



# STUDENT ICT SERVICES AGREEMENT

Attached is a copy of the Student ICT Services Agreement. Please sign and return the last page and keep the remainder of the document for your records. It is important you understand your responsibilities in relation to the security, care and use of the device.

## Student ITC Services Agreement

This Student ICT Services Agreement ("Agreement") is made between St Joseph's College, Mildura ("college"), its students and their parent/guardian, and states the agreement of the parties as follows.

The laptop device will be used at the college to support student learning. It can also be taken home and used to complete college related tasks. Students will purchase an e-book package as part of their booklist, which they will access on their college owned device. It is important that students and parents are familiar with the terms under which these devices can be used within the college environment.

### 1. PURPOSE

- 1.1 Portable technologies are a valuable teaching resource and their appropriate use in promoting learning is encouraged. They are often excellent sources of information or portray places, people, events and emotions that otherwise would be difficult to capture in the classroom setting. Portable technologies provide a window into a wider world; they challenge students to greater understanding of issues and demand well-considered responses. They are part of an active learning program.

### 2. DEVICE USE

- 2.1 Students will be expected to bring their device to the college fully charged every day. The device will be connected to the college network, allowing students to access resources on the internet and the college's intranet anywhere on the college grounds.
- 2.2 Students are permitted to take their device home with them at the end of the college day to assist in the completion of college work. The device is only permitted to be used by the student to whom it has been allocated. Devices are equipped to connect to other Wi-Fi networks, but this will depend on the functionality of your home setup. Our Technical Support Team are unable to offer any support with your home network compatibility.
- 2.3 All device use, whether at home or at the college, must be within the terms of the St Joseph's College Student Device Acceptable Use Policy. This means students need to be aware of copyright requirements regarding the storage of music and videos as well as community standards for accessing and storage of inappropriate material.
- 2.4 The primary use of the device by the student is for the student's educational programs. The student may use the device for other purposes only to the extent that such uses do not interfere with these primary uses. The student shall abide by the Student Device Acceptable Use Policy. In the event of inappropriate use of a device in the home environment, the college can restrict the functionality of the device in consultation with the student's parents/guardians.

### 3. OWNERSHIP

- 3.1 The college shall be deemed to have retained title to the device at all times. The student shall hold no security or ownership interest in the device. Likewise, the student shall hold no security or ownership interest neither in the licenses to the installed software included with the device, nor in the licenses to any other software that the college may from time to time install on the device used by the student.
- 3.2 The college reserves the right at all times to:
- Decide who uses the device and the use to which the device is put; and
  - Recall the device for any reason (including upgrading software, inspecting it to check its operational performance and/or software, and ensuring that the device is being used only as provided under this Agreement).

### 4. DATA BACKUP

- 4.1 The student is responsible for keeping backups of any files stored on their device, and the college is not liable for any lost files.
- 4.2 Students often use devices to access and store information; as a result, data will be stored locally but may also be stored on servers that are located outside Australia. Students should take measures to protect their privacy and stay safe online.

### 5. DAMAGE & MAINTENANCE

- 5.1 You must immediately return the device to the college if the device is damaged or faulty.
- 5.2 Where the required repair work is covered by the device Warranty, there will be no cost to you for the repair work. In all other circumstances, you may be responsible for payment of all applicable charges.

### 6. INSURANCE

- 6.1 You must immediately inform the college if the device is lost, stolen or damaged. Where the device is stolen, lost or damaged, all relevant circumstances and other information required by the Insurer must be reported by you to the college in a timely manner, to enable the college to provide it to the Insurer. If required by the college, you must notify the Police of the incident and provide the college with the report prepared by the Police recording the incident. The College Technical Support Team will advise you of what action is required.
- 6.2 The college will insure the device for the duration of the student's enrolment. An insurance premium is included as part of the ICT Services Levy.
- 6.3 Should an insurance claim be made in respect of the device and be accepted by the Insurer, you may be charged an excess per claim and be provided a free replacement device until the device is repaired or replaced by the Insurer.
- 6.4 If a claim is not accepted by the Insurer under the relevant insurance policy, and if any repair work is not covered by the device Warranty, you will have to meet the college's costs in repairing or replacing the device. We will notify you of the estimated cost of the repair work or replacement and will then arrange for the device to be repaired or replaced, where appropriate. You will be charged the repair cost (parts and labour) or replacement cost as part of the student's tuition fees.

## **7. REPAIRS, LOSS AND DAMAGE NOT COVERED BY WARRANTY AND NOT INSURED**

- 7.1 You understand and acknowledge that the Insurer will exclude a claim in particular circumstances. These include:
- (a) Loss, theft or damage from an unoccupied vehicle, unless the device was within the locked vehicle and the loss or damage was a direct result of forcible entry;
  - (b) Loss or damage to the device transported in any aircraft or watercraft unless the item is carried as cabin baggage;
  - (c) Repairing scratches to painted or polished surfaces of the device, or replacing such scratched surfaces; and
  - (d) Loss or damage by theft or attempted theft from any unsecured place, unless:
    - The device is under the direct control and supervision of an adult; or
    - The student is travelling to or from the college; or
    - At an organised college or educational activity; or
    - At an organised extra-curricular activity; or
    - At other places of residence or accommodation; or
    - At a medical appointment of any kind; or
    - By force or intimidation; or
    - The student is attending the college.
- 7.2 You acknowledge and agree that the circumstances described in this clause are not exhaustive, and that further exclusions may apply.

## **8. TECHNICAL ASSISTANCE**

- 8.1 Technical assistance and assistance for repairs, loss and damage is available through the Technical Support Team maintained at the college.

## **9. REPLACEMENT DEVICE**

- 9.1 Where the device or a component of the device is unavailable for use by the student, (e.g. it is being held for repair), the college may issue the student with a replacement device, subject to availability and at its sole discretion.
- 9.2 You will have the same responsibilities for the replacement device that you have for the device issued to you under this Agreement.

## **11. STORAGE AND TRANSPORT**

- 11.1 When on college grounds and not in the immediate presence of the student, the device must be secured in a locker or other approved location.
- 11.2 Only transport the device securely in the device bag provided. When traveling to or from college, the device must be in the provided device bag. Avoid leaving devices in a vehicle. When this is unavoidable, leave them locked in the boot.
- 11.3 Students are not to write or draw on the provided bag but may attach removable accessories to assist in identification.
- 11.4 Students are not to write, draw, attach stickers or have the device engraved or marked in ways that would not constitute normal wear and tear.

## 12. PARENT/GUARDIAN RESPONSIBILITIES

- 12.1 In relation to the care, use, repair and maintenance of the device and the services, you will ensure that the student is fully aware of and complies with the terms of this Agreement. You will be responsible for any failure of the student to comply with the terms of this Agreement.
- 12.2 The student must have and use the device only at the college, at your place of residence, and at such other places as the college specifically approves in writing.
- 12.3 The device and the services must only be used for the educational purposes required to enable the student to undertake the classes in which the student is enrolled at the college in accordance with this Agreement.
- 12.4 You must ensure that the student has the device available for each class they attend at the college.
- 12.5 You must ensure that the device is kept in good working order and is not defaced, damaged or lost.
- 12.6 You must not allow any repair, service or other work to be carried out on the device other than that provided by the Technical Support Team at the college.
- 12.7 You must ensure that:
- The software is not modified, copied, deleted or transferred for any reason at all, without the prior written consent of the college.
  - Only software authorised by the college is stored or otherwise loaded onto the device.
  - No illegal or illicit material or electronic data is stored, accessed via or otherwise loaded onto the device.
  - The hardware casing of the device is not opened and no additional hardware (including a video card, sound card, network card, modem, disk drive, etc.) is installed into the device, without the college's written consent.
  - You and the student take all steps that are reasonably necessary to prevent a virus from infecting the device (such steps include safe internet practices, monitoring any data that is downloaded from the internet, or virus checking any USB drives attached to it).
- 12.8 In the event the pre-installed software is faulty, the college will reload the software necessary to enable the student to have access to the device at no cost to you.
- 12.9 You are responsible for taking back-ups of all data stored on the device. The college is not responsible for the loss of any data on the device at any time, including for the avoidance of doubt as a result of any repairs undertaken by the college under the terms of this Agreement.
- 12.10 Where under this Agreement there is more than one parent/guardian, you are each jointly and severally liable under this Agreement.
- 12.11 You release, indemnify and hold harmless the college, its employees and agents in respect of any claims, losses, injury and damage arising from the supply and/or use of the device and the services, including but not limited to: any claims, losses, injury or damage to the college; its employees or agents; or any third parties arising out of, or connected to, any breach of this Agreement by you or the student; or the use of the device by you or the student.

## USE OF EQUIPMENT

When using electronic devices on the college network or within the college grounds, I agree to:

- Take full responsibility for all devices and their accessories, and use them in a safe and respectful manner without intentionally damaging or disrupting equipment or software.
- Maintain the security of usernames and passwords.
- Acknowledge that claiming someone else accessed my account due to my mismanagement is not an acceptable excuse.
- Only access files, apps or internet sites which are relevant to the classroom curriculum.
- Comply with a teachers request to put away, shut down or close the screen on the device without argument.
- Acknowledge that the college's network filters will be applied to the internet and I will not attempt to bypass them.
- Carefully consider the content that I upload or post online, knowing that this content can be viewed by anybody.
- Use the college email account for college related purposes only. Email may not be used in class time without teacher consent.

I agree NOT to:

- Share my password with another student, or access the account of another student or teacher.
- Use the device for non-instructional purposes, such as personal research, making phone calls, messaging, or accessing social media.
- Record, transmit or post photographic images or video of anyone in the college setting unless for educational purposes as instructed by the teacher.
- Use the device to engage in threatening behaviour, cyber bullying, unreasonable demands, use of harassing materials, or any other behaviour which is abusive or otherwise offensive.
- Use or download unauthorised programs/applications, including games, during college hours or while on the college system.

## DEVICE SPECIFIC REQUIREMENTS

Students are responsible for ensuring that:

- They bring the device fully charged to the college each day and take it to every class, unless instructed otherwise by a teacher.
- The device is fully functioning at all times. It is the student's responsibility to seek assistance from the Technical Support Team (located in the Library) in the event of a non-functioning device.
- The device is used in accordance with college rules, policies and procedures, as well as expected standards.
- There is always space on the device for the storage of college related files.
- The device has all the required applications installed and texts available.
- Only educational and teacher approved applications and files are accessed during college hours.
- The device is secured in a padlocked locker when not in use in the classroom.
- Devices and accounts are secured using a relevant password.
- Any damage to any device is reported to the Technical Support Team immediately.
- The device is kept in a bag or case at all times for its protection.

# STUDENT ICT SERVICES AGREEMENT

(Retain this copy for your records)

Between St Joseph's College, Mildura and:

Please insert name

As parent/guardian of the student

in Year Level

- I acknowledge I have read the details of this Agreement and understand my rights and responsibilities with regards to use and care of this device.
- I understand that the student is responsible for the safety of their device at all times and in all locations.
- I understand that the student is expected to have the device fully charged and present for every normal school day unless instructed otherwise.
- I understand that whilst at the college, I am not to connect the device to any network that is not the college network. (i.e. tethering to phone, etc.)
- I understand that the device was tested before I took possession of it and was in full operational order with respect to both hardware and software.
- The device is the property of the college. In the case of damage, I agree to return the device to the college immediately.
- In the case of "Accidental" damage I may be asked to share 50% of the repair costs or insurance excess (whichever is less) with the college.
- In the case of "Non-Accidental" loss or damage I will cover the entire cost of the insurance excess.
- In the event that the device is lost or stolen, I will advise the college immediately and complete an Incident Report form with a Police event number. An assessment will then be made by the college in light of the details on the Incident Report form.
- I agree to supervise my child in caring for the device. I agree that my child will be supervised to operate the device in accordance with policy and procedures laid down by the College.
- My child and I have both read and understand the Student ICT Services Agreement.
- I understand that should my child leave St Joseph's College; the device must be returned in good working order on the student's last day at the College.

I have read and understand this Agreement:

Parent/Guardian Name

Parent/Guardian Signature

Student Name

Date

Date

# STUDENT ICT SERVICES AGREEMENT

(Return to the college)

Between St Joseph's College, Mildura and:

Please insert name

As parent/guardian of the student

in Year Level

- I acknowledge I have read the details of this Agreement and understand my rights and responsibilities with regards to use and care of this device.
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- My child and I have both read and understand the Student ICT Services Agreement.
- I understand that should my child leave St Joseph's College; the device must be returned in good working order on the student's last day at the College.

I have read and understand this Agreement:

Parent/Guardian Name

Parent/Guardian Signature

Student Name

Date

Date

Please return this form to **Mrs Tracy Aston**, Admissions and Communications Manager