

## Privacy and Confidentiality Agreement for SFU Beedie Employees Using the Beedie Community (Orbis), SIMS and Blackbaud Systems

As an employee of Simon Fraser University, I understand that I have a legal obligation to protect personal information to which I have access through SIMS, Blackbaud, Orbis and other related University records and information systems. In accordance with the *Freedom of Information and Protection of Privacy Act*, University Policy I10.04 – *Access to Information and Protection of Privacy* and the *Registrar's' Confidentiality Policy* (at <a href="www.reg.sfu.ca/policies">www.reg.sfu.ca/policies</a>), I agree to protect all personal information to which I have access in the course of my employment with the University. I agree to use the personal information contained in any of the IT systems and platforms only for the purposes for which it was collected and purposes consistent with my employment responsibilities. I agree that I will only disclose personal information as permitted by law.

## **Restrictions on Use**

As an SFU employee, I shall not use the Services in any manner except as expressly permitted by the scope of work. I shall not, and shall not permit any person or entity (including, but not limited to, any Users) to, directly or indirectly, do any of the following: (i) reproduce, modify or attempt to modify the Hosted Service in any way; (ii) reverse engineer, disassemble or decompile the Hosted Service or otherwise attempt to derive source code from the Hosted Service, in whole or in part; (iii) sell, resell, lease, rent sublicense or otherwise transfer any of the rights granted to Customer with respect to the Hosted Service; (iv) remove, obscure or alter any proprietary rights notice pertaining to the Hosted Service; (v) circumvent, enable, modify or provide access, permissions or rights which violate the technical restrictions of the Hosted Service as described in this Agreement; (vi) access or use the Hosted Service in a way intended to improperly avoid incurring fees or exceeding usage limits or quotas; (vii) use the Hosted Service to engage in any unlawful or fraudulent activity or perpetrate a hoax or engage in phishing schemes or forgery or other similar falsification or manipulation of data; (viii) interfere with or disrupt the integrity or performance of the Hosted Service or third party data contained therein; (ix) interfere with or disrupt the Systems, or violate any third party regulations, policies or procedures applicable to the System; (x) cause, in Orbis' sole discretion, inordinate burden on the Hosted Service, or the System's resources or capacity; (xi) access or use the Hosted Service in order to build a competitive product or services or to copy any features or functions of the Hosted Service; (xii) impersonate or attempt to impersonate Orbis or its employees (including, without limitation, the use of e-mail addresses associated with any of the foregoing); (xiii) violate any laws, rules or regulations that are in respect of use of the Hosted Service.

I understand that discipline up to and including dismissal, may result if I access, collect, use, disclose, or dispose of personal information without authority. I understand that my legal obligation does not end with my employment at Simon Fraser University but continues in perpetuity and that failure to keep confidential the personal information of individuals is grounds for legal action.

Signature:

Department / Unit at Beedie (Please print):

Name (Please print):

Signature Date (YYYY-MM-DD):

By my signature I acknowledge that I have read, understand and agree to this privacy agreement.