

ELECTRONIC COMMUNICATIONS POLICY

Adopted: 02-Feb-2013
by the Executive Board

Revised: N/A
by the Executive Board

1.0 Policy and Purposes

The Association uses various forms of electronic communication and data services to conduct its business. This policy is adopted to ensure the quality of Association services, ensure a discrimination-free environment, and comply with other laws and regulations.

2.0 Ownership and Review of Data

2.1 Users using the Association's accounts are acting as representatives of the Association. The Association at all times retains ownership of, and title in, any all electronic communication and data services provided to any user (except to the extent title or an interest remains vested in a third party provider of the service).

2.2 The Association also retains ownership of all Association data sent to or from, generated on, contained on, or transmitted or received by, all services. Subject to Section 2.3, the Association has, and expressly reserves, the right to inspect any data contained in, received or transmitted by, generated on, or sent to or from, any electronic communication or data service. Such an inspection may take place at any time, with or without notice to the user, and for any purpose deemed acceptable by the Association in its sole discretion.

2.3 Absent a valid request from a law enforcement agency or legal tribunal or an order adopted by the affirmative vote of two-thirds of the Executive Board, the Association will not exercise its rights of inspection. Notwithstanding the Association's right to retrieve and read any e-mail messages, such messages should be treated as confidential by other users and accessed only by the intended recipient. Users are not authorized to retrieve or read any e-mail messages that are not sent to them and cannot use a password, access a file, or retrieve any stored information unless authorized to do so.

3.0 Access to and Use of Google Apps

3.1 Google Apps is the chief technology for internal and external electronic communication, scheduling, and document development and retention. The Executive Board expects each officer and volunteer to effectively use this tool.

3.2 The Association will provide Google Apps user accounts to all Association officers, including, without limitation, committee chairs and publication editors. Volunteers or contractors will also be provided accounts as appropriate on a case-by-case basis. Accounts will be revoked on request of the user or by the Information Technology Officer when the user ends their relationship with the Association that provided them with access.

3.3 Each person with a nava.org user account is responsible for using this tool when communicating by e-mail with other officers and volunteers, members and the public, for maintaining an electronic calendar, and for using the electronic document storage system.

3.4 Users are required to sign an acknowledgment form before receiving access to the Association's services and data. The acknowledgement form is found in Schedule A of this policy.

4.0 Calendar Guidelines

The electronic calendar is the Association's primary scheduling tool for internal and external engagements. All officers and volunteers are responsible for keeping their calendar current and up-to-date. This includes marking the electronic calendar for all periods of general unavailability for Association meetings and business.

5.0 Prohibited Uses

5.1 Users are not authorized to transmit Association data from any service to any person other than in furtherance of the interests of the Association. For example, an user may not transmit Association data from any service to the user's home computer system for personal use, use by a friend, or use by another association, business or other party.

5.2 Notwithstanding any other provision of this policy, users are strictly prohibited from using any service or data in any manner which may violate any federal, state, or local law, regulation, or ordinance. Users are not authorized to use any service or data in any unlawful manner, and no officer or other user of the Association has the ability to authorize unlawful use of any service. Users are responsible for ensuring that the user's use of any service or data complies with all applicable laws.

5.3 Without limiting the generality of the foregoing, users are specifically prohibited from using any service or data for any of the following purposes: unlawful surveillance, wiretapping or eavesdropping; the retrieval, receipt, viewing, storage, or transmission of obscene, pornographic, or offensive communications; and harassment of any person, including sexual, racial, religious, and other forms of unlawful harassment. The e-mail system may not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization or as permitted by the doctrine of fair use.

6.0 Use of Services for non-Association Purposes

Users are required to limit their non-Association use of a service, if any, to unanticipated and exigent circumstances. Any non-Association use of a service is at the sole and exclusive risk of the employee. The user is solely responsible for any claim, expense, damage, or liability that may arise from any non-Association use of a service. Any use of a service which is not supported by documentation or other information sufficient, in the sole discretion of the Association, adequately to demonstrate the Association-related nature of that use, shall be deemed to be non-business use. Any billing, costs, or other expense attributable to any non-Association use of Equipment issued to a user is the sole responsibility of the user, and will be billed through to the user by the Association.

5.3 Without limiting the generality of the foregoing, a user may not use an Association e-mail account, other service, or any data for the purpose of conducting any commercial business, including without limitation a consulting or appraisal service.

6.0 Remedies

Any breach of this policy will subject a user to disciplinary measures, up to and including discharge from service or removal from office.

SCHEDULE A
Acknowledgement Form

I have read the North American Vexillological Association's Electronic Communications Policy and agree to abide by it as consideration for my being granted a user account. I understand that violation of any portion of the Policy may result in disciplinary action up to and including revocation of my account, discharge of service, or removal from office.

Signature of User

Printed Name of User

Date