

**DoDEA COMPUTER AND INTERNET ACCESS AGREEMENT
FOR EMPLOYEES, CONTRACTORS, AND VOLUNTEERS**

**DoD STANDARD MANDATORY NOTICE AND CONSENT PROVISION
FOR ALL DoD INFORMATION SYSTEM USER AGREEMENTS**

By signing this agreement, you acknowledge and consent that when you access DoDEA information systems:

a. You are accessing a U.S. Government information system (which includes any device attached to this information system) that is provided for U.S. Government authorized use only.

b. You consent to the following conditions:

(1) The U.S. Government routinely intercepts and monitors communications on this information system for purposes including, but not limited to, penetration testing, communications security monitoring, network operations and defense, personnel misconduct, law enforcement, and counterintelligence investigations.

(2) At any time, the U.S. Government may inspect and seize data stored on this information system.

(3) Communications using, or data stored on, this information system are not private, and are subject to routine monitoring, interception, and search, and may be disclosed or used for any U.S. Government-authorized purpose.

(4) This information system includes security measures (e.g., authentication and access controls) to protect U.S. Government interests, not for personal benefit or privacy.

(5) Notwithstanding the above, using an information system does not constitute consent to personnel misconduct, law enforcement, or counterintelligence investigative searching or monitoring of the content of privileged communications or data (including work product) that are related to personal representation or services by attorneys, psychotherapists, or clergy, and their assistants. Under these circumstances, such communications and work product are private and confidential, as further explained below:

(a) Nothing in this User Agreement shall be interpreted to limit the user's consent, or in any other way restrict or affect, any U.S. Government actions for purposes of network administration, operation, protection, or defense, or communications security. This includes all communications and data on an information system, regardless of any applicable privilege or confidentiality.

(b) The user consents to interception/capture and seizure of ALL communications and data for any authorized purpose, including personnel misconduct, law enforcement, or counterintelligence investigation. However, consent to interception/capture or seizure of communications and data is not consent to the use of privileged communications or data for personnel misconduct, law enforcement, or counterintelligence investigation against any party and does not negate any applicable privilege or confidentiality that otherwise applies.

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(c) Protection of a privilege, or is covered by a duty of confidentiality, is determined in accordance with established legal standards and DoD policy. Users are strongly encouraged to seek personal legal counsel on such matters prior to using an information system if the user intends to rely on the protections of a privilege or confidentiality.

(d) Users should take reasonable steps to identify such communications or data that the user asserts are protected by any such privilege or confidentiality. However, the user's identification or assertion of a privilege or confidentiality is not sufficient to create such protection where none exists under established legal standards and DoD policy.

(e) A user's failure to take reasonable steps to identify such communications or data as privileged or confidential does not waive the privilege or confidentiality if such protections otherwise exist under established legal standards and DoD policy. However, in such cases the U.S. Government is authorized to take reasonable actions to identify such communication or data as being subject to a privilege or confidentiality, and such actions do not negate any applicable privilege or confidentiality.

(f) These conditions preserve the confidentiality of the communication or data, and the legal protections regarding the use and disclosure of privileged information, and thus such communications and data are private and confidential. Further, the U.S. Government shall take all reasonable measures to protect the content of captured/seized privileged communications and data to ensure they are appropriately protected.

(6) In cases where the user has consented to content searching or monitoring of communications or data for personnel misconduct, law enforcement, or counterintelligence investigative searching (i.e., for all communications and data other than privileged communications or data that are related to personal representation or services by attorneys, psychotherapists, or clergy, and their assistants), the U.S. Government may, solely at its discretion and in accordance with DoD policy, elect to apply a privilege or other restriction on the U.S. Government's otherwise-authorized use or disclosure of such information.

(7) All of the above conditions apply regardless of whether the access or use of an information system includes the display of a Notice and Consent Banner according to the Chief Information Officer Memorandum (Reference (h)), (hereafter referred to as a "banner"). When a banner is used, the banner functions to remind the user of the conditions that are set forth in this User Agreement, regardless of whether the banner describes these conditions in full detail or provides a summary of such conditions, and regardless of whether the banner expressly references this User Agreement.

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PRIVACY ACT STATEMENT

AUTHORITY: 10 U.S.C. 2164 and 20 U.S.C. 921-932, authorizing DoD Directive 1342.20, "DoD Education Activity" (2007), authorizing DoD Education Activity Administrative Instruction 6600.1 (2010).

PRINCIPAL PURPOSE(S): The information on this form is used to authorize an individual to use government-owned computer resources in accordance with, and subject to enforcement provisions of, DoD and DoDEA policies governing computer and Internet usage.

ROUTINE USE(S): Disclosure of germane information contained in this form within the Department of Defense is authorized upon a demonstrated "need to know" to perform an official duty. Routine disclosure of relevant and necessary information is authorized to agencies outside of the DoD by DoD Privacy Act Systems Notices, which may be found at <http://www.defenselink.mil/privacy/notices/osd/>. Records are maintained in the workplace.

DISCLOSURE: Voluntary; however, no individual is permitted to use DoDEA-controlled computer resources until they have signed this statement indicating agreement to use such equipment only in accordance with the DoDEA Appropriate Use of DoDEA Information Technology Resources - Terms and Conditions for Employees, Contractors, and Volunteers.

1. INDIVIDUAL INFORMATION *(please print or type)*

a. NAME *(Last, first, middle initial)*

b. TELEPHONE NUMBER *(Include area code)*

c. SCHOOL/OFFICE/DIVISION/BRANCH

d. SUPERVISOR *(Print and Sign)*

2. AGREEMENT

I, *(print name)* _____, am aware of the contents of DoDEA Administrative Instruction 6600.1, which can be found in the Regulations section accessible via the DoDEA home page at www.dodea.edu, and includes the Appropriate Use of DoDEA Information Technology Resources. I have read these documents. In consideration for being given a user account and access to DoDEA Information Technology (IT) resources, I hereby agree to abide by the terms and conditions as stated.

I understand that I have no expectation of privacy when using DoDEA IT resources and that all individuals using DoDEA IT resources are subject to having their activities on the system monitored and recorded. I expressly consent to such monitoring. I am aware that, if such monitoring reveals possible evidence of criminal activity or activity in violation of the Appropriate Use of DoDEA Information Technology Resources - Terms and Conditions for Employees, Contractors, and Volunteers (Enclosure 3), the evidence of such activity may be provided to law enforcement officials and/or to DoDEA officials for use in possible adverse personnel actions or criminal proceedings. I understand that all files stored on DoDEA IT resources are the property of DoDEA and can be made available to DoDEA employees as necessary.

I understand that if I violate the terms and conditions contained in the Appropriate Use of DoDEA Information Technology Resources - Terms and Conditions for Employees, Contractors, and Volunteers (Enclosure 3), such violation(s) may result in the suspension of my computer account or restriction of network privileges and, if warranted, disciplinary or legal action may be taken against me.

a. SIGNATURE

b. DATE (YYYYMMDD)