

**INSTITUTIONAL POLICY: GA - 32**

**CATEGORY:** General Administration

**SUBJECT:** E-Mail

**EFFECTIVE DATE:** May 5, 2000

**LAST REVISION DATE:** [N/A]

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I. Introduction

A. Application of Policy.

This policy will apply to all electronic accounts established by the West Virginia School of Osteopathic Medicine for faculty, staff and students. Persons who are given access to WVSOM's e-mail system are expected to familiarize themselves with and abide by the policies in this document. Violations of this policy may result in loss of e-mail privileges at the School, disciplinary action and/or legal action where applicable.

B. Passwords.

Each student will receive a password and account name during the School's registration process, while faculty and staff will receive these during employment orientation. The individual is responsible for maintaining the confidentiality of the password and account, and is fully responsible for all activities that occur under his or her password or account. The individual agrees to (a) immediately notify Computer Services of any unauthorized use of his or her password account or any other breach of security, and (b) ensure that he or she exits from his or her password account at the end of each session. Computer Services cannot and will not be liable for any loss or damage arising from any individual's failure to comply with this paragraph.

C. Privacy of E-Mail and Accounts

Users of WVSOM's electronic mail services are placed on notice that there is no right of privacy in the communication of e-mail accounts or traffic to certain accounts when there is a reason to look at them. These reasons include (1) when a user makes a complaint about communications made to their account; (2) when a user's traffic generates interference with or a breakdown of the proper functioning of computer services or equipment to themselves or others; or (3) when someone requests a change of service. Complaints to Computer Services about communications made to a user's account will be in writing and signed by the person making the complaint.

## D. Discovery

All e-mail communications, unless subject to a specific statutory privilege, are subject to discovery and production, when relevant, in civil litigation. The federal Electronic Communications Privacy Act[§§ 18 U.S.C. 2510, et seq.] will, in some instances, provide such a privilege to electronic mail which has not been opened, and WVSOM will observe and follow the requirements of all applicable state and federal statutes relating to privacy concerns in electronic mail. The Act does not, however, establish a general right to e-mail privacy in the workplace. The West Virginia Electronic Mail Protection Act [§§ 46A-6G-1, et seq.] provides sanctions for unauthorized bulk mail transmissions.

## II. Policies

- A. As with other School resources, e-mail is made available to faculty, staff and students to further the teaching, research and mission of WVSOM. Use of the School's e-mail services, therefore, is intended to be in furtherance of such goals and mission and not for extracurricular purposes. Individuals may not use e-mail for entrepreneurial activities except in cases of WVSOM-sanctioned activities.
- B. No one will be added to an e-mail mailing list for other than official WVSOM business without his or her consent. Mailing lists may be used only for their intended purposes.
- C. Occasions arise when an individual may wish to solicit goods and services or to offer them to other members of the WVSOM community. For example, faculty and staff may wish to advertise homes for rent to incoming faculty members, or incoming faculty members may wish to solicit rentals from the campus community. For such purposes, bulletin boards can be made available on the WVSOM web site.
- D. All materials sent by campus e-mail must be attributed to the individual, office or organization sending the material. It is a violation of this policy to originate e-mail in such a manner as to create the impression to the recipient that the mail was originated from another source or individual.
- E. Individuals should understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other material (hereafter "content"), whether publicly posted or privately transmitted, is the sole responsibility of the person from whom such content originated. This means that the individual, and not WVSOM, is entirely responsible for all content that he or she uploads, posts, e-mails or otherwise transmits via our e-mail service. Computer Services does not control the content posted via our e-mail service; therefore, Computer Services does not guarantee the accuracy, integrity or quality of such content. Individuals should understand that, by using our e-mail services, he or she may be exposed to content that is offensive, indecent or otherwise objectionable. Under no circumstances will WVSOM be liable in any way for any content including, but not limited to, any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any content posted, e-mailed or otherwise transmitted via our e-mail services.

F. Each individual agrees NOT to use our e-mail service to:

1. Upload, post, e-mail or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, deceitful, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful or racially or ethnically objectionable;
2. Harm minors in any way;
3. Impersonate any person or entity including, but not limited to, a WVSOM officials, forum leader, guide or host, or to falsely state or otherwise misrepresent your affiliation with a person or entity;
4. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through our e-mail service;
5. Upload, post, e-mail or otherwise transmit any content that the individual does not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
6. Upload, post, e-mail or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
7. Upload, post, e-mail or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "spam", chain letters, pyramid schemes or any other form of solicitation["chain letters", "pyramid schemes" and spam" are defined below];
8. Upload, post, e-mail or otherwise transmit any material that the individual suspects, knows or has reason to know contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
9. Interfere with or disrupt our e-mail service or servers or networks connected to the local WVSOM networks, or disobey any requirements, procedures, policies or regulations of networks connected to WVSOM;
10. Intentionally or unintentionally violate, through use of the e-mail account or service, any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange {including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ), and any regulations having the force of law;
11. Stalk or otherwise harass another; or
12. Collect or store personal data about other users;

G. Definitions. As used in the above-lettered provisions, the following terms are defined:

1. "Chain letters" are letters instructing the recipient to send out multiple copies, so that its circulation increases in a geometrical progression as long as the instructions are followed.
2. "Pyramid schemes" mean plans or promotions organized whereby fees, dues or anything of material value is paid or given by members of the plan to any other member of the plan, which provides for the increase in such membership through a chain process of member securing other new members and thereby advancing themselves in the group to a position where such members in turn receive fees, dues or things of material value from other members. See WV code §47-156-1, et seq.
3. "Spam" is unsolicited e-mail sent over the Internet.
4. "Stalk" means to harass or persistently pursue another person against his or her will, including communicating threats about that person or members of his or her family or friends.

H. Individuals should understand that WVSOM does not pre-screen content, but that Computer Services will have the right (but not the obligation), in their sole discretion, to refuse or move any content that is available via our e-mail service. Without limiting the foregoing, Computers Services will have the right to remove any content that violates the terms of service. Each individual agrees that he or she must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content. In this regard, each individual acknowledges that he or she may not rely on any content submitted to WVSOM or other parts of our e-mail service.

I. Individuals should understand and agree that WVSOM may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to:

1. comply with legal process;
2. enforce the terms of service;
3. respond to claims that any content violates the rights of third-parties; or
4. protect the rights, property or personal safety of WVSOM, its users and the public.

J. Individuals should understand that the technical processing and transmission of our e-mail service, including his or her content, may involve:

1. transmissions over various networks; and
2. changes to conform and adapt to technical requirements of connecting networks or devices.

- K. For the purposes of this policy statement, the terms “unopened e-mail”, “electronic mail which has not been opened”, or similar references, apply only to electronic messages received by a user but which have not been opened by the user. Once a message is opened by the user, it is no longer considered “unopened”, even if such message has not been moved or otherwise stored in another location.
- L. E-mail messages will be delivered to the addressees and will not be censored or interfered with in any way by WVSOM, unless Computer Services learns that a message contains a feature that will be harmful to software or equipment, such as a virus or worm.
- M. Individually-addressed e-mail communications may not be intercepted by any third party except as noted below (See Paragraph P). This does not prevent persons who have legitimately received electronic mail messages from forwarding such messages to third parties.
- N. Account holders may not use encrypting programs when engaging in e-mail communications.
- O. Under certain circumstances, the WVSOM Postmaster(s) may, in the course of his or her professional duties, access an individual's e-mail for legitimate management or maintenance purposes. The WVSOM Postmaster(s) will promptly designate in writing the identities of all such persons to the Director of Computer Services.
- P. If an occasion arises when a WVSOM officer or supervisor believes that access to an individual's e-mail account is required for the conduct of WVSOM business, the WVSOM individual is not available, and a system administrator is required to access the individual's e-mail account, the following procedure will be followed:
1. The WVSOM officer or supervisor will secure permission to access the e-mail account from the School's Legal Counsel, or, in the absence of such Counsel, the School's President.
  2. An appropriate form with the signature of the School's Legal Counsel will be presented to the system administrator allowing the system administrator to proceed to access the e-mail account.
  3. The individual whose e-mail account has been accessed will be notified as soon as possible by copy of the above-referenced form. Where necessary to ensure the integrity of investigation into the use of WVSOM computing resources, such notice may, with the approval of the School's Legal Counsel, be delayed until such time as the integrity of the investigation would no longer be compromised.
- Q. Upon termination or resignation where affiliation with the School has ended, the individual's e-mail account will be terminated and all information not retained by the supervisor will be deleted.
- R. While account holders may expect reasonable access to e-mail, this cannot be guaranteed to be at all times and in all circumstances.

### III. Physical Demands and Reallocation of E-mail Resources and Quotas

- A. The e-mail service is established as a means to transfer electronic communications between interested parties. It does not exist as a permanent repository for these communications and it is expected that the user will remove the communications from the server using the industry standard tools in a timely manner.
- B. E-mail quotas are set by administrative personnel and are established according to resources available, user characteristics and projected usage. These quotas will be adjusted periodically when resources or usage changes. E-mail accounts having no user activity for one year (that is, no user login to the service or e-mail forwarding) will be considered for deactivation. If possible, the user will be notified in time to make an appeal. Request for reactivation must be made in writing\* to the service administrator. A user may petition the service administrator for increased quotas. The user should request in writing\* the exact increase desired and demonstrate the expanding need or the inability to deal with the currently configured quotas. The request will be reviewed to determine its viability with respect to the service's functional status as well as institutional policy. The petitioning user's account also may be scrutinized to determine the legitimacy of the request. The user will be notified as to any change in service quotas granted toward the petition and when the changes will take place.
- C. In the event that service must be reduced then the adjustment in quotas will be made uniformly so as to impact the user base as little as possible. The users will be notified.

\*A change-in-e-mail-service form is available to aid the user in making e-mail quota change requests.