

Year Level:

House:

IONA COLLEGE STUDENT LAPTOP PROGRAM ACCESS AGREEMENT

Student's Name:

Tutor Group:

The parties to this Agreement are:

1. Iona College (the "**College**"); AND

2. _____
_____ (the "**Parents**").

In the event of any inconsistency between this Agreement and any information or policies issued by the College related to the subject matter hereof, this Agreement shall prevail to the extent of the inconsistency.

1. INTRODUCTION

Under the Student Laptop Program ("**SLP**"), the College is providing computer hardware compatible to our network to the Student for use both on and outside school premises. The computer hardware is and will remain the property of the College but the Students will be offered sole-use for the duration of their attendance at the College and access to the SLP. The purpose of the SLP is to increase educational knowledge and access to the College curriculum, including preparation of assignments and projects.

2. BEST PRACTICE USAGE

- a) The College will provide the Student with best practice usage advice and information from time to time.
- b) Students will be entitled to access internet based services recommended by the College for the purpose of delivering the curriculum at school and outside of school through the computer hardware provided by the College. For the purposes of accessing networks other than the school network, the Student will be entitled to configure network access on the laptop supplied to him under this Agreement including access to printers and other devices on such other networks. In the absence of written network access prohibitions issued by the College, the Student may access any network.
- c) The College has processes for effective full-time monitoring and a Cyber Safety Policy, which addresses such usage. The College shall share the Cyber Safety Policy (as amended) and its monitoring processes with Parents.
- d) The College will highlight the risks which effective usage guidelines and monitoring processes should manage for the Parents' information.

- e) The College has set applicable rules for usage of the computer hardware which the Student must comply with at all times. The College will supervise usage by the Student within school hours and on school premises. Nothing in this clause prevents the College from enforcing or investigating (as the case may be) any rules applicable to usage of computer hardware outside of school hours and off school premises should it become aware of any suspected or actual breaches.

3. *THE OFFER*

The College hereby makes an offer of sole-use of a computer to the Student for use at school during school hours and outside school hours and off school premises in accordance with the usage requirements set by the College.

4. *CONTROL AND OWNERSHIP OF THE COMPUTER*

- a) The computers are and remain the property of the College.
- b) Nothing in this Agreement transfers ownership to the Parents or the Student. The Student is provided sole-use of the computer hardware.
- c) This school property must therefore not be lent to others for their use.

5. *RESPONSIBILITIES*

- a) It is the responsibility of the College to:
 - 1. raise awareness in the Student of the proper use of technology and the consequences of misuse by regularly impressing upon, updating and educating the Student; including with respect to the provisions set out in the Student Agreement;
 - 2. provide the Student with a computer and accessories that are sound and fit for the purpose, which are guaranteed not to be in breach of any applicable law or policy or provision of this Agreement;
 - 3. recommend in writing or clearly in class to Students any additional software, services and resources appropriate to Student needs stating in detail the source from which such material may be obtained;
 - 4. supervise the use of the computer during school hours and other school-managed times and circumstances (where the school has the duty of care).
 - 5. fulfil necessary maintenance as expressed in this Agreement;
 - 6. respond to any issues of misuse occurring during College hours under the Cyber-safety Policy;
 - 7. offer support and advice to Parents who are reporting and/or responding to incidents of misuse occurring out of school hours;
 - 8. provide information on the College website to guide parents in best practice for responsible use outside of school hours and premises;
 - 9. follow mandatory reporting obligations as required by law; and keep confidential any network access configuration details stored on any computer hardware and to delete the same in the event the same

computer hardware should be used by any other than the named Student in this Agreement.

b) It is the responsibility of the Parents to:

1. encourage and impress upon the Student the importance of the safe keeping of the computer hardware;
2. return the computer hardware and peripherals in a condition compliant with this Agreement if departing the school, surrendering possession upon or around departure;
3. encourage and impress upon the Student that the College usage policies should be incorporated into his usage habits at all times of his interaction with the College computer hardware and the SLP, and confirm to him that the computer is for educational purposes;
4. co-operate with the College to promote cyber-safety for all students;
5. supervise the use of the computer after school hours and in other circumstances (where the parent has a duty of care). Supervision could either be a physical presence in an open, highly-visible living space or via electronic means through appropriate computer activity logging software.

6. *COST TO PARENTS*

The costs of the SLP to Parents are set out in subparagraphs (a) through (f) of this clause.

- a) The computer hardware is provided with College licensed software already loaded together with adequate anti-virus, anti-malware and other protective software at no additional cost to Parents.
- b) College computer hardware maintenance is provided at no additional cost.
- c) Following the commencement of a College disciplinary procedure, should the student maliciously and knowingly install software that damages the Standard Operating Environment of the College, a "reimage" fee (currently \$35) will be charged.
- d) Damage to the College owned computer hardware provided under this Agreement will be covered by applicable warranties and/or accidental damage insurance policies. To the extent that any hardware damage is deemed deliberate and cannot be recovered under any applicable warranty and/or accidental damage insurance policy, the Parent of the responsible Student shall be liable to replace or repair the damaged computer hardware. This liability shall be limited to the cost of the supply of comparable computer hardware should the damaged item be rendered unusable for its original purposes as determined by the College. Any cost or liability will be determined by the hardware manufacturer in consultation with the College
- e) Repair of the College owned laptop can only be performed by a representative of the hardware manufacturer in consultation with the College.

- f) The Parent of the responsible Student shall be liable for any loss of the college owned computer hardware or peripherals such as a stylus provided under this Agreement. This liability shall be limited to the cost of the supply of comparable computer hardware at market value.

7. MAINTENANCE

The College will carry-out the necessary maintenance on the computer in respect of both hardware and software. This includes ensuring that anti-virus, anti-malware and other protective software definitions are up to date.

8. TERMINATION

This Agreement will be automatically terminated upon cessation of:

- a) the Student's access to the SLP; or
- b) enrolment of the Student at the College.

9. OUT OF SCHOOL HOURS AND CONSEQUENCES FOR MISUSE

Parents acknowledge by their signature that:

- a) the Student has certain responsibilities under clause 5(b);
- b) Criminal Law imposes penalties upon those who at any time break applicable laws by misuse of technology;
- c) the College is entitled to utilise the disciplinary procedures available to it for misuse of College owned computers;
- d) the College has mandatory obligations to report certain circumstances of misuse to relevant authorities for violations of applicable laws;
- e) the Cyber Safety Policy, which addresses the management of misuse of technology, is available on the College website;
- f) the College has set usage requirements for the Student of the College owned computer hardware and access to the SLP in the best interest of the Student, other students and staff;
- g) the College is always available for pastoral support and advice to Parents to assist in managing the risks of misuse by a student.

Parent's Signature _____

Iona College _____