect change from 'IT Services' to 'IMT'
25/02/15	2.3	Updated to reflect title changes: CFO, Pro Directors
17/04/15	2.4	Inclusion of Prevent duties (draft)
01/07/15	2.5	Update of Prevent duties (draft)
07/09/15	2.6	Further update of Prevent after statutory guidance became law
15/10/15	2.7	Addition of Document Control section.
06/11/15	2.8	Updated in light of ISAB comments.
16/11/15	2.9	Further update of 9.k by the Director of Government Relations. Endorsed by ITC on 07/12/15.

## Review control

Reviewer	Section	Comments	Actions agreed
HSCIC	-	Lack of version details and document control	Appendix added containing document control
ISAB	"General"		Point 7 inserted.
ISAB	8 (now 9) k	Insert a "catch all" phrase concerning adherence to LSE policy	Clause inserted
ISAB	11 (now 12)	Insert subsection concerning access to extremist materials for research purposes	Reference deleted
ISAB	9.k	Delete reference to Dean of Undergraduate Studies – this post is not occupied and is under review.	Clause updated
Director of Government Relations		Update of phrasing to point out that LSE must seek to ensure its policies are not used to draw people into terrorism.	