

U K E R N A

JANET Acceptable Use Policy

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Availability:

Further copies of this document may be obtained from the JANET Customer Service, UKERNA, Atlas Centre, Chilton, Didcot, Oxfordshire, OX11 0QS.

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Background and Definitions

1. “JANET” is the name given both to an electronic communications network and a collection of electronic communications networking services and facilities that support the requirements of the UK higher and further education and research community. JANET is managed by UKERNA on behalf of the Joint Information Systems Committee (JISC) and is not for public use.
2. The Higher Education Funding Councils for England, Scotland and Wales, the Learning and Skills Council, the Scottish Further Education Funding Council, the National Council for Education and Training for Wales and the Department of Higher and Further Education, Training and Employment are responsible jointly for the provision of JANET. They exercise this responsibility through their Joint Information Systems Committee (the JISC) and any dispute over the interpretation of this Policy will be resolved by the JISC.
3. UKERNA (an acronym for the United Kingdom Education and Research Networking Association) is the trading name of the company contracted by the JISC, acting in the name of the Higher Education Funding Council for England, for the provision of the JANET service. This includes the day-to-day management of this Policy.
4. This Policy applies in the first instance to any organisation authorised to use JANET (a "User Organisation"). It is the responsibility of User Organisations to ensure that members of their own user communities use JANET services in an acceptable manner and in accordance with current legislation.
5. It is therefore recommended that each User Organisation establishes its own statement of acceptable use within the context of the services provided to its users, and in a form that is compatible with the conditions expressed in this Policy. Such a statement may refer to, or include, this document. If material from this document is included, this must be done in such a way as to ensure that there is no misrepresentation of the intent of this Policy. UKERNA can advise on this aspect as and where necessary.
6. JANET is maintained to support teaching, learning and research. The connection of any organisation to JANET is governed by the JANET Connection Policy maintained by the JISC. JANET is not a public network.

Acceptable Use

7. A User Organisation may use JANET for the purpose of interworking with other User Organisations, and with organisations attached to networks which are reachable via interworking agreements operated by UKERNA. All use of JANET is subject to payment of the appropriate charges in force during the period of service. Any provision of service must be authorised in advance.
8. Subject to the following paragraphs, JANET may be used for any legal activity that is in furtherance of the aims and policies of the User Organisation.

Unacceptable Use

9. JANET may not be used for any of the following:
 - 9.1. the creation or transmission (other than for properly supervised and lawful research purposes) of any offensive, obscene or indecent images, data or other material, or any data capable of being resolved into obscene or indecent images or material;
 - 9.2. the creation or transmission of material which is designed or likely to cause annoyance, inconvenience or needless anxiety;
 - 9.3. the creation or transmission of defamatory material;
 - 9.4. the transmission of material such that this infringes the copyright of another person;
 - 9.5. the transmission of unsolicited commercial or advertising material either to other User Organisations, or to organisations connected to other networks, save where that material is embedded within, or is otherwise part of, a service to which the member of the User Organisation has chosen to subscribe;
 - 9.6. deliberate unauthorised access to facilities or services accessible via JANET;
 - 9.7. deliberate activities with any of the following characteristics:
 - wasting staff effort or networked resources, including time on end systems accessible via JANET and the effort of staff involved in the support of those systems;
 - corrupting or destroying other users' data;
 - violating the privacy of other users;
 - disrupting the work of other users;
 - using JANET in a way that denies service to other users (for example, deliberate or reckless overloading of access links or of switching equipment);

continuing to use an item of networking software or hardware after UKERNA has requested that use cease because it is causing disruption to the correct functioning of JANET;

other misuse of JANET or networked resources, such as the introduction of "viruses".

10. Where JANET is being used to access another network, any abuse of the acceptable use policy of that network will be regarded as unacceptable use of JANET. Any breach of industry good practice (as represented by the [standards of the London Internet Exchange](#)), or of the Acceptable Use Policies of other networks, that is likely to damage the reputation of the JANET network may be regarded as a breach of this AUP

Passing on and Resale of JANET Service

11. It is not permitted to provide access to JANET for third parties without the prior agreement of UKERNA, with the exceptions in the following sub-paragraphs.
 - 11.1. The JISC has resale schemes whereby certain types of User Organisation may sell on JANET services under defined circumstances. Details may be obtained from UKERNA.
 - 11.2. It is acceptable for a User Organisation connected to JANET to extend access to others on a limited basis, provided no charge is made for such access. For example, it is acceptable that a visitor to the Organisation be permitted to gain access to JANET for the purpose of maintaining contact with his or her home organisation. It is intended that such use be regulated by the User Organisation in the same manner as it would regulate occasional use by third parties of its other facilities, such as its telephone and IT support systems.
12. A third party, where an individual, means someone who is not acting as a member of the User Organisation. Where it applies to a separate organisation, this is defined to be any organisation that is in law a separate entity to the User Organisation.

Compliance

13. It is the responsibility of the User Organisation to take all reasonable steps to ensure compliance with the conditions set out in this Policy document, and to ensure that unacceptable use of JANET does not occur. The discharge of this responsibility must include informing those at the Organisation with access to JANET of their obligations in this respect.
14. Where necessary, service may be withdrawn from the User Organisation. This may take one of two forms.

- 14.1. An indefinite withdrawal of service, should a violation of these conditions persist after appropriate warnings have been given by UKERNA. Such a withdrawal of service would only be made on the authority of the JISC. Restoration would be made only when the JISC was satisfied that the appropriate steps had been taken at the Organisation involved to ensure acceptable behaviour in future.
 - 14.2. A suspension of service, should a violation of these conditions cause serious degradation of the service to other users of JANET. Such a suspension would be made on the judgement of UKERNA, and service would be restored when the cause of the degradation of service to others had been removed.
15. Where violation of these conditions is illegal or unlawful, or results in loss or damage to UKERNA or JANET resources or the resources of third parties accessible via JANET, the matter may be referred for legal action.
16. It is preferable for misuse to be prevented by a combination of responsible attitudes to the use of JANET resources on the part of users and appropriate disciplinary measures taken by their Organisations.