

DATA ACCESS POLICY

As NJIT has moved to a distributed data access environment, policy has been established to protect the computer-based institutional data from unauthorized (c.q. other improper) access and use.

Attached is a policy statement regarding data access at the New Jersey Institute of Technology.

NEW JERSEY INSTITUTE OF TECHNOLOGY

DATA ACCESS POLICY

It is the policy of New Jersey Institute of Technology to protect its computer-based institutional data from unauthorized, wrongful or malicious use, by resolving the following responsibilities and definitions:

RESPONSIBILITIES

1. It is the responsibility of each NJIT database owner to:
 - o extend authorization to database managers for access to information;
 - o authorize access to secondary users in written form;
2. It is the responsibility to database managers to:
 - o provide the day-to-day controls of the data;
 - o provide secondary users with reasonable knowledge of how to interpret data;
 - o to extend authorization for access to secondary users upon the owner's satisfaction that such knowledge has been effectively conveyed.
3. It is the responsibility of a secondary user of a NJIT database to:
 - o validate interpretation of data (generally via the Institutional Research office) before the data may be used for
 - external publication;
 - effecting legal or moral judgment of students or employees;
 - placing financial or academic restrictions upon students based solely on interpretation of owner's data.
4. It is the responsibility of data owners, managers and any authorized secondary users to take all reasonable precautions against unauthorized access, willful or not, to screens and/or reports containing sensitive data.
5. It is the responsibility of the Computing Services Department to install security procedures to reasonably prevent unauthorized access to systems and data by students or any other unauthorized person.'

DEFINITIONS

1. Sensitive data is defined as all data contained in the university's information systems.

2. Data bases and owners are:

Human Resources System data:

Vice President for Human Resources.

Financial Records System data:

Vice President for Administration and Treasurer.

Student Information System data:

Vice President for Academic Affairs and

Vice President for Administration and Treasurer.

Alumni Development System data:

Vice President for Development.

3. Data base (information) managers are:

Human Resources System:

Medical data

Director of Human Resources

Employment data

Director of Human Resources

Salary data

Director of Finance

Financial Records System:

Accounting data

Director of Finance

Vendor data

Director of Purchasing

Budgetary data

Associate Vice President for Budget &
Fiscal Planning

Student Information System:

Admissions data

Dean of Enrollment Planning

Financial Aid data

Director of Financial Aid

Academic data

Registrar

Scheduling data

Registrar

Student Financial
data

Director of Finance

Alumni Development System:

Alumni data

Director Alumni Relations

4. Secondary users are:

NJIT personnel, who have been extended the privilege to access and/or modify or append computer-based institutional data.

August 1, 1989

ADDITIONAL INFORMATION REGARDING DATA ACCESS POLICY.

The following summary indicates which offices generally can provide NJIT personnel or students with information that is relevant to their work or position.

FINANCE / TREASURER'S OFFICE:

- Institute financial data
- Student financial data

HUMAN RESOURCES OFFICE:

- Employment certification
- Employment statistics

REGISTRAR'S OFFICE:

- Individual student data
- Enrollment statistics
- Student enrollment certification

INSTITUTIONAL RESEARCH:

- External surveys

ADMISSIONS OFFICE:

- Applicant data
- Applicant statistics

GRADUATE DIVISION:

- Graduate applicant data
- Graduate applicant statistics

COMPUTING SERVICES:

- Statistics and data regarding academic and administrative computing
- University computing resources data

DEVELOPMENT OFFICE:

- Development and fund raising data

ALUMNI OFFICE:

- Alumni data

RESEARCH OFFICE:

- Research and grant data.

NEW JERSEY INSTITUTE OF TECHNOLOGY

EMPLOYEE ACCESS TO INFORMATION AND COMPUTING AGREEMENT

As an employee of NJIT’s computing facilities, I agree to observe the following rules and provisions:

1. I will use only the computer user account(s) assigned to me and will take responsibility to protect my user account(s) from unauthorized use. I further agree to change my passwords at least once a month. This regulation is primarily intended for the protection of my account(s) and of the associated data. If I become aware of attempts to violate or bypass these security mechanisms, I will promptly report such attempts to my supervisor, department head, or to the Executive Director of Computing Services.
2. I have read the Institute’s Data Access Policy and agree to abide by its provisions.
3. I will respect the privacy of information stored using NJIT’s computing facilities, whether this information belongs to me, to others, or to the Institute. I will not acquire or modify, in any way, information that belongs to another individual or to the Institute without the explicit permission of that person or the Institute. Information which has been acquired or modified remains the property of the original owner and may not be further distributed, modified, or released without the explicit permission of the original owner.
4. I agree to abide by any patent or copyright restrictions which may relate to the use of computing facilities, products, programs or documentation. I agree not to copy, disclose, modify or transfer any such materials that I did not create, without the expressed written consent of the original owner or copyright holder. I agree not to use any NJIT computing facilities to violate the terms of any software license agreement, or any applicable local, state or federal law. I agree not to modify in any way, hardware, software or data to which I have access, unless it is clearly within the scope of my position with the Institute.
5. I agree not to use NJIT’s computing facilities for any form of private financial gain, unless having first received written permission from the Executive Director of Computing Services. Business related pursuits of NJIT’s facilities will require the creation and use of a separate billable account(s).
6. I agree to take reasonable care of any computing equipment (hardware, software, data) assigned to me during my employment at NJIT and will return such equipment upon the request of my supervisor or termination of my employment with the Institute.
7. I shall not use my privileges to access other computing facilities to which the NJIT network is connected, if I do not have the appropriate approvals for same.
8. I understand that violation of any provision of this agreement may result in employee discipline action and/or civil or criminal liabilities.

This agreement will remain in effect as long as I am employed with the New Jersey Institute of Technology.

.....
Name

.....
Signature

.....
Date

NEW JERSEY INSTITUTE OF TECHNOLOGY ACCESS TO INFORMATION AND COMPUTING AGREEMENT

Access to computer facilities maintained by the New Jersey Institute of Technology Computing Services Department may be granted to any student, staff, or faculty member presently affiliated with NJIT.

In this agreement, the term unauthorized is defined as not in the best interests of nor pursuant to the expressed goals of the Institute.

As a user of NJIT's computing facilities, I agree to observe the following rules and provisions:

1. I will use only the computer User Account(s) provided to me and will take the responsibility to protect my account(s) from unauthorized access.
2. I will not possess a file or program to fraudulently obtain unauthorized privileges. I will not deliberately attempt to degrade the performance of a computer system or deprive authorized personnel of resources or access to any university computer system. If I become aware of attempts to violate or bypass system security mechanisms (i.e. file protection or passwords). I will promptly report such attempts or security loopholes to the Executive Director of Computing Services.
3. The principles of intellectual freedom will apply to the dissemination of information at NJIT – CSD managed computer facilities. Intellectual property rights begin with respect for intellectual labor and creativity. They include the right for the creator of the work to acknowledgment, the right to privacy, and the right to determine the form, manner and terms of publication and distribution.
Users are free to examine and discuss all questions of interest to them and to express opinions publicly and privately. They should always be free to support causes by orderly means which do not disrupt the regular and essential operation of the computing facilities or NJIT.
I will respect the privacy of information stored using NJIT's computing facilities, whether this information belongs to me or to others. I will not acquire or modify, in any way, information that belongs to another person without the explicit permission of that person. Information which has been acquired or modified remains the property of the original owner and may not be further distributed or modified without the explicit permission of the original owner.
4. I agree to abide by any patent or copyright restrictions which may relate to the use of computing facilities, products, programs, or documentation. I agree not to copy, disclose, modify or transfer any such material that I did not create without the expressed written consent of the original owner or copyright holder. I agree not to use any NJIT computing facilities to violate the terms of any software license agreement, or any applicable local, state or federal laws. I agree not to modify in any way hardware, software or data to which I have access unless it is clearly within the scope of my responsibilities within the Institute.

5. Any use of CSD facilities or services unrelated to legitimate instructional or NJIT research computing is improper if it interferes with another user's legitimate instructional or NJIT research computing. I agree not to use NJIT's computing facilities for any form of private financial gain or commercial use, unless having first received written permission from the Executive Director or Computing Services. Business related pursuits of NJIT's facilities will require the creation and use of a separate billable account.
6. Access to NJIT's computing facilities by unauthorized persons or for unauthorized purposes is forbidden. I agree not to take any actions which constitute inappropriate behavior. The following list provides some examples of this type of behavior, but is not intended to be all inclusive:
 - Frivolous, disturbing, or otherwise inconsiderate use of or conduct in the terminal areas or while logged into a computer system;
 - Attempting to modify restricted portions of the operating system or accounting software;
 - Any behavior that causes distractions to other users in public use areas (i.e. use of radio, loud conversation, shouting, etc.);
 - Eating, drinking or smoking in a computer use area;
 - The use of computing facilities for plagiarism or other illegal or unethical activities;
 - Forging, tampering with, or interfering with the delivery of electronic mail or news posting;
 - Unauthorized eavesdropping on network traffic.
7. Computer communications systems and networks promote the free exchange of ideas and information, thus enhancing teaching and research. I will not use electronic communications systems to harass others or interfere with their work.
8. I shall not use my privileges to access other computing facilities to which the NJIT network is connected if I do not have the appropriate approvals for same.
9. I understand that a violation of any provision of this agreement will result in punitive action. Suspension or expulsion from computing facilities is a serious penalty. Users facing this penalty will be given due process protection.
The following are actions that may be taken against a user at the discretion of the CSD Systems Programming Staff:
 - The changing of a disk quota;
 - The suspension of CPU intensive processes until a later time;
 - Temporarily suspend the use of a user's computer account after attempting to contact the user through electronic mail or system talk/chat utilities to discuss activities on a computer facility.

If an infraction is deemed serious by the CSD Assistant Director of Technical Operations, the following disciplinary action(s) may be taken:

- An informal warning from CSD;
- A formal warning from the NJIT Committee on Professional Conduct (CPC);

- Suspension of the use of Institute computing facilities by the CPC;
- Expulsion of the user from the Institute computing facilities by the CPC;
- Suspension of the user from the Institute by the CPC.

10. (The following sentence only applies to members of the NJIT faculty or staff):

I understand that violation of any provision of the agreement may result in employee disciplinary action and/or civil or criminal liabilities.

I understand that when I am using NJIT computing facilities. I am using NJIT resources in the support of my studies, research or other NJIT related activities.

NJIT will make all reasonable efforts to maintain the confidentiality of the storage contents and to safeguard the contents from loss, but cannot be held liable for the inadvertent or unavoidable loss or disclosure of the contents. Normally, only “need to know” access to storage media contents will be conducted at the discretion of the NJIT CSD Systems Programming Staff or at the request of the Executive Director of Computing Services.

This agreement will remain in force as long as I am affiliated with NJIT and require the use of NJIT’s computing facilities or services.

Name: _____

NJIT ID Number _____ - _____ - _____

Signature: _____

Date: ____/____/____

System: ADMIN1_____ HERTZ_____ TESLA _____ (check one)
 (Administration) (Ultrix/Unix) (VMS)

Username: _____