

Service agreement on the use of e-mail

The following service agreement is concluded between the University of Kassel, represented by the President, and the Staff Council:

1. Objective

The aim of this service agreement is to enable the appropriate use of e-mail systems, to protect the legitimate interests of employees and to specify the participation rights of the Staff Council.

2. Scope and information

This service agreement applies to all employees of the University of Kassel who are in a civil service, employment or vocational training relationship, with the exception of student assistants. It shall be brought to the attention of the staff members. Newly hired staff members will receive a copy of this service agreement before they start work and will confirm in writing that they have taken note of it.

3. Use

E-mail access is available to staff as a working tool within the scope of their duties and serves in particular to improve internal and external communication.

4. Privacy

The employees are obligated to maintain data secrecy in accordance with Section 9 of the Hessian Data Protection Act (HDSG).

Only the recipient of the respective message is permitted to take note of content or traffic data and to forward e-mails, unless the recipient consents to the taking note or forwarding of this data in individual cases or this is permitted in this service agreement.

Traffic data pursuant to Section 3 No. 30 of the German Telecommunications Act (TKG) is stored for a period of 24 hours for the purpose of analyzing and correcting technical errors.

An evaluation of the logged traffic data by the University is only permitted if there are actual indications of violations of official or work duties, in particular for misuse of the e-mail system, for administrative offenses or for criminal offenses in the employment relationship, and the Staff Council has expressly consented to the evaluation in advance.

5. Ensuring electronic accessibility in the event of absences from central administration and central facilities

In the event of at least a full day's absence, the maintenance of e-mail correspondence must be ensured. This is done by having the staff member give his or her deputy read access to his or her e-mail account or by leaving an absence note. The absence note must indicate the expected period of absence and the person or electronic mailbox to which e-mails are to be sent during this time.

If the deputy does not have read access, in the event of an unplanned absence of the staff member, the supervisor or the staff member must arrange for the responsible administrator of the IT service center to activate an out-of-office notification with the information that incoming e-mails cannot be retrieved from this e-mail account until further notice and to which person or which electronic function mailbox the e-mails are to be directed instead. E-mails received until the activation of the out-of-office notification will be viewed by a trusted third party to be named by the employee. If no trusted third party is or will be appointed, the sender of the e-mails received until the activation of the out-of-office note shall be informed by the administrator as defined in sentence 1 of this paragraph.

6. Other areas

Sections 1 to 4, 7 and 8 of this service agreement apply to the entire university. Item 5 applies to the Central Administration and the Central Facilities. The central administration includes the organizational units shown in Appendix 1 to this service agreement. Central facilities are the IT Service Center, the University Library, UniKasselTransfer, the Teaching Service Center, the International Study Center and the University Workshops. Other areas may apply Clause 5 by declaration or make deviating arrangements; in both cases, this requires the approval of the Staff Council and announcement in the respective area.

7. Responsible personnel

The administrators responsible for the e-mail systems and their absentee representatives must have the qualifications required to perform their duties. In addition, in accordance with the provision of M 3.10 of the catalog of measures for basic IT protection of the Federal Office for Information Security, they must be able to be trusted by the university to a high degree. Accordingly, only those persons may act as administrators or as their absentee representatives who have the appropriate reliability, which requires compliance with the legal regulations on IT and data protection (laws, service agreements and instructions, etc.). Violations of these regulations constitute violations of service or work duties and may result in measures under service or labor law. Serious or repeated violations preclude employment as an administrator or absentee representative.

Only administrators of the IT Service Center, "Application Management" department, are responsible for the procedure in accordance with Section 5, 2nd paragraph of this service agreement. Contact is made via the IT service desk.

Supervisors who encourage, request or instruct employees to take measures that violate this service agreement or other IT and data protection regulations are committing a breach of duty or work obligation. Such conduct may result in consequences for the supervisor under service or labor law.

Insofar as external service providers, contractors, temporary workers or employees not represented by the Staff Council are commissioned with the administration of e-mail programs or servers, the University shall oblige them to comply with this service agreement and other IT and data protection regulations. In the event of breaches of duty, the University will terminate the contractual relationship.

8. Final provisions

This service agreement comes into force on 06.12.2010.

Amendments and supplements to this service agreement must be in writing in order to be effective.

This service agreement may be terminated by giving 6 weeks' notice to the end of a calendar quarter. Termination must be in writing and must be justified. The service agreement remains applicable until a new regulation comes into force.

The representatives of the severely disabled and the women's representative were involved.

Kassel, 29.11.2010

The President
The Staff Council
By proxy

counted. Robert Kuhnges
(Dr. Robert Kuhn)
Council)

. Elisabeth Beltz
(Elisabeth Beltz, Chairwoman of the Staff