

# University of South Wales | Prifysgol De Cymru

## Disposal of Confidential Waste & ICT Equipment Policies and Procedures

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### Version History

Version	Date	Author	Version Description
1	6/12/12	ARD	Create draft compilation
1.1	10/12/12	ARD	Create draft compilation
1.2	08/03/13	ORD	Create draft compilation
1.2	12/3/13	ARD	Create draft compilation
1.3	10/6/13	PFM/AD	Final version
1.4	09/09/13	AD	Modified to reference the sale of second hand equipment.
1.5	19/09/13	AD	Approved at DISAG Meeting
1.6	14/11/13	PFM	Modified to include process for requesting support and BOS
2.0	11/08/15	JR	New version following the appointment of a new ICT Asset Retirement Specialist.

## Background

The British Standard (ISO27002) and Universities and Colleges Information Systems Association (UCISA) state that controls are necessary to ensure legal compliance when disposing of storage media:

- 9.2.6 Secure disposal or re-use of equipment: All items of equipment containing storage media should be checked to ensure that any sensitive data and licensed software has been removed or securely overwritten prior to disposal.
- 10.7.2 Disposal of media: Media should be disposed of securely and safely when no longer required, using formal procedures.

**This document contains the following:**

### Policies

- [Disposal of ICT Equipment Policy](#)
- [Disposal of Confidential Material Policy](#)

### Procedures

- [Procedure for the Disposal of ICT Equipment](#)
- [Procedure for the Redeployment of Surplus ICT Equipment](#)
- [Procedure for the Sale of Surplus ICT Equipment](#)

## Glossary

BST	Business Support Team (IT Services)
CDL	Computer Disposals Limited
ISO	International Standards Office
UCISA	Universities and Colleges Information Systems Association
ADISA	Asset Disposal & Information Security Alliance
WEEE	Waste Electrical and Electronic Equipment
DIPCOG	The Defence Infosec Product Co-Operation Group (UK)
ICER	Industry Council for Electronic Equipment Recycling
OEM	Original Equipment Manufacturers
POB	Point of Business - Service Desk Management
DBAN	Darik's Boot and Nuke - Data Wiping Software

## **Introduction**

The University of South Wales has a legal obligation to ensure that all disposal of electrical goods and personal confidential or sensitive data is managed appropriately and legally.

The University's ICT Equipment Disposal Policy is applicable to the IT equipment, licensed software and all digital storage media. It covers the safe disposal of confidential data and the electrical goods (see Appendix 2).

Storage media is defined as the physical device used to store data and would include, but not limited to, hard drives, printers, floppy discs, servers, CD ROM's, tapes, external hard drives, USB flash drives.

The disposal of confidential material policy makes provision for other forms of media holding confidential material, e.g. paper

## **Policy Overview**

When disposing of University equipment containing storage media, all personal or confidential information must be irretrievably deleted and licensed software removed.

All personal data or confidential data should be destroyed by the appropriate method for that particular medium. All non-personal/confidential information stored on other material can be placed in containers for recycling or general waste as guided by the Estates & Facilities department.

Storage media damaged to the extent that the information held cannot be deleted will be sent for destruction by the approved contractor.

Where the ICT equipment is to be sold, all personal and confidential information must be destroyed in accordance with the disposal policy and related procedures. All University licenced software must be removed and the purchaser will assume full responsibility for future disposal of the equipment in accordance with WEEE requirements thus relinquishing responsibilities from the University (see procedure for the sale of surplus ICT equipment).

WEEE Waste Electrical and Electronic Equipment recycling (WEEE) Regulations:

<http://www.legislation.gov.uk/ukxi/2013/3113/contents/made>

Guidance Notes:

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/292632/bis-14-604-weee-regulations-2013-government-guidance-notes.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/292632/bis-14-604-weee-regulations-2013-government-guidance-notes.pdf)

## **Policy Aims**

1. To facilitate the University of South Wales' legal obligations in relation to disposal of ICT equipment, data and confidential waste.
2. To ensure that the University has appropriate technical and organisational processes in place to prevent ICT equipment, personal data and/or confidential waste from being compromised either accidentally or deliberately.
3. To ensure that surplus ICT equipment is cascaded for internal use where applicable to maximise useful life.
4. To ensure that the Disposal of ICT Equipment & Confidential Waste Policies and Procedures are communicated across the University of South Wales through its Faculties and Corporate departments.

## **Arrangements**

The University of South Wales, through IT Services, has appointed a service provider for its ICT asset retirement requirements (See Appendix 1 - 3).

Commencing from July 2015, Computer Disposals Limited (CDL), a leading specialist in IT recycling and disposal, will work in partnership with the University of South Wales to dispose of ICT equipment across all USW sites, satellite sites and outreach centres from where the University operates.

For disposal of non-ICT equipment, please contact the Estates & Facilities department to ensure that items are destroyed correctly.

# Disposal of ICT Equipment Policy

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The policy ensures that hardware and sensitive, confidential and personal data is disposed of in a controlled manner.

## **POLICY**

When permanently disposing of University equipment containing storage media, all personal or confidential information must be irretrievably deleted, and licenced software removed using authorised procedures.

### **1. Scope**

This policy covers the disposal of University owned/leased/rented computers, servers, printers, laptops, tablets, mobile devices, data held on removable media such as CDs/DVDs, pen drives, floppy disks, removable hard drives, video, audio and printer tape, microfiche and any other similar media.

### **2. Process**

For ICT equipment surplus to Faculty / Departmental requirements, please log a call via Point of Business (POB) addressed to IT Support.

#### Computers

Once a computer is deemed ready for disposal, the IT Services Business Support Team (BST) will arrange for a secure disposal through its disposal partner Computer Disposals Limited (CDL).

CDL will take away the items and undertake the secure data destruction of media on behalf of USW and issue certification for the work undertaken.

Where the licence permits the software will be re-used. Original Equipment Manufacturers (OEM) software should be disposed with the computer as these licences are non-transferable.

All asset records must be kept up to date, with inventory records updated.

#### Network Printers

Some networked printers have hard drives capable of storing information submitted for print and some of these have been leased to the University through third parties. Where it is necessary for a printer to be returned to the supplier, the hard drive should be retained by the University for its disposal through CDL or a certificate of data destruction must be provided by the printer supplier.

#### Other

All forms of ICT-related WEEE are covered in the partnership with CDL (Appendix 2). Please note that as part of this agreement, CDL will also take white goods and kitchen appliances, however such disposal is managed via the Estates & Facilities department.

# Disposal of Confidential Material Policy

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## Policy

All materials holding confidential data should be destroyed by the appropriate method for that particular medium when the material is ready to be disposed of.

### 1. Scope

This policy covers the disposal of material where it contains personal information or information that is considered to be confidential.

### 2. Confidential material

Confidential data for the purposes of this policy would include: information that would cause embarrassment or bring the University into disrepute, personal information relating to individuals, information provided in confidence, matters involving law enforcement and financial information.

### 3. Process

All confidential data held on electronic media should be disposed of in accordance with the 'Disposal of ICT Equipment Policy'.

All paper-based confidential material must be placed in the confidential waste bins provided to the department by Estates and Facilities.

In exceptional cases for extremely confidential material, arrangements must be made with the Estates department to supervise the destruction of this material. Alternatively, shredders can be used instead provided the shredder meets the European standard DIN 32757, minimum of Level 3 Cross Cut or Level 4.

The Estates and Facilities department will arrange a data processing agreement with a third party company contracted to dispose of confidential waste.

All non-confidential paper-based data should be placed in the containers for recycling.

Confidential waste bins must be placed in secure areas, inaccessible to the public.

## Contacts

General Recycling	KGB - 01443 483551
Confidential Waste	Estates and Facilities - via Estates online Helpdesk
	Estates and Facilities - 01443 482028

# Procedure for the Disposal of ICT Equipment

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The disposal of ICT equipment is managed by the IT Services Business Support Team (BST) in partnership with Computer Disposals Limited (CDL).

To request an ICT disposal, colleagues are advised to:

1. Log a call via Point of Business (POB) for BST requesting an ICT disposal.  
<https://support.southwales.ac.uk>
2. A USW disposal form will be issued via email for completion (Appendix 3).
3. The completed disposal form should be emailed back to [ams@southwales.ac.uk](mailto:ams@southwales.ac.uk).
4. Colleagues within BST will liaise with CDL to progress the disposal.
5. Once further instructions are provided by CDL on date/time for collection, BST will finalise internal arrangements.
6. A disposal collection will take place.
7. POB call will be closed.

Data destruction services are undertaken by CDL. There is no requirement to data erase / DBAN media prior to disposal. This activity is undertaken by CDL and data destruction certificates are issued to BST. Where material is sensitive, arrangements can be made to securely wipe on site – for further details, please contact BST.

Where equipment containing confidential material is to be redeployed within the University then the hard drives will be erased by IT Staff using DBAN tools.

BST will receive a comprehensive asset report on all equipment disposed of.

BST will liaise with colleagues in Estates on a regular basis to feed information back into the University recycling / environmental targets.

All disposal forms issued to CDL and all asset reports / certification received are to be retained within the BST office in J251 - linked to the case/reference number on POB.

Regular service reviews will be undertaken with CDL.

## **Contacts:**

Jason Roberts, Business Support Manager – 01443 48 2434.

Sonia Davies, Senior Business Technical Officer - 01443 48 3753.

Mike Lewis, Business Technical Officer - 01443 48 2888.

# Procedure for the Redeployment of Surplus ICT Equipment

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## Redeployment of IT Equipment (internal)

1. This procedure relates to ICT equipment that can be recycled and reused within the University.
2. All computer equipment surplus to Department/Faculty requirements will transfer to a “pool” under the management of IT Services. Equipment covered by this category includes equipment which is being replaced under Department/Faculty allocations (revenue and capital) and any special bidding initiatives.
3. Prior to arranging the redeployment of any University equipment, IT Services will ensure data is erased to ensure that the University is compliant with the Data Protection Act, our security policies and to protect our business interests.
4. Surplus computer equipment from the ‘pool’ will be redeployed across the University using current asset management information. Computer equipment cascaded under this process may need to be upgraded to meet operational specifications/requirements.
5. All redeployments must be advised to the Inventory Officer in each Department/Faculty who will take responsibility for updating the University’s Inventory System with changes of location and ownership.

All enquiries should be directed to the Business Support Team (BST) in the first instance, who will co-ordinate the redeployment arrangements.

## Contacts

Business Support Team:

Jason Roberts, Business Support Manager – 01443 48 2434.

Sonia Davies, Senior Business Technical Officer - 01443 48 3753.

[ams@southwales.ac.uk](mailto:ams@southwales.ac.uk)



# Procedure for the Sale of Surplus ICT Equipment

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## Sale of IT Equipment (internal)

1. Where it has been agreed by the Deputy Vice-Chancellor (Strategic Resources), Directorate, special arrangements apply for the sale of surplus equipment.
2. All computer equipment that is surplus to University requirements with a reasonable market value will transfer to a “pool” under the management of IT Services, moderated by the Deputy Vice-Chancellor (Strategic Resources).
3. Prior to arranging the sale of any University equipment, IT Services will ensure data is erased to ensure that the University is compliant with the Data Protection Act, our security policies and to protect our business interests. The hard disk will need to be erased by following the University’s procedure by using the DBAN utility (further details from IT Services).
4. All equipment identified for sale must be advised to the Inventory Officer in the Department/Faculty who will take responsibility for updating the University’s Inventory System.
5. The reserve price on equipment will be the depreciated value of the equipment using the straight line method over a period of ‘n’ years, with a fixed residual value after ‘n-1’ years.

Example: Where ‘n’ is 5 years for PCs, a PC purchased for £500 new will have a reserve value of £400 after year 1, £300 after year 2, £200 after year 3, £100 after year 4 and a residual value of £50.

6. A Sale of IT equipment form (See appendix 4) will need to be signed by the purchaser who will assume full responsibility for future disposal of the equipment in accordance with WEEE requirements thus relinquishing responsibilities from the University.

**All enquiries should be directed to the Business Support Team (BST) in the first instance, who will co-ordinate the redeployment arrangements.**

### Contacts:

Jason Roberts, Business Support Manager – 01443 48 2434

Sonia Davies, Senior Business Technical Officer – 01443 48 3753

[ams@southwales.ac.uk](mailto:ams@southwales.ac.uk)

## **Appendix 1**

### **Asset Retirement Partner - Computer Disposals Limited (CDL)**



Since 1999, Computer Disposals Limited (CDL) has evolved into one of the UK's leading IT recycling and disposal specialists.

Accreditations include:

- ISO 9001, 14001, 18001 and 27001
- ADISA accredited with distinction
- Members of ICER
- Investors in People
- Green IT award winners in 2010, 2011 and 2012.

CDL use their own transport and drivers to collect equipment across all USW sites.

CDL drivers and visitors to USW premises carry identification badges, and are DBS checked.

CDL vans are satellite tracked and monitored whilst in operation.

On behalf of USW, CDL will carry out the process of data destruction on all ICT equipment disposed. The software used to carry out this service is provided by Tabernus and is 1 of only 2 CESG approved software suites available in the UK.

Any hard drive that fails the data erase processes, or is less than 40GB will be destroyed on site at CDL using an ADISA and DIPCOG approved disk crusher.

CDL's aim is to simply take away the hassles associated with IT disposal and provide customers with a complete peace of mind solution for the management and retirement of redundant IT equipment.

For further information on the USW partnership with CDL please contact:

Jason Roberts, Business Support Manager – 01443 48 2434.

Sonia Davies, Senior Business Technical Officer – 01443 48 3753

Or visit:

<http://www.computerdisposals.co.uk/>

## **Appendix 2**

The USW partnership agreement with CDL will encompass all forms of IT related WEEE to include, but not limited to:

- Servers
- Server and comms cabinets up to 46U
- Back-up and storage devices
- All forms of data media including loose hard drives
- Laptops
- Laptop cabinets
- PC's
- CRT Monitors
- TFT Monitors
- Terminals
- Printers
- Fax Machines
- Multi-function devices
- Networking equipment
- Audio visual equipment
- UPS
- Telephony equipment including mobile phones
- USB memory sticks
- Point of Sale equipment
- Lab equipment
- Testing equipment
- Associated peripheral items

In addition, there is scope via the contract with CDL to dispose of white goods and kitchen appliances in accordance with the WEEE directive:

- Fridges and freezers
- Washing machines
- Free standing ovens
- Microwave ovens
- Kitchen appliances
- Florescent tubes

**Note:** Estates and Facilities oversee the disposal of items that are non-ICT.

In terms of EWC codes the agreement will encompass (but not limited to) the following:

16.02.13  
16.02.14  
16.02.15  
16.02.16

**Appendix 3**



**University of South Wales WEEE disposal form**

**CLIENT'S DETAILS:**

<b>University of South Wales</b>			
<b>Department :</b>		<b>Haz waste code:</b>	
<b>Full Collection Address:</b>		<b>Preferred Collection Date:</b>	
<b>Post Code</b>			<i>[PLEASE NOTE STANDARD COLLECTION IS THE NEXT AVAILABLE THURSDAY]</i>
<b>Contact name</b>			
<b>Telephone No.</b>			
<b>E-mail</b>			
<b>Alternative contact</b>			
<b>Telephone No.</b>			
<b>E-mail</b>			

**EQUIPMENT TYPES TO BE COLLECTED:**

Type of Equipment	Quantity	Equipment details (including make and model where available)
<b>Laptops:</b>		
<b>Desktop systems:</b>		
<b>Mac systems (inc Keyboard/Mouse):</b>		
<b>Mac systems (incomplete):</b>		
<b>14" and 15" monitors:</b> <i>Please state TFT or CRT</i>		
<b>17" monitors:</b> <i>Please state TFT or CRT</i>		
<b>19", 20" and 21" monitors:</b> <i>Please state TFT or CRT</i>		
<b>Printers (desktop size):</b> <i>(includes fax machines)</i>		
<b>Printers (large floor standing):</b> <i>(includes plotters)</i>		

<b>Servers:</b>		
<b>Data cabinets/server racks:</b>		
<b>UPS's:</b>		
<b>White goods:</b> <i>Please include size of fridge/freezer, i.e. under-desk or large industrial.</i>		<i>[Please ensure all items decontaminated as necessary with forms attached]</i>
<b>Other:</b> <i>(includes anything with plug or battery!)</i>		

**COLLECTION DETAILS:**

<b>HAS THE EQUIPMENT BEEN DISCONNECTED?</b>	yes
<b>WILL CDL REQUIRE ANY TOOLS FOR DISCONNECTION?</b>	na
<b>IS THERE A LIFT AVAILABLE?</b>	na
<b>ARE THE GOODS BOXED, LOOSE OR PALLETISED?</b>	loose
<b>ARE THERE ANY ITEMS THAT REQUIRE A SPECIAL PIECE OF EQUIPMENT TO LIFT IT OR REQUIRE MORE THAN ONE MAN?</b>	no

Please provide any further information which you think may be relevant in the box below.

**Please return completed form by email to [ams@southwales.ac.uk](mailto:ams@southwales.ac.uk)**  
**Any questions?**

**Call the IT Services Business Support Team:**

**Sonia Davies            01443 48 3753**

**Mike Lewis             01443 48 2888**

**Appendix 4 - Bill of Sale**



**University of South Wales | Prifysgol De Cymru**

**IT Services/ Gwasanaethau TG**

**Sale of Second-hand IT equipment**

The University of South Wales is the current owner of the IT equipment and this document is authorisation of sale.

Date:

**Equipment Details:**

Item Description (PC/MAC/Tablet):.....

Serial Number(s):.....

University Asset number(s): .....

Other Item included (circle as appropriate) Keyboard / Mouse /Power Leads

Total Amount excluding Vat: .....

Total Including Vat: .....

The Goods sold to you by the University of South Wales are subject to the standard terms & conditions stipulated overleaf. Please sign this document to confirm that you have read and understood the conditions of this Contract.

**PC Support:-**

University Software identified .....

System reimaged with the original operating System.

All Microsoft and other University software removed.

Item Removed from Inventory.

Software identified on Software database (purchasing)


**To be signed by the Buyer of the Goods.**

Name: Department

Date: Signature:

**Official Use Only:**

Print Name: Signature & Date:

Cashier: Signature & Date

Income Budget Code – tba

## Bill of Sale (page 2)

### Terms and Conditions

<p>1. <b><u>DEFINITIONS</u></b></p> <p>1.1 "University" means University of South Wales</p> <p>1.2 "Buyer" means the person placing an order whether orally, in writing or otherwise, with the University.</p> <p>1.3 "Goods" means all those goods and materials, being second-hand goods and materials, which are the subject of the Buyer's order and which are to be supplied to the Buyer by the University under these Conditions.</p> <p>1.4 "Contract" means the contract for the supply of Goods formed by the University's acceptance (which, however made or communicated, shall be deemed subject to these Conditions) of the Buyer's order.</p> <p>2. <b><u>ORDERS</u></b></p> <p>2.1 Orders are accepted by the University subject to the availability of Goods.</p> <p>2.2 The Buyer shall be responsible for the collection of the Goods at a location and time as is notified to the Buyer by the University.</p> <p>2.3 Although the University will use all reasonable efforts to make the Goods available on the collection dates, it shall not be liable to the Buyer for any loss or damage, whether direct, indirect or consequential if it is delayed or prevented, in whole or in part, from making the Goods available for collection.</p> <p>2.4 If the Buyer refuses or fails to take collection of the Goods on the date of collection, the University will be entitled at its discretion to store the Goods at the risk of the Buyer and the Buyer shall in addition to the price payable under clause 7 pay all costs and expenses of such storage and any additional costs of carriage incurred.</p> <p>2.5 The University reserves the right to make Goods available for collection in instalments where appropriate and at its discretion.</p> <p>2.6 Where the University makes available for collection a quantity of Goods which reasonable approximates to the stipulated amount of the Buyer's order (whether more or less) on a rateable adjustment of the total price then the Buyer shall accept the supply of such quantity of the goods.</p> <p>2.7 All Goods must be inspected by the Buyer immediately on collection. If any Goods are damaged or lost or if (subject to clause 5.6) there has been short collection, the Buyer must accordingly submit a detailed written claim to the University within three days of collection of the Goods. Failure to make any such claim within the said three days shall release the University from any liability in respect of damage or loss or short collection.</p> <p>3. <b><u>RISKS</u></b></p> <p>3.1 Except as otherwise provided in these Conditions, the risk of loss or damage to the Goods shall pass to the Buyer upon collection of the goods in accordance with clause.</p> <p>3.2 The user accepts responsibility for the proper disposal of any transferred equipment in accordance with WEEE requirements etc and removes all such responsibilities from the university.</p> <p>4. <b><u>PRICE</u></b></p> <p>4.1 The price payable for the Goods shall be as per the quoted by procurement officer relating to the Goods unless otherwise stipulated in writing by the University.</p> <p>4.2 The price is exclusive of Value Added Tax, customs duties and all other taxes, duties and expenses in respect of the Goods all of which shall be added to the price for the Buyer's account unless otherwise stipulated in writing by the University.</p> <p>5. <b><u>PAYMENT</u></b></p> <p>5.1 Unless otherwise agreed in writing, the Buyer shall make payment for the goods in pounds sterling on collection.</p>	<p>5.2 If payment is not made when due then the University may without prejudice to its other rights, refuse to allow the Buyer to collect the Goods and charge interest at an annual rate of 2% above the current base rate of National Westminster Bank plc to be calculated on a day to day basis on the balance outstanding until payment is made in full.</p> <p>5.3 The Buyer shall not purport to set off or withhold any payments claimed or due to the University under this or any other contract.</p> <p>6. <b><u>LIABILITY</u></b></p> <p>6.1 The University shall under no circumstances be liable for any indirect, special or consequential loss (including loss of anticipated profit or third party claims) howsoever arising either from breach or non-performance of any of its obligations under the Contract or from the supply of or intended use of the goods, even if the University has been advised of the possibility of such potential loss, except that the University shall be liable for loss arising from death or personal injury resulting from the proven negligence of the University and except that nothing in these Conditions of Sale shall have the effect of excluding or limiting liability under the Consumer Protection Act 1987 to a person who has suffered damage caused by a defective product, or to a dependent or relative of such person.</p> <p>6.2 The University makes no representation or warranty that use of the Goods does not infringe the rights of any third party and the University accepts no liability in this respect.</p> <p>6.3 The University accepts and does not seek to limit or exclude liability for any death or personal injury caused to the Buyer by reason of the University's negligence.</p> <p>6.4 The items sold to the Buyer under this Contract of Sale are second-hand, having already been used by the University. Accordingly, the Buyer agrees to take the Goods in their current state, after having satisfied himself by inspection, as to their quality and fitness for the purpose for which the Buyer requires them. The University gives no warranties in relation to the quality of the goods or their suitability for any purpose, and all such warranties, whether express or implied by statute, common law or otherwise howsoever, are hereby excluded.</p> <p>7. <b><u>TERMINATION</u></b></p> <p>7. Should the Buyer make default in any payment or otherwise be in breach of its obligations to the University or compound with or execute an assignment for the benefit of its creditors or commit any act of bankruptcy or being a company enter into voluntary or compulsory liquidation or suffer a receiver or administrative receiver or administrator to be appointed over all or any part of its assets or take or suffer any similar action in consequence of debt or become insolvent or should the University have reasonable cause to believe that any of these likely to occur, the University may, by notice in writing to the Buyer, without prejudice to any other rights, forthwith suspend or cancel any uncompleted part of the Contract or stop any Goods in transit or require payment in advance or satisfactory security for further deliveries under the Contract.</p> <p>8. <b><u>FORCE MAJEURE</u></b></p> <p>The University shall not be liable to the Buyer for any loss or damage caused to or suffered by the Buyer as a direct or indirect result of the supply of the Goods by the University being prevented, restricted, hindered or delayed by reason of any circumstances outside the control of the University.</p> <p>14. <b><u>SEVERABILITY</u></b></p> <p>If any of the terms and conditions of the Contract (or part thereof) shall be found to be invalid, ineffective or unenforceable, the invalidity, ineffectiveness or unenforceability of such term or condition (or part thereof) shall not affect any other term or condition (or the other part of the term or condition of which such invalid, ineffective or unenforceable part forms part) and all terms and conditions (or parts thereof) not affected by such invalidity, ineffectiveness or unenforceability shall remain in full force and effect.</p> <p>15. <b><u>GOVERNING LAW</u></b></p> <p>The construction, validity and performance of the Contract shall be governed by English law and by entering into the Contract the parties submit to the jurisdiction of the English courts.</p>
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