

Student Computer and Internet User Agreement

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I. REASONS FOR THE POLICY

With the availability of computer resources and electronic networks comes the need for responsible, efficient, ethical and legal behavior on the part of the users. GIA is willing to provide Internet access to our students because we are mindful of the global nature of our student body, and of the students' need to communicate frequently and in a cost-effective manner with families and friends. GIA also recognizes the growing importance of the Internet as a source of information in the global gem and jewelry industry.

This policy is designed to assure that

- all students use GIA's computer resources and electronic networks appropriately
- all students have equitable access to designated GIA computer resources and electronic networks
- all students know about GIA's expectations and requirements for using GIA's computer resources and electronic networks

II. GENERAL INFORMATION

The use of computing resources at GIA is a privilege, not a right. GIA facilities used for connection to the Internet are to be used in a responsible, ethical and legal manner in accordance with this agreement and the missions of GIA. Acceptable uses of the Internet are activities which support learning and teaching, and activities involving communication with students' families and friends. Users must acknowledge their understanding of this policy and guidelines as a condition for use of the Internet through GIA by signing this agreement. GIA reserves the right to limit access to its networks through GIA-owned or other computers, and to remove or limit access to material posted on GIA-owned computers. GIA reserves the right to monitor its computing resources to protect the integrity of its computing systems, workstations, and lab facilities. GIA has the ability to monitor its computing resources, but has no duty to do so. Conduct which adversely affects the ability of others to use the Internet, or which is harmful to others, or is otherwise deemed inappropriate by GIA, at its sole discretion, will not be permitted. Failure to adhere to this policy may result in the consequences listed in Section XV, and may include suspension of the offender's privilege of access to GIA's computing resources and electronic networks.

III. WHO IS AFFECTED BY THIS POLICY?

This agreement specifically applies to GIA students and GIA graduates who use GIA's computing systems and resources.

IV. INFORMATION CONTENT AND SYSTEM USAGE

- Use of GIA computers is a privilege granted only to those who use them responsibly.
- User agrees to use computers in accordance with generally and locally accepted moral and ethical user guidelines as GIA determines at its sole discretion.
- Use that is inconsistent with the established guidelines or is otherwise inconsistent with GIA policies is prohibited.
- The computer facilities shall not be used to support any commercial or political organization or operation.
- Users shall not use GIA's computing resources for any illegal purpose.
- User agrees not to use GIA's network to conduct any activity that adversely affects the ability of other people or systems to use GIA's services or the Internet.
- Use of these facilities is at your own risk.
- GIA is not responsible for user's data.
- Although access to the Internet through GIA computer facilities is screened by filtering software, users and the parents of users who are under 18 years of age are advised that some systems may contain defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, biased, discriminatory or illegal materials. GIA does not condone the use of such materials and does not permit usage of such materials in the school environment. Students are strictly prohibited from bringing such materials from home into the school environment and from accessing such materials at school on any computer system.
- Any user identified as a security risk may be denied access to the GIA computer system.

GIA reserves the right, but has no obligation, to:

- Set download limits
- Set quotas for system usage. When making copies of information from the Internet, files should be downloaded to your own removable media (USB drives). Files cannot be downloaded to GIA's network or to hard disk drives attached to that network. User's data stored on the system will be removed without notice.
- Set time limits for system usage. In the event that other users are waiting to access GIA's computing facilities, you will be asked to limit your time. Please be considerate of other users.
- Set e-mail limits
- Prohibit use which GIA determines to be inappropriate or illegal
- Remove or limit access to material posted on GIA-owned computers
- Monitor the users' accounts for violations of this agreement

- Restrict access to its networks when applicable school policies or codes, contractual obligations or local, state or federal laws are violated

V. SOFTWARE AND HARDWARE SETUP

- Only the system administrator is permitted to upload software onto a computer system and to change the software configuration of any machine.
- User agrees not to alter the hardware setup on any computer system.
- User agrees not to alter the software setup on any computer system.
- User agrees not to copy any unauthorized information, programs, or data from or through GIA computers.
- Users who tamper with system security, attempt to degrade or succeed in degrading system performance, or who change or erase the work of others will lose computing privileges and will be subject to disciplinary action, including the possibility of expulsion, fines and legal action.

VI. COPYRIGHTED MATERIALS

- Use of copyrighted material must be strictly within the agreement as posted by the author or current copyright law.
- Using another's ideas or writing and passing it on as one's own (plagiarism) is prohibited.
- Computer software and electronic transmissions of text and photographs are protected under the Copyright Act of 1976.
- Unauthorized copying of commercial software is illegal, and may subject an individual to legal action.

VII. PUBLIC DOMAIN MATERIAL

- Users may download public domain information to his/her own removable media (USB drives) for his/her own non-commercial use only.
- User assumes all risks regarding the determination of whether a program is in the public domain.

VIII. PUBLIC POSTING AND INTERACTIVE COMMUNICATIONS AREAS

(news groups, chat rooms, threaded discussion groups, etc.)

- The system administrators have no control on the content of messages posted in or from these systems.
- The system administrators, at their sole discretion, may remove messages posted locally that are in violation of the conditions of this agreement.

IX. ELECTRONIC MAIL

- The user is expected to abide by the generally accepted rules of network etiquette.
- The user should not consider electronic communications to be either private or secure.
- Messages sent or received through the system may be retained on the system until deleted by the recipient or system administrator, and the network administrator may be able to retrieve them even after the recipient has deleted them.
- Sending a crippling number of files or extremely large attachments to overwhelm the network is strictly prohibited.
- Interfering with the electronic mailboxes of others by e-mail bombing, spamming, mass mailing or phishing is strictly prohibited.

X. PASSWORDS AND OTHER SECURITY ISSUES

- Users will be held responsible for activities they have undertaken or caused to happen on the system.
- Attempts to access system passwords or other users' password or attempts to log in to a computer system using another user's account or as a system administrator is prohibited.
- Users must immediately notify the system administrator if they feel that they can identify a security problem on any computer system or the network. The user must not demonstrate such a problem to others.
- GIA may, at its sole discretion, deny access to its computer systems to any individual.
- Any breach of security by a user is subject to consequences as stated in Section XV.
- Intentional damage to hardware, software, security devices or codes, password theft, etc., is an infringement on the rights of others and limits GIA's ability to provide adequate computing services to all members of the GIA community. Such actions are subject to consequences as stated in Section XV.

XI. SOFTWARE AND HARDWARE VANDALISM

- Software vandalism is defined as an act to alter, harm, or destroy data of another user or information contained on any computer system, the local network, or any of the agencies or other networks that are connected to the Internet, without the express consent of all proprietors of that data and/or information.
- Hardware vandalism is defined as an act to deface, abuse, alter or destroy any equipment.
- Damage to hardware, software, security devices or codes, password theft, etc., is a serious breach of this contract and subjects user to consequences as stated in Section XV of this agreement.

XII. PRIVACY

- Files, data and disks are considered GIA property, and therefore are subject to interception, viewing, monitoring, review and search by GIA, and subject to subpoena.
- Users should not consider electronic communications to be either private or secure.
- GIA has the ability to monitor its computing resources, but has no duty to do so.
- GIA reserves the right to cooperate fully with local, state and federal officials in any investigation concerning or relating to any use of the GIA computer system.

XIII. EXAMPLES OF UNACCEPTABLE USES

Following are examples of unacceptable uses of GIA's computing systems. This is not an all-inclusive list, but is intended to represent specific examples from a variety of categories.

Harassment Issues, Threatening or Harmful Actions (examples of unacceptable uses)

- Use of the computing system to harass, threaten, or otherwise cause harm to a specific individual(s), whether by direct or indirect reference.
- Sending repeated and unwanted communication by electronic mail or other electronic communications
- Sending any communication by electronic mail or other electronic communications that is sexual in nature

- Sending any communication by electronic mail or other electronic communications that is motivated by race, ethnicity, religion, gender, or sexual orientation
- Submitting, publishing, displaying, or transmitting any information which violates the rights of any other person, contains offensive, defamatory, false, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or otherwise biased discriminatory or illegal materials
- Posting hate speech regarding a group's race, ethnicity, religion, gender, or sexual orientation

System Issues, Netiquette (examples of unacceptable uses)

- Submitting, publishing, displaying, or transmitting any information which restricts the efficiency of the computer system
- Sending a crippling number of files across the network (e.g. e-mail bombing, spamming or jamming)
- Interfering with the electronic mailboxes of others by spamming, jamming or bombing
- Developing or releasing a virus, worm or other program that damages or otherwise harms a system or network
- Attempting to write, produce, copy, or in any way introduce any computer code designed to self-replicate, damage or otherwise hinder the performance of any computer
- Preventing others from accessing services
- Propagating mass mailings and chain letters, or other forms of electronic chain mail (spamming)
- Sending unsolicited e-mail via newsgroups or listservers
- Re-posting personal communications without the author's prior consent
- Displaying sexually oriented materials on a GIA computer screen

Copyright and Plagiarism Issues (examples of unacceptable uses)

- Copying commercial software in violation of copyright law
- Making more copies of licensed software than the license allows
- Electronically distributing or posting copyrighted material in violation of license restrictions or other contractual agreements
- Using electronic communications to steal another individual's work, or otherwise misrepresent one's own work
- Use of another's ideas or writing and passing it on as one's own (plagiarism)

Security and Academic Records Issues (examples of unacceptable uses)

- Accessing, or attempting to access, another individual's data or information without proper authorization

- Unauthorized access to data or files even if they are not securely protected
- Attempting to alter system software or hardware configurations.
- Obtaining, possessing, using, or attempting to use someone else's password regardless of how the password was obtained
- Sending forged messages under someone else's network ID
- Forging, fraudulently altering, or willfully falsifying electronic mail headers, electronic directory information, or other electronic information generated, maintained, or otherwise identified as GIA records
- Using electronic communications to forge an academic document
- Using electronic communications to hoard, damage, or otherwise interfere with academic resources
- Using electronic communications to collude on examinations, papers or any other academic work

Other Legal or Proprietary Issues (examples of unacceptable uses)

- Submitting, publishing, displaying, or transmitting any information which encourages the use of controlled substances or uses the system for the purpose of criminal intent
- Using the Internet for any illegal activity
- Transmitting materials, information or software in violation of any local, state or federal law
- Storing or printing files, materials or messages that violate local, state or federal law
- Downloading or posting illegal, proprietary or damaging material
- Transporting illegal, proprietary or damaging material across GIA's networks
- Soliciting the performance of any activity which is prohibited by law
- Tapping phone or network lines

Other issues (examples of unacceptable uses)

- Using GIA resources for unauthorized purposes, or the otherwise unauthorized use of GIA resources
- Use of the Internet for any commercial purpose
- Playing computer games or simulations
- Conducting any political activity
- Making any unauthorized purchases
- Violating the rights to privacy of students, employees of GIA, or anyone else

XIV. REPORTING VIOLATIONS

If you believe that a violation of this policy has occurred, contact the system or network administrator at the phone number posted in the computer room, who will report the incident to the appropriate policy officer. You may also report violations to the Dean of Students, the Director of Education Administration or the Director of the Library and Information Center.

XV. CONSEQUENCES OF VIOLATIONS

Any action by a user specifically prohibited by this document, or determined by a system administrator to constitute an inappropriate use of a computer or network system, is subject to the consequences listed below.

- Denied use of GIA computers and network systems, permanently or for a specified period of time
- Subject to penalties under local, state and federal laws
- Subject to discipline from GIA, up to and including expulsion from school
- Required to pay for damages with regard to teacher time, computer resources, attorney fees, etc., as permitted by law
- Restricted from taking any classes where the computer is a significant part of the curriculum if the class curriculum requires LAN or Internet use
- Deliberate attempts to degrade or disrupt system performance will be viewed as criminal activity under applicable local, state and federal laws

XVI. LIABILITY

- GIA makes no warranties of any kind, whether expressed or implied, for the service provided.
- GIA is not responsible for any damages whatsoever which the user may suffer arising from or related to use of any GIA electronic informational resources, whether such damages be incidental, consequential or otherwise, or whether such damages include loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions, regardless of the cause
- User specifically agrees to indemnify GIA, its officers, agents or employees, including systems administrators, for any claims, liabilities, losses, costs, or damages, including reasonable attorneys' fees incurred by GIA relating to, or arising from, any breach of this agreement by user
- GIA is not responsible for any fines or legal fees imposed on individuals that may result from use or misuse of the GIA computing systems

XVII. OTHER PROVISIONS

- Each party irrevocably consents to the jurisdiction of the courts of the State of California and the federal courts situated in the State of California, in connection with any action to enforce the provisions of this contract or to recover damages or other relief for breach of this agreement
- Reference to “user” is defined to include both the student and the student’s parent or guardian who signs this agreement
- The system administrators will deem what is inappropriate use, and their decision is final

Retain this policy statement for your reference.