



Michigan Educational Transportation Services Network User Agreement (NUA)

Philosophy: METS recognizes that the Internet and other electronic databases available over our NETWORK offer vast, diverse and unique resources to staff members. Our goal in providing this service is to promote educational excellence by facilitating resource sharing, innovation, and communication. The NETWORK will be used to support goals and objectives that are stated in the METS mission statement. With access to computers and people all over the world also comes the availability of material that may not be considered to be of educational value, in the context of the work setting. The intent of our acceptable use policy is to ensure that all use of the NETWORK is consistent with our stated purpose and goals. Users of the NETWORK must agree to the guidelines in the “NETWORK USE AGREEMENT (NUA)”. The NUA is provided so that employees are aware of the responsibilities they are about to acquire.

Availability of the METS NETWORK/Workstation and Internet-related policies and procedures:

Information about the NETWORK and Internet policy has been posted on the interoffice information portal. Each employee who needs NETWORK access must return a signed NUA to the network administrator. Copies of NUAs and other information are available upon request.

In consideration for being allowed access to METS Corporation Network/Workstation (the “NETWORK”), including its computers, related hardware, software, communications devices, data, and access through such hardware, software, and communications devices to other networks, I agree as follows:

1. In connection with use of the NETWORK and/or workstation, I will **NOT**:
 - a. violate any local, state, or federal statute.
 - b. violate copyright, or otherwise use another person’s intellectual property without his or her prior approval or proper citation;
 - c. access, upload, download, or distribute pornographic, obscene or sexually explicit materials;
 - d. transmit obscene, vulgar, abusive, or sexually explicit language;
 - e. access another individual’s materials, information, or files **except** under circumstances deemed necessary by METS Company Officials/HR;
 - f. use the NETWORK for commercial activities, product advertisement, or political lobbying;
 - g. access METS Corporation computers, networks, or online resources that I have not been granted permission to use;
 - h. cause the METS Corporation, or any other entity or person any financial obligation;
 - i. reveal my personal address, or phone number, or the addresses or phone numbers of any other individuals through the NETWORK **except** under circumstances deemed necessary by METS Company Officials/HR;
 - j. use the NETWORK in a manner that disrupts use of the NETWORK by other users;
 - k. use an account number assigned to another user;
 - l. allow another person or entity to use my account number;

m. attempt to harm, alter, or destroy any system or any data belonging to anyone else, either indirectly, such as by uploading or creating computer viruses, or directly.

n. install or uninstall any software that has not been approved by the Network administrator

o. change computer system settings or options without the approval of the Network Administrator including: core system setting or options, antivirus software, and printer software.

p. remove any hardware installed in the computer or plugged into the computer including: hard drives, optical drives, printers, speakers, monitors, and cables of any type.

2. In connection with use of the NETWORK/Workstation, **I WILL:**

a. be polite in my messages to others;

b. use appropriate language;

c. use my account name **ONLY** when using the NETWORK/Workstation to access other networks, such as Internet.

3. I will report immediately to my network administrator, supervisor and/or human resources, any threatening or unwelcome communications received through my use of the NETWORK/Workstation.

4. If I believe there is a security problem on the NETWORK/Workstation, I will notify my network administrator, supervisor and/or human resources. I will not demonstrate the problem to other NETWORK/Workstation users.

5. I understand that any financial obligation resulting from NETWORK/Workstation use, such as purchase of goods and services via the Internet, is my responsibility and not the responsibility of METS Corporation unless that financial obligation is authorized by METS for example: office supplies.

6. I understand that METS makes no warranties of any kind, whether express or implied, regarding my use of the NETWORK/Workstation. I hereby agree to hold METS harmless for any loss or injury to me as a result of the nature, accuracy or quality of information obtained by me through the NETWORK/Workstation.

7. I understand use of the NETWORK/Workstation is a privilege and that METS at any time and for any reason or for no reason may discontinue general access to the NETWORK/Workstation or rescind my privilege of using the NETWORK/Workstation.

8. I understand that if I violate any provision of this Agreement, at the discretion of METS, my privilege of using the NETWORK/Workstation may be revoked and disciplinary action may result, up to and including termination, of employment. Legal action may also result.

Sanctions taken should violations of the NUA occur the privilege of using the NETWORK/Workstation and/or the Internet will be suspended for the employee. Disciplinary action, up to and including termination, may result from violations of the METS's code of conduct. Legal action may also result.

For your information the MICHIGAN CODE is cited below. NETWORK/Workstation privileges may be restored after a review by the network administration.

MICHIGAN CODE (b) Computer Tampering: A person who knowingly alters or damages a computer program or data without consent of the owner commits computer tampering, a Class D felony. For example...John uses Fred's password without permission and enters Fred's area to change or delete files. Up to a \$10,000 fine and 3 years in jail. Computer Trespass: A person who knowingly accesses a computer or network without consent of the owner commits computer trespass, a Class A misdemeanor. Anytime a student logs in as someone else, without permission of the system owner, computer trespass has been committed. Up to a \$5,000 fine and one year jail.

The educational value of employee Internet use:

METS has demonstrated its responsibility by approving the NUA. The employee demonstrates their responsibility by signing the NUA. The staff and faculty demonstrate their responsibility by supervising Internet access and by following the guidelines. In effect, all groups share the responsibility for the educational value of the use of the Internet.

I have read the provisions of the foregoing METS NETWORK/Workstation, I agree as follows: I understand that my access to the NETWORK/Workstation is designed for educational/business purposes only. I recognize that, although METS may take precautions to restrict access to controversial material, it is impossible to restrict access to all such materials. I hereby agree to indemnify and hold harmless METS, representatives and employees (collectively, "METS") for a loss or injury of any nature, to property or person, whether physical, mental or emotional, either direct or indirect, to myself or METS or any third party, as a result of the intentional or unintentional viewing of any information or materials via the NETWORK/Workstation, or acting upon information received via the NETWORK/Workstation, whether or not such loss or injury was caused directly or indirectly by the negligence of METS. I further agree to indemnify and hold harmless METS for any injury or loss as a result of the employee voluntary release of personal information via the NETWORK/Workstation. I hereby give permission to METS to grant access to the NETWORK/Workstation.

Printed Name: _____ Date: _____

Signature: _____