

Environmental Charter Schools

Software Policy

The purpose of this policy (the “Software Policy”) is to: (1) establish standards of conduct with the respect to software acquisition, copying, transfer and use, (2) apprise each Environmental Charter School (“ECS”) user (“User”) of the seriousness of software misuse, and (3) set forth disciplinary procedures such misuse.

I. General Provisions

A. Application

This policy applies to all software acquired by or on behalf of ECS (wherever used) and all software (however acquired) used on ECS Resources (collectively, “SOFTWARE”). “Resources” means ECS computers, computer systems, networks, facilities, equipment, software, files, documentation, accounts, and information associated with any of them.

B. Agreements

SOFTWARE may only be used in compliance with applicable license (including “shrinkwrap”) and purchasing agreements.

C. Discipline

Any user who violates the Software Policy will be subject to (i) suspension or revocation of his/he computer account, (ii) disciplinary action including suspension, dismissal, or expulsion (students), (iii) disciplinary procedures of ECS under the relevant policies and rules for faculty, staff, admiration, and students including suspension or termination of employment (employees), and/or (iv) civil or criminal prosecution under federal and/or state law. Noncompliance with certain provisions of the Software Policy may also constitute a violation of federal and/or state law. Penalties under such laws include fines, orders of restitution, and imprisonment.

II. Software Usage Standards

A. Statement of Responsibilities

Each User is responsible for reading, understanding, and adhering to all licenses, notices, and agreements in connection with SOFTWARE which he or she acquires, copies, transmits, or uses or seeks to acquire, copy, transmit, or use. Unless otherwise provided in the applicable license or contact document, any duplication of copyrighted

software, except for backup and archival purposes, may be a violation of federal and state law. In addition to violating such laws, unauthorized duplication of software is a violation of the Software Policy and the ECS Computer Usage Policy.

B. Standards for SOFTWARE Usage

1. Initial Back-up Copies of SOFTWARE
 - a. All SOFTWARE which is ECS Property (as defined in Section II. B.3.a. below) must be copied prior to its initial use and the resulting “master” copy must be stored in a safe place.
 - b. Master copies may not be used for ordinary on-going activities, but must be reserved for recovery from the computer virus infections, hard disk crashes, and other computer problems which render the original or installed copy unattainable or unusable.
 - c. The production and use of back-up copies of SOFTWARE must comply with the applicable license agreement.
2. Acquiring Authorized Copies of SOFTWARE Needed for Classroom, Laboratory, Research, and Business Activities.
 - a. When a User’s legitimate activities in the fulfillment of ECS’ mission including course teaching, laboratory exercises, research, or ECS-related work activities dictate a need for ECS’ acquisition of software not already licensed to ECS or additional copies of licensed software, the User shall request that the Chief Educational Officer (“CEO”) or authorized designee make appropriate new or additional licensed copies.
 - b. Nothing contained in Software Policy shall create: (i) a User’s entitlement to software, (ii) an obligation for ECS to acquire software, (iii) a delegation of authority to any individual to acquire software on behalf of ECS or (iv) liability of ECS for a User’s noncompliance with the Software Policy.
 - c. No User is unauthorized to make copies of any SOFTWARE for any purpose other than authorized licensed copies or backup copies.
3. Ownership of Software
 - a. All Software acquired for or behalf of ECS or developed by ECS employees or contact personnel on behalf of ECS is and shall be deemed ECS Property. All such SOFTWARE must be used in compliance with applicable purchase and license agreements.
4. Transfer of SOFTWARE
 - a. No User may sell, rent, sublicense, lend, transmit, distribute, give, or otherwise convey or make available SOFTWARE or an interest therein to any unauthorized individual or entity.

5. Decompiling SOFTWARE

- a. No User shall decompile, disassemble, or reverse-engineer any SOFTWARE except in those rare circumstances in which ECS' CEO or designee and all applicable SOFTWARE licenses and agreements expressly permit it.

6. Right to Audit

- a. Notwithstanding any privacy rights which might otherwise exist or apply, (i) EC and its agents shall have the right to audit all Resources to permit the SOFTWARE Licensors and their agents to audit some or all Resources to ascertain compliance with their license, purchase, or other applicable agreements.

7. Questions/Reporting Noncompliance

- a. Any User who has questions about SOFTWARE use or the Software Policy shall promptly refer the question to ECS' CEO or designee.
- b. Any User who suspects an incident of noncompliance with the Software Policy by another User shall promptly notify ECS' CEO or designee.

Employee Signature

Date

Print Name