

# Directive on the Use of Private Computer Equipment for Professional Purposes

LEX 6.1.3

1 June 2019

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*The Direction of the École polytechnique fédérale de Lausanne,*

based on the [Federal Act on the Federal Institutes of Technology \(ETH Act\)](#);

based on Article 3, para. 1, letter a, of the [Ordonnance du Conseil des EPF sur les écoles polytechniques fédérales de Zurich et de Lausanne \(Ordonnance sur l'EPFZ et l'EPFL\)](#);

based on the [Ordonnance on the organisation of the Ecole polytechnique fédérale de Lausanne](#), particularly Article 4;

based on the [Loi fédérale du 24 mars 2000 sur le personnel de la confédération \(LPers\)](#);

based on the [Ordonnance du Conseil des EPF sur le personnel du domaine des écoles polytechniques fédérales \(OPers-EPF\)](#);

based on the [Ordonnance for the Use of Software subject to a license agreement \(LEX 6.1.5\)](#);

based on the [Règlement disciplinaire du 15 décembre 2008 concernant les étudiants de l'École polytechnique fédérale de Lausanne](#);

based on the [Information System Security Policy \(LEX 6.5.1\)](#);

based on the [Directive on the Use of EPFL Electronic Infrastructure \(LEX 6.1.4\)](#);

based on the [EPFL Directive on Mobile Telephony \(LEX 7.3.1\)](#),

*hereby adopts the following:*

## Article 1 Objective

The aim of the present directive is to ensure that all Employees' use of Private Computer Equipment for Professional Purposes is compliant with the applicable legal framework, does not prevent EPFL from carrying out its missions and does not leave EPFL open to liability. This directive also aims to prevent possible abuse.

## Article 2 Definitions

Within the sense of the present directive, the terms below are defined as follows:

1. **Electronic Infrastructure:** all equipment, stationary or mobile, which can record or transmit data, including personal data, namely computers, network components, software, data carriers, telephone devices, printers, scanners, photocopiers, monitoring systems attached to installations at the entrance and inside premises, and geolocalisation systems.
2. **Private Computer Equipment:** all equipment and software necessary for computing activity (for example, smartphones, desktop or laptop computers, tablets, storage products including external systems like clouds) belonging to or rented by the Employee in the sense of Article 3 of the present directive, or provided to an Employee by a third party.
3. **Use/Used for Professional Purposes:** any use in the interest of EPFL or within the framework of the relationship with EPFL.
4. **Employees:** all persons related to EPFL in the sense of Article 13 paragraph 1 of the ETH Act (teaching staff, assistants, scientific staff, doctoral students, administrative staff and technical staff).

5. **Claims from third parties:** affirmations from legal or physical persons other than EPFL or the concerned employee, act to demand compensation for a damage (software use without any right, film copy without any right, etc.) caused by an employee.

### **Article 3 Scope of application**

The present directive is applicable to all Use of Private Computer Equipment for Professional Purposes by Employees, including in relation to the Electronic Infrastructure of EPFL, whether remotely or on campus.

### **Article 4 Use of Private Computer Equipment for Professional Purposes**

<sup>1</sup> EPFL provides all equipment necessary for the work of its Employees.

<sup>2</sup> EPFL tolerates the Use of Private Computer Equipment for Professional Purposes provided that the legal, regulatory and contractual conditions to which Employees are subject are respected, particularly regarding the observance of official secrecy, data protection and the terms of use for software, subject to the provisions of Article 13 para 2 point 3 of the present directive.

<sup>3</sup> The use of Private Computer Equipment gives the right to neither compensation nor repair or support from EPFL services, including in the case of damage, for example. Expenses such as those relating to the purchase, replacement or updating of components or software for Private Computer Equipment shall be assumed by the Employee.

### **Article 5 Terms of use**

<sup>1</sup> Private storage products containing professional data subject to official secrecy or personal data in the sense of the Federal Act on Data Protection (FADP) or the General Data Protection Regulation (GDPR) must be encrypted and the encryption key must be safely protected. The equipment in question must be protected by a password or a PIN code in accordance with the highest security standards. The Employee must notably ensure that his/her professional data and his/her EPFL Electronic Infrastructure access information are not accessible to others.

<sup>2</sup> The Employee shall take all measures necessary to ensure the protection of professional data and his/her user identification information, including in the case of equipment repairs, the loaning of equipment to a third party or the international transfer of personal data.

<sup>3</sup> Before installing software provided by EPFL, the Employee shall ensure that the licence agreement for the software in question authorises its installation on Private Computer Equipment. LEX 6.1.5 applies. EPFL reserves the right to require the referencing of the Private Computer Equipment as well as the prior installation of an agent permitting the management of this software.

<sup>4</sup> For all software not provided by EPFL and Used for Professional Purposes, the Employee shall ensure that the licence agreement permits Use for Professional Purposes and that the software does not present a risk for the Electronic Infrastructure of EPFL.

<sup>5</sup> The Employee shall notify the DSPS and the VPSI Service Desk without undue delay of any theft or loss of Private Computer Equipment Used for Professional Purposes, indicating namely the item of equipment and all of the data concerned with regards to professional use. The Employee shall immediately take all necessary measures for remotely erasing these data and his/her user information.

### **Article 6 Marking and recording professional data**

<sup>1</sup> Employees shall mark any professional data stored on their Private Computer Equipment through the tools available to them (clear labelling of the files in the storage product as professional, for example).

<sup>2</sup> The Employee is bound to create regular and complete copies of the professional data that he/she handles on his/her Private Computer Equipment. These copies must be stored within EPFL's Electronic Infrastructure and made available to the Head(s) of Unit(s) to which the

Employee is attached. A copy is not necessary if the original data are stored in the Electronic Infrastructure of EPFL and have not been modified by the Employee.

<sup>3</sup>The Head of Unit concerned shall determine and communicate to the Employee the necessary frequency of copies, their location, the format of the data and any methods of encryption required.

## **Article 7 Employee liability and compensation**

<sup>1</sup> Private Computer Equipment is used at the Employee's own risk.

<sup>2</sup> EPFL accepts no liability in the event of damages caused to the Employee, EPFL or a third party as a result of the use of Private Computer Equipment, namely in the event of the full or partial loss of data linked to the transmission of malicious software (malware), in the event of programming errors which render the Employee's Private Computer Equipment inoperative, or in the event of the breach of legal, regulatory or contractual standards.

<sup>3</sup> The Employee has sole liability and shall provide full compensation to EPFL for all claims from third parties in relation to the use of his/her Private Computer Equipment.

<sup>4</sup> The Employee is responsible for ensuring the protection of confidentiality, the availability and the integrity of the professional data he/she handles on his/her Private Computer Equipment, as well as all access carried out using his/her access rights from his/her Private Computer Equipment to EPFL's Electronic Infrastructure, including externalised resources like clouds.

## **Article 8 Security of EPFL's Electronic Infrastructure**

<sup>1</sup> With regards to EPFL's Electronic Infrastructure, the VPSI may enforce additional security measures or restrict or prohibit access without prior notice for certain equipment for which the level of security is deemed insufficient.

<sup>2</sup> The VPSI may enforce additional security measures for accessing certain resources included in EPFL's Electronic Infrastructure.

<sup>3</sup> The Directive on the Use of EPFL electronic infrastructure (LEX 6.1.4) applies to Private Computer Equipment Used for Professional Purposes.

## **Article 9 Inventory**

Private Computer Equipment belonging to Employees may not be entered in the EPFL inventory.

## **Article 10 Ending the Use of Private Computer Equipment for Professional Purposes**

<sup>1</sup> An Employee may stop using their Private Computer Equipment at any time. However, the Employee may be considered liable for any damage caused to EPFL as a result of this decision, for example, should the decision be taken during an impractical period.

<sup>2</sup> After having transferred all professional data stored on his/her Private Computer Equipment to the EPFL Electronic Infrastructure, the Employee shall permanently and definitively erase the aforementioned data, as well as all software provided by EPFL and any possibilities of accessing EPFL's Electronic Infrastructure from the Private Computer Equipment, including all external resources like clouds.

<sup>3</sup> The precautionary measures specified above must also be taken if Private Computer Equipment is changed or reaches the end of its service life.

## **Article 11 Departure from EPFL**

<sup>1</sup> If an Employee should leave EPFL, he/she shall transfer all of his/her professional data to the Head(s) of Unit(s) to which he/she is attached on the day of departure at the latest, provided that no legal, regulatory or contractual provision should prevent such an action. Following confirmation of reception from the Head(s) of Unit(s), the Employee shall permanently and definitively erase

all professional data stored on his/her Private Computer Equipment, as well as all software provided by EPFL and any possibilities of accessing EPFL's Electronic Infrastructure, including external resources like clouds. He/She shall confirm that the data have been erased in writing to the Head(s) of Unit(s).

<sup>2</sup> For teaching staff, assistants, scientific staff and doctoral students in the sense of Article 13 para. 1 let. A of the ETH Act, the Head(s) of Unit(s) may authorise the Employee leaving EPFL to keep professional data relating to his/her research stored on his/her Private Computer Equipment provided that no legal, regulatory or contractual provision should prevent such an action and provided that no personal data is included (other than the Employee's own personal data).

## **Article 12 Additional regulations**

To the extent of his/her competencies, the Head of Unit may lay down additional regulations. In case of discrepancy, the order of primacy is as follows:

1. The present directive;
2. Instructions from IT Security (VPSI);
3. Additional regulations.

## **Article 13 Competencies and responsibilities of the Head of Unit**

<sup>1</sup> The Head of Unit is responsible for ensuring that the present directive is respected by the Employees of his/her Unit.

<sup>2</sup> The Head of Unit:

1. Takes the measures defined in Article 6, para. 3 of the present directive;
2. Issues any additional regulations in the sense of Article 12 of the present directive; and
3. May refuse the Use of Private Computer Equipment for Professional Purposes within his/her Unit.

## **Article 14 Competencies of the VPSI**

The VPSI has the power to enforce security measures and to restrict access to the Electronic Infrastructure as described in Article 8 of the present directive.

## **Article 15 Appeal**

<sup>1</sup> Decisions taken by the Head of Unit and IT Security (VPSI) are subject to appeal before the EPFL Direction.

<sup>2</sup> The right to appeal decisions of the EPFL Direction is governed by Article 37 of the ETH Act (ETH Appeals Commission). IT Security (VPSI) has a right of appeal against rulings given further to appeals brought against decisions given in the first instance.

## **Article 16 Abrogation to the existing directive and entry into force**

<sup>1</sup> The present directive enters into force on 1<sup>st</sup> June 2019.

<sup>2</sup> The present directive abrogates and replaces the directive of 1<sup>st</sup> March 2012 concerning the professional use of private computers on the EPFL campus (LEX 6.1.3).

On behalf of the EPFL Direction:

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Susan Killias