



## Lynchburg Regional Governor's XLR8 STEM Academy Virginia Community College System

### Network and Telecommunication Services Acceptable Use Policy

As a user of the Virginia Community College System'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 and the information they generate.

The college has granted access to me as a necessary privilege in order to perform authorized functions at the college where I am currently enrolled. I will not knowingly permit use of my entrusted access control mechanism 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 mechanisms.

I will not disclose information concerning any access control mechanism unless properly authorized to do so by my enrolling college. I will not use any access mechanism 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.

Computer software, databases, and electronic documents are protected by copyright law. 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 may be considered 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. §§ 501-518 (<http://www.copyright.gov/title17/92chap5.html>) and in the U.S. Copyright Office's summary of the Digital Millennium Copyright Act (<http://www.copyright.gov/legislation/dmca.pdf>).

I agree to abide by all applicable state, federal, VCCS, and college policies, procedures and standards that relate to the Virginia Department of Human Resource Management Policy 1.76-Use of Internet and Electronic Communication Systems, the VCCS Information Security Standard and the VCCS Information Technology Acceptable Use Standard. These 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;
- Uploading or downloading copyrighted materials or proprietary agency information contrary to policy;

- Sending e-mail using another's identity, an assumed name, or anonymously;
- Attempting to intercept or read messages not intended for them;
- Intentionally developing or experimenting with malicious programs (viruses, worms, spy-ware, keystroke loggers, phishing software, Trojan horses, etc.) on any college-owned computer;
- Knowingly propagating malicious programs;
- 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 or for personal financial gain.

Students must follow any special rules that are posted or communicated to them by responsible staff members, whenever they use college computing laboratories, classrooms, and computers in the Learning Resource Centers. They shall do nothing intentionally that degrades or disrupts the computer systems or interferes with systems and equipment that support the work of others. Problems with college computing resources should be reported to the staff in charge or to the Information Technology Help Desk.

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

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 IT resources to gain unauthorized access to computing resources of other institutions, organizations, individuals, etc.

The 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 federal, state, or local regulations. College or System Office officials will have the right to review and/or confiscate (as needed) any equipment (COV owned or personal) connected to a COV owned device or network.

I understand that it is my responsibility to read and abide by this agreement, even if I do not agree with it. If I have any questions about the VCCS Information Technology Acceptable Use Agreement, I understand that I need to contact the college Information Security Officer or appropriate college official.

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.

The most important prerequisite for a student or educator to receive an account to use XLR8/VCCS/CVCC network and telecommunications services is that he or she takes full responsibility for his or her own actions. The Lynchburg Regional Governor's XLR8 STEM Academy will not be liable for the actions of anyone using the network and telecommunications services. All users shall assume full liability, legal, financial, or otherwise, for their actions. The signature(s) on the Acceptable Use Policy Agreement form is (are) legally binding and indicate(s) that the party (parties) who signed has (have) read the terms and conditions stated in this policy carefully and understand(s) their significance.

Please sign and return the Acceptable Use Policy Agreement Form in your student orientation package and return to the XLR8 office. Retain this document for future reference.