**VIRGINIA BEACH CITY PUBLIC SCHOOLS**

(Rev.4/27/15)

**Department of Technology**

**Non-Employee Network Access Terms and Acceptable Use Agreement**

### **Understanding of Liability**

This Agreement sets forth the terms and conditions under which the School Board of the City of Virginia Beach also known as Virginia Beach City Public Schools (VBCPS) will grant remote network access to a Non-Employee. VBCPS network resources include all computer equipment, data, databases, files, and software (collectively referred to as the “System”). VBCPS requires appropriate, efficient, ethical, and legal utilization of the System by Non-Employees. Any violation of the provisions stated below may result in revocation of access privileges and/or legal action. This Agreement shall be governed by the laws of the Commonwealth of Virginia and the parties designated by the Circuit Court of the City of Virginia Beach, Virginia, for the purposes of all litigation and venue.

1. Access to the System must be for the express purpose of conducting or participating in VBCPS business. Personal use of VBCPS Technology resources is prohibited
2. All communication or information stored on or transmitted via the System is the sole property of VBCPS. VBCPS has the right, without creating any obligation to do so, to access, audit, and monitor any communication or information the Non-Employee creates, stores, sends or receives in connection with the Non-Employee’s use of the System. Information obtained in the course of such actions may be used or disclosed by VBCPS, at its sole discretion or election, to third parties to comply with state, federal and local laws, regulations, court orders, subpoenas, governmental or administrative procedures or Virginia Beach School Board Administration policies and regulations without notice to Non-Employees.
3. Non-Employee shall comply with all United States copyright, trademark, trade secret, and patent laws, as well as, all applicable local, state and federal laws.
4. Non-Employee shall scan or screen for viruses and other malicious codes, all data, files, graphics and software that Non-Employee uploads to the System.
5. Non-Employee shall indemnify and save harmless VBCPS from and against all liability, claims, lawsuits, damages, penalties, fines, and costs (including reasonable attorneys’ fees) arising or alleged to arise from the unauthorized use or access to VBCPS technology and network resources and the violation of any applicable local, state, or federal law pertaining to the use of electronic information resources.
6. Any misuse of the System is expressly prohibited. The term “misuse” includes, but is not limited to, the following actions:
* Using the System, intentionally, negligently or otherwise to access, send, receive, print, display, perform or otherwise disseminate material, in either text or graphic form, that may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious;
* Attempting to access a part of the System for which the Non-Employee has not been granted authorized access to, or using or otherwise undermining or circumventing security devices, procedures, or access restrictions within the System or anywhere else via the System;
* Downloading, using, or installing any unauthorized or unlicensed software or data, including without limitation, screen savers, games, time or logic bombs, lockout or disabling devices or code, Trojan horses, viruses or worms;
* Using or installing any encryption algorithm or software program not authorized by VBCPS, or to encrypt or encode data without the express permission of VBCPS and without taking precautionary measures to ensure that VBCPS (1) has copies of all encryption software used and the specific code, key, password and seed Non-Employee used to encrypt the data; and (2) will be able to access the encrypted data; and
* Using the System to copy, send, receive, print display or otherwise disseminate data that contains or includes confidential or proprietary information of either VBCPS or its officials and employees without authorization or to any person who is not authorized to receive such data
* Using the internet resources for commercial profit is prohibited.
* E-mail is to be used only for everyday business purposes and the computer at work is the property of VBCPS.

**7. CONFIDENTIALITY**

Non-Employee hereby acknowledges that the information that it may receive or access may be confidential student records protected from disclosure to unauthorized parties by the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, 34 C.F.R. Part 99. As an agent of the School Board, the Non-Employee hereby agrees that it will protect the confidentiality of these records and not disclose the information to any other party without the prior consent of the parent or eligible student. Failure to comply with this provision will result in the Non-Employee losing the right to access personally identifiable information from the School Board education records for a period of five years. Non-Employee may not release information concerning the student (including names, address, telephone number, email address, or other identifying information) without the express written consent of VBCPS and the parent or eligible student. Non-Employee may not use any such information for any purpose other than the provision of services under this Agreement.

*I have read, understand, and unconditionally agree to comply with all of the provisions in the* ***Non-Employee Network Access Terms and******Acceptable Use Agreement***.*I understand that any violation of this agreement shall be grounds for, without limitation, revocation of access privileges and/or legal action.*

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| --- | --- | --- | --- | --- | --- |
| **Printed Name:** |  | **Signature:** |  | **Date:** |  |
| **Committee/****Group** | **Student Teacher/Guidance Intern** | **Phone Number** |  |  |  |
| **DOB:**  |  | **Last 4 SSN:** |  |  |  |