



## Terms and conditions for the use of the AIP's IT infrastructure

**Please note – this document is a translation from German and is ment for informational purposes only. The legally binding version is the German version („Nutzungsordnung für die Benutzung der IT-Infrastruktur des AIP“ of 1 March 2020)**

### 1. PURPOSE AND SCOPE

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(1) These terms and conditions of the Leibniz Institute for Astrophysics Potsdam (AIP) contain general rules for the use of IT facilities, equipment and services, hereafter called IT infrastructure. The IT infrastructure includes in particular data processing equipment and communication systems together with associated software and provided interfaces.

(2) The AIP is bound to its institute statute and, as a member of the “Verein zur Förderung eines Deutschen Forschungsnetzes e. V.” (DFN), bound to its statute. In accordance with these statutes, the IT infrastructure may only be used for purposes related to research and education.

(3) The terms and conditions described in the current document apply both to infrastructure components operated by the AIP itself and to IT infrastructure components operated by third parties on behalf of the AIP, irrespective of the location of the IT infrastructure components involved.

(4) The terms and conditions described in the current document apply to all persons using the IT infrastructure of the AIP. The AIP may define supplementary regulations for individual persons, groups of persons or infrastructure components.

### 2. AUTHORIZATION OF USE

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(1) Persons may only use the IT infrastructure of the AIP if they have agreed to these terms and conditions. If this consent is revoked, the authorization of use expires.

(2) If users violate these terms and conditions, other legal regulations or endanger the operational or data security of the AIP's IT infrastructure, the authorization of use may be restricted, withdrawn or cancelled.

(3) The authorization of use is granted for a limited period of time.

### 3. RIGHTS AND OBLIGATIONS OF THE USERS

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(1) Users are entitled to use the IT infrastructure within the scope of these terms and conditions and, if applicable, further regulations for individual persons, groups of persons and infrastructure components.

(2) Actions that endanger the proper functioning of the IT infrastructure must be avoided.

(3) Users must treat their access data, in particular user IDs, passwords and digital keys, confidentially and may only work with the user IDs assigned to them.

(4) Users are obliged to comply with legal and other regulations concerning good scientific practice, data protection, usage rights of software and software licences, ownership of data and copyright. Unlawful or insulting actions are prohibited.

(5) Users are required to report problems in the IT infrastructure, which may compromise the operational safety or data protection, immediately to the AIP's IT security officer.

(6) Hardware made available by the AIP may not be physically changed unless the section making it available has expressly agreed to this.

(7) The users are obliged to protect their data in an appropriate manner against loss, falsification and unauthorized access. In particular, they must ensure that important data is stored on infrastructure components that are regularly backed up by the AIP or by the user himself.

(8) Users should secure and delete their own data from the AIP's systems before the expiry of their access authorisation. Data to which the AIP or third parties are entitled must be handed over to the head of the section or research group in which the user worked before the expiry of the access authorization.

(9) The user agrees to safeguard the AIP against third party claims in connection with the use of the IT infrastructure.

#### 4. RIGHTS AND OBLIGATIONS OF THE AIP

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(1) The AIP provides the IT infrastructure within the scope of its technical and economic capabilities, i.e. without assurances regarding the availability of the infrastructure or the speed and other parameters of information processing. Should personal or personalizable data arise on the IT systems of the AIP in the course of use, the AIP obliges to comply with the relevant legal provisions, in particular the EU's GDPR.

(2) The AIP documents the granted rights of use in a suitable form. The AIP is entitled to store personal data as long as it is necessary to grant access and to document the usage regulations.

(3) The access rights granted expires on the date of expiry of the authorisation to use. The data stored by the user may be archived and/or deleted by the AIP.

(4) The AIP maintains an overview of the IT infrastructure and appoint persons responsible for the operation of the IT infrastructure and its components. These persons can define further regulations for the IT infrastructure or individual components and inform the users about changes.

(5) The AIP is entitled to document ("logging") and evaluate the technical behaviour of infrastructure components for the following purposes, taking into account the applicable data protection regulations:

- for routine work in system administration,
- to find and eliminate problems,
- for resource monitoring and planning,
- for the evaluation of IT security,
- to protect the data against loss and unwarranted access as well as unauthorized modification.

Automated systems for scanning and monitoring data can be used to prevent threats to operational and data security.

(6) In the event of a security breach or if there are reasonable grounds to suspect that the operational or data security of an infrastructure component is threatened, the AIP may restrict or block access to the affected infrastructure components. The persons responsible for the affected components decide whether the suspicious files should be analysed. Affected users are notified immediately.

#### 5. LIABILITY OF THE AIP

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(1) The AIP does not guarantee that the IT infrastructure will function at all times and without errors. The AIP also cannot guarantee that data stored on its infrastructure is complete and free of errors.

(2) In the event of loss of data, the AIP will restore them according to its capabilities, without, however, being able to assume any guarantee for complete and correct restoration.



## 6. COMMENCEMENT

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(1) These Usage Regulations take effect on 1 March 2020.