

60.1 Eastern New Mexico University-Roswell Computer and Internet Use Policy

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Please read this document carefully before signing. A signed hard copy of this document is kept on file at the college for each person currently holding an Internet account or access with Eastern New Mexico University-Roswell. This policy clarifies and reinforces ENMU-Roswell's position with regards to the computer and Internet use found in the Policy and Procedures manual.

Eastern New Mexico University – Roswell (ENMU-Roswell) provides computer services to faculty, staff and students, as well as other individuals and groups that represent constituencies that are related to ENMU-Roswell. ENMU-Roswell seeks to provide access to basic computing to all authorized individuals/groups who agree to ENMU-Roswell's policies and who use equipment, facilities, and systems responsibly.

If an ENMU-Roswell user violates any of these provisions, his or her account is subject to immediate termination and future access could be denied. The signature(s) at the end of this document is (are) legally binding and indicates the party (parties) who signed has (have) read the terms and conditions carefully and understand(s) their significance.

Internet - Terms and Conditions

1. Acceptable Use. The purpose of ENMU-Roswell's connection to the Internet at large is to support research and education in and among academic institutions in the State of New Mexico by providing access to unique resources as well as the opportunity for collaborative work between its member institutions. Therefore, the use of your account must be in support of education and research and be consistent with the educational objectives of ENMU-Roswell. The use of any other organization's network and/or computing resources through ENMU-Roswell must comply with the rules and/or policies appropriate to that network. Furthermore, transmission of any material in violation of any U.S. or state laws or regulations is strictly prohibited. This includes, but is not limited to; all copyrighted material, any threatening or obscene material as determined by community and state standards, as well as material protected by all laws governing trade secrets. Use for commercial activities (including product advertisement) requires prior permission from the University's Business Office. Any services accessed which require a monetary charge or financial commitment shall be the responsibility of the individual user. ENMU-Roswell encourages students to utilize Computer Services and other ENMU-Roswell consulting services; however, prohibits obtaining assistance in completing computer related academic assignments, when forbidden by an instructor, (for example, the instructor tells the student not to use a computer to complete an assignment). Finally, use for personal partisan political lobbying is prohibited. ENMU-Roswell is not responsible for, nor able to provide assistance to users for individually owned computers. (This restriction does not apply to authorized on-line courses available through ENMU-Roswell distance learning course offerings.) ENMU-Roswell's Administrative Council (if applicable) and ENMU-Roswell President's Core Staff will review and approve this policy and then submit it to the Community College Board as required.

Title 18 of the United States Code and on the United States Copyright Law and the laws of the State of New Mexico: Chapter 30, article 45, Computer Crimes provide the basis of ENMU-Roswell's policy for use of its computing. ENMU-Roswell has various specific rules, regulations, and procedures, which govern the use of computing equipment and facilities that are posted in the labs.

Download of software is only permitted onto authorized removable media such as floppy disks, public domain (free) software and "shareware" of all types and purposes. Downloaded or uploaded software may not be installed, downloaded or uploaded to hard drives on ENMU-Roswell computers. Hardware may not be installed or attached to any ENMU-Roswell computer without previous coordination from the system administrator of that system. This is to preclude introduction of incompatibility issues and/or viruses associated either with the hardware or the applicable software (such as drivers and plug-ins) to operate that hardware.

2. Privileges. The use of ENMU-Roswell's connection to the Internet is a privilege, not a right, and inappropriate use of that connection will result in cancellation of those privileges. The system administrator(s) will determine what inappropriate use of the college's networks is. An individual's supervisor will determine what is inappropriate use of computers, which are the responsibility of that supervisor. Also, the system administrator(s) may close an account at any time as deemed appropriate at the sole discretion of those administrators. In accordance with established ENMU-Roswell practices, violations may result in disciplinary action, which could lead to expulsion, and/or legal action. ENMU-Roswell, also reserves the right to limit a computer user's session if there are insufficient resources, or if the user is determined by appropriate authorities to be acting in an irresponsible or unlawful manner. The administration, faculty and staff of ENMU-Roswell may request the system administrator to deny, revoke or suspend specific user accounts. Refer to Policy and Procedure, Support, Professional, Student, and Faculty manuals for appropriate appeal processes. All employees are responsible for ensuring that the computers that they are responsible for are used properly in accordance with this policy. All supervisors, at all levels are responsible for the conduct of their personnel and/or students they supervise or instruct. Initial responsibility for enforcement/regulation of this policy is at the lowest level of employee that observes any behavior contrary to this policy.

3. Network Etiquette. ENMU-Roswell expects computer users to abide by the generally accepted rules of computer network etiquette. As rules in Network Etiquette change and evolve, users must be responsible for understanding and abiding by those generally accepted rules of the Internet. At the present time these include (but are not limited to) the following:

A. Be polite. Do not be abusive in your messages to others. Use appropriate language. Do not swear or use vulgar, obscene, or inappropriate language.

B. Do not reveal your personal address or the addresses and/or phone numbers of other students or colleagues without their permission.

C. Note that your electronic mail (e-mail) is not private. People who operate the system do have access to all e-mail. Messages relating to or in support of illegal activities will be reported to the proper authorities.

D. Do not use the network in such a way that would disrupt the use of the network by other users.

E. All communications and information accessible via the network should be assumed to be private property. Users should not intentionally seek to obtain unauthorized copies of, or to deliberately modify, any files or other data (including passwords) belonging to any of the other users of this system without their explicit permission.

4. Indemnification. ENMU-Roswell makes absolutely no warranties of any kind, expressed, nor implied, for the services it is providing. ENMU-Roswell will not be responsible for any damages. This includes (but is not limited to) any loss of data, which results from delays, non-deliveries, miss deliveries or service interruptions caused either by the systems or your own errors and/or omissions. Any and all use of any of the information obtained via the Internet is at your own risk. ENMU-Roswell specifically denies any responsibility for the accuracy and/or quality of any information obtained through its Internet services. The user (or parent/guardian, if applicable) agrees to indemnify and hold harmless ENMU-Roswell, the Roswell district, board of trustees, individual trustees, agents, and employees of ENMU-Roswell from and

against any claim, lawsuit, cause of action, damage judgment, or administrative complaint arising out of the use of ENMU-Roswell hardware, software, and network facilities under this agreement.

5. Security. Security on any networked computer system has an extremely high priority, especially when the system involves a variety of users. If any user feels that they can identify a security problem that is in any way associated with ENMU-Roswell's connection to the Internet, notify a system administrator immediately. In addition, the user should not demonstrate the problem to any other users. If the user logs in on another individual's account without specific written permission from that individual, or attempts to logon to the Internet as a system administrator, immediate cancellation of all user privileges will result. Any user identified as a security risk or having a history of problems with other computer systems may be denied access to ENMU-Roswell's connection to the Internet.

6. Vandalism. Vandalism will result in the cancellation of ALL system privileges. Vandalism is defined as any malicious attempt to harm or destroy hardware, software, or data of any other user on this system, on the Internet as a whole, or at any of the agencies or other computer networks that are affiliated with or connected to the campus systems. This includes, but is not limited to, the uploading and/or creation of computer viruses.

7. Academic Freedom and The First Amendment. ENMU-Roswell supports the concepts of academic freedom and the 1st Amendment to the U.S. Constitution., but WILL NOT TOLLERATE the creation of a hostile work/study environment or creating a condition of sexual harassment. If someone mentions to you or you think your material may be of an offensive nature to others, please check with the lab supervisor for appropriate arrangements.

Eastern New Mexico University-Roswell Computer and Internet Use Agreement

I understand and will abide by the above Computer and Internet Use Agreement. I further understand that any violation of the regulations above is unethical and may even constitute a criminal offense. Should I commit any violation of this agreement, I understand that my access privileges may be revoked as provided in this agreement, and school disciplinary action and/or appropriate civil and/or criminal legal action may be taken.

Account Applicant's Name (please print): _____

Address: _____

City, ST, Zip: _____

Phone: _____ Date: _____

User Signature: _____

PARENT OR GUARDIAN

(If you are under the age of 18, a parent or guardian must also read and sign this agreement.)

As the parent or guardian of this individual, I have read the above Internet Use Agreement. I understand that this access is designed for educational purposes. I recognize it is impossible for Eastern New Mexico University-Roswell to restrict access to controversial materials, and I will not hold them responsible for materials acquired on the network. Further, I accept full responsibility for all supervision if and when my child's use of Eastern New Mexico University-Roswell's connection to the Internet is not in a school setting. I hereby give permission to issue an account for my child and certify that the information contained on this form is correct.

Parent or Guardian's Name (please print): _____

Parent or Guardian's Signature: _____ Date: _____
