Information Technology Student / General Patron Acceptable Use Agreement Applicable to all Users of College Computing Resources

Version: 3.2

Status: Final 04/10/2018

Contact: Chief Information Security Officer, VCCS Information Technology Services

#### **Agreement**

I acknowledge that this college is part of the <u>Virginia Community College System</u> (VCCS), home to Virginia's 23 community colleges. As a user of the college's local and shared computer systems, I understand and agree to abide by the following acceptable use agreement terms. These terms govern my access to and use of the information technology applications, services and resources of the VCCS, the college, and the information they generate.

# **Access to Computer and Network Resources**

The college has granted access to me as a necessary privilege in order to perform authorized functions at the college. I will not knowingly permit use of my entrusted access control for any purposes other than those required to perform authorized functions related to my status as a student. These include logon identification, password, workstation identification, user identification, digital certificates or 2-factor authentication.

I will not disclose information concerning any access control unless properly authorized to do so by my enrolling college. I will not use any access control that the VCCS has not expressly assigned to me. I will treat all information maintained on the college computer systems as strictly confidential and will not release information to any unauthorized person.

I understand that I must use only those computer resources that I have the authority to use. I must not provide false or misleading information to gain access to computing resources. The VCCS may regard these actions as criminal acts and may treat them accordingly. I must not use VCCS information technology resources to gain unauthorized access to computing resources of other institutions, organizations, individuals, etc.

### **Intellectual Property**

Copyright law protects computer software, database systems, electronic documents, and electronic media. A copyright is a work of authorship in a tangible medium. Copyright owners have the sole right to reproduce their work, prepare derivatives or adaptations of it, and distribute it by sale, rent, license lease, or lending and/or to perform or display it.

A student must either have an express or implied license to use copyrighted material or data, or be able to prove fair use. Students and other users of college computers are responsible for understanding how copyright law applies to their electronic transactions. They may not violate the copyright protection of any information, software, or data with which they come into contact through the college computing resources.

Downloading or distributing copyrighted materials such as documents, movies, music, etc. without the permission of the rightful owner is copyright infringement, which is illegal under federal and state copyright law. Use of the college's network resources to commit acts of copyright infringement may be subject to prosecution and disciplinary action.

The penalties for infringing copyright law can be found under the U.S. Copyright Act, 17 U.S.C. §§ 501-513 (<a href="https://www.copyright.gov/title17/92chap5.html">https://www.copyright.gov/title17/92chap5.html</a>) and in the U.S. Copyright Office's summary of the Digital Millennium Copyright Act (<a href="https://www.copyright.gov/legislation/dmca.pdf">https://www.copyright.gov/legislation/dmca.pdf</a>).

#### **Prohibited Activities**

I agree to abide by all applicable local, State, Federal, VCCS, and college policies, procedures and standards related to the use of the Internet, Social Media, and Electronic Communications. Prohibited activities include, but are not limited to:

- Attempting to gain access to information owned by the college or by its authorized users without the permission of the owners of that information.
- Accessing, downloading, printing, or storing information with sexually explicit content as prohibited by law or policy;
- Downloading or transmitting fraudulent, threatening, obscene, intimidating, defamatory, harassing, discriminatory, or otherwise unlawful messages or images;
- Installing or downloading computer software, programs, or executable files contrary to policy;
- Accessing, uploading, downloading, transmitting, printing, communicating, or posting accessrestricted college information, proprietary college information, sensitive data or records, or copyrighted materials in violation of college or state policy;
- Posting information or sending e-mail with the intent to deceive by using another's identity, an assumed name, or anonymously;
- Attempting to intercept or read messages intended for others;
- Intentionally developing, propagating, or experimenting with malicious programs (viruses, worms, spy-ware, keystroke loggers, phishing software, Trojan horses, etc.) on any college-owned computer;
- Changing administrator rights on any college-owned computer, or the equivalent on non-Microsoft Windows based systems;
- Using college computing resources to support any commercial venture, to promote political candidates, and to circulate advertising for products or any other use for personal financial gain.

### **Protection of Computer and Network Resources**

I agree to follow any special rules posted or communicated by responsible staff members when using college computing laboratories, classrooms, and computers in the Learning Resource Centers.

I will do nothing intentionally that degrades or disrupts the computer systems or interferes with systems and equipment that support the work of others.

I will promptly report problems with college computing resources to the staff in charge or to the Information Technology Help Desk.

# **Reporting Requirements**

If I observe any incidents of non-compliance with the terms of this agreement, I am responsible for reporting them to the college Information Security Officer and/or management of my college.

# **Security and Privacy**

No user shall have any expectation of privacy in any message, file, image or data created, sent, retrieved, received, or posted in the use of the college's equipment and/or access.

The VCCS System Office and colleges reserve the right (with or without cause) to monitor, access and disclose all data created, sent, received, processed, or stored on VCCS systems to ensure compliance with VCCS policies and local, State, or Federal regulations. College or System Office officials will have the right to review and/or confiscate (as needed) any equipment (College owned or personal) connected to a college owned device or network. In addition, except for exemptions under the Act, electronic records may be subject to the Freedom of Information Act (FOIA) and, therefore, available for public distribution.

# Acknowledgement

I understand that it is my responsibility to read and abide by this agreement, even if I do not agree with all the terms and conditions indicated herein. If I have any questions about the VCCS Information Technology Student/Patron Acceptable Use Agreement, it is my responsibility to contact the college Information Security Officer or appropriate college official for clarification.

By acknowledging this agreement, I hereby certify that I understand the preceding terms and provisions and that I accept the responsibility of adhering to the same. I further acknowledge that should I violate this agreement, I will be subject to disciplinary action.