

SOFTWARE AND ON-LINE RESOURCES

SUMMARY OF PRINCIPAL CHANGES

General changes	
None	
Section	
4.2	Refer to text
5.2.1	Refer to text
5.3.1	Refer to text

(Amendments to version **03.0**, UPR IM13, are shown in italics.)

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1 **INTRODUCTION**

- 1.1 This document sets out the University's policy for the protection of software and on-line resources in accordance with the terms and conditions of the Licence agreements negotiated for their use by the University. It should be read in conjunction with the UPR IM03¹ and UPR IM19².
- 1.2 Software and on-line resources are purchased under a number of different licensing arrangements. Definitions and restrictions on use will vary from product-to-product and from the definitions set out in section 3 of this document (UPR IM13).
- 1.3 This document (UPR IM13) also incorporates the obligations of users in cases where they use licensed software and resources under Eduserv negotiated Chest Agreements, as these products may be licensed for use at the University of Hertfordshire. It covers the

¹ UPR IM03 'Information Security Policy'

² UPR IM19 '*Internet, On-line Communications and Social Media*'

requirements of the Eduserv 'User Acknowledgement of Third Party Rights Form', the obligations of which become binding as soon as an individual uses the licensed software or resources. The Eduserv form is available at:

www.eduserv.org.uk/services/Chest-Agreements/about-our-licences/user-obligations

- 1.4 This document also incorporates the obligations of users in respect of their use of licensed resources under the four JISC model Licences and their application to specific e-journals, e-books, databases and moving image and sound, as negotiated by JISC Collections, for use of the resources by UK Higher Education institutions. A guide to the JISC model Licence is available at:

www.jisc-collections.ac.uk/Help-and-information/How-Model-Licences-work/Guide-to-Model-Licence

2 **SCOPE**

- 2.1 This policy applies:

- i to any person accessing or using software and/or on-line resources licensed by, or on behalf of, the University of Hertfordshire;
- ii to all Members of the University, as defined in UPR GV06³;
- iii to subsidiary companies wholly-owned by the University or their wholly-owned subsidiaries or companies in which the University has an interest, subject to agreement with the appropriate Board of Directors;
- iv where permitted by the relevant Licence, to any other person or organisation accessing these services with the agreement of the University.

3 **DEFINITIONS**

For the purposes of this document the following definitions will apply:

3.1 **'Product':**

software and/or computer readable datasets and/or information resources and services including on-line journals and e-books;

3.2 **'Licence':**

the agreement, contract or Licence that sets out the terms and conditions governing the use of the Product;

3.3 **'Licensee':**

the University of Hertfordshire Higher Education Corporation;

3.4 **'Educational use':**

normally includes learning and teaching, research, personal educational development, administration and management of the business of the Licensee's organisations and development work associated with any of these functions but excludes use of the Products for any private or commercial purpose including any direct or indirect monetary reward, profit, fee, or income generation; it also excludes the sale, resale, loan, transfer, lease, rent or hiring out of the Products;

³ UPR GV06 Membership of the University'

3.5 'Commercial exploitation':

the use of Product for any direct or indirect monetary gain either by the University or an individual;

3.6 'Decompiling and reverse engineering':

attempting to reverse the low-level machine instructions actually used by a computer to identify the functionality of the software program or resource.

4 LICENSING ARRANGEMENTS

4.1 All software and on-line resources must be used strictly in accordance with the terms and conditions of the relevant Licence.

4.2 *In order to ensure compliance and best value, the purchasing of computing software shall be approved and co-ordinated by the Office of the Chief Information Officer. Individual Members of the University may not purchase software for any University business (teaching, research or administration) without prior written authorisation from the Chief Information Officer.*

4.3 No authorised Member of the University shall be excluded from the use of Product for reasons of nationality or citizenship.

(It should be noted that some Licences specifically prohibit the export of product to certain countries. Where software has been installed on a mobile device which is to be used whilst travelling, the Licence should be checked to ensure that there are no restrictions.)

4.4 Unless specified otherwise in the Licence terms and conditions, it should be assumed that all Product is subject to copyright law and provided for Educational Use only.

4.5 Extensions of use of any Product beyond that defined in the terms and conditions of the Licence are permissible only with the prior consent of the Licensor.

4.6 All computer workstations will be subject to Product audits.

5 RESPONSIBILITIES

5.1 Chief Information Officer

5.1.1 The Chief Information Officer will:

- i ensure that a current record is maintained of all Product for which the University holds *centrally procured and* University-wide site Licences;
- ii ensure that University-wide site Licences are negotiated for all Product where this is beneficial for the University and acceptable to the Licensor;
- iii ensure appropriate back-up, copying and distribution of Product and Documentation in accordance with the conditions of the relevant Licence;
- iv ensure that advice and support is provided to the Head of Procurement and other managers on appropriate licensing arrangements for other Product;
- v ensure that, where appropriate, the University benefits from any nationally and/or consortia-negotiated licensing arrangement;
- vi ensure that the University contributes, as appropriate, to national and/or consortia proposals for Product licensing;

- vii ensure that, where it is a condition of supply, a single point of contact ('Contact Point') is designated to deal with queries and to provide support for Product (section 5.1.2, refers).
- viii determine University arrangements for Product audits;
- ix investigate any reported breaches of Product Licences and take appropriate action in accordance with relevant University policies and procedures and use reasonable efforts to prevent any recurrence.

5.1.2 **Contact Point**

Unless special conditions apply, the Contact Point will normally be the Office of the Chief Information Officer. In the event that a Licence is terminated, the Contact Point will call in all copies of the Product and, where appropriate, will make arrangements for the safe keeping of the authorised archival copy of the Product.

5.2 **Heads of Strategic Business Units**

5.2.1 Heads of Strategic Business Units will ensure that:

- i a record is maintained of all Product for which the Strategic Business Unit holds local Licences and, where appropriate, the names of the individuals to whom the Product has been made available and/or the serial number(s) of the computer(s) onto which each copy of the Product has been loaded;
- ii *software running on all computers operated or managed by the Strategic Business Unit is appropriately licensed;*
- iii the Members of the University for whom they are responsible are informed of the terms and conditions under which any Product made available to them may be used;
- iv Product procurement and licensing does not duplicate Product already available through University-wide site Licences;
- v advice is sought from the Chief Information Officer and Head of Procurement prior to the acquisition of new or additional Product.

5.3 **Members of the University**

5.3.1 Members of the University must:

- i before using Product, familiarise themselves fully with the provisions of any Licence that applies to it;
- ii ensure that they meet all of the requirements of the Licence under which the Product is held by the University;
- iii comply with any regulations relating to the use of any services involved in the provision of access to the Product, whether these services are controlled by the University or by another organisation;
- iv ensure the security and confidentiality of Product released to them and not sell or re-sell Product and/or copy or distribute Product and/or display any part of Product on any electronic network other than a permitted secure network and/or knowingly permit others to do so, unless this is specifically permitted under the terms of the relevant Licence;
- v *where installation for home use is permitted, comply with all licensing conditions associated with the Product;*

- vi* ensure that they use Product only for the purposes defined in (and only on those computer systems covered by) the relevant Licence;
- vii* not attempt to by-pass any security measures put in place by any party concerning access to or use of the Product or the systems that support such access and use;
- viii* keep passwords and any other log-on or account details safe and not disclose them to any other person or party;
- ix* not remove or alter any ownership, copyright or similar notices from any Product nor from any authorised copies or downloads;
- x* not reverse engineer or decompile Product or alter, adapt or modify information content unless this is specifically provided for under the terms of relevant Licence;
- xi* not copy or download any Product unless this is permitted specifically under the terms of the relevant Licence;
- xii* not incorporate Product, or part thereof, or a modified version of the Product, in any work, program or article which they produce, except where this is explicitly permitted by the Licence or where they have obtained the prior written consent of the Licensor and (where the incorporation of extracts in their own work is permitted) must wherever possible include a sufficient acknowledgement of the source of each extract;
- xiii* as appropriate, return or destroy all copies of Product, either at the end of the programme or Academic Year or when their period of employment is terminated or when requested to do so by the University;
- xiv* in the event of any query about the use of any Product, seek advice from the Chief Information Officer via the Helpdesk;
- xv* on becoming aware of any unauthorised access or use of Product, or breach of Licence, immediately notify, and provide full information to, the Chief Information Officer.

6 **DISCIPLINARY ACTION**

The University reserves the right to take disciplinary action against any Member of the University who breaches the University's regulations governing the use of computing facilities, including those set out in this document (UPR IM13).

7 **DISPUTES**

In the event of a dispute relating to licensing arrangements and/or the use of Product, the Chief Information Officer will arrange for an investigation of the issues concerned.

Mrs S C Grant
Secretary and Registrar
Signed: **1 August 2015**