

Texas A&M System Member Data Use Agreement

- Revised: June 13, 2024

Please read the following agreement carefully and completely before agreeing.

This Agreement applies to any user of Texas A&M System member institution (hereafter referred to as "institution") Information Resources. The purpose of this Agreement is to inform you of your principal obligations concerning the use of institution Information Resources, and to document your Agreement to abide by these obligations.

"Information Resources" has the meaning defined in Texas Government Code § 2054.003(7): ". . .the procedures, equipment, and software that are employed, designed, built, operated, and maintained to collect, record, process, store, retrieve, display, and transmit information, and associated personnel including consultants and contractors." Additionally, data impacted by the aforementioned is included as Information Resources.

Under Texas Administrative Code §202.72(3), the user of an information resource has the responsibility to:

- (A) use the resource only for the purpose specified by the institution or information-owner;
- (B) comply with information security controls and institution policies to prevent unauthorized or accidental disclosure, modification, or destruction; and
- (C) formally acknowledge that they will comply with the security policies and procedures in a method determined by the institution head or his or her designated representative.

Confidential and Controlled Information

As an employee of the member institution, you may have access to confidential or controlled information through use of institution Information Resources or through your associated activities with institution information systems. Confidential and controlled information includes identifying information, federal tax information, personal health information, criminal justice information, or any information that is classified as confidential or controlled by federal or state

law, by institution policy, or is defined as “Personal Identifying Information” under Texas Business and Commerce Code §521.002(a)(1) or “Sensitive Personal Information” as defined by Texas Business and Commerce Code §521.002(a)(2).

As a user of institution systems, you are required to conform to applicable laws, Policies, Regulations and institution Rules, Standard Administrative Procedures and Controls governing confidential and controlled information.

Your principal obligations in this area are outlined below. You are required to read and to abide by these obligations.

I UNDERSTAND THAT:

- In the course of my job, I may have access to confidential and controlled information related to:
 - Customers, employees, users, contractors, and volunteers (e.g., records, conversations, applications, financial information). This may include any information by which the identity of a person can be determined, either directly OR indirectly.
 - institution functions (e.g., information protected by the attorney-client and attorney work product privilege, financial information, employment records, contracts, federal tax information, internal reports, memos and communications.).
 - Third parties (e.g., vendor information, customer information, contracts).

I AGREE THAT:

- I will, at all times, safeguard and retain the confidentiality, integrity and availability of confidential and controlled information.
- I will only access confidential and controlled information for business needs.
- I will not in any way divulge, copy, release, sell, loan, review, alter, or destroy any confidential or controlled information except as authorized.
- I will not misuse or carelessly handle confidential and controlled information.
- I will ensure that confidential and controlled information when appropriate, including when emailing such information outside the institution and when storing such information on portable electronic devices and portable storage devices is encrypted.

- I will safeguard and will not disclose my password or other authorization I have that allows me to access confidential and controlled information, except as permitted by law.
- I will report activities by any other individual or entity that I suspect may compromise the confidentiality, integrity or availability of confidential and controlled information.
- My privileges hereunder are subject to periodic review, revision, and if appropriate, renewal.
- I have no right or ownership interest in any confidential or controlled information referred to in this Agreement. The institution may revoke my access to confidential and controlled information at any time and without notice.

Authorized Use

I AGREE THAT:

- I will use Information Resources only for official state-approved business.
- I will not use Information Resources for personal reasons unless there are specific limited use exceptions permitted by the institution division to which I am assigned.
- I have no right to expect privacy in my use of institution Information Resources or in the content of my communications sent or stored in institution Information Resources. All user activity is subject to monitoring, logging, and review.

Personal Security Identification Codes (User IDs and Passwords)

I AGREE THAT:

- I will receive and will be required to use a personal security identification code (e.g., User ID and Password) to gain access to and to use Information Resources.
- My user ID and password are security measures that must be used only by me and I will not disclose my password to anyone.

- I will be held personally responsible for any transactions initiated, actions taken, or for any harm, loss, or adverse consequences arising from the use of my user ID and password, including any unauthorized use by a third party if such party gains access to my user ID and password due to my misconduct or failure to abide by institution policy.

Software

I AGREE THAT:

- I will only install or use software on institution computers that has been properly licensed and approved for my use in accordance with institution policies and procedures.
- If installing or authorizing the installation of software on institution computers, I will be responsible for ensuring that such software is only used in a manner that complies with the terms of the applicable software license agreement and all applicable institution policies and procedures.

Access to Data

I AGREE THAT:

- Proper authorization is required for access to all data owned by institution, except data that has been authorized by the institution for public access.
- I will not attempt to access or alter any data that I am not authorized to access in the performance of my job duties or incidental use.
- I will use appropriate measures to prevent others from obtaining access to institution data, such as securing my workstation either by logging off or using a password-protected screen saver.
 - Before leaving a workstation with access to files containing confidential or controlled information, I will log-off or activate a password-protected screen saver.
 - If I receive a request for the release of institution information or data, I will follow institution's policies and procedures for the release of information.

Security of Equipment

I AGREE THAT:

- I will not remove Information Resources from institution property without proper prior authorization and approval of staff with appropriate authority.
- I will immediately report all security incidents, including the loss or theft of any Information Resources or data, to institution management and to the institution Information Security Officer.

I AGREE THAT:

- I am required to be aware of, read, and comply with the information presented in my institution's Rules, Standard Administrative Procedures (SAPs), and Controls, regarding information security.
- I must also comply with the Rules, SAPs, and Controls concerning Information Resources set out by my institution as well as any changes to those policies.
- I must comply with the information security practices and guidelines of the institution division that employs me, including any changes to those practices and guidelines if such practices and guidelines exist.
- My failure to comply with this Agreement may result in loss of access privileges to institution Information Resources or other disciplinary action up to and including termination for employees; termination or alteration of employment relations in the case of temporaries, contractors, or consultants; or dismissal for interns and volunteers. Additionally, individuals could also be subject to additional civil liability, and/or criminal charges.

System Member Rules, SAPs, and Controls

Please review the rules, SAPS and Controls for your institution or agency.

[Texas A&M AgriLife Extension](#)

[Texas A&M AgriLife Research](#)

[Texas A&M Forest Service](#)

Texas A&M University

- [Texas A&M Information Security Controls Catalog](#)
- [Texas A&M University Rules and SAPs](#)

Texas A&M University at Galveston

- [Texas A&M Information Security Controls Catalog](#)
- [Texas A&M University Rules and SAPs](#)

Texas A&M Health Science Center

- [Texas A&M Information Security Controls Catalog](#)
- [Texas A&M University Rules and SAPs](#)

Texas A&M International University

- [SAP 29.01.03.L0.01, Information Resource Acceptable Use](#)
- [TAMIU Rules and SAPs](#)

Texas A&M Transportation Institute

- [Texas A&M Transportation Institute Security Controls Catalog](#)
- [Texas A&M Transportation Institute Rules](#)

Texas A&M University – Central Texas

I understand that I am under financial liability for loss or damage to all university items in my custody, if the loss or damage results from my negligence, intentional act, or failure to exercise reasonable care to safeguard, maintain, and service the item(s).

If the item(s) are no longer in my custody, I will inform my Accountable Property Officer (APO) and my Alternate Accountable Property Officer (Alt APO) in writing within 24 hours of the removal or loss to the item(s). Prior to transferring to a new department, or leaving employment of the university, I will return the item(s) in working condition to my department APO / Alt APO.