

 **Technology Acceptable Use Agreement**

**I. Purpose**

The purpose of this agreement is to outline the standards for responsible and acceptable use of MAC Inc.’s tablet. In support of MAC Inc.’s mission, IT resources are provided to Authorized Users to further the educational endeavors of MAC Inc. MAC Inc. will not engage in censorship or otherwise limit access to information when the content is legal. Each Authorized User is expected to conduct oneself and one’s use of MAC Inc.’s IT resources responsibly, ethically, in compliance with the law and the rights of one another. Inappropriate use of IT resources exposes MAC Inc. to risks including, but not limited to, breach of personal computer security, exposure of restricted data, compromise of network systems and services, detriments to technology performance, breach of MAC Inc. contracts, and legal liability.

**II. Definitions**

a. Authorized Users. Authorized Users include the following categories of MAC Inc. affiliated entities:

i. Participants in programs held through MAC Inc.

ii. MAC Employees.

b. Information Technology Resources. IT resources include, but are not limited to, MAC Inc. owned or leased Electronic Equipment, operating systems, storage media, applications, software, files, web browsing and file transfer.

 c. Electronic Equipment. Electronic equipment includes, but is not limited to, laptop and desktop computers, tablets, mobile and smart phones, personal digital assistants, scanners, printers, flash drives, and data/memory sticks

**III. Scope**

This agreement applies to Authorized Users who use and/or access the IT resources whether on the MAC Inc. campus, off campus, or through virtual personal networks. This agreement applies to all equipment that is owned or leased by MAC Inc. and governs activity on personal devices while on the MAC Inc. campus that utilizes any IT resources as well as all communications to and from MAC Inc. while off campus.

**IV. General Use and Ownership**

IT resources are the property of MAC Inc. Authorized Users may use IT resources for incidental personal use and in support of the business and academic mission of MAC Inc. It is the responsibility of each Authorized User to know and comply with this agreement and security standards published by IT. This responsibility includes protecting the privacy and security of passwords, and using IT resources solely for their intended purposes. Authorized Users are solely responsible for their use of IT resources, and may not represent or imply that their associated use constitutes the views or policies of MAC Inc. Communications originating from the Authorized User are identified as such and the Authorized User assumes responsibility for all communication originating from equipment or accounts assigned to that User. In the event of a security breach related to User accounts or equipment, the User shall immediately report and correct the situation. Authorized MAC Inc. IT officials may monitor and access systems, network traffic and Electronic Equipment for maintenance, operation, security, quality of service, business related purposes (such as audits), to investigate an alleged violation of this agreement, and for agreement or legal compliance. An Authorized User’s privacy will be preserved to the extent possible, subject to MAC Inc.’s administrative, business and legal obligations. There should be no expectation of privacy in the material sent or received when using IT resources or third-party vendor applications provided by MAC Inc.

**V. Unacceptable Use**

The use of IT resources is a privilege, not a right. Access is granted to Authorized Users subject to all MAC Inc. and State of Maryland policies, Federal, State and local laws and ordinances. The following list, while not exhaustive, describes conduct defined as unacceptable use prohibited by this agreement.

a. Knowingly using IT resources for illegal activity including, but not limited to,

i. Sexual harassment

ii. Discrimination on the basis of a Federally protected characteristic or sexual orientation

iii. Intellectual property rights, including Federal copyright law, trademark, patent, trade secret or software licensing, such as pirating, installing, copying, distributing, or using digital content such as software, music, text, images or video without appropriate license or as qualifies under “Fair Use”

iv. Exporting software, technical information, encryption software or technology in violation of international or regional export control laws. Legal counsel and appropriate administration should be consulted prior to export of any material in question.

v. Obscenity

vi. Child pornography

vii. Threats or harassment by means of email, instant messaging, telephone or paging, whether through language, frequency or size of messages

viii. Defamation

ix. Theft, including identity theft

b. Unauthorized access, altering or reverse engineering system software or hardware configurations

c. Disrupting, interfering with, or denying service to any Authorized User or IT service administration, including overloading or otherwise adversely impact system performance and support, regardless of whether the conduct impacts other Authorized Users’ use of the IT resources

d. Access, attempted access, or facilitating access to another User’s accounts, private files, email messages, or intercepting network communication without the User’s permission, except in accordance with job responsibilities for legitimate University purposes

e. Misrepresenting oneself as another individual electronically

f. Any effort, regardless of whether successful, to circumvent IT system security

g. Use for commercial gain or private profit, including running a non-affiliated

MAC Inc. business or personal consulting.

h. Representing oneself as an agent of MAC Inc. without authority

i. Accessing and/or disclosing sensitive or confidential information without

authority

j. Intentionally or recklessly introducing or transmitting destructive or malicious

programs such as viruses into the network or networked devices

k. Allowing use of Authorized User’s or other accounts by others, including family

and other household members including, but not limited to, for the purpose of

committing academic integrity violations

l. Circumventing user authentication or security of any host, network or account

m. Forwarding restricted email to unauthorized recipients

n. Sending or posting unsolicited and/or inappropriate mass email messages without

proper authorization; examples of unacceptable use include “spam” junk email,

chain letters, pyramid schemes or other commercial advertising

o. Unauthorized use, deliberate disguising of the sender, or forging of email header

information, including alteration of the content of an email message originating

from another sender with an intent to deceive

**VI. Enforcement**

A violation of this agreement constitutes unacceptable use of IT resources and may violate other MAC Inc. policies and/or federal or state law. Known or suspected violations of this agreement should be reported to IT. The MAC Inc. IT Technician or his/her designee may suspend, block, relocate to a secure site, or restrict access to information and network resources when necessary to protect the integrity, security or functionality of IT resources or to protect MAC Inc. from liability. Notice of any such action will be provided to the Executive Director of MAC Inc. for the affected unit. Appropriate MAC Inc. officials and/or law enforcement agencies will respond to any alleged violations of this agreement. Authorized Users in violation of this agreement may result in restriction, suspension or termination of access to computing accounts, the network or other IT resources and/or other MAC Inc. owned technology devices. A violation of this agreement may constitute an alleged criminal offense and may also be referred for criminal or civil prosecution under applicable Federal and/or State law(s).

**VII. Review**

Consistent with MAC Inc. requirements, this agreement will be reviewed and updated annually or as needed based on the recommendation of the IT Technician.

**VIII. Contact**

To report comments, questions or an alleged violation of this agreement, please contact the Agreement Administrator: ngompers@macinc.org

MAC Inc. 909 Progress Circle, Salisbury MD 21804

410-742-0505 ext. 131

**IX. Approved: October 2020**

Questions?

Please contact your class coordinator or Nancy Gompers at 410-742-0505 ext. 131

 email: ngompers@macinc.org