

Terms of use for information technology at Technische Universität Braunschweig

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Preface

These terms of use govern issues related to the information technology (IT)-based services provided by Technische Universität Braunschweig (TU BS) as well as the competencies, responsibilities, rights and duties of service providers and users.

The terms below apply subject to the following legal provisions:

- Data privacy regulations of the Federal Data Protection Act (Bundesdatenschutzgesetz, BDSG), the Telecommunications Data Protection Ordinance (Telekommunikations-Datenschutzverordnung, TDSV), the Teleservices Data Protection Act (Teledienste-Datenschutzgesetz, TDDSG), and the Lower Saxony Data Protection Act (Niedersächsisches Datenschutzgesetz, NDSG)
- Telecommunications Act (Telekommunikations-Gesetz, TKG)
- Copyright/licensing legislation (Copyright Law, UrhG)
- Personality rights (German Civil Code, BGB)
- Penal Code (Strafgesetzbuch, StGB), Code of Criminal Procedure (Strafprozessordnung, StPO)

The Regulation on Fees and Charges (Gebühren- und Entgelte-Ordnung) of TU BS, the Regulation on IT Security (Ordnung zur IT-Sicherheit), and the Information Services Regulation (Informationsdienste-Ordnung) also apply. In addition, contractual agreements with higher-level providers such as the German National Research and Education Network (DFN) must be observed.

1 Scope

These terms of use apply to all staff and associate members of TU BS, the facilities of the Studentenwerk Braunschweig student services, and to members of other facilities outside TU BS that have signed user agreements with TU BS.

In addition, the relevant regulations of each facility shall apply.

2 Users' rights and duties

(1) The persons and facilities listed in Item 1 are permitted to independently operate IT devices within their area. They must appoint a Data Coordinator, who shall be responsible for coordinating IT matters within the facility and for liaising with other facilities. This Coordinator should preferably be a full-time member of staff of the facility concerned.

(2) The connection of an IT device to the data network and all changes to it must be agreed between the IT operator and the Computer Centre. Only the Computer Centre is entitled to allocate network address ranges to the IT operators. All network-related services that go beyond the immediate area of competency of a TU facility must also be agreed with the Computer Centre (e.g. e-mail, news, FTP, names; see also the Information Services Regulation (Informationsdienste-Ordnung), Item 2(3)).

(3) The resources provided must be used efficiently and in a way that is appropriate to their intended purpose and does not prejudice others.

(4) Users are not allowed to copy or pass on or make available to third parties without permission any licensed software or documentation that is protected by copyright. Licensed software must not be used on any computer for which it is not licensed. Users are responsible for compliance with the licensing provisions attached to the software made available to them.

It is forbidden to manipulate the operating system software or user directories, or to obtain access to user areas for which no authorisation has been granted.

(5) All users are personally responsible for observing the specified security measures when processing or transferring data that are subject to protection under data protection provisions.

All reading or use of message content that is addressed to third parties as well as the transfer of information that has been received unintentionally is forbidden.

(6) Use of the IT facilities for commercial purposes is only permitted upon written consent by the university and after charges are set, where this is required under the Regulation on Fees and Charges (Gebühren- und Entgelte-Ordnung).

(7) On termination of the user relationship, authorised users undertake to release all resources concerning them or used by them; to return all equipment and material made available to them by the university; and to meet all other claims arising from the user relationship.

(8) Users are obliged to notify the Computer Centre immediately of any improper use of the university network of which they become aware and of network failures.

3 Disciplinary action and liability

(1) If an authorised user violates these terms of use, particularly the duties resulting from Item 2, his or her permission of use may be restricted; in serious cases, permission of use

may even be withdrawn. The authorised user must be notified of this and the reasons given. Notwithstanding this, civil or criminal action may be taken against him or her.

(2) Users are liable for culpable damage caused by them and for losses and modifications of data belonging to the Computer Centre or third parties. They hold the university harmless from and against all claims by third parties insofar as any damage results from a violation of these terms of use, particularly of the licensing terms of third parties.

4 Disaster Recovery Team

(1) To restore IT operations in the event of severe interruptions, faults or hazards, the University Board shall set up a Disaster Recovery Team, who shall be responsible for coordination and operative tasks relating to data security and quality assurance in IT.

(2) The Disaster Recovery Team shall notify the operators of systems causing faults and request that they correct the fault. If the request to correct a fault is not immediately complied with, the Disaster Recovery Team is authorised to disconnect the system that is causing the fault from the network until the fault is corrected.

(3) In the event of a security-related fault, the IT Security Management must be notified immediately (see also the Regulation on IT Security (Ordnung zur IT-Sicherheit)).

(4) Where cases of severe violation of these terms of use are detected, the Disaster Recovery Team can withdraw permission of use from the user concerned.

(5) Following legal examination, the Disaster Recovery Team must notify the competent authorities of violations that may result in criminal action.

(6) Where the party responsible appeals against the actions taken by the Disaster Recovery Team, the University Board shall decide on any further action.

5 Computer Centre

(1) The Computer Centre supervises operation of all of the university's IT systems as well as coordinating procurement and additions, unless this is contrary to the guidelines of the relevant government ministries.

(2) The Computer Centre provides IT devices, software, access to information services, and services related to IT provision, as well as offering courses and information events.

(3) To ensure performance of teaching and research work, the University Board can allocate quotas based on a distribution formula, particularly for storage areas, printers, communication channels on data lines and computer workstations.

(4) The Computer Centre is responsible for backing up within the normal scope the data stored by users on the Computer Centre's electronic storage media to protect against data loss.

(5) The Computer Centre continuously monitors the operating parameters of the data network and carries out dedicated spot-checks on individual systems to test them for conformity.

(6) Where an unauthorised computer break-in (hacker attack) is detected, the Computer Centre notifies the IT Security Management (see also the Regulation on IT Security (Ordnung zur IT-Sicherheit)) and the users concerned and provides further guidance.

(7) The Computer Centre shall retain storage media containing user data for a period specified by the Computer Centre. The Computer Centre is entitled to destroy all media that are not collected within this period.

(8) The Computer Centre shall be liable for damage caused either intentionally or by gross negligence by its employees in the course of their duties. To the extent permitted by law, the Computer Centre accepts no liability for incorrect results due to computational errors; for the destruction of data and damage to storage media; or for missed deadlines. Otherwise, the provisions of Section 7 of the Information Services Regulation (Informationsdienste-Ordnung) shall apply.

(9) Computer centre users are defined as the group of people who directly use the services of the Computer Centre. Registrations including a user ID must be applied for in writing and are issued by the Computer Centre. They are limited to the type of use applied for and granted. Registrations expire when a user relationship is terminated at the end of the registration term, following notification to this effect by the authorised user or by the Data Officer or following a withdrawal of rights as per Item 4(4).

6 Other IT operators

(1) The responsibilities of IT operators as per Item 1(1) include correct connection of their devices to the data sockets.

(2) Responsibility for installation and maintenance of the lines and the connection points of the data network rests with the Technical Services department (Abteilung Betriebstechnik) of TU BS. All changes to the connection points (data sockets) or other network components are only permitted following agreement by the person responsible.

(3) The heads of all TU facilities acting as IT operators are responsible for operation and for ensuring observance of these terms of use by the users of their IT devices.

7 Requests for information

All information related to personal data that is requested by third parties must be passed on only after consultation of the legal department. The Data Protection Officer of TU BS must be notified of the type and scope of such requests.

8 Fees and charges

(1) Basic services (e.g. e-mail, information services and news) are made available to users free of charge as part of the central services, unless otherwise provided by the Regulation on Fees and Charges (Gebührenordnung) of TU BS.

(2) Services that go beyond the Computer Centre's normal scope may incur additional charges in accordance with the Regulation on Fees and Charges (Gebühren- und Entgelte-Ordnung) of TU BS.

(3) Users must agree the use of specific IT services provided by other TU facilities with the operators of these facilities and comply with their terms of use. This does not affect the validity of these terms of use.

9 Entry into force

These terms of force shall enter into force one day after publication by the university. At the same time, the "Terms of use of the Computer Centre of Technische Universität Braunschweig" dated December 1994 and the "Network regulation of Technische Universität Braunschweig" dated December 1994 shall cease to be in force.