



## JANET Acceptable Use Policy

### 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 education and research community. JANET is managed by JANET(UK) on behalf of the Higher Education Funding Council for England and its partner funding bodies, via their Joint Information Systems Committee (the “JISC”).
2. JANET is maintained primarily to support education and research within the UK public sector. It is not a public network. The *JANET Acceptable Use Policy* does not determine the eligibility of any particular organisation to have a connection to and use JANET. This eligibility is determined by the *JANET Connection Policy* which is maintained by JANET(UK) on behalf of the JISC. The JANET Acceptable Use Policy merely defines acceptable and unacceptable use of JANET by those who have been provided with a connection under the terms of the JANET Connection Policy.
3. The JANET Acceptable Use Policy is an integral part of JANET(UK)’s *Terms and Conditions for the Provision of the JANET Service* (the “**JANET Terms**”). There are a number of explanatory notes (each, a “**Note**”) at the end of this document, and referenced from individual clauses of this Acceptable Use Policy. Each Note is an integral part of the JANET Acceptable Use Policy.
4. The JANET Acceptable Use Policy applies in the first instance to any organisation authorised to use JANET (a “**User Organisation**”). It applies also to use of JANET by the User Organisation’s own members and all those to whom it otherwise provides with access to JANET (collectively, its “**Members**”).
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 Members, and in a form that is compatible with the conditions expressed in the JANET Acceptable Use 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 the JANET Acceptable Use Policy. JANET(UK) can advise on this aspect as and where necessary.

### Acceptable Use

6. A User Organisation and its Members may use JANET for the purpose of communicating with other User Organisations and their Members, and with organisations, individuals and services attached to networks which are reachable via JANET. All use of JANET is subject to the JANET Terms.
7. Subject to clauses 9 to 17 below, JANET may be used by a User Organisation and its Members for any lawful activity that is in furtherance of the aims and policies of the User Organisation. ➤ **Note 1**

8. It is the responsibility of the User Organisation to ensure that its Members use JANET services in accordance with this JANET Acceptable Use Policy, and with current legislation. ➤ Note 2

## Unacceptable Use

9. JANET may not be used by a User Organisation or its Members for any of the activities described below. ➤ Note 3
10. Creation or transmission, or causing the transmission, 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. ➤ Note 4
11. Creation or transmission of material with the intent to cause annoyance, inconvenience or needless anxiety.
12. Creation or transmission of material with the intent to defraud.
13. Creation or transmission of defamatory material.
14. Creation or transmission of material such that this infringes the copyright of another person.
15. Creation or transmission of unsolicited bulk or marketing material to users of networked facilities or services, save where that material is embedded within, or is otherwise part of, a service to which the user or their User Organisation has chosen to subscribe.
16. Deliberate unauthorised access to networked facilities or services. ➤ Note 5  
➤ Note 6
17. Deliberate activities having, with reasonable likelihood, any of the following characteristics:
- a. wasting staff effort or networked resources, including time on end systems and the effort of staff involved in the support of those systems;
  - b. corrupting or destroying other users' data;
  - c. violating the privacy of other users;
  - d. disrupting the work of other users;
  - e. denying service to other users (for example, by deliberate or reckless overloading of access links or of switching equipment);
  - f. continuing to use an item of networking software or hardware after JANET(UK) has requested that use cease because it is causing disruption to the correct functioning of JANET;
  - g. other misuse of JANET or networked resources, such as the introduction of "viruses" or other harmful software via JANET.

## Access to Other Networks via JANET

18. Where JANET is being used to access another network, any breach of the acceptable use policy of that network will be regarded as unacceptable use of JANET. Any deliberate activity as described in clause 17 above, and where applied to a user of that network, will also be regarded as unacceptable use of JANET.

19. Any breach of industry good practice (as represented by the standards of the London Internet Exchange) that is likely to damage the reputation of the JANET network will also be regarded *prima facie* as unacceptable use of JANET.

## Passing on and Resale of JANET

20. A User Organisation may extend JANET access to other individuals on a limited basis, provided no charge is made for such access. ➤ **Note 7**
21. It is expected that such use will 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. Any individual using JANET in this manner must therefore be subject to the same requirement to use JANET in an acceptable manner as is required by the User Organisation of its Members.
22. Otherwise, a User Organisation is not permitted to provide access to JANET to third parties without the prior agreement of JANET(UK). ➤ **Note 8**
23. This agreement will normally take the form of licensing by JANET(UK) of the User Organisation to provide such access. Details of such licensing schemes, known as *Sponsored* and *Proxy Licences*, are available from JANET(UK).

## Compliance

24. It is the responsibility of the User Organisation to take reasonable steps to ensure its Members' compliance with the conditions set out in this Policy document, and to ensure that unacceptable use of JANET is dealt with promptly and effectively should it occur. The discharge of this responsibility includes informing all Members of the User Organisation with access to JANET of their obligations in this respect.
25. Where necessary, service may be withdrawn from the User Organisation, in accordance with the JANET Terms. Where violation of these conditions is unlawful, or results in loss or damage to JANET(UK) or JANET resources or the resources of third parties accessible via JANET, the matter may be referred for legal action.

## Explanatory Notes

1. Use by the User Organisation and its members may be in pursuance of activities for commercial gain as well as for not-for-profit activities, provided such activities remain in accordance with the aims and policies of the user organisation.
2. It is preferable for misuse to be prevented by a combination of responsible attitudes to the use of JANET resources on the part of its users and appropriate disciplinary measures taken by their User Organisations.
3. The list of unacceptable activities in this section is not necessarily exhaustive. In accordance with clause 7, the use of JANET for any activity which may reasonably be regarded as unlawful is not permitted. The purpose of this section is to bring as clearly as possible to the reader's attention those activities most commonly associated with the abuse of a network.
4. It may be permissible for such material to be received, created or transmitted where this is for properly supervised and lawful research purposes. If it is proposed to undertake such activities prior permission from JANET(UK) must be obtained. Such permission is only granted where a detailed case is made for the need to access such materials, and will not be granted if in JANET(UK)'s opinion the proposed activity would be unlawful.
5. Implicit authorisation may only be presumed where a host and port have been advertised as providing a service (for example by a DNS MX record) and will be considered to have been withdrawn if a complaint from the provider of the service or resource is received either by the User Organisation or by JANET(UK). For all other services and ports, access will be presumed to be unauthorised unless explicit authority can be demonstrated.
6. Where a User Organisation wishes to commission or itself perform a test for vulnerabilities in its IT systems (for example, via "penetration testing") this, as an action authorised by the User Organisation, will not be a breach of clause 16. However, the User Organisation should inform the JANET CSIRT, in advance of the test, of the source, nature and timing of the test. This is to avoid wasting the time and resources of the CSIRT in investigating the perceived attack on the User Organisation, or automatically blocking it
7. For example, it is acceptable that a visitor to the User Organisation be permitted to gain access to JANET for the purpose of maintaining contact with his or her home organisation, or of carrying out his or her teaching or research activities whilst using the User Organisation's facilities. It is expected that such use will be occasional and reasonably time-limited.
8. 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.

## JANET(UK) Contact Details

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