

Riverside Community College District

ACADEMIC WEB SITE TERMS, CONDITIONS AND ACCEPTABLE USE PROCEDURES

The following procedures expand upon Board Policy 3060/4060: "Computing and Internet Policy."

Riverside Community College District offers Internet World Wide Web page hosting and development services without charge to faculty members (and academic departments) in order provide a quality learning experience for our students. RCCD has certain legal and ethical responsibilities commensurate with the use of its servers and equipment involved in these services.

RCCD's general procedure is to act as a provider of Internet presence for academic purposes and will not regulate the content of academic web sites. RCCD reserves the right to suspend or cancel any academic web site account that has been inappropriately used or violates the terms and conditions of acceptable use according to district policies and procedures.

Intellectual Property Rights

Material accessible to you through RCCD web services may be subject to protection under the United States or other copyright laws, or laws protecting trademarks, trade secrets or proprietary information. Except when expressly permitted by the owner of such rights, you must not use RCCD or its servers and network in a manner that would infringe, violate, dilute or misappropriate any such rights, with respect to any material, which you access or receive through the RCCD network. If you use a domain name in connection with RCCD or similar service, you must not use that domain name in violation of any trademark, service mark, or similar rights of any third party.

Section 508 / Accessibility

In 1998, Congress amended the Rehabilitation Act to require Federal agencies to make their electronic and information technology accessible to people with disabilities. Inaccessible technology interferes with an individual's ability to obtain and use information quickly and easily. Section 508 was enacted to eliminate barriers in information technology, to make available new opportunities for people with disabilities, and to encourage development of technologies that will help achieve these goals. The law applies to all Federal agencies (including education institutions) when they develop, procure, maintain, or use electronic and information technology. Under Section 508 (29 U.S.C. ' 794d), agencies must give disabled employees and members of the public access to information that is comparable to the access available to others. It is recommended that you review the laws and regulations to further your understanding about Section 508 and how you can support implementation. (For further information about Section 508 see: <http://www.section508.gov>)

To comply with federal law, RCCD requires that all web sites hosted on district servers must be Section 508 compliant.

An Alternate Media Specialist in DSP&S, (222-8187) is available to assist you with accessibility and Section 508 compliancy issues.

Electronic Commerce

RCCD prohibits the operation of any for profit online store or e-commerce activity on academic web sites. Academic web sites may provide links or references to outside sites that sell products or services.

Academic web sites may not be used as a location for paid for profit advertisements, promotions or contests.

Uptime

RCCD endeavors to have the content of academic web sites available for http access by any party in the world 99.7% of the time, but makes no guarantee that web servers will be available at all times. Network downtime (unavailability) may result from (1.) scheduled maintenance as posted from time to time, (2.) your behavior or the performance or failure of equipment, facilities or applications, or (3.) circumstances beyond RCCD's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of interruption or delay in telecommunications or third party services, including DNS propagation, domain name registration / transfer, failure of third party software or hardware or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of your web site, or (4.) others breaking any item in RCCD's "terms of conditions and acceptable use policy" causing a machine to fail as a result.

Server Abuse

Any attempt to undermine or cause harm to a server, or equipment, of RCCD is strictly prohibited.

RCCD prohibits any use or attempted use of an Internet account or computer without the owner's authorization. Such attempts include "Internet scamming" (tricking other people into releasing their passwords), password robbery, security hole scanning etc.

Any unauthorized use of accounts or computers by a RCCD faculty, whether or not the attacked account or computer belongs to RCCD, will result in action against the attacker. Possible actions include warnings, account suspension or cancellation, and civil or criminal legal action, depending on the seriousness of the attack.

IMPORTANT NOTE - RCCD has the right to discontinue service, or deny access to anyone who violates our Policies or the terms and conditions shown below WITHOUT WARNING OR PRIOR NOTICE.

Faculty may not run IRC, bots or clients on district servers. Unacceptable uses also include, but are NOT limited to: Bulk emailing (outside one's own students) or unsolicited emailings, newsgroup spamming, pornographic content, illegal content, copyright infringement, trademark infringement, warez, cracks, software serial numbers, and/or anything else determined by RCCD to be unacceptable use of services including abuse of server resources.

Academic website accounts may be terminated that include the following content or which have links to the following content: (a) Providing material that is grossly offensive to the Web community including blatant expressions of bigotry, racism, hatred, or profanity outside the context of an academic discussion; (b) Promoting or providing instructional information about illegal activities, or promoting physical harm or injury against any group or individual; (c) Displaying material

containing obscene nudity or pornographic material or displaying material that exploits children under 18 years of age outside the context of an academic discussion; (d) Acts of copyright infringement including offering pirated computer programs or links to such programs, information used to circumvent manufacturer-installed copy-protect devices, including serial or registration numbers for software programs, or any type of cracker utilities.

Abuse of Bandwidth

The intention of RCCD is to provide space to serve web documents, not an off site storage area for electronic files. All (90%) of your web pages (html) must be 'linked' with files (.GIF, .JPEG, etc.) stored on RCCD's server. Web sites that are found to contain either/or no html documents, a large number of unlinked files are subject to warning, suspension or cancellation at the discretion of RCCD.

To maintain the integrity of our hosting service the following limitations apply:

Sites with large picture galleries. Sites offering any download file larger than 5 mb. (This is any site where 50% or more of there monthly traffic is from file downloads). Sites with banners, graphics or cgi scripts running from their domain used on other domains. Sites using more than 30% of system resources for longer than 60 seconds. Sites running large multimedia files (QuickTime, Real Audio, Real Video, MP3).

RCCD Office of Faculty Affairs may modify web site limitations/permissions on a case-by-case basis when academically necessary, and will be the sole arbiter as to what constitutes a violation of this provision.

Network Security

Customers may not use the RCCD network with an attempt to circumvent user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for the customer, logging into a server or account the customer is not expressly authorized to access, password cracking, probing the security of other networks in search of weakness, or violation of any other organization's security policy. Customers may not attempt to interfere or deny service to any user, host, or network. This includes, but is not limited to, flooding, mail bombing, or other deliberate attempts to overload or crash a host or network. RCCD will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. Users who violate system or network security may incur criminal or civil liability.

Static / Dynamic Content Caching

You expressly (i) grant to RCCD a license to cache the entirety of your Web Site, including content supplied by third parties, hosted by RCCD under this Agreement and (ii) agree that such caching is not an infringement of any of your intellectual property rights or any third party's intellectual property rights.

CGI Scripts

Each shared web hosting account comes with its own cgi-bin. You are free to use any CGI scripts you wish, however we reserve the right to disable any CGI script that effects normal shared server operation without prior warning.

Chat Rooms

We do not allow faculty to install their own chat rooms within a shared hosting account, without approving it with the RCCD Support Team. Most chat rooms tend to be large users of system resources and we cannot allow it as an account option. However, we can provide a choice of Java chat rooms that will more than fill your needs and run without hindering the performance of the machine for others.

Lawful Purpose

RCCD faculty may only use RCCD web servers for lawful purposes. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, and material protected by trade secrets. In the event that a faculty member is not immediately available, RCCD management reserves the right to temporarily remove materials judged to be a violation of this procedure or RCCD policies from any site pending review and discussion with the faculty member involved.

RCCD Purpose

RCCD faculty may only use the RCCD web service for purposes that are consistent with the RCCD Mission Statement and written policies established by the RCCD Board of Trustees.

Indemnification

FACULTY MEMBER AGREES THAT THEY SHALL DEFEND, INDEMNIFY, SAVE AND HOLD RIVERSIDE COMMUNITY COLLEGE DISTRICT HARMLESS FROM ANY AND ALL DEMANDS, LIABILITIES, LOSSES, COSTS AND CLAIMS, INCLUDING REASONABLE ATTORNEY'S FEES ASSERTED AGAINST RIVERSIDE COMMUNITY COLLEGE DISTRICT, ITS AGENTS, ITS CUSTOMERS, OFFICERS AND EMPLOYEES, THAT MAY ARISE OR RESULT FROM ANY SERVICE PROVIDED OR PERFORMED OR AGREED TO BE PERFORMED OR ANY PRODUCT REFERENCED BY FACULTY, OR THEIR AGENTS. FACULTY MEMBER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS RCCD AGAINST LIABILITIES ARISING OUT OF; (1) ANY INJURY TO PERSON OR PROPERTY CAUSED BY ANY MATERIALS, SUPPLIES OR PRODUCTS ENDORSED OR OTHERWISE DISTRIBUTED IN CONNECTION WITH RCCD'S SERVERS; (2) ANY MATERIAL INFRINGING OR ALLEGEDLY INFRINGING ON THE PROPRIETARY RIGHTS OF A THIRD PARTY; AND (3) COPYRIGHT INFRINGEMENT.

Disclaimer

RCCD WILL NOT BE RESPONSIBLE FOR ANY DAMAGES YOU MAY SUFFER. RCCD MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED FOR SERVICES WE PROVIDE. RCCD DISCLAIMS ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS INCLUDES LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, WRONG DELIVERY, AND ANY AND ALL SERVICE INTERRUPTIONS CAUSED BY RCCD AND ITS EMPLOYEES. RCCD RESERVES THE RIGHT TO REVISE ITS POLICIES AT ANY TIME.

FAILURE TO FOLLOW ANY TERM OR CONDITION WILL BE GROUNDS FOR IMMEDIATE ACCOUNT DEACTIVATION.

Riverside Community College District

**ACADEMIC WEB SITE
TERMS, CONDITIONS AND ACCEPTABLE USE PROCEDURES**

ACADEMIC WEB SITE REQUEST

Name: _____

Email: _____

Campus: _____

Discipline or Program: _____

Requested Password (*optional*): _____

Website category: _____ Faculty _____ Academic Department or Program

Do you need assistance in setting up your site? Yes No

Are you familiar with accessibility for people with disabilities, and able to make your web pages
Section 508 compliant? Yes No

**I agree to the TERMS, CONDITIONS AND ACCEPTABLE USE PROCEDURES as stated
in this document.**

Signature

Date

Please complete and return this page to the Office of INSTITUTIONAL EFFECTIVENESS
or fax to: (951) 682-1055