

License Abuse  
RMIT University  
Case History

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# RMIT Security Infrastructure

- **University protected by stringent measures**
  - Firewalls
  - SPAM blockers
  - DOS Blockers
- **Authentication Processes**
  - NDS
  - EZ Proxy

## Setting the Stage 1

- **RMIT provides an increasingly complex and dynamic electronic environment**
- **Use of networked systems creates proliferation of electronic records, data and communications**
- **Up until the end of 2006, the library had its own ITS staff and ITS procedures in place**
- **When students log on to University PCs, a wraparound text box appears asking to agree to rules, regulations, etc....**

## Setting the Stage 2

- **Students logging in remotely DO NOT receive any warnings, wraparounds, or disclosures (unless specified by the vendor or the information appears on the front page of a database)**
- **However, when students enroll at RMIT, they automatically are required to adhere to a set of rules, regulations, and guidelines**
- **The rules governing use are there, but buried!!!**

Search Entire RMIT web site for

## Rules of Use of RMIT Information Technology (IT) Systems

- Access is for university study or work purposes, with an allowance for reasonable personal use outside of work hours as per the RMIT [Electronic Communications Policy](#).
- You must not undertake any anti-social activities, including nuisance e-mail, chain letters, and obscene, harassing, or unwelcome behaviour.
- You are required to advise appropriate RMIT IT staff or supervisors of any security issues or breaches of which you become aware.
- You must not share your account with anyone and must not disclose your password to anyone, including RMIT employees.
- You accept that all actions and usage may be monitored or recorded.
- You must not use University systems to attempt to gain unauthorised access to other systems.
- You must not use IT University resources for commercial purposes without explicit permission.
- You must not send unsolicited e-mail messages to multiple users, unless explicitly approved by the appropriate University authority. RMIT Student Lists may only be used for direct academic purposes and only by authorised staff.
- Access for the following purposes is specifically prohibited:
  - Pornography
  - Unauthorised streaming video, music, internet radio, online games, file-sharing, recreational chat
  - Gambling/Gaming
- RMIT's IT systems and networks are not to be used for any unlawful activities, including violation of copyright, hacking and the deliberate spreading of viruses or malicious code.

### Site Map

- Home
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- » University services
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  - » About ITS
    - » ITS Policies and Procedures
    - » ITS Policies
      - » EMS Resource Allocation Policy
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Violations of these Terms of Use can result in RMIT disciplinary action, dismissal or in extreme cases referral to appropriate authorities.

For further details of RMIT IT policies and the Enterprise Agreement disciplinary provisions, please refer to the [RMIT People and Culture](#) website.

Users can contact the [IT Helpdesk](#) for advice on issues or problems.

## Copyright Guide Part 1

- **We have online documentation that explains Copyright and Fair Use of databases and e-journals, with examples (Proquest, Emerald, IBIS, etc...)**
- **eReserve is the centralised repository for all copyright works digitised and communicated in reliance on Part VB Statutory Licence Scheme of the Copyright Act (1968), within RMIT University**

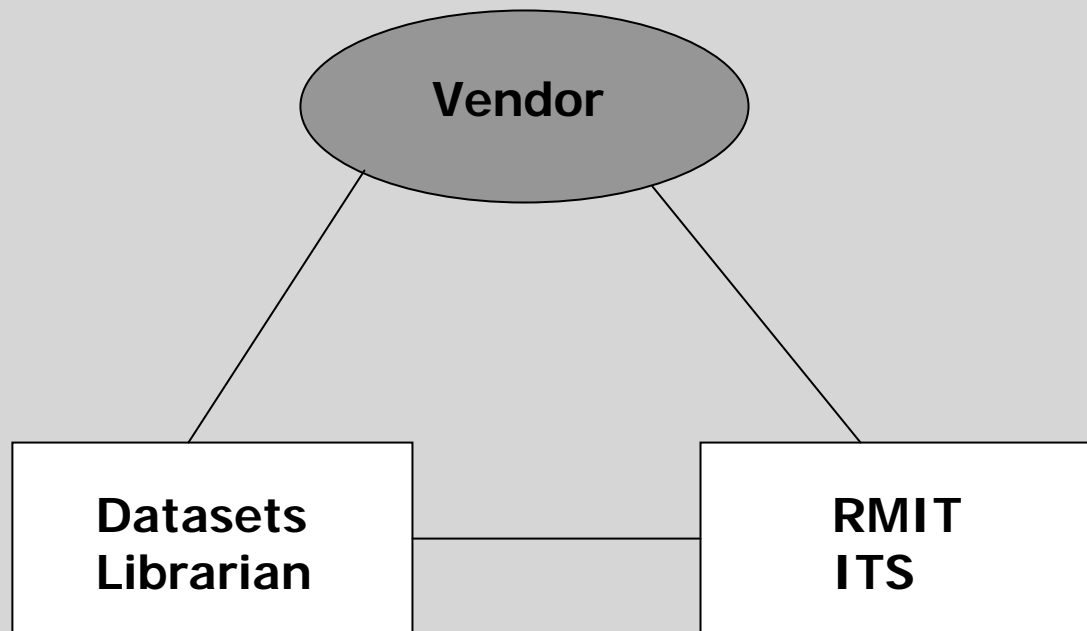
## Copyright Guide Part 2

- **The majority of databases allow for:**
  - articles to be linked to and from within online courseware
  - students to print articles, on a research and study basis.

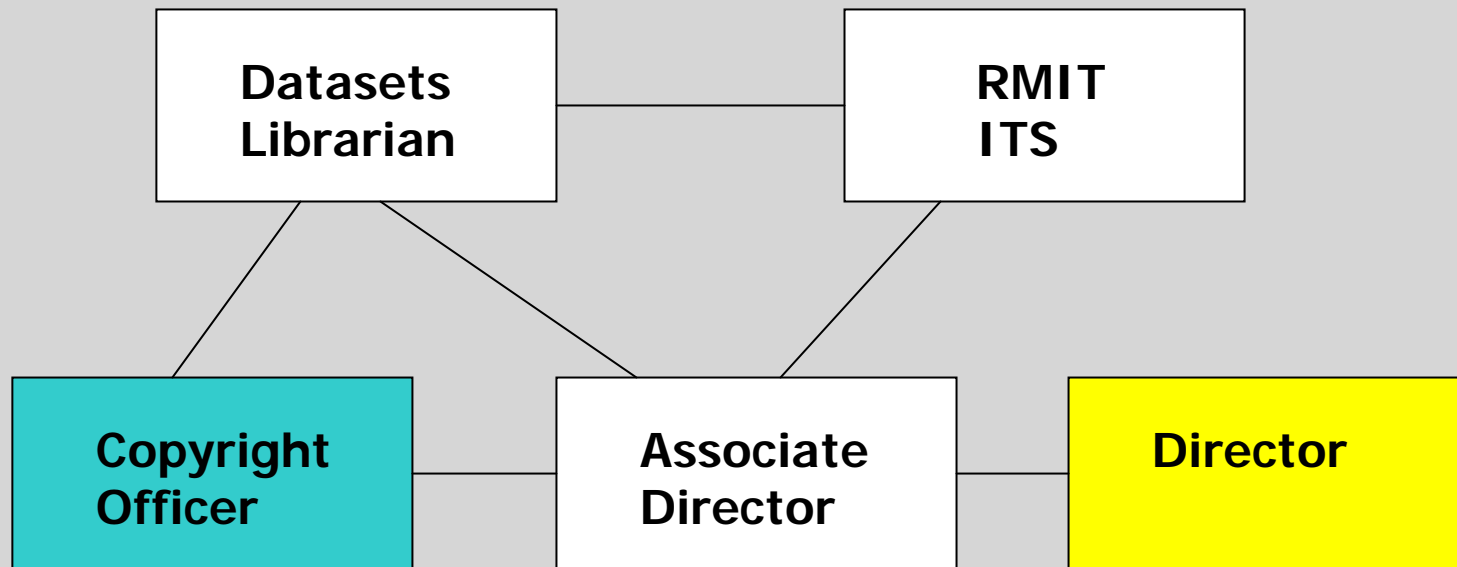
## Copyright Guide Part 3

- **The licenses do not allow for:**
  - articles to be printed in large quantities and distributed to students
  - articles to be downloaded from the database environment and uploaded into online courseware, blog sites or other online environments, either locally or internationally.

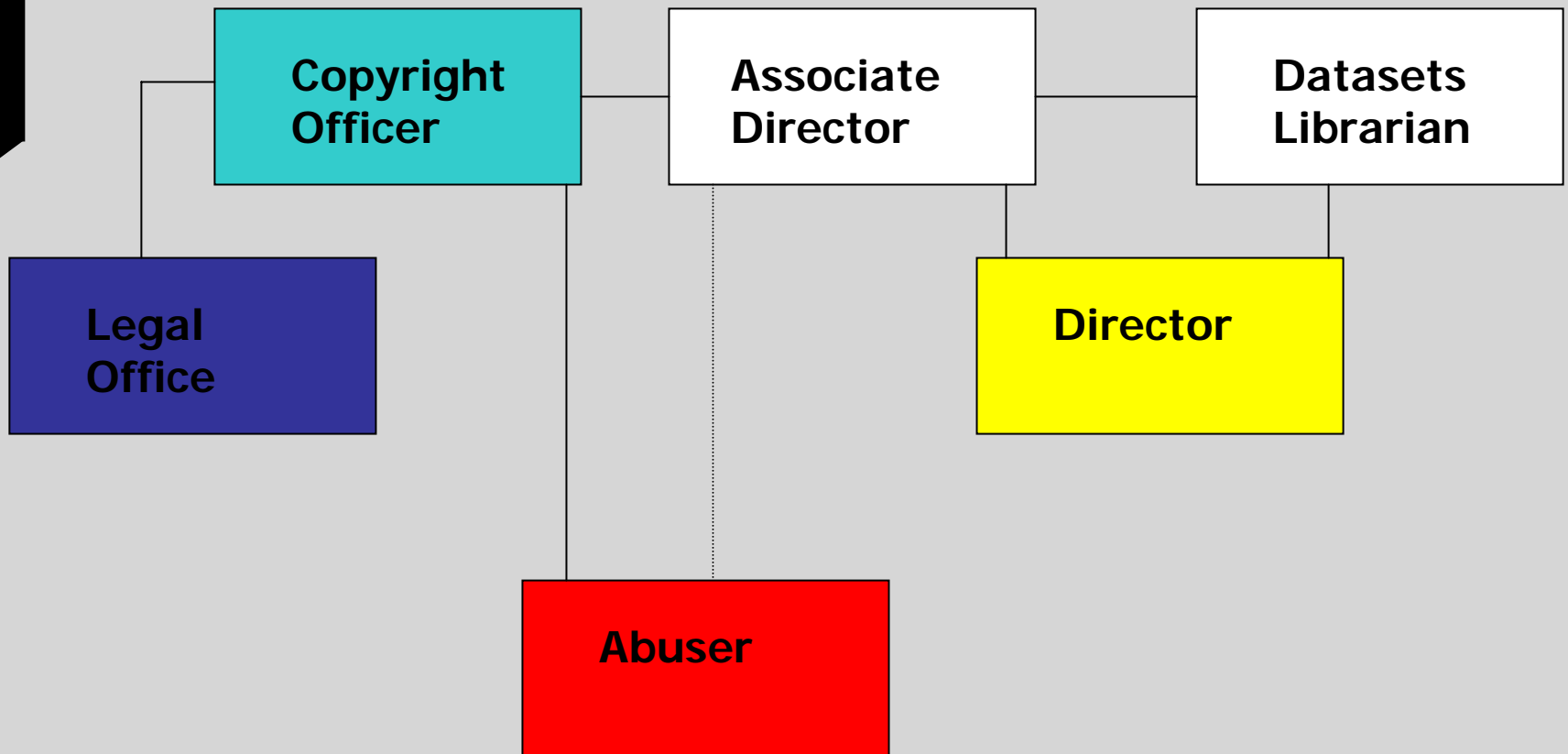
# Notification Part 1



## Notification Part 2



## Notification Part 3



## Case Studies Part 1

- **First Case**

- A student has extracted news articles from two of the RMIT Library's Licensed Databases, and is communicating them via her blog.com site [external site to RMIT]
- Procedure followed as per flowchart above
- All relevant information is presented before



Dear XXXXXX,

**At the request of the copyright owners we request that you immediately remove all articles from your blog that have been extracted from the RMIT Library's Licensed Database. If this does not occur the RMIT Library will be considered in breach of Contracts in place with the Database vendors and loose its subscription to the databases listed below[which as you could image would be a great loss for the RMIT student population], to which RMIT will be required to take disciplinary action against you. The database vendors could also initiate legal proceedings against you.**

The database vendors have requested we revoke your access to the two databases, instead we are hoping that you can remove all of the articles immediately and cease from undertaking from extracting articles in the future. [see below]

Two database vendors:

Factiva:

Proquest:

The database vendors have contacted RMIT in relation to the articles residing on your Blog site: <http://insertbloghere.com/>. The vendors have advised RMIT the communication of these article online via your blog site is a direct breach of the contract that RMIT has in place with the database vendor. Alongside the communication of the articles being a breach of contract, it is also a breach of Copyright Law. I have included following the communication form the database vendors.

The Databases allow you as a student to access and print articles for you research and study purposes, they do not allow you to upload to an external public website the articles.

As a user of Blog.com you should also ensure that you are not in breach of the Blog.com Terms of Service.



## Case Studies Part 2

- **Second Case**

- The vendor cuts off journal access to RMIT but fails to inform RMIT at time of cutoff
- RMIT Library is inundated with calls and emails about lack of access
- RMIT calls the vendor to find out why?

## Second Case

- **Lack of communication**
  - Subscription paid & License agreement signed: RMIT is legally obligated to follow up
  - Normally the vendor ITS/admin representative sends ITS/Library email
  - Call to the vendor reveals access cut off due to excessive downloads
  - Access restored after assurance that RMIT will pursue and deal with the matter.

## Resolution of Second Case

- **Mystery Unfolds**

- RMIT ITS capable of tracking abuse and provide logs and proof
- RMIT Library has procedures in place to deal with these situations
- The issue was handled and resolved within 24 hours

# Mystery Is History!

- **Why?**
  - Did the vendor need to cut off access to all of RMIT?
- **Alternatives**
  - A simple call would've revealed the source and RMIT could deal with it from there.
  - We have developed network technologies and policies in place

## Conclusion

- **The following policy/guideline is outdated: it's not necessary for a vendor to react first, explain later!**
- **Ensure there is good communication between vendor & University**
- **And good communication between vendor ITS and University ITS**
- **Must trust RMIT's ability to handle copyright violations as per license agreement**

Questions?

