
General guidelines for use of information-processing systems of the Deutsches Klimarechenzentrum

Preamble

The Deutsches Klimarechenzentrum (DKRZ) provides IT-infrastructure consisting of processing systems (computers), data storage systems, communication systems (networks) and other aids to information processing. The IT-infrastructure is integrated into the German Scientific Network (WiN) and therefore part of the worldwide web.

The repealed directives regulate the conditions under which the service offer can be used.

Guidelines for use

- follow the statute of the DKRZ,
- establish the basic rules for the proper operation of the IT- infrastructure,
- advise and protect the rights of third parties,
- obligate the user to ethical conduct and economic use of the offered resources,
- inform about the operator`s eventual action in case of violations against the guidelines of use.

Annotation

The English version of the general guidelines for use is for information purpose only. Please refer to the compulsory German version "Allgemeine Benutzungsrichtlinien für Informationsverarbeitungssysteme der Deutsches Klimarechenzentrum GmbH" in case of any ambiguity.

§1 Scope

The general guidelines for use are applicable to

1. the IT-infrastructure provided by the DKRZ, consisting of processing systems (computers), data storage systems and communication systems (networks) – summarised under the term HLRE (Hochleistungsrechner für Erdsystemforschung), and
2. IT-infrastructure and IT-services that aids information processing and collaboration between users.

§2 User group and tasks

1. The tasks of the DKRZ are defined in its statute. These tasks are essentially the operation of the IT-resources referred to in §1 for basic and applied research purposes in climatology and closely related disciplines.
2. The IT-resources referred to in §1 are available for

- a) Employees of the shareholders to perform their duties,
 - b) Scientists for research tasks in the field of earth system research.
3. The resources referred to in §1.1 are intended for projects represented by people defined in §2.2 (project manager), legitimised by their home organization.
 4. The assignment of resources to individual projects is made by mutual agreement by the board members of the DKRZ and a Scientific Steering Committee.
 5. The resources referred to in §1.2 – which only provide services to foster the collaboration between scientists in the field of earth system research - are intended to a broader range of users other than depicted in §2.2. For this purpose, however, the clear reference to a responsible person from the group of persons named in §2.2 must be documented ("sponsor" or personal projects).

§3 Formal authorisation

1. Everyone, who wants to make use of the IT-resources referred to in §1 needs a formal authorisation by the DKRZ.
2. System operator is the DKRZ. DKRZ assigns the formal user authorization in the form of a user ID (account).
3. The application for formal authorisation should include not less than the following information:
 - Systems, which the formal authorisation is applied for;
 - Applicant: name, address, email, phone number and membership of an organizational unit (Institute),
 - Information concerning the purpose of use, especially specification of the project according to §2.3, which the formal authorisation is needed for,
 - User`s acknowledgement of the guidelines for use,
 - Nationality and country of residence.
4. The decision concerning the request will be made by the DKRZ. The granting of the formal authorisation by the DKRZ can depend on the verification of skills concerning the use of the system.
5. The authorisation of use may be rejected. The project manager responsible for the applicant will be notified about the rejection indicating the reasons therefore.
6. The formal authorisation entitles the applicant only to activities linked to the use applied for and can be limited in time.
7. The formal authorisation expires when
 - a. this is requested by the project manager(s)
 - b. the time limit expires

§4 Duties of the user

1. The IT resources according to §1 may only be used for the purpose stated in §2. Any other use, especially for commercial purposes, can only be granted on application if this is permitted by the statute of the DKRZ.

2. The user is obliged to use the resources available (CPU-capacity, mass disc space, network capacity, peripherals and expendable items) in a responsible and economically reasonable way.

The user is obliged, when predictable, to refrain from interfering with the operations in progress and, to their best knowledge and judgement, to avoid everything that could cause damage to the IT-infrastructure or other users. Contraventions can cause claims for compensation.

3. The user has to refrain from any inappropriate use of the IT-infrastructure. The user is particularly obliged to
 - a. exclusively work with User ID which have been permitted to the user
 - b. protect the access to IT- resources by a password that has to be kept secret or an equivalent method. Third parties may not be granted access to the system by use of the User ID.
 - c. take precautions, so unauthorized third parties cannot access the IT-resources, even if unintentional; make particularly sure to not forget to log out

Special case of *shared accounts*: In deviation from the exclusive use of a user ID by an individual person, a user ID may also be used by several persons in justified exceptional cases. DKRZ decides on the allocation of such user IDs. The group of users for shared use must be documented, communicated to the system operator, and restricted by technical precautions (e.g., exclusive use of ssh keys).

The user bears full responsibility for every action performed by use of the User ID, even if these actions should be performed by third parties when they were enabled to do so as a result of serious negligence.

4. The user is fully responsible for all actions performed under the user ID provided, even if these actions are performed by third parties to whom access was granted intentionally (see shared accounts) or through gross negligence.

The user is furthermore obligated to

- a. comply with the legal regulations (copyright protection) when using software (sources, objects), documentation and other data,
- b. inform himself about the conditions under which the software, documentation or data, partly acquired within the framework of license agreements, are made available and to observe these conditions.

Contraventions can cause claims for compensation (§7).

5. The IT-infrastructure may only be used according to the law, of course. It should be stated explicitly, that the following actions will be subjected to legal prosecution in particular:
 - a. Spying out pass words and other data (§202 a StGB),
 - b. Unauthorized modification, deletion, suppression and disablement of data (§303 b StGB),
 - c. Computer sabotage (§303 b StGB) and computer fraud (263 a StGB),
 - d. Distribution of propaganda of unconstitutional organisations (§86 StGB) or racist ideas (§131 StGB),
 - e. The distribution of certain forms of pornography online (§184 sec.3 StGB),

- f. Retrieval or possession of documents containing child pornography (§184 sec.5 StGB)
- g. Torts of honour, like offence or libel (§185 ff StGb)

The system operator reserves the right to instantly block the user ID, delete the files and to take legal and civil action.

6. Scientific results gained through the use of high performance computers may be liable to the European export control regulations. The user has to make sure that his/her work (or the work in the project that he/she is responsible for) is not liable to any EC Dual Use Regulation as given in COUNCIL REGULATION (EC) No 428/2009 of 5 May 2009 including its annex. In particular:
 - a. The results achieved within the project(s) are not comprised in the Annex I of the Regulations (EC) No 428/2009 or in Part I of the Export Control List,
 - b. The results are not related to any activities described in article 4 paragraph 1 of the Regulation (EC) No 428/2009,
 - c. The results obtained are not intended for the military use referred to in Article 4 §2 of Regulation (EC) No 428/2009, if nationals of a country subject to an arms embargo are to be included in a project. This must be checked by the respective project management before the user is accepted.
 - d. The results do not violate any of the embargo regulations.
7. Without consent of the system operator, it is prohibited for the user to
 - a. modify the hardware installation,
 - b. modify the configuration of the operating system or the network,
 - c. modify the system wide configuration of preinstalled software.
8. The user is obliged to discuss and agree upon any processing of personal data with the operator before commencing such work. Obligations, that are a result of the terms of data protection, remain unaffected.
9. It is prohibited for the user to take note of and/or utilize messages that are affected to other users without their consent.
10. The user is obliged to,
 - a. observe the guidelines for use provided by the system operator,
 - b. when communicating with computers and networks of other operators, to comply with their usage and access guidelines,
 - c. notify the system operator as soon as possible of any change in contact details.
11. The user is asked to immediately report detected problems during computer operations to the user-support of DKRZ.

§5 Tasks, rights and obligations of the operator

1. The system operator documents every given user authorisation. The records must be kept for at least two years after expiry.
2. The system operator provides an itemised, monthly bill for the user stating the consumption of resources, as far as this is supported by the used IT-resources.

3. The system operator contributes to the prevention and detection of misuse in an appropriate way.
4. The system operator announces the contacts for the support of their users.
5. The system operator is obliged to respect the guidelines for access and use of other operators when data processing.
6. The system operator secures all data, as far as possible. No Guarantee by the operator (see §6).
7. User`s personal data will be kept for at least 6 months after expiry of authorisation – this holds true only for data in connection to the resources referred to in §1. This does not affect data generated within a project according to §2.3 and managed by the responsible project manager.
8. The DKRZ notifies the project manager about deletion of data that were generated within a project, at least three months in advance.
9. The system operator is entitled to check the efficient and proper use of its systems by measuring the performance of user codes.
10. The system operator is entitled to prevent improper use of IT resources and, if necessary, to block user IDs from access.

§6 Liability of the system operator/disclaimer

1. The system operator does not guarantee that the functions of the system will meet the special needs of the user, nor that the system will run without errors or without interruptions. The system operator cannot guarantee the intactness (e.g. destruction, manipulation) and confidentiality of the stored data incl. Personal data.
2. The system operator shall not be liable for damages of any kind, that are suffered by the user due to the use of IT- resources acc. to §1; deliberate or grossly negligent behaviour, caused by the system operator or people who fulfil their tasks instructed by the operator, is excluded.

§7 Consequences of inappropriate or illegal use

1. The authorisation can be restricted, all or part of can be withdrawn by the system operator for violation of the law or violation of the rules of the guidelines for use, particularly with regard to §4 (Duties of the user). With regard to this it is immaterial whether or not the violation has caused substantial damage.
2. Users can be permanently excluded from the use of all IT-resources for serious or repeated violations according to §1.
3. Violations of the law or violations of the rules of the guidelines for use are investigated to determine their relevance under criminal law and to determine compensation claims.

§8 Other regulations

1. A fee for the usage of IT-resources can be charged by separate arrangement in consultation with the general meeting of the DKRZ.
2. If needed, supplementary or divergent utilisation arrangements can be made for specific systems.

3. The general meeting of the DKRZ decides about complaints of users, as long as these are not subject to the regulatory authority of the management or cannot be handled by the Scientific Steering Committee.
4. Place of jurisdiction for all legal claims arising from the relation of usage is Hamburg.

§9 Severability clause

Should individual provisions contained in the guidelines for use all or part of become ineffective or impracticable or become ineffective and impracticable as a result of changes in legislation after the approval of the guidelines for use, all other provisions and the effectivity of the guidelines for use remain altogether unaffected.

The ineffective and impracticable provision shall be replaced by the effective and practicable provision that is as close as possible to the purpose of the void provision.

Should the guidelines for use prove to be incomplete, it is considered as agreed upon the provisions, that correspond to the purpose of the guidelines for use, and would have been agreed upon in case of being awarded.

§10 Coming into force

These guidelines for use were adopted by the shareholders' meeting and by the management of the DKRZ on June 21st 2021 and were implemented beginning with August 1st 2021.