

## Baldwin Wallace University Emeritus Computer User Agreement

This agreement is entered into between “Baldwin Wallace University” and you as an “Emeritus User” of Baldwin Wallace University’s electronic mail system. This agreement, after you sign it and until it is terminated by Baldwin Wallace University or superseded, applies to all uses of the Baldwin Wallace University electronic mail system.

### Agreement Terms

In consideration of being given use of the Baldwin Wallace University’s electronic mail system, you agree to abide by Baldwin Wallace University’s policies and regulations and 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>. For example, Confidential Information that you may have acquired while using Baldwin Wallace University computer systems or applications could include both Baldwin Wallace University and/or its stakeholder’s, both internal and external, 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, faculty, student, alumni, donor, benefactor, vendor lists, techniques used in education, test methods, etc.

At the time of employment separation, you agree to return to the Baldwin Wallace University all Confidential Information in your possession. Further, you agree to properly destroy all Confidential Information in your possession regardless of location and be it in electronic, paper or any other form.

**2. Obligations Not to Use or Disclose Confidential Information** -- If you, as an individual, 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 Confidential Information you acquire orally, visually, electronically, or in writing from Baldwin Wallace University after your separation 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.

**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 or disclose Confidential Information that is not Personally Identifiable Information “PII” in nature shall continue for a period of no less than ten (10) years after the date of your last authorized use of that information. Your obligation to not disclose PII has no expiration.

**5. Waiver of Confidential Disclosure** -- Under “The Higher Education Reauthorization Act”, your personal electronic mail in a Baldwin Wallace University provided electronic mail system becomes the property of the Baldwin Wallace University and may be discoverable in a lawsuit and possibly become public. Further, you agree to hold harmless the Baldwin Wallace University for any information released under this act or other applicable laws. For all personal electronic mails that you do not want to put at risk of disclosure it is recommended that you obtain an email account from a free or commercial provider for such use.

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**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 Emeritus User subject to the modification or waiver.

**7. As an Emeritus User of Baldwin Wallace University's electronic mail system you must and do agree:**

- a). to use Baldwin Wallace University electronic mail system for personal use purposes only and not to the detriment of the University;
- 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). not to use the Baldwin Wallace University electronic mail system for commercial purposes;
- d). not to use your Baldwin Wallace University electronic mail account to misrepresent yourself as an authorized representative of the University unless you have a specific written agreement permitting such actions.
- e). not to attempt to use it to access intentionally computer programs or data files you have no authority to access;
- f). to comply with all Baldwin Wallace University policies, copies of which are available on Baldwin Wallace University's website or by contacting Human Resources and/or the Information Technology department.

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

- a). Baldwin Wallace University's electronic mail system is 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 your electronic mail system account 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.
- d). If your account shows inactivity for a period of six months or more it will be removed from the system. All emails and contacts will be deleted. It is up to you to login and check your messages to keep your account active on the system.

**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)