The Open University Student Computing Policy
Appendix 4: Terms and conditions governing the use of software, tools and content

Introduction

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A ‘computer software package’ includes all disks and manuals, the material contained in or on them, and any other related material that is protected by intellectual property rights. The software may be supplied to you on any suitable medium, such as magnetic disk or tape, optical disk or electronic networked service.

‘Tools’ refers to those on- or off-line mechanisms by which The Open University supplies or otherwise makes available ‘Content’ to you.

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You are granted a non-transferable, non-exclusive licence to use the computer software packages, ‘Tools’ and ‘Content’ on the conditions set out in the list below.

You must not transfer any computer package or the use of it to any other person in any way. Any use, copying or adaptation of the computer packages, ‘Tools’ or ‘Content’ that is not authorised by these conditions may constitute an infringement of intellectual property rights and may be illegal.

Your licence to use the computer software packages, ‘Tools’ and ‘Content’ may be restricted or terminated if you fail to meet any of the conditions listed here, and your continued use may be illegal. Legal action may be taken against you or any other person or body who infringes the intellectual property rights of The Open University or other owner of the rights in the computer software packages, ‘Tools’ or ‘Content’.

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The conditions on which you may use the software packages are:

You may use the computer software packages only for educational purposes to do with an Open University module for which you have registered.

Each computer software package may be used only by you, yourself, and only on a single computer at any one time.

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You are allowed to reproduce the software, both in order to use it and for security purposes, as follows:

a) You may install all or part of the software from an original tape or disk on to the local hard disk (or other permanent storage medium) of a stand-alone computer, keeping the software on its original medium as a back-up.

b) You may install the software from an original tape or disk on to a computer system attached to a networked service, as long as you can guarantee that you alone have access to the software.

c) You may install the software from an original tape or disk on to a computer system that has two or more separable components (such as a portable computer with a desktop home station), as long as you remain the sole user of the software on all the system’s components.

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e) You may make a single back-up copy of the software, whatever its original form, on to a suitable disk, tape or other medium. You may not use the back-up copy unless you need to reinstall the software because your system has failed (and there are no copy-protection or other mechanisms in the software that prevent repeated installation).

f) If the software, or any part of it, cannot or must not be used in any other form than its original, you may make a single copy of the original to use as either a working copy or a back-up copy.

g) Whether you make a single back-up copy or not you may, if you make routine back-up copies of your computer system’s hard disk (or other permanent storage medium) as a whole, include the software in the composite back-up copy.

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All rights not expressly granted to you are retained by the owner of the intellectual property rights in the computer software packages.

‘Tools’ and ‘Content’

The conditions on which you may use the ‘Tools’ and ‘Content’ are:

You may use the ‘Tools’ and ‘Content’ only for educational purposes to do with an Open University module or other facility for which you have registered.
You are responsible for material you create, post or upload using the ‘Tools’ (your ‘Submitted Materials’). By submitting or storing any material you confirm that it is not defamatory, obscene or illegal and does not infringe any third party rights. In addition, you confirm that your ‘Submitted Material’ is your own work or you have permission to use and upload it. You agree that your ‘Submitted Materials’ can be lawfully published off- or on-line and, as far as you are aware, are not the subject of any dispute.

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