RU network and SURFnet
Terms of Use

March 2006, version 1.5
1//: general

1.1 These terms of use, from here on referred to as Terms of Use, describe the conditions for the use of the RU Network and the use of SURFnet (from here on referred to as the Network), which is provided by the University Centre for Information Services (UCI) by order of the Executive Board (CvB) of Radboud University Nijmegen, from here on referred to as Radboud University, to users of the Radboud University network and the University Medical Centre St Radboud, from here on referred to as UMCN.

1.2 Included in the RU Network:
- direct connections to the RU Network
- access through external networks directly connected to the RU Network, including:
  - Inbel@RU
  - Interkabel@RU
  - the SSHN network

1.3 The Terms of Use are established by the Executive Board of Radboud University and maintained by the University Centre for Information Services of Radboud University.
2II: connection and use

2.1 target group
The following parties are entitled to use of the Network:
a. employees employed by or otherwise formally related to Radboud University or the UMCN (insomuch as agreements have been made to that end with the UMCN), as is apparent from registration in the personnel information systems of Radboud University and/or the UMCN.
b. students, both internal and external, who are registered at Radboud University, as is apparent from registration in the student information systems of Radboud University.
In certain cases Radboud University, insomuch as agreements have been made to that end with the institutions involved, may grant access to the Network to:
c. students and employees from other institutions who belong to the SURFnet target group, or otherwise have been granted explicit permission by SURFnet to use the Network.

2.2 use
2.2.1 The right to make use of a connection takes effect from the moment a person belonging to the target group sends or receives data through the RU Network. This person will from here on be referred to as the User.
2.2.2 The User is bound by these Terms of Use.
2.2.3 The use of the Network may be restricted in some cases. This applies in particular to access to certain RU servers and the use of certain network functionalities and network protocols.
2.2.4 The User is expected to check his/her registered email address frequently and can therefore not claim to be unaware of announcements made.

2.3 costs
2.3.1 The User will not be charged for use of the Network, with the exception of access through externally connected networks.

2.4 duration of use
2.4.1 The User is entitled to Network access for as long as he/she belongs to the target group.

2.5 registration
2.5.1 Registration of network access will take place according to the procedures the IM unit and/or institution has made known to its users. These procedures differ according to target group and/or IM unit or a part thereof.
3.1 General
3.1.1 The use of the Network is subject to rules of law, legal provisions and regulations.
3.1.2 Image and copyright and any other rights to intellectual property according to International and/or Dutch Law are applicable to all material and information the User makes publicly accessible through the Network and/or distributes to third parties.
3.1.3 The User must abide by the rules, instructions and directions pertaining to the use of the Network laid down directly or indirectly by Radboud University.
3.1.4 The User is responsible for how the network connection is used and for the use of the Network through that connection.
3.1.5 Radboud University has the right to change the Terms of Use. Changes will be in effect four (4) weeks after these modifications to the Terms of Use have been established. The User will be informed of this through email, Enter magazine and the UCI website.
3.1.6 In cases not covered by these Terms of Use, the director of the UCI will decide.

3.2 User obligations and restrictions of use
3.2.1 The User is not permitted to attempt to gain access to computer systems or applications to which the User has been granted no implicit (general) or explicit access.
3.2.2 The User is not permitted to use the Network for activities other than those that are connected to carrying out his/her duties, work activities or study at Radboud University or the UMCN, with the exception of those parts of the Network that have been especially designed for this purpose.
3.2.3 The User is not permitted to use the Network for commercial purposes or on behalf of other work activities and/or employers.
3.2.4 The User is not permitted to cause a direct or indirect disturbance on the Network. Radboud University shall be the judge of this.
3.2.5 The User will not undertake any action that undermines the integrity and continuity of the Network, such as introducing computer viruses or other damaging or illegal data in the Network.
3.2.6 The User is obliged to take measures to prevent a connected system from (potential) abuse. These measures will take the form of running a virus scan program with a recent antivirus update, carrying out corrective maintenance of used (system) software by installing so called safety patches, and in the case of external connections as referred to in 1.2, the use of a personal firewall.
3.2.7 The User is obliged to refrain from activities that may damage the good name and reputation of Radboud University.
3.2.8 The User is not permitted to send messages, images etc. to others through email or internet or in any other way, either directly or indirectly, that contain discriminative, provocative, threatening, pornographic or otherwise offensive content. If messages, images etc. of the nature described in the first sentence of this paragraph are repeatedly received by the User, he/she is to report this to the UCI. The User is also not permitted to visit internet sites with such content during working hours and during use of the Network from inside the university buildings, unless this is done in the framework of carrying out duties, work activities or study at Radboud University or UMCN.
3.2.9 The User is not permitted to spread junk mail and/or spam.
3.2.10 The User is not permitted to use the Network in any way that violates relevant laws and regulations. This includes laws and regulations on intellectual property rights such as Copyright Law.
3.3 investigation

3.3.1 Investigation into email and internet use is permitted in the case of justified suspicions or detection of an infringement or the Terms of Use as referred to in 3.1 and 3.2.
3.3.2 In principle, the investigation will be limited to traffic data (data on sender, destination, date, time and amount) on the use of email and internet. The investigation will take place by order of the UCI director and will be carried out by the network and/or system administrator.
3.3.3 Only in the event of serious grounds can a specific investigation of the content of electronic communication be conducted. The dean or IM unit director involved will order such investigation.
3.3.4 The User who is subjected to an investigation as described in 3.3.3 will be informed as soon as possible of the reason, execution and results of the investigation. The UCI director will give the User the opportunity to explain the data found. Informing the User will be postponed if this might impede the investigation.

3.4 liability

3.4.1 The User is liable for all direct and indirect damage he/she inflicts on the Network, intentionally or due to conscious recklessness.
3.4.2 The User is personally liable for any problems and/or damage caused due to the illicit use of the Network.
3.4.3 Radboud University is not liable for any claims a third party may make on the grounds of the User’s infringement of that third party’s rights.

3.5 sanctions

3.5.1 Upon detection of abuse of the Network or use of the Network that violates the Terms of Use, the UCI director is authorized to refuse access to the Network, either temporarily or permanently. Before access is denied permanently, the User will be given the chance to explain him/herself and, if applicable, the User's direct supervisor will be consulted on the matter.
3.5.2 Upon detection of copyright infringement, spreading of SPAM or junk mail, spreading viruses through the Network or other indications that a system has been compromised, the UCI director may deny access to the Network immediately and without prior consultation. The User will be informed of this decision.
3.5.3 If the UCI director concludes that the User has acted in violation of relevant laws and regulations, this will be reported to the proper authorities. The User will be informed of this decision.
3.5.4 In addition to the penalties that may be imposed by the UCI director, the User acting in violation of his/her obligations may be subjected to corrective measures: the Executive Board or the dean or IM director involved may deny the User access to and/or use of areas and services of Radboud University.
3.5.5 In addition to the above-mentioned penalties, acting in violation of his/her obligations may lead to industrial law-based sanctions for the User. Dismissal is one of the possibilities. An industrial law-based sanction will be decided on by the dean or director of the user/employee in question.

3.6 confidentiality and privacy

3.6.1 Radboud University will observe the confidentiality of all information on the User collected, both in the performance of standard services and the investigation
referred to in 3.3, unless this information is needed as a basis for sanctions and/or the proper authorities dictate the suspension of this confidentiality.

3.6.2 The Law on protection of personal data (Wet bescherming persoonsgegevens) and the Radboud University regulations regarding privacy and the protection of personal data apply in full.
4II: objection and appeal

4.1 objection and appeal against UCI sanction director

4.1.1 Objections to sanctions imposed by the UCI director may be submitted to the latter by the User.
4.1.2 This objection is to be sent in writing, no later than 14 working days after the sanction has been imposed.
4.1.3 The User will receive an acknowledgement of the receipt within 5 working days.
4.1.4 The final decision on the objection will be made no later than one month after it has been submitted.
4.1.5 The User will be informed of this decision in writing within 5 working days.
4.1.6 The User may appeal a decision made by the UCI director on the objection within one month, in accordance with the Structural Regulations (Structuurregeling) and Appeal Regulations (Beroepsreglement) of Radboud University.
5II: final clause

These modified Terms of Use have been confirmed by the Executive Board on 3 July 2006, with the approval of the Works Council and Student Council of the stipulations in article 3.3.

_____________ ......