

Baldwin Wallace University Computer User Agreement

This agreement is entered into between “Baldwin Wallace University” and you as a user of one or more of Baldwin Wallace University’s computer systems or applications. This agreement, after you sign it and until it is terminated by Baldwin Wallace University or superseded, applies to all of such Baldwin Wallace University computer systems and applications you use. Confidential Information in the computer systems or applications may be owned by Baldwin Wallace University or by a subsidiary, customer, supplier, or other affiliated or associated firm or University.

Agreement Terms

In consideration of being given access to Baldwin Wallace University’s computer systems or applications on one or more occasions, you, either as a Baldwin Wallace University user, or user representing another firm or University, agree to abide by Baldwin Wallace University’s rules and regulations and also agree as follows:

1. Confidential Information -- is information in Baldwin Wallace University’s possession that is not generally available to the public. The definitions of “Personally Identifiable Information”, “Confidential Information”, and “Baldwin Wallace University Information” can be found in Data Classification Policy ITP-BW-04 at <http://bw.edu/ITPolicies> As a user of Baldwin Wallace University’s computer systems or applications you may be given access to Baldwin Wallace University’s trade secrets or other Confidential Information. For example, Confidential Information that you may acquire while using Baldwin Wallace University computer systems or applications could include both Baldwin Wallace University and/or it’s customer’s information relating to business plans, finances, products, processes, student information, services, research, development, purchasing, data processing, engineering, computers, software, firmware, marketing, merchandising and selling. Other Confidential Information could include customer lists, alumni list, techniques used in education, tests, consulting methods, etc.

2. Obligations Not to Use or Disclose Confidential Information -- If you as an individual, or your firm or University, has in effect another written agreement with Baldwin Wallace University relating to specific Confidential Information, that agreement will be controlling as to such specific Confidential Information. You agree that you will not use or disclose other Confidential Information you acquire orally, visually, electronically, or in writing during your work for Baldwin Wallace University or use of its computer software or applications, except for the benefit of Baldwin Wallace University and as known and permitted by Baldwin Wallace University in relation to the reasons for your having obtained such information. Your obligation as to Confidential Information shall extend to all areas within each Baldwin Wallace University system or application you use unless written records establish that your use(s) were limited to specific areas within the system or application concerned and you have not received information relating to other areas of Baldwin Wallace University systems or applications.

3. Information Not Regarded as Confidential -- Confidential Information does not include information which you can demonstrate by documentary evidence: (a) was, at the time of disclosure to you, available to the general public; or (b) has subsequently become available to you without restriction or to the general public other than by breach of this Agreement and then only after such date; or (c) was in your possession, on a non-confidential basis, prior to its receipt from Baldwin Wallace University; or (d) was developed independently by you; or (e) has been disclosed by you and become generally available to the public as a requirement of law, regulation or court order. Information shall not be deemed to be available to the general public for the purposes of the above exceptions merely because it is expressed in public literature in general terms not specifically in accordance with the Confidential Information.

4. Period of Obligations as to Confidential Information -- Your obligations under this agreement not to use and not to disclose Confidential Information shall continue for a period of ten (10) years after the date of your last use of a Baldwin Wallace University system or application.

5. Waiver of Confidential Disclosure -- As a user of Baldwin Wallace University's systems or applications, you may make disclosures of information to Baldwin Wallace University and its associates. Information you disclose may be the subject of a specific consulting, technical-services, confidential-disclosure or other written agreement with Baldwin Wallace University governing respective rights and licenses to the information you disclose. However, unless such written agreement exists and has been signed by an officer of Baldwin Wallace University, you agree that: (a) information you disclose to Baldwin Wallace University will not have been received by Baldwin Wallace University or any of its associates under an obligation of confidence or subject to a restriction on its use; (b) the information shall be non-confidential and unrestricted in use by Baldwin Wallace University whether or not you or your firm or University expects commercial or other benefit from the disclosure to Baldwin Wallace University; and (c) any rights of you and your firm or University in relation to the disclosed information shall be determined by whatever patents or copyrights you or your firm or University may have throughout the world.

6. Applicable Law -- To the extent permitted by applicable law, this agreement shall be interpreted and construed, and all rights and remedies shall be determined, under laws of the state of Ohio, U.S.A., without reference to its provisions relating to conflicts or choice of law. Modification or waiver of any provision of this agreement, including this provision, must be in writing signed by an officer of Baldwin Wallace University and each User subject to the modification or waiver.

7. As a user of Baldwin Wallace University's computer systems you must and do agree:

- a). to use Baldwin Wallace University computer systems (including equipment, applications, software, data, information, etc.) for Baldwin Wallace University's business purposes and not to its detriment;
- b). to be fully responsible for all uses of the unique USERID and any system passwords established for or by you and to refrain from disclosing passwords to others;
- c). to retain only for a time period consistent with your business use, and then to destroy, any copies, extracts or derivatives you make of Baldwin Wallace University programs or data files not generally available to all or most Baldwin Wallace University associates;
- d). not to attempt to access intentionally computer programs or data files you have no authority to access;
- e). comply with Baldwin Wallace University policies, copies of which are available on Baldwin Wallace University's intranet site or by contacting the local Human Resources and Information Technology departments.

8. You are hereby notified, acknowledge receipt of and consent to the following:

- a). Baldwin Wallace University's systems are restricted to authorized users only.
- b). Through the use of an unsolicited commercial e-mail ("spam") filter the University may block, delete, or tag certain e-mails identified as spam. E-mails that are identified by the filter as having a high-confidence of being spam will be automatically deleted. If you believe a legitimate e-mail has been blocked, tagged, or deleted, contact the IT Help Desk for assistance.
- c). In accordance with applicable law, Baldwin Wallace University retains its rights to protect the integrity of its systems and to conduct investigations as a result of a report of inappropriate conduct or violations of Baldwin Wallace University's policies or applicable law. In doing so, Baldwin Wallace University may access the content stored on its computer systems and may be required to use or allow others to use such information as evidence of misuse of a computer system or as information that might be, or lead to the discovery of, evidence admissible in any legal proceeding.

AGREED TO AND ACCEPTED, EFFECTIVE AS OF THE DATE INDICATED BELOW, BY THE NAMED BALDWIN WALLACE UNIVERSITY ASSOCIATE OR OTHER INDIVIDUAL FIRM OR UNIVERSITY REPRESENTATIVE

Last Name (PRINTED)

First Name (PRINTED)

Middle Name (PRINTED)

User ID

Full Signature of Individual

Date Signed (DD/MM/YYYY)