

# CYOD PARTICIPATION AGREEMENT 2021



## TERMS OF PARTICIPATION

This is not a hire or rental program. You acknowledge by participating in the CYOD Program you have authorised the school to purchase a laptop on your behalf under the DET Standard Offer Arrangement (ICTSS.13.12). You are agreeing to pay the full amount upfront.

### 1. PERIOD OF PARTICIPATION

- 1.1 The period of participation is up to 3 years. Accidental damage protection (ADP) and warranty is valid for 3 years.
- 1.2 The School agrees to provide the Laptop to the student/guardian from the date all parties sign this Agreement and payment arrangement finalised with the School's finance office.
- 1.3 The provision continues until the end of the agreement.
- 1.4 The School agrees to provide a 30-day cooling off period from the date the form is signed and before the laptop is issued.
- 1.5 Provision may be ended earlier, at the School's absolute discretion, if:
  - In the opinion of the School, the student is not meeting the School's behaviour and education requirements, including failing to appropriately care for the device.
  - The Parent/Guardian fails to comply with this Agreement or the Student Network/Internet Access Agreement and the School Internet Usage Policy; or
  - The student fails to comply with the conditions of this Policy.

### 2. OWNERSHIP OF LAPTOP

- 2.1 The Agreement does not give the student ownership of the laptop. The School retains ownership of the laptop during the term of the agreement.
- 2.2 This Agreement and the School's delivery of the laptop to the student do not constitute a transfer of ownership, or the obligation to transfer ownership, of the laptop to the student or parent/guardian.
- 2.3 At the conclusion of the period of participation as per 1.1-1.5, and subject to the other conditions of this agreement being fulfilled, ownership of the device and associated accessories may be transferred to the parent / student although there is no guarantee this will occur. If the transfer of ownership is made, the device will be required to be returned to the manufacturer's original configuration with school licensed software removed.

### 3. STATUS OF LAPTOP

- 3.1 The laptop being provided to the student is in good working order, or has not been used before.
- 3.2 The student is responsible for the security of the laptop during the school day.
- 3.3 The School may demand the return or disable the laptop for any reason, for example, upgrade software, inspect hardware or software's operational performance, if there is suspected misuse of the laptop and to verify that the laptop is being used in accordance with this Agreement and the Laptop Rules for Students.

### 4. FEE FOR PROVISION OF LAPTOP

- 4.1 The whole of life cost for this agreement is stated on the New Participant form.
- 4.2 If the parent/guardian and student agree to participate, a program fee will be due and payable by the parent/guardian according to the agreed payment schedule.
- 4.3 If the parent/guardian and student agree to participate, full payment is required **before** the laptop is issued, subject to clause 1.2.

### 5. CONNECTION TO THE INTERNET

- 5.1 The laptop supplied to the student is built with a secure departmental managed operating environment and provides filtered internet access.
- 5.2 This covers school web browsing from the department's central servers. Third party internet access such as home internet or a council wireless hotspot from the notebook will be protected by the remote proxy client. The School does not provide any carriage service or connectivity to the internet for use of the laptop outside the School.
- 5.3 At school, the carriage service and connectivity to the internet is governed by the School's Student Network/Internet Access Agreement and the School's Internet Usage Policy
- 5.4 When students use their devices at home the filtering system offers two levels of filtering, high (more restrictive) and medium (less restrictive).
  - A high level of filtering at home provides students restricted access to the internet. Websites and web applications that are blocked at school are blocked at home including social media sites, such as Facebook, Twitter and YouTube.
  - A medium level of filtering provides a less restrictive level of protection. Students with this level can access a wider range of websites which include but is not limited to Social Media Sites (Facebook, Twitter and YouTube), mature content, nudity and translation content.

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- Parents/guardians can select which level of filtering is appropriate for their student when completing the laptop application form. The level of filtering can also be changed at a later time if necessary by emailing the School's IT Department.

## 6. IMPROPER USE

- 6.1 The parent/guardian must ensure that the laptop is not tampered with in order to connect to internet services outside the school and that the laptop is not used:
- For any illegal, pornographic, fraudulent or defamatory purposes;
  - For bulk transmission of unsolicited electronic mail;
  - To send or cause to be sent any computer worms, viruses or other similar programs;
  - To menace or harass another person (or used in a way that would be regarded by a reasonable person to be offensive);
  - To transmit any harassing, obscene, indecent, offensive, or threatening material or emails;
  - To reproduce, distribute, transmit, publish, copy or exploit any material that constitutes an infringement of any intellectual property rights (such as copyright) of a third party; or
  - In a way that violates any laws, such as privacy laws.

## 7. SOFTWARE

- 7.1 Only licensed software authorised by the School can be stored or otherwise loaded on to the laptop. The parent/guardian must ensure that any other software is not loaded onto the laptop.
- 7.2 The software loaded on the laptop is licensed to the Department of Education and Training or the School. The parent/guardian must ensure that the software is not copied, deleted or transferred, for any reason at all, without prior written consent from the School. Unauthorised use may breach copyright laws and the parent/guardian may be held liable for any damages incurred.

## 8. VIRUS PROTECTION

- 8.1 Viruses have the potential to severely damage and disrupt operations within the School and the Department's network. They can also be costly to restore the network, infected hardware or software to its previous state and operability.
- 8.2 Viruses can enter laptop computers through: removable media such as CDs, DVDs, floppy disks and USB memory sticks  
Emails/Phishing attempts (emails linking to malicious websites)  
The internet (including web browsing, FTP programs and chat rooms)  
file download  
Network file shares, such as servers and shared folders.
- 8.3 Students have the right to use their laptops at home for personal use. If accessing the Internet from home via cable or wireless, they should take all steps to protect the school-owned laptop and the department's computer network from virus attacks.
- 8.4 The parent/guardian must take reasonably necessary steps to prevent a virus from infecting the laptop, including monitoring
- Any data that is uploaded onto the Laptop from any device.
  - Virus checking any USB drives in the Laptop.

## 9. REPAIR AND MAINTENANCE

- 9.1 The device is covered by a manufacturer's warranty that covers component defects for a period of 3 years.
- 9.2 The student must return the laptop to the School's IT Department if they suspect the hardware (e.g. laptop computer or power pack) or software is or may be faulty.
- 9.3 The student and parent/guardian **must not** attempt, arrange for or allow any repair or maintenance work to be carried out on the laptop without prior written consent of the School.
- 9.4 Should the laptop require repairs or maintenance; a replacement computer may be made available while the computer is being repaired.

## 10. LOSS OR DAMAGE

- 10.1 The School has established standards to repair or replace devices in the event of damage to devices not covered under the manufacturer warranty – (refer to manufacturer's website) should the laptop be dropped and consequently has a cracked screen. This would constitute a "Non-Warranty Claim". During your Period of Participation (3 years) you shall be entitled to one Non-Warranty Claim per year with an excess payment of \$50. Subsequent claims or in the instance of intentional damage parents may be liable to pay for the full cost of repair. As per 1.5, subsequent claims for damages may constitute a revision of your participation in the program.
- 10.2 Reasonable care must be taken to prevent damage to the device. If there "Non-Warranty Claim" is declined because reasonable care has not been taken, then the parents/guardian may be liable to pay the full cost of repair.
- 10.3 The parent/guardian must use their best endeavours to ensure that the laptop is kept in good condition, and that it is not damaged, lost or stolen. It is the obligation of the parent/guardian to ensure the laptop is in a safe place when it is taken off the School's site.
- 10.4 The parent/guardian must immediately notify the School if the laptop is damaged, lost or stolen.
- 10.5 If the laptop is stolen, the parent/guardian must obtain a police report and provide to the school as soon as possible. The report must include a QPS Incident Reference Number and the name of the investigating officer.

- 10.6 If, after investigation by the School, it is found that the laptop has been intentionally damaged or that the student or parent/guardian has been negligent (i.e. not exercised due care) in using or caring for the laptop, the parent/guardian agrees to cover any costs incurred by the School in repairing or replacing the laptop and agrees to indemnify the School against any further loss or damage caused by such intentional damage or negligence.
- 10.7 Advice on how to protect the laptop is outlined in the Use and Care of the Laptop / Computer guidelines below.
- 10.8 Accessories (chargers, pens and carry cases) supplied with the laptop must be maintained in safe, serviceable condition. It is recommended that chargers NOT be brought to school. The School holds no responsibility for the misplacement of chargers. If lost or damaged, replacement chargers can be purchased at the School for \$50. Any issues with the supplied carry case must be referred to the School IT Department.

## LAPTOP RULES FOR STUDENTS

1. You can use the Laptop for your own educational purposes, both at home and at school. The laptop may be used for limited personal use but not for commercial purposes (e.g. you cannot use the computer for a part-time job).
2. If you do not comply with these Laptop Rules for Students, you are not allowed to use the laptop and the School may demand that you return the laptop. There may be other disciplinary consequences under your School's Responsible Behaviour Plan and the School's Student ICT Network Access Agreement and Usage Agreement also apply to your use of the network / internet when you are accessing the internet using the laptop. You are reminded of your obligations under that agreement and policy.
3. You must not allow anyone else to use the laptop for their own purposes, including family members and friends.
4. You must not tell anyone else your account password.
5. You can only have and use the laptop within Australia. For use elsewhere appropriate device insurance must be arranged by the parent/guardian.
6. You accept responsibility for the security and care of the laptop.
7. You are responsible for backing-up all necessary data. The School is not responsible for any data loss. Therefore, please ensure all your school work and important documents are backed up onto external storage devices.
8. The software loaded on the laptop is licensed to the Department of Education and Training or the School. You must ensure that the software is not copied, deleted or transferred, for any reason at all. Unauthorised use may breach copyright laws.
9. Only software authorised by the School can be stored or otherwise loaded on the Laptop. You must not load, and must not cause to be loaded, any software onto the laptop. All software must be loaded onto the laptop by the School's Technical Administrator.
10. You must not open, or allow anyone else to open, the hardware case of the laptop to install additional hardware (including video card, sound card, network card, modem or disk drive), or, to alter the hard drive specifications of the laptop, without the School's written consent.
11. You must take all reasonable steps to prevent a virus from infecting the laptop, including monitoring any data that is downloaded or uploaded onto the laptop from the Internet or any device and virus checking any USB drives in the laptop.
12. When not in use, the laptop must be stored in its carry case and either kept in your possession or in a secure place.
13. Images or sound captured by personal technology devices on the school premises or elsewhere must not be disseminated to others using the laptop, for the purpose of causing embarrassment to individuals or the School for the purpose of bullying or harassment, or where without such intent a reasonable person would conclude that such outcomes may occur. The School has the right to invoke appropriate disciplinary processes to deal with such behaviour by a student.
14. You must not intentionally use the laptop or internet services to which it may be connected:
  - For any illegal, pornographic, fraudulent or defamatory purposes;
  - For bulk transmission of unsolicited electronic mail;
  - To send or cause to be sent any computer worms, viruses or other similar programs;
  - To menace or harass another person (or use in a way that would be regarded by a reasonable person to be offensive);
  - To transmit any harassing, obscene, indecent, offensive, or threatening material or emails;
  - To reproduce, distribute, transmit, publish, copy or exploit any material that constitutes an infringement of any intellectual property rights (such as copyright) of a third party; or
  - In a way that violates any laws, such as privacy laws.
15. In particular you must not use the laptop (or any internet services to which it may be connected) to bully, harass or be unkind to other persons.

## USE AND CARE OF THE LAPTOP COMPUTER

### USAGE

- Don't use technology devices on soft surfaces (e.g. sofa, bed or carpet) because it can restrict airflow and cause overheating.

- Avoid dropping or bumping technology devices.
- Don't place technology devices in areas that may get very hot.
- Don't get technology devices wet, even though they will dry and appear to operate normally, the circuitry could slowly corrode and pose a safety hazard.
- Follow all instructions given by staff.
- Login correctly and logoff when finished.
- Always shut down computers through the 'Start – Shutdown' mechanism.
- Always package, carry and store technology devices in appropriate and secure carry cases for transporting.
- Personalise technology devices with methods approved by the school, to ensure students do not get the devices mixed-up.
- Don't place objects on top of your laptop and never carry it around while it is turned on.
- Avoid exposing your laptop computer to direct sunlight or sources of heat such as desk lamps; dust, dirt, rain, liquids or moisture; heavy shock or vibration
- Don't have food or drink near the technology device.

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## HANDLING YOUR LAPTOP COMPUTER

- Try to avoid moving your laptop around when it is on. Before switching on, gently place your laptop on a stable surface and then switch on.
- You need to be careful with your laptop while it is in the bag. Do not drop the bag from your shoulder. Always place the laptop bag gently down.
- Be careful when putting the laptop in the car that no other items are on top of it and nothing will roll onto the laptop bag.
- Laptops should be switched off or hibernated before being placed into the bag.
- The bag should be fully zipped up before being carried
- The bag should be fully unzipped before removing the laptop to avoid non-warranty bag damage. Packing away your laptop computer
- Always store your laptop bottom down and with the LCD facing away from the front of the backpack.
- Do not wrap the cord too tightly around the power adapter or the cord will become damaged.

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## LCD SCREEN

- LCD screens are delicate - they don't like being poked, prodded, pushed or slammed. Never pick up your laptop by its screen. Don't slam the screen closed and always be gentle when putting your laptop down.
- To clean your LCD screen:
  - Switch off your laptop computer.
  - Lightly dampen a non-abrasive cloth with water and gently wipe screen in a circular motion.
  - Do not directly apply water or cleaner to the screen.
  - Avoid applying pressure to the screen.

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## AC ADAPTER

- Connect your adapter only to your laptop computer.
- Do not step on your power cord or place heavy objects on top of it. Keep your cord away from heavy traffic areas.
- When unplugging the power cord, pull on the plug itself, rather than the cord.
- Do not wrap your cord tightly around the adapter box.

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## KEYBOARD

- Gently brush your keyboard with a clean soft bristled paint brush or similar to remove dirt.
- If any key tops are missing or keys are in a damaged state, take your laptop to the IT department to be repaired immediately. A single key top can easily be replaced but continuing to use the keyboard with a missing key top can result in having to replace the entire keyboard which will be treated as a non-warranty claim.

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## CASE CLEANING

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- Wipe with a dampened non-abrasive cloth. Do not spray any cleaners directly on to the casing.
- Gently rub your laptop casing with the moistened cloth to remove any dirty marks.

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## SECURITY

- Report any technology device fault or suspected virus activity to the nearest staff member.
- Undertake virus scans of computers after home usage and prior to reconnecting to the school's ICT network.
- Make regular backups of your saved work.
- Keep your login and password confidential.
- Don't tamper either physically or electronically with either hardware or software settings.
- Don't attempt or undertake any malicious behaviour towards the School's ICT resources.
- Don't attempt to make unauthorised access to ICT resources or entities.
- A good idea is to attach a fairly large name tag in a bright colour to the case or bag so it is easy to identify. Remember, over the life of the program this laptop may not be with the same student the whole time, and it may need to be returned for servicing at any time.

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## SOFTWARE

- Don't copy any software from the School's ICT network or system.
- All technology equipment should only have operating systems loaded that are compliant with departmental standards.
- Always adhere to licensing and copying agreements.
- Never use technology devices to engage in illegal activity, including violation of copyright or other contracts.

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## BATTERIES

- Don't use incompatible computer batteries and chargers.
- Computers can get hot during use. Do not use your computer on your lap.
- Have fully charged battery/batteries at the start of each school day. All charging should be undertaken at home, as the school will not have the infrastructure or resources available to charge batteries for every student.
- Don't crush, puncture or put a high degree of pressure on the battery as this can cause an internal short-circuit, resulting in overheating.
- Don't get your battery wet, even though it will dry and appear to operate normally, the circuitry could slowly corrode and pose a safety hazard.
- Follow battery usage, storage and charging guidelines found in the computer's user guide.

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## WET WEATHER

- Particular care needs to be taken during wet weather, whether at school or while travelling to/from school or at home
- Never drop your bag into a puddle, leave it out in the rain or where water might run, or have it otherwise unprotected from rain – if your school bag gets wet, your laptop might also.

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## TECHNICAL SUPPORT

- Students can access the School's IT Department before school, during lunch times and after school to log a fault with their laptop or seek technical advice from the School's technicians.
- Repair times will generally be within 3-5 weekdays, should a repair take longer a "loan laptop" may be issued.
- The School is not responsible for Data stored on the laptops; students should backup important data before getting their laptop repaired.