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# SANTA CLARA UNIVERSITY INFORMATION SERVICES

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## Information Resources Acceptable Use Agreement

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This agreement governs the use of Santa Clara University Information Technology Resources.

### What are IT resources?

"Information Technology (IT) resources" refers to an array of products and services that collect, transform, transmit, present, and otherwise make data into usable, meaningful and accessible information.

IT resources include but are not limited to: desktop, laptop, portable storage and mobile devices, and e-mail, voicemail, servers, central computers, and networks; network access systems including wireless systems; hard drives and databases; computer software; printers and projectors; telephone equipment and switches including local and long-distance services; camcorders, TVs, video players, and FAX machines; satellite equipment and any other current or future IT resource adopted by the University.

### Purpose of Agreement:

The purpose of this agreement is to maximize the value of University IT resources, permit maximum freedom of use consistent with state and federal law, University policies, and policies of the Santa Clara University Board of Trustees, in order to support a productive work environment.

Santa Clara University IT resources are intended for official University related purposes, including support of the University's teaching, research, and service missions, its administrative functions, and its student and campus life activities. **Use of Santa Clara University IT resources must comply with state and federal laws, University policies, and policies of the Santa Clara University Board of Trustees.**

## **Scope:**

**This agreement applies to all users of Santa Clara University IT resources**, whether affiliated with the University or not, and to all uses of those resources, whether on campus, off campus, including in offices, classrooms, laboratories, hallways, public spaces, residence halls, and University apartments, etc.

## **Responsibility:**

**All users of Santa Clara University IT resources are responsible for compliance with this agreement.** Users of Santa Clara University IT resources shall be held responsible for all account activities and for appropriate charges.

## **Personal Use is Limited:**

The primary purpose of University IT resources is to conduct official University business.

However, occasionally employees may use the Internet and electronic mail for individual, non-political purposes on their personal time, if such use does not violate the terms and conditions of this agreement. Use of the Internet and electronic mail offers employees an opportunity to develop research and communication skills valuable to the effectiveness and efficiency of our teaching, research, and service missions.

## **Privacy is Not Expected:**

The University may have a business necessity or reason to access files and accounts of its employees or students, including the investigation of complaints of misuse. It is therefore unreasonable for any user of Santa Clara University IT resources to have an expectation of privacy in the use of such resources.

## **Academic Freedom and Associated Responsibilities:**

The First Amendment rights of academic freedom and freedom of expression apply to the use of University IT resources, as do the responsibilities associated with those rights. The use of University IT resources like the use of other University resources (and like any other University related activity) is subject to the normal requirements of legal and ethical behavior. Therefore, in addition to this agreement, the use of University IT resources is also governed by all University policies and policies of the Santa Clara University Board of Trustees.

## Prohibited Actions:

### Santa Clara University IT resources shall not be used for:

- commercial or personal profit-making purposes, for conducting political advocacy, or for personal benefit where such use incurs a cost to the University and is not academic or work related;
- accessing or attempting to access another person's directory, files, or mail, whether protected or not, without permission of the owner. Attempts to access unauthorized IT resources via the computer network, to decrypt materials, or to obtain privileges to which the user is not entitled are prohibited;
- visiting, viewing or distributing Internet sites or materials that contain obscene, pornographic, profane or sexually explicit information, pictures, or cartoons; and publishing, displaying, transmitting, retrieving or storing inappropriate or offensive material. Such is expressly prohibited unless identified and pre-approved in writing by the Provost as part of legitimate research, teaching, or academic pursuits. Contact the Office of the Provost to request written pre-approval;
- intentionally or negligently interfering with the proper operation of any system or its use by others;
- creating or distributing defamatory, false, inaccurate, abusive, threatening, racially offensive or otherwise biased, discriminatory or illegal material;
- downloading, disseminating, storing, using, or printing materials in violation of copyright laws including articles, music, videos, games, and software;
- causing congestion, overload or disruption of networks or systems, including the distribution of chain letters;
- illegal, threatening, or destructive purposes;
- creating or knowingly disseminating unwanted and unsolicited emails or materials (SPAM).

### Users of Santa Clara University IT resources shall not:

- remove, transfer, disable or dispose of computer software licensed to the University
- share a computer account or password(s) with other persons. Each user must have an individual account, passwords must be protected, and the user must not leave a machine logged on when not present
- consume unreasonable amounts of resources. The University may impose restrictions or limits on use of such resources
- falsify e-mail or newsgroup postings
- try to circumvent login or security procedures

## Non-Compliance:

Report suspected violations of this agreement to the appropriate supervisor, department head, Dean, Vice President or to the Human Resources Department. Depending on the seriousness of an offense, violation of this agreement can result in penalties ranging from reprimand, to loss of use, to referral to

University authorities for disciplinary action, to criminal prosecution. Use of these resources is a privilege, not a right, and abuse may result in the immediate removal of privileges pending final resolution.

## Inquiries:

Students, faculty, staff, visitors, system administrators, supervisors or others who are unsure about how to deal with any aspect of this Information Resource Use Agreement should contact the Information Security Office prior to taking any action.

## Acknowledgement Agreement:

All students, staff, and faculty must sign the following acknowledgement:

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[Information Services Sections](#)



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# SANTA CLARA UNIVERSITY

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