

WSU Information Services High Speed Research Network

End User Agreement

1.0 Purpose

The High Speed Research Network (HSRN) is a high speed fiber optic network connecting higher education and research institutions across the United States. Access to this network will provide WSU faculty and staff the network bandwidth required to support existing and future research programs, and to encourage collaboration among participating academic and research communities nationally and internationally. The purpose of this End User Agreement is to encourage responsible use of the HSRN by WSU participants and to provide users with reliable and secure network services.

2.0 Provision of Services

By using the HSRN, users consent to the terms in this agreement. WSU reserves the right to modify this agreement in its own discretion at any time. Such modifications will be effective when posted. WSU network connections are only for use by the authorized party to which service is granted. Connections may not be shared by any means except as authorized, provided and maintained by WSU. Users will be held responsible for any use of the service by a third party.

All devices connected to the WSU Network must be properly registered with WSU Domain Name Services. WSU respects the privacy of our users, however, WSU does retain the right to monitor system traffic and take the appropriate action in the course of troubleshooting problems. WSU cannot be held liable for losses incurred due to planned or unplanned outages in service.

Use of WSU network services must be compliant with all University policies and regulations. Specifically, users should be familiar with and comply with the following University policies before connecting to the WSU network:

- Policy on Electronic Publishing and Appropriate Use of Computing Resources, Information Technologies, and Networks (Executive Policy #4)
http://www.wsu.edu/~forms/HTML/EPM/EP4_Electronic_Publishing_Policy.htm
- University Data Policy (Executive Policy #8)
http://www.wsu.edu/~forms/HTML/EPM/EP8_University_Data_Policies.htm
- Wireless LAN Policy (Executive Policy #13)
http://www.wsu.edu/~forms/HTML/EPM/EP13_Wireless_LAN_Policy.htm
- University Anti-Virus Policy (Executive Policy #14)
http://www.wsu.edu/~forms/HTML/EPM/EP14_Antivirus.htm
- University Network Policy (Executive Policy #16)
http://www.wsu.edu/~forms/HTML/EPM/EP16_University_Network_Policies.htm
- University Computer and Network User Identification and Password Policy (Executive Policy #18)
http://www.wsu.edu/~forms/HTML/EPM/EP18_User_ID_and_Password.htm
- Executive Ethics Board Policy (For State Employees)
<http://ethics.wa.gov/>

3.0 Suspension or Termination of Services

Any user of the High Speed Research Network that has violated any element of this Agreement may be subject to a limitation, suspension or termination of service. WSU will attempt to notify the user of its intention to limit, suspend, or terminate service. Notification may be via email or by any other means of notification. WSU may, however, limit, suspend, or terminate service without notification in cases where network activity exposes WSU to criminal or civil liability or exposes network assets to harm. WSU shall not be liable for any damages of any nature suffered by the user or any third party resulting in whole or in part from WSU's exercise of rights under this Agreement.

4.0 Prohibited Actions and Conduct

The High Speed Research Network must be used in a manner that is consistent with the intended purposes of the HSRN and only for lawful purposes. Users shall not use the HSRN in order to transmit, distribute, receive, or store material: (1) that may adversely affect the HSRN or other HSRN users; (2) in violation of Federal, State, or local laws and regulations, including the distribution of copyrighted material, illegal export of software, child pornography, or other fraudulent activity; (3) that may expose the HSRN to criminal or civil liability. Users are prohibited from facilitating the violation of any part of this Agreement or another provider's Acceptable Use Policy (e.g., Internet2, NLR, IRON).

Inappropriate Content. Users shall not use the HSRN to transmit, distribute or store material that is inappropriate, as reasonably determined by WSU, or material that is obscene (including child pornography), defamatory, libelous, threatening, abusive, hateful, or excessively violent.

Intellectual Property. Users shall not use the HSRN in any manner that would infringe, dilute, misappropriate, or otherwise violate intellectual property rights, including but not limited to, copyrights, patents, trademarks, trade secrets, or other proprietary information.

Harmful Content. Users shall not use the HSRN to transmit, distribute, or store material that may be harmful to, or interfere with, the HSRN or any third party's networks, systems, services, or web sites. Such content may include, but is not limited to malicious software such as viruses and worms.

Fraudulent and/or Misleading Content. Users shall not use the HSRN to transmit or distribute material that contains false, deceptive, misleading, or fraudulent statements, claims, representations, or offers. This includes, but is not limited to, the fraudulent use of credit cards or financial data.

Email and Unsolicited Messages. Users shall not use the HSRN to transmit unsolicited email, including, without limitation, bulk email, where such emails could reasonably generate complaints. Users shall not use the HSRN to (1) send emails which are excessive and/or intended to harass or annoy others, (2) continue to send email to recipients that indicate they do not wish to receive them, (3) send email with forged header information, (4) send malicious email, or engage in other actions or communications in violation of WSU policies.

Third Party Rules. Users accessing other services via HSRN must adhere to the rules, guidelines and/or agreements of those services.

Inappropriate Actions. Users shall not use the HSRN to conduct activities that may be harmful to or interfere with the HSRN, WSU's network, or any third party's network(s), system(s), service(s), or Web site(s). HSRN Users are prohibited from violating or attempting to violate the security of the HSRN or the computers, accounts, or networks of another party. Users are also prohibited from any activity considered to be a precursor to attempted security violations, including, but not limited to, any form of malicious scanning, probing, or other testing or information gathering activity. Inappropriate activity may result in civil or criminal liability. WSU will investigate such activity, and may involve and cooperate with law enforcement authorities in prosecuting Users involved in this activity.

Responsibility for Content. WSU and the HSRN take no responsibility for any material created or accessible on or through the HSRN. WSU is not obligated to monitor such material, but reserves the right to do so in accordance with applicable laws, judgments, or other legal processes. In the event that WSU becomes aware of any material that may violate the Agreement and/or expose WSU to civil or criminal liability, WSU reserves the right to block access to such material and/or suspend or terminate the User creating, storing, or disseminating such material.

5.0 Customer information

Name/Title	Telephone
WSU Department/Affiliation	

6.0 Connection information

Purpose/use of the connection
Physical location (building, room, jack ID(s))

7.0 Signatures

WSU Faculty and/or Researcher Name/Title	Signature	Date
Director Networks, Information Services	Signature	Date
Director Finance, Information Services	Signature	Date
Vice President of Information Services & CIO	Signature	Date