

COMPUTER RESOURCES USER AGREEMENT - NON-COMMONWEALTH EMPLOYEES

User's name (print) _____ Supervisor _____

Company or agency _____ Phone no. _____

A. All Users: Your signature below indicates your understanding of, and agreement with the following provisions applicable to all computer resources provided:

1. Agree to use computer resources provided by the Commonwealth of Pennsylvania ("commonwealth"), including but not limited to personal computers ("PC"), cellular/smartphones, tablets, computer hardware, software, network access, communications systems, e-mail access, Internet access, and any other internal and external computer-related systems and protocols, in accordance with all employment, technology, and security policies applicable to Commonwealth employees, including but not limited to:

Executive Order: 1980-18 Amended (*Code of Conduct*), 2002-4 (Prohibition of Sexual Harassment in the Commonwealth)

Management Directive: 505.7 (Personnel Rules), 205.34 (IT Acceptable Use Policy Review & Acknowledgement), 210.5 (Electronic Records Management)

Manual: 210.9 (Retention and Disposition of Records Created on Electronic Mail (E-mail) Systems)

L&I OIT Policy: APP-001 (Release of Protected Data), PLT-002 (Disposition of IT Equipment and Electronic Waste Products), SEC-004 (Computer and Information Security), SEC-005 (Identification and Authentication of Users on New L&I Computer Systems), SEC-006 (OIT Secured Area Access and Physical Security), SEC-007 (Contractor Account Administration), SEC-008 (Security Incident Response Policy), SEC-011 (Remote Access to the Commonwealth Network), SEC-013 (Access Management) & SEC-014 (IT Equipment Restrictions)

2. Agree to use commonwealth-provided computer resources for purposes related only to those duties required by the user's employment with the commonwealth indicated above and not to misuse the computer resources in any way, including but not limited to physical abuse of computer resources, use for non-employment-related purposes, unauthorized divulgence of confidential commonwealth-related information, unauthorized divulgence of confidential computer passwords, illegal activities, harassment of or discrimination against local or remote individuals, the creation of a hostile work environment, defamation of others, unauthorized transmission or receipt or other infringement of proprietary material (e.g., copyrighted video, audio works, software, publications, trademarks or service marks), non-compliance with software licensing requirements, attempted unauthorized access to computer files, databases, or systems (e.g., hacking, cracking), or downloading or use of obscene or other offensive materials. ***The user understands and agrees that information, software, or other data, files, or programs that may be discovered on the computer resources, including computer hard drives, is the property of the commonwealth and the user is to consider such to be privileged, confidential, and protected from disclosure, including under all applicable laws. In the event that, upon the user's receipt of the computer resources or at any other time, any commonwealth-related information, software, or other data, files, or programs are discovered on any commonwealth-provided computer resource, the user agrees: (a) to immediately notify in writing the commonwealth agency using the address listed at the end of this form; (b) to provide or otherwise make available the computer resources for the commonwealth's examination and appropriate action, which may include, e.g., the removal and replacement of the hard drive or other computer resources; and (c) not to use for any purpose, divulge, duplicate, or otherwise record in any form, the discovered information, software, or other data, files, or programs.***

3. Understand that access to commonwealth-provided computer resources exists only while the user is employed by the company/agency indicated above and assigned duties requiring access to commonwealth-provided computer resources.

4. Understand that neither family members nor other persons are permitted to use commonwealth-provided computer resources. Sensitive Commonwealth data, including but not limited to, personally identifiable information (PII), Social Security Administration or Federal Tax information may not be captured by photography, recorded, disclosed, or released to any unauthorized persons, social media or networking sites, or other public websites.

5. Agree that the user will not use commonwealth-provided computer resources to make or attempt any unauthorized access to any other person's files or to a commonwealth or non-commonwealth computing facility.

6. Agree that the user will not use Commonwealth-provided computer resources to conduct or attempt to conduct unauthorized activities to assess network security.

7. Agree that access by non-commonwealth-provided computer resources (e.g., privately owned PC, memory stick, secure digital (SD) card, cellular phones, smart phones, tablets, personal digital assistant (PDA), digital cameras, wireless access point) through any means (e.g., USB, blue tooth, fire wire, computer networking) with Commonwealth provided computer resources (e.g., via dial-up or infrared access) will be governed by the requirements for use set forth in this Computer Resources User Agreement, and by L&I OIT Security Policy C-330.

8. Agree to report any observed violations of or attempts to violate the security provisions of this agreement to the user's security or technical coordinator as defined in L&I OIT Security Policy SEC-004, and to the head of the company/agency indicated above.

9. **Non-privacy of communications, messages, and files:** Users have no expectation of privacy of their communications, messages, and files made, transmitted, received, or stored on or through commonwealth-provided computer resources. Even when computer resources may be password-protected, there is no special confidentiality or privacy conferred on communications, messages, or files by law, policies, or practices of the commonwealth. The user's signature on this Computer Resources User Agreement indicates the user's agreement to this provision and the following understandings:

- (a) Understand that, with no notice to the user, network administrators routinely monitor and make backup copies of certain commonwealth-provided computer resources, including but not limited to the desktop, network use, communications systems, e-mail messages, and Internet sites log, to assure the smooth functioning of the computer resources and that they may have the ability to view the user's files, messages, or other communications.
- (b) Understand that the commonwealth may review, with no notice to the user, the user's files, messages, or other communications and, if misuse of the computer resources is discovered, record or otherwise use them as a basis for legal action against the user and/or the company/agency indicated above, or use them as evidence in litigation. Misuse of commonwealth-provided computer resources may also result in prosecution under applicable federal and state laws and/ or required reimbursement to the commonwealth for damages.
- (c) Understand that the commonwealth may be subject to subpoenas or other court orders requiring the recording and/or release of the user's files, messages, or other communications, and that the commonwealth may comply with those subpoenas or court orders.
- (d) Understand that the commonwealth may be subject to subpoenas or other requirements to release information to parties in litigation involving the commonwealth, and that the user should use discretion in the content of any electronic communications.

B. Internet/Intranet/Extranet users: Your signature below indicates your understanding of, and agreement with the following additional provisions applicable to all Internet/Intranet/Extranet services provided:

- 1. Agree to adhere to the security policies of the sites the user accesses.
- 2. Agree not to reveal commonwealth-related information in conjunction with Internet use without authorization (e.g., message boards, newsgroups, chat rooms).

C. E-mail users: Your signature below indicates your understanding of, and agreement with the following additional provisions applicable to all e-mail services provided:

- 1. Understand that e-mail and the systems involved in the transmission and storage of e-mail are backed up routinely to prevent accidental loss of data, and that even if a copy of an e-mail message is deleted, another copy may exist in archives.
- 2. Understand that e-mail must be used with discretion, because e-mail signatures can be forged just as can a written signature, messages can be altered easily and then redistributed so that the new recipients cannot detect the alteration, and messages can be forwarded well beyond the intention of the original sender.

D. Remote access (VPN) users: Your signature below indicates your understanding of, and agreement with the following additional provisions applicable to all dial-up services provided:

- 1. Understand that permission to remotely access L&I systems exists only while in the job for which the user was originally given access.

By signing below, I agree to abide by the requirements set forth above for the types of access I have to commonwealth provided computer resources. I specifically agree to the monitoring of communications and non-privacy provisions set forth above. I understand that any violation of this agreement may result in loss of access or services, legal action, prosecution under federal and state laws, or termination from employment.

User's signature: _____ Date: _____

User's Initials (initial line beside each service to be provided):

PC and PC software: _____ E-mail service: _____

Remote access (VPN broadband/dial-up) service: _____ VDI service: _____

Company/Agency head's approval: _____ Date: _____

Sponsoring program area approval: _____ Date: _____

Duration of permitted access: _____

L&I's department network coordinator approval: _____ Date: _____

Commonwealth agency address:

**Office of Administration, Office of Information Technology, Employment Banking and Revenue
Enterprise Security & Compliance Section (ESC)
3rd Floor, Labor and Industry Building
7th and Forster Streets, Harrisburg, PA 17120**