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

Introduction

By accepting a place on an Open University module or otherwise using Open University facilities, content or other systems that include computing or involves the use of tools being provided via a computer, such as online learning, you have given a legal undertaking to comply in full with the requirements set out below. These requirements regulate the use of computer software packages, tools and content supplied or otherwise made available to you by The Open University as part of your module material or otherwise.

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.

‘Content’ refers to all proprietary module material, and other content which is owned by The Open University, together with, for example, all information contained within forums, wikis, blogs and podcasts.

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’.

Software packages

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.
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.

d) You may download the software from an electronic networked service provided by The Open University into the permanent storage of a stand-alone computer, on to a computer system attached to a networked service or on to a computer system with two or more separable components, as long as you remain the sole user of the software.

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.

Copying manuals or other documentation, or parts of them, is expressly forbidden. Documentation will not necessarily be printed. It may be on magnetic or optical tape or disk, and you may then print out all or part of it for your own use.

You must not remove any product identification, logo, copyright notice or trademark from a computer software package.

You must not alter, modify or adapt any computer software package in order to translate, decompile or disassemble it, to create derivative works or for any other purpose.

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.

The Open University may monitor ‘Submitted Material’ posted using the ‘Tools’. Please note that despite these checks, The Open University does not promise that information displayed by others will be accurate, up to date or free from inaccuracies.

You acknowledge that The Open University may decide at its sole discretion, not to publish your ‘Submitted Materials’. The Open University may delete or modify your ‘Submitted Materials’ at any time without notice should the material fail to comply with The Open University Student Computing Policy or any other contractual terms to which it is subject.

You agree that The Open University and other users are permitted to copy, reproduce and use your ‘Submitted Materials’ for the purposes of their study, provided always that the work or views are not falsely claimed to be their own. The ‘Submitted Materials’ may be used by The Open University on an irrevocable and perpetual basis and may be incorporated into module material and other content.

In posting material you must adhere to The Open University Student Computing Policy and not do anything which may cause the risk of a virus or involves the posting of inappropriate messages (including information which is outside the scope of the discussion topic or module content or constitutes a chain letter).

The Content contains material which is proprietary to The Open University, and includes logos, trade marks, trade names, photographic and video images, sound recordings, audio tools and website layout. You are not permitted to download or copy these materials except to the extent that they are incorporated into module or programme materials. You must not remove any product identification, logo, copyright notice or trade mark from the ‘Content’.

In the event that any links to other websites appear on its online sites The Open University accepts no responsibility or liability for the content of those websites. You should check the terms and conditions and privacy policy of any other website you visit.

The Open University does not guarantee that use of its systems will be compatible with all hardware and software or that it will be uninterrupted or error or virus free.

The Open University will take steps to review your ‘Submitted Materials’ for publication on any publicly accessible areas of its websites to assess their compliance with the laws of England where The Open University is based and from which its ‘Tools’ are provided. Inclusion of materials submitted does not constitute or imply any endorsement, authorisation or recommendation by The Open University in relation to that material or any of the opinions or other statement made within it. The Open University cannot monitor nor can it enforce compliance with all applicable laws and regulations.