CONTRACT FOR THE AGREEMENT OF DIVISION COMPUTERS AND COMPUTER NETWORKS

Throughout this document "Grande Yellowhead Public School Division" is used to represent the Board of Trustees of the Grande Yellowhead Public School Division.

In consideration of _____ being granted

Name of Individual

access to GYPSDnet, by Grande Yellowhead Public School Division, through the issuance of a personal account for use on the system, the parties, including the student, his or her parent(s) or legal guardian(s), the sponsoring teacher and the Division acknowledge and agree as follows:

GYPSDnet - Terms and Conditions (Version 3100-1, September 1, 1996)

1.   Privileges

The use of GYPSDnet is a privilege, not a right, and inappropriate use will result in a cancellation of those privileges. (Each student who receives an account will be part of a discussion with a Grande Yellowhead Public School Division staff member pertaining to the proper use of the network.) The system administrators will deem what is appropriate use and their decision is final. Also, the system administrators may close an account at any time as required. The administration, and school staff of Grande Yellowhead Public School Division may request the system administrator to deny, revoke, or suspend specific user accounts.

2.   Acceptable Use

The use of your account must be in support of education and research and consistent with the educational objectives of the Grande Yellowhead Public School Division. Transmission of any material in violation of any Federal or Provincial regulation is prohibited. This includes but is not limited to the following:

Students will not engage in:

2.1   Illegal or unethical acts, including use of network access to plan or carry out any scheme to defraud or to obtain money, or other things of value by false pretenses, promises, or representations; or to damage or destroy computer based information or information resources.

2.2   Sending messages and files containing any form of digital information or encoding that is likely to result in loss or disruption of the recipient's work or system.

2.3   Gaining access to any resources, entities or data of others for any purpose without authorization.

2.4 Transfer of commercial software, materials protected by trade secret or other copyright protected material. If software known as "shareware" is transferred and retained for use, the author's registration fee is to be paid by the user. If the software is not of continuing use or is not registered, it is to be deleted from GYPSDnet and the user's computer. It is the user's responsibility to check for copyright or licensing agreements. If there is doubt as to the copyright status of the program or materials, it shall not be copied.

2.5 Placing of unlawful information on any computer system accessed through GYPSDnet.

2.6 Activities that are wasteful of network resources or that degrade or disrupt network performance including other networks and systems accessed over the Internet.

2.7 Sending messages which include profanity, vulgarities or any other inappropriate language, sexual, racial, religious or ethnic slurs or other abusive, threatening or otherwise offensive language.

2.8 Downloading or transmission of pornographic, obscene or other socially unacceptable materials.

2.9 Revealing personal addresses or phone numbers of others or otherwise invading the privacy of others over the network.

2.10 Plagiarism of information obtained via GYPSDnet.

2.11 Using dial-out modems for long distance calls.

2.12 Playing on-line games on the system.

2.13 Using GYPSDnet for private or business use or for political purposes.

2.14 The breaking of confidentiality of any account or password or make them accessible to others.

2.15 Sharing their account with anyone or leave the account open or unattended.

3. Courteous Use

You are communicating with other people, not computers. Be careful what you say about others, as your messages reflect upon you. Use humor and sarcasm where appropriate, but be sure your intent is understood. Do not be critical of others' spelling or grammatical errors; you will make them too. Do not use all capital letters as this is the Internet equivalent of shouting.

It is NOT acceptable to give out your log-in/password (account), share your account, use an account owned by another user, use your account to harass someone or send nuisance messages, attempt unauthorized access to any resource, or use your network to hurt others.

Be polite; be considerate at all times when using the GYPSDnet and the Internet.

4. Personal Safety

Think always of your own personal safety. Protect your privacy, as well as the privacy of others.

The following rules will promote your personal safety:

4.1 Do not give out personal information (address, telephone number, parents' work address/telephone number, or name and location of your school) without parental or teacher permission.

4.2 Tell parents or teacher right away if you come across any information that makes you feel uncomfortable.

4.3 Never agree to get together with someone you "meet" on-line without first checking with parents.

4.4 Never send a personal picture or anything else without first checking with parents and teacher.

4.5 Do not respond to any messages that are mean or in any way make you feel uncomfortable.

5. Warranties

Grande Yellowhead Public School Division makes no warranties of any kind, whether expressed or implied, for the service it is providing. Grande Yellowhead Public School Division will not be responsible for any damages you suffer. Without limiting the generality of the foregoing, this includes loss of data resulting from delays, nondeliveries, mis-deliveries, or service interruptions caused by negligence, errors, or omissions. Use of any information obtained via GYPSDnet is at your own risk. Grande Yellowhead Public School Division specifically denies any responsibility for the accuracy or quality of information obtained through this service.

6. Security

Security on any computer system is a high priority, especially when the system involves many users. If you feel you can identify a security problem on GYPSDnet, you must notify a system administrator by telephone or E-Mail. Do not demonstrate the problem to other users.   Do not use another individual's account without written permission from that individual. Attempts to log-in to the system as any other user will result in cancellation of user privileges. Attempts to log-in to GYPSDnet as a system administrator will result in cancellation of user privileges. Any user identified as a security risk or having a history of problems with other computer systems may be denied access to GYPSDnet.

7. Computer Misuse and Abuse

Computer misuse and abuse will result in cancellation of privileges. Computer misuse and abuse is defined as any malicious attempt to harm or destroy data of another user of

GYPSDnet. This includes, but is not limited to, the intentional uploading or creation of computer viruses.

8.   **Updating Your User Information**

GYPSDnet may occasionally require new registration and account information from you to continue the service. You must notify GYPSDnet of any changes in your account information (address, etc.). Currently, there are no user fees for this service.

9.   **Exception of Terms and Conditions**

All terms and conditions as stated in this document are applicable to Grande Yellowhead Public School Division schools and GYPSDnet. These terms and conditions reflect the entire agreement of the parties and supersedes all prior oral or written agreements and understandings of the parties. These terms and conditions shall be governed and interpreted in accordance with Canadian Laws.

I, the undersigned, understand and will abide by the above **Terms and Conditions** for GYPSDnet. I further understand that violation of the regulations above is unethical and may constitute a criminal offense. Should I commit any violation my access privileges may be revoked, school disciplinary action may and/or appropriate legal action may be taken.

Student's Signature	Date

Parent's Signature	Date

Staff Advisor's Signature	Date