



Regulations for Use

of IT Facilities at the MPI for Meteorology

Preamble

The following Regulations for Use are intended to ensure the smooth and orderly operation of the IT facilities at the MPI for Meteorology (hereinafter referred to as “MPI-M”). All users of the IT facilities must comply with these Regulations for Use. The user authorisation comprises the obligation to refrain from any action which might harm the IT facilities and/or from misusing them for unlawful purposes. The full and absolute control over all parts of the IT facilities remains with the MPI-M. Private use of these facilities is explicitly tolerated, provided it does not interfere with IT operations.

1. Scope

- (1) All users of the IT facilities must equally comply with these Regulations for Use, irrespective of the nature of their legal relationship with the MPI-M.
- (2) These Regulations for Use contain general rules for the use of IT facilities. IT facilities include data processing equipment, communication systems and other facilities for computer-aided data processing, along with the attendant software and the data provided by the MPI-M.
- (3) The terms of these Regulations for Use also cover, if applicable, the use of privately owned computer equipment at the institute as well as the operation of MPG-M-owned computing equipment outside of the institute.
- (4) Via other institutions (DKRZ, RRZ-Uni-HH, amongst others), users have access to additional resources, which are subject to the Regulations for Use of the respective institutions.

2. User Authorisation

- (1) Users have the right to use the IT facilities under the terms of the user authorisation granted to them in accordance with these Regulations for Use.
- (2) The user authorisation for the IT facilities will be granted by the IT department “Central IT Services” (hereinafter referred to as “CIS”) of the MPI-M upon application by the respective supervisor, i.e. the group or project manager, the master user, the head of department or the director.
- (3) The user authorisation will normally expire upon the termination of the legal relationship with the MPI-M. The user authorisation for guests, visitors and external users will expire after one year at the latest and may be extended upon application by the supervisor.
- (4) Once the user authorisation has expired, access to the user account will be denied. Upon written application by the supervisor an extension of access may be granted. See also paragraph 4.8.
- (5) The user authorisation may be granted for a limited period of time or restricted to a specific purpose.
- (6) If there is any factual and documentable evidence that a user breaches any of these terms or conditions, their user authorisation may be permanently withdrawn or temporarily suspended, or subsequently restricted. The relevant decision will be made by the Managing Director. The user



affected shall be given the opportunity to state their own position prior to the withdrawal of the user authorisation, provided the ultimate purpose will not be jeopardised as a result. The works council shall be informed about the proposition without any delay.

3. User Obligations

(1) Users shall refrain from any unlawful usage. Furthermore, they shall refrain from any user conduct that may be detrimental to the MPI-M or the MPG or might harm the reputation or interests of the MPI-M or the MPG.

(2) In particular, users are obliged

1. to comply with the provisions set forth in the Regulations for Use and to adhere to the restrictions of the user authorisation;
2. to refrain from any action that is detrimental to the smooth and orderly operation of the IT facilities;
3. to treat all parts of the IT facilities with due care;
4. to work exclusively with their own user authentication;
5. to observe the MPG¹ rules for the use of passwords, in particular the rule never to disclose personal passwords to any colleagues or outsiders;
6. to log off or block access to the IT system, when they are not using their computers;
7. to refrain from making MPG-M-owned hardware and/or commercial software available to any third party for their use, unless agreed otherwise;
8. to comply with the statutory/contractual regulations for the protection of third-party rights, when using software, documentation and data;
9. to read their emails on a regular basis, in particular official messages from the MPI-M;
10. to refrain from any attempts to rectify failures, damages and errors of the IT facilities single-handedly, but to report the same to CIS without delay;
11. to refrain, without the express consent of CIS, from interfering with the hardware installation and/or from changing the configuration of the operating systems, system files, system-related user files or the network;
12. to return to the MPI-M, prior to termination of the user authorisation, all hardware, software and licences as well as data, programmes and any documentation provided to them by the MPI-M or to which the MPI-M has a contractual or legal claim, in an appropriate form. Unless expressly agreed otherwise, the user shall not be permitted to retain copies of data or programmes following termination of the user authorisation;
13. to hand over any work results to their supervisor and/or project manager, prior to termination of the user authorisation;

¹ MPG Password Policy: <https://dsb.mpg.de/Passwort/>



14. to delete any private files, amongst others browser history and emails, prior to termination of the user authorisation. All data, which are still connected to the user authentication following termination of user authorisation, will be treated by MPI-M as work-related data.

4. Rights and Obligations of CIS

- (1) In accordance with the legal provisions, CIS are obliged to safeguard telecommunications and data secrecy.
- (2) CIS shall document the user authorisations granted.
- (3) CIS shall, according to the rules laid down below, be authorised to document and evaluate the usage of the IT facilities by individual users, however only insofar as this is necessary
 1. to ensure smooth and orderly system operation or
 2. for resource planning and system administration or
 3. to protect the personal data of other users or
 4. for accounting purposes or
 5. for the detection and elimination of any faults.
- (4) CIS shall be authorised to adopt regular measures to review the security of user data and passwords and take the necessary protective measures in order to safeguard the IT facilities and user data against unauthorised third-party access. Should usage-related protective measures become necessary, the user must be promptly notified thereof.
- (5) CIS may temporarily restrict the use of the resources or block individual user identifications, as far as this is required for troubleshooting, reasons of system administration and security or for the protection of user data. Wherever possible, the users affected are to be notified of any such measures in advance.
- (6) Subject to the conditions outlined in paragraph 2.6, CIS shall be authorised, with the involvement of the works council, to inspect user data, insofar as this is required to correct any current faults. The inspection procedure shall be carried out by applying *mutatis mutandis* the “Gesamtbetriebsvereinbarung über die Auswertung und Nutzung von Beschäftigtendaten bei Fehlverhalten” (*Collective labour agreement on the evaluation and use of employee data in case of misconduct*).
- (7) Independent of any violation of the Regulations for Use, CIS may, in order to correct critical faults and ensure smooth and orderly operation, preclude access to the data network for MPG-M-owned or privately owned computer equipment of individual users.
- (8) Upon termination of the user authorisation, CIS shall be authorised to deactivate and delete all user data and programmes, provided that these will be of no further use to the institute. In case of any further use, CIS shall be authorised to transfer all data and programmes specified by the supervisor to any other account.
- (9) Following termination of the user authorisation, CIS shall be authorised to block access to the user’s email account. Incoming emails shall upon application be forwarded to an email address specified by the user for the duration of three months following the termination of the user authorisation. If the user fails to specify any address or if emails cannot be forwarded to the address specified over a period of 10 days, incoming emails shall no longer be forwarded but shall be rejected.



5. User Liability

(1) The liability obligations for users who are in the employ of the MPG are subject to the liability regulations agreed by contract of employment or to the general liability principles under labour law. MPI-M scholarship holders have equivalent legal status to MPG employees in this respect. Paragraphs 2 to 4 below shall apply to all other users.

(2) Users are liable for all damage and disadvantages arising for the MPG through improper or unlawful use of the IT facilities or owing to the users' culpable infringement of their obligations under these Regulations for Use.

(3) Users are liable for damage arising from third-party use in connection with the privileges of access and use granted to them, if they are accountable for such third-party use.

(4) Users shall indemnify the MPG from all claims asserted by third parties arising from the users' culpable infringement of their obligations under these Regulations of Use.

6. Guarantee and Liability of the MPI-M

(1) The MPI-M provides no guarantee that the IT facilities will operate faultlessly at all times. Neither a possible loss of data due to system failures, nor the acquisition of data through unauthorised third-party access can be ruled out.

(2) The MPI-M shall assume no responsibility for the accuracy of the programmes provided. The MPI-M shall not be liable for the contents, in particular for the accuracy, completeness and up-to-dateness, of the information to which it merely provides user access.

(3) In all other respects, the MPI-M shall be liable only for gross negligence or intent.

7. Reference to other Regulations and Agreements

Wherever terms of these Regulations for Use refer to other regulations and agreements, the latter are to be applied in their respective current versions.