

**Use of framework regulations (statutes)  
for the communications and computing infrastructure  
of Lübeck University of Applied Sciences,  
15 December 2010**

Pursuant to § 34 paragraph 3 of the Higher Education Act of 28 February 2007 (GVOBl. Schl.-H. p. 184), last amended by Article 12 of the Law for the implementation of the EU Services Directive of 9 March 2010 (GVOBl. Schl.-H. p. 356), the Senate of the Lübeck University of Applied Sciences adopted the following resolution 10 November 2010 with the approval of the University Council of 14 December 2010:

**Preamble**

This agreement is intended to ensure the most trouble-free, unhindered and safe use of communications and data processing infrastructure of the Lübeck University of Applied Sciences. The agreement is based on the statutory duties of the University of Applied Sciences, especially on its mission to preserve academic freedom. It provides basic rules for proper operation of infrastructure for information processing and regulates the terms of use between individual users and users of the Lübeck University of Applied Sciences.

**§ 1 Scope**

This agreement applies to the use of the centralized and decentralized communications and data processing infrastructure of the Lübeck University of Applied Sciences, consisting of data processing systems, communications systems and other facilities for computer-aided information processing.

**Section 1: Central IT Infrastructure**

**§ 2 Position and duties of Division V - data center**

- 1) The data center is a department of the central administration of the Lübeck University of Applied Sciences, in the following called Department V - data center.
- 2) The data center is responsible for planning, installation and operation of computer-based information and communication systems. This includes the necessary networks, centralized server as well as data communication systems. In this regard, the data center is responsible for the following tasks:
  1. providing and maintaining a smooth and uninterrupted operation of the communication network,
  2. coordinating of the development and maintenance of the communication network,
  3. the management of address and name spaces
  4. the provision of network services and central network server and
  5. the support of the users with the application of the services.
- 3) The data center is responsible for the acquisition, management, documentation, maintenance and development of standard and basic software, especially higher education and campus licenses.
- 4) To ensure proper operation of information and communication network and data processing systems, which are assigned to the data center, the management of the data center may establish additional technical and organizational rules for the use of the IT systems of the data center, such as technical and organizational requirements for the operation of the data network or operating regulations for the use of servers in the data center.

### **§ 3 User authorization and registration for users**

(1) For use of the services of the data center, the following persons may be approved:

1. Members of the Lübeck University of Applied Sciences according to § 13 HSG,
2. Representatives of the Lübeck University of Applied Sciences in order to perform their official duties,
3. Members and relatives of organizations that are affiliated with the University of Applied Sciences,
4. Members and relatives of other universities due to special agreements,
5. Other public research and educational institutions and authorities of the country Schleswig-Holstein and the Federal Republic of Germany by special agreement,
6. Student union Schleswig-Holstein

(2) Other persons or entities may be approved by the data center for scientific purposes or for the fulfillment of the tasks of the universities in the country for use or supply of services, as long as they do not affect the interests of users referred to in paragraph 1.

(3) Contractors of Lübeck University of Applied Sciences (e.g. external companies) may be allowed to fulfill its contractual obligations for the provision of services by the data center, as long as they do not affect the interests of users referred to in paragraph 1. This does not include private use.

(4) The approval is solely for scientific purposes in research, teaching and study, for purposes of administration, education and training and to fulfill other legal duties of the Lübeck University of Applied Sciences. A different use (e.g. private, non-commercial) may be admitted if it is minor and the purpose of the data center and the interests of other users are not affected.

(5) The authorization to use the facilities and services of the data center is on request. For use by students and employees an automated method may be applied. For the use of specific services a simplified application process can be used.

(6) Applications under paragraph 5, sentence 1 may be requested from the data center in particular:

1. Name, address, registration number if applicable and signature of applicant and its status as a student, employee or any other user,
2. Description of the use or purpose of the proposed operation,
3. Statement on the financing of the project,
4. Declaration on the processing of personal data,
5. Acceptance of this agreement including a possible charging system,
6. Consent to the processing of personal data of the user
7. Required IT resources.

(7) The user permit is limited to the project applied for and may be limited.

(8) To ensure proper and efficient operation, the user permit may also be connected to a limitation of the computing and on-time and with other user-related conditions and obligations.

(9) The data center may require evidence of specific knowledge about the use of the required IT systems and IT services for admission to application.

(10) If the capacities of the resources are insufficient to meet all authorized persons, the resources for each user may be rationed.

(11) The user permit may be wholly or partially denied, revoked or be subsequently limited especially when

1. there is no appropriate application or statements in the application are no longer true
2. the conditions for the proper use of IT equipment do not exist or do not exist anymore,
3. the authorized user has been excluded of the use in accordance with § 5,
4. the operation of the user is not compatible with the tasks of the data center and the in § 3 paragraph 4 mentioned purposes,
5. the available IT resources are unsuitable for the requested use or are reserved for particular purposes,
6. the capacity of the resources whose use is requested is not sufficient because of a pre-existing occupancy,
7. the data processing components to be used are connected to a network, which is subject to specific data protection requirements and no objective reason for the proposed use can be seen,
8. it is expected that the use applied for other authorized projects will be unduly affected by the requested use.

## § 4 Rights and obligations of users

1) The users have the right to use the facilities, data processing equipment and information and communication systems of the data center as part of the approval and in accordance with this agreement and the rules adopted pursuant to § 2 paragraph 4 .

(2) The users are obliged

1. to comply with the terms of this agreement and the limits of the use permit, in particular, to consider the terms of the purpose of § 3,
2. to refrain from anything that may disturb the proper operation of DP systems of the data center,
3. to treat all data processing systems, information and communication systems and other facilities of the data center and departments carefully and gently,
4. to work exclusively with the IDs of the users whose use they were given permission by the certification,
5. to ensure that the passwords allocated identifiers of users do not get into the knowledge of other persons,
6. to avoid to determine and use passwords of external identification of users,
7. not to use unjustified access information of other users and to forward, use or modify known information of other users without permission,
8. comply with the legal requirements for the use of software, documentation and other data, in particular for copyright protection, and comply with the license conditions for the provision of software, documentation, and data from the data center,
9. not to copy provided software, documentation and data by data center or forward to third parties, unless this is expressly permitted, nor to use for other than permitted purposes,
10. to follow the instructions of the staff within the premises of the data center and the departments,
11. not to self-resolve faults, damage and failure of IT equipment and data media of the data center and the departments, but immediately notify appropriate personnel,
12. not to carry out any intervention in the hardware installation of the data center and the departments without prior consent of the competent staff and not to change the configuration of the operating system, system files, the system-related files of users and the network,
13. to provide information about programs and methods used for control purposes at the request of the data center management in justified individual cases - in particular in the case of reasonable suspicion of abuse and troubleshooting,
14. coordinate the processing of personal data with the data center and to take into account the data security and data protection obligations suggested by the data center without prejudice to their own data protection obligations of the user privacy policy,

(3) In the following criminal acts will be noted:

1. Data espionage (§ 202 StGB)
2. Data modification (§ 303 StGB) and computer sabotage (§ 303 b StGB)
3. Computer fraud (§ 263 StGB)
4. Dissemination of pornographic writings (§ 184 StGB), in particular distribution, acquisition and possession  
child pornographic writings (§ 184 b StGB)
5. Dissemination of propaganda of unconstitutional organizations (§ 86 StGB) and sedition (§ 130 StGB)
6. Defamation as libel and slander (§ § 185 ff StGB)
7. Criminal copyright infringement, such as through illegal copying of copyrighted software (§ § 106 ff Copyright Act)

(4) In the Information and Communication Services Act is pointed. Reference is also made to the provisions of

1. Personal rights (APR), which are based on Article 2, paragraph 1 in conjunction with Article 1, paragraph 1 of the Basic Law and the special protection of individual, private, intimate sphere
2. Art Copyright Act (Copyright Act), which govern the right to their own image (§ 22 Copyright Act)
3. Telemedia Act (TMG), which set the legal framework for so-called Telemedia in Germany
4. German Research Network (DFN, <http://www.dfn.de>)
5. State Data Protection Act (LDSG) and the Data Protection Regulation (DSVO)
6. PC lab orders (postings within the laboratories and the 24hroom)

## **§ 5 Limitation and exclusion from use**

(1) Users can be temporarily or permanently restricted in the use of computing resources or excluded if it fails to comply with this agreement, in particular when they offend against the duties listed in § 4, (abusive behavior).

(2) Measures pursuant to paragraph 1 shall be made only after a fruitless warning and in agreement with the Presidium of Lübeck University of Applied Sciences. The person concerned will be given an opportunity to comment. In any case, the data of the person concerned must be saved.

(3) Temporary user restrictions made by the management of the data center can be removed as soon as proper use can be guaranteed again.

(4) A permanent restriction on use or the complete exclusion of a user from further use is only taken into account for serious or repeated violations referred to in paragraph 1 when a future proper behavior is no longer to be expected. The decision on a permanent exclusion is made by the Presidium at the request of the management of the data center and after consulting all concerned persons.

## **§ 6 Rights and obligations of the data center**

(1) The data center holds information about the permission to use authorizations for the purpose of proper administration in an information system.

(2) In case it is necessary for fault elimination, system administration or extension or for reasons of system safety and the protection of data of users, the data center may limit the use of its resources temporarily or temporarily disable individual identifiers of users. If possible, the users affected must be informed in advance.

(3) If there is evidence to suggest that Licensees or a user holds unlawful content for use on the servers of the data center, the data center can prevent further use until the legal situation is clarified sufficiently.

(4) The data center is entitled to check the security of the system and the user data and passwords through regular manual or automated measures and necessary protection measures, such as changes of passwords to easy to guess, and perform the computing resources and data of users in order to prevent third parties from unauthorized access. In case of necessary changes of the passwords of users with access permissions to files from other users and other relevant protection measures the user has to be informed immediately.

(5) The data center is entitled pursuant to the following regulations to document and evaluate the use of IT systems by the individual Licensees / users, as far as it is required in order to

1. ensure proper system operation,
2. enable resource planning and system administration,
3. protect personal data of other users,
4. enable accounting purposes,
5. enable the detection and elimination of faults and
6. identify and prevent illegal or abusive use.

(6) Under the provisions of paragraph 5, the data center is also authorized to have access to the programs and files from users, to the necessary extent to eliminate current problems or to identify and prevent abuses, if there are any indications which make these proceedings necessary. The data center is obliged to keep the data confidentiality. An inspection of the messages and e-mail accounts is only permitted where this is essential to address current problems in the message service. In any case, the inspection must be documented, and the concerned Licensees / users must be notified immediately when the purpose is achieved.

(7) Under the conditions of paragraph 5 link and user data in the message traffic, especially of mail use, can also be documented. However, only telecommunication data will be collected, processed and used - but not the non-public communication content. The connection and usage data of online internet activities and other telecommunication services which the data center holds to use or which the data center provides access to use, have to be deleted after 5 days, if it is not accounting data. Data can be stored for a longer period to the necessary extent to eliminate malfunctions or misuse awareness. When the purpose is achieved, these files must be deleted immediately.

(8) In accordance with the legal provisions the data center is committed to the maintenance of telecommunications and data confidentiality.

## **Section 2: Decentralized IT infrastructure**

### **§ 7 Terms of Use**

(1) Use of locally provided and operated communications and data processing infrastructure can be regulated by the relevant institutions individually on regard of granting the right of use, type of use and utilization time. In order to maintain an efficient operation of the facilities and equipment, the operator is entitled to restrict the use to the required extent.

(2) Specific rules for use of decentralized communication and computing infrastructure have to be submitted to the data center and the Presidium prior to its adoption. Participation rights of the Staff Committee and compliance with data protection regulations shall remain unaffected.

(3) As long as there are no other determinations of the competent institutions, section 1 shall apply mutatis mutandis.

## **Section 3: General Provisions**

### **§ 8 Liability of the user**

(1) The user is liable for all losses which occur within the Lübeck University of Applied Sciences and the connected devices and their relatives caused by improper or illegal use of communications and data processing infrastructure and the user authorization or the fact that the user does not comply culpably its obligations under these regulations.

(2) The user shall also be liable for damages arising under the provided access and user opportunities through third-party use, if he/she is responsible for the third-party-use, especially in the case of a transfer of his/her user identification to third parties.

(3) The user has to keep Lübeck University of Applied Sciences from all claims asserted if third parties claim the university because of an improper or unlawful conduct by the user for damages, injunctive or in any other manner. The Lübeck University of Applied Sciences will announce the dispute to the user, if a third party takes action against the data center.

### **§ 9 Liability of Lübeck University of Applied Sciences**

(1) The Lübeck University of Applied Sciences does not guarantee that the system is running correctly at all times and without interruption. Any loss of data due to technical faults as well as the acquisition of confidential data due to unauthorized access by third parties cannot be excluded.

(2) The Lübeck University of Applied Sciences accepts no responsibility for the accuracy of the provided programs. The Lübeck University of Applied Sciences is not liable for the content, especially for the correctness, completeness and topicality of the information to which it merely provides access for use.

(3) Furthermore, the Lübeck University of Applied Sciences is only liable in case of intent or gross negligence of its employees. The liability of the University of Applied Sciences is limited to typical, foreseeable damages at inception of the contractual relationship, unless there is intent or gross negligence.

(4) Possible public liability claims against the university remain unaffected by the above provisions.

### **§ 10 In-force**

This Statute shall come in force the day after the announcement.  
The existing statute is hereby enacted and shall be made public.

Lübeck, December 15, 2010

Lübeck University of Applied Sciences

Prof. Dr. S. Bartels-von Mensenkampff  
President