



Verizon Innovative Learning Project Consent Form

Office of the Chief Technology Officer
MONTGOMERY COUNTY PUBLIC SCHOOLS
850 Hungerford Drive, Room 50, Rockville, Maryland 20850

MCPS Form 566-2
September 2019
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INSTRUCTIONS: Please complete one form for each Montgomery County Public Schools (MCPS) student participating in the Verizon Innovative Learning Project. Students eligible to participate in the Verizon Innovative Learning Project must be enrolled in one of the MCPS participating schools. This consent form must be completed and signed prior to receipt of a device.

STUDENT INFORMATION

Student's Name _____

Student DOB: ___/___/___ Student Age:___ Student Grade:___

Student ID Number:_____ School:_____

Parent/Guardian Name: _____

CONSENT

- I consent to this student's participation in the Verizon Innovative Learning Project. As part of this Project, the student will receive, at no charge, a wireless device and service that have been donated by Verizon Wireless for the student's use as long as the student is an active participant in the Project. I understand that student's authorization to utilize the wireless device and service may be terminated at any time or for any reason by Verizon Wireless.
- I consent to the public use of this student's photograph and video/audio recordings to promote the Verizon Innovative Learning Project in print publications, online publications, presentations, websites, and/or social media without any royalty, fee, or other compensation payable to me or this student as a result of such use. If students or parents of students have opted out then these students' likenesses and voices may not be used in any photographic or audio storytelling done as part of the Verizon Innovative Learning Project.

AUTHORIZATIONS

- I understand that this student will receive a device, along with access to the internet, for academic purposes only. **Usage for non-educational purposes is prohibited.** Selling or transferring a device to any third party or allowing any third party to use wireless service for purposes other than related to the program is prohibited.
- I understand that this student will comply with [MCPS Regulations IGT-RA, User Responsibility for Computer Systems, Electronic Information, and Network Security](#) and [COG-RA, Personal Mobile Devices](#).
- I understand that MCPS may collect data and monitor the student use of the device(s) and service(s), with appropriate notice and consent.
- I understand that MCPS has sole discretion to notify Verizon to terminate service if student violates MCPS Regulation IGT-RA in any way.
- I understand that I need to monitor my data usage so that it does not exceed 5 GB per month and that I may not stream audio or video except in connection with the program, and that I may not stream games.
- I agree not to download any billable or paid applications (apps) except those that are provided by my school.
- I agree not to use the personal hotspot on the device or allow any other devices to access the device's personal hotspot.
- I agree not to remove any hardware (i.e. SIM chip) or software from the device unless authorized by Verizon.
- I agree to use my assigned device only within the 50 states of the United States of America. This includes not making international calls or sending international text, video or picture messages, including calls and messages to Canada and Mexico.
- If my assigned wireless device is lost or stolen, I agree to report it immediately to the school principal or district lead who will then notify Digital Promise.
- I understand that the student is bound by and agrees to the privacy statement posted at <https://www.verizonwireless.com/privacy>, as reasonably amended from time to time by Verizon. Any changes to the privacy statement, posted at <https://www.verizonwireless.com/privacy>, **on the Effective Date of this Agreement**, that are inconsistent with this Agreement or materially alter the obligations of the Parties under this Agreement shall not apply to MCPS or students, without MCPS' express written consent.
- I agree to be kind and safe in my digital interactions with others and to take care of the device assigned to me.
- I understand if I violate any of these terms, I may be required to return my assigned wireless device to the principal who will return it to the district lead.
- I understand that MCPS does not permit or authorize this student to purchase any additional data plans through participation in the Verizon Innovative Learning Project.
- I understand that my school will provide additional details and a separate consent form regarding the research component of the Verizon Innovative Learning Project, which is entirely voluntary, and affirmative parent/guardian consent is required for MCPS to provide any student-level data as part of the Verizon Innovative Learning Project to Verizon Wireless, Digital Promise, or any third party for the research component of the study.
- I have read, understand, and agree to the Verizon Wireless terms and conditions appended to this consent form as Exhibit A, and further understand that Verizon may review this signed consent form at any time.

SIGNATURES

I certify that all information provided on this form is accurate and that I have the authority to provide this consent.

Signature of Parent/Guardian or Eligible Student (if applicable): _____ Date: ____/____/____

Signature of Student Eligible to Participate in the Verizon Innovative Learning Project: _____ Date: ____/____/____

This consent form must be completed prior to a student receiving a device. Information contained on this consent form is Confidential Information and shall only be used to validate eligibility and will not be shared with any third party.

Exhibit A

1. Wireless Device and Service:

The wireless device is intended solely for educational purposes consistent with the Verizon Innovative Learning Project, and it cannot be sold or transferred to any other person or entity. Verizon Wireless will provide voice and data service solely to facilitate your participation in the program; however, if you have excessive usage, make international calls/text messages with your wireless device, stream audio or video other than in connection with the program, or stream games, your service may be limited, slowed or terminated without notice. At the end of your participation in the study, Verizon Wireless will discontinue wireless service to the device and you agree to return the device to Grantee. MCPS reserves the right to terminate its participation in the Verizon Digital Learning Project at any time and to return all devices provided by the Verizon Innovative Learning Project.

2. Treatment of Information Associated with Use of the Device and Service:

Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless") or its vendors and suppliers shall have no liability whatsoever for your losses, claims or damages for any cause whatsoever, including direct, indirect, special, consequential, treble or punitive damages, or for limitations in service, including but not limited to, any failure or disruption of services provided hereunder, regardless of the form of action, whether in contract or in tort or otherwise, except to the extent suffered or incurred by reason of, or occasioned wholly or in part by, Verizon Wireless or Digital Promise's negligence, willful misconduct, or its violation of any applicable legal requirement. This limitation includes losses, damages, claims or expenses of any kind arising out of the use or attempted use of the services, or inability to access life support or monitoring systems or devices, 911 or E911 or other emergency call or service. You shall not be deemed a third-party beneficiary of any contract between Digital Promise and Verizon Wireless

3. Failure and/or Disruption of Services:

Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless") or its vendors and suppliers shall have no liability whatsoever for your losses, claims or damages for any cause whatsoever, including direct, indirect, special, consequential, treble or punitive damages, or for limitations in service, including but not limited to, any failure or disruption of services provided hereunder, regardless of the form of action, whether in contract or in tort or otherwise, except to the extent suffered or incurred by reason of, or occasioned wholly or in part by, Verizon Wireless's negligence, willful misconduct, or its violation of any applicable legal requirement. This limitation includes losses, damages, claims or expenses of any kind arising out of the use or attempted use of the services, or inability to access life support or monitoring systems or devices, 911 or E911 or other emergency call or service. You shall not be deemed a third-party beneficiary of any contract between the Grantee and Verizon Wireless.

4. ARBITRATION

YOU AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW:

- (i) ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR TO ANY DEVICE OR SERVICE PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT, WILL BE SETTLED BY INDEPENDENT ARBITRATION INVOLVING A NEUTRAL ARBITRATOR AND ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER WIRELESS INDUSTRY ARBITRATION ("WIA") RULES, AS MODIFIED BY THIS AGREEMENT. WIA RULES AND FEE INFORMATION ARE AVAILABLE FROM THE AAA at www.adr.org. **ARBITRATION IS NOT A COURT PROCEEDING. THE RULES OF ARBITRATION DIFFER FROM THE RULES OF COURT. THERE IS NO JUDGE OR JURY IN AN ARBITRATION PROCEEDING.** THIS ARBITRATION CLAUSE SHALL APPLY TO ANY CLAIMS THAT YOU MIGHT SEEK TO ASSERT AGAINST VERIZON WIRELESS AND TO ANY CLAIMS THAT GRANTEE OR VERIZON WIRELESS MIGHT SEEK TO ASSERT AGAINST YOU. VERIZON WIRELESS IS A THIRD PARTY BENEFICIARY OF THIS AGREEMENT FOR SUCH PURPOSE.
- (ii) The Federal Arbitration Act applies to this Agreement. If multiple claims are joined in one action, some of which would not be subject to arbitration, the latter claims must be stayed until any claims in that action that are subject to arbitration have been resolved. If claims are asserted against multiple parties, some of whom are not required to arbitrate, the claims subject to arbitration must be severed; However, You retain your right to file a complaint with any regulatory agency or commission.
- (iii) No arbitrator has authority to award relief in excess of what this Agreement provides. In all arbitrations, the arbitrator must give effect to applicable statutes of limitations and will decide whether an issue is arbitrable or not. In a Large/Complex Case arbitration, the arbitrators must also apply the Federal Rules of Evidence and the losing party may have the award reviewed by a review panel consisting of three (3) arbitrators.

Verizon Wireless Philanthropic device Plan

Monthly Access Fee	\$0.00
Monthly Data Allowance	Unlimited*

Notes: This plan is available for Tablets, Mifis, Jetpacks or other devices that can be connected to the Verizon network as specified by Verizon in its sole discretion. Service is available in the Verizon Wireless Extended Rate and Coverage Area. Coverage not available everywhere. 4G service requires 4G equipment and 4G coverage. Verizon may choose to make 5G service available hereunder in its sole discretion. Any 5G service made available hereunder requires 5G equipment and 5G coverage. Current coverage details can be found at www.verizonwireless.com.

Data Services: *If an End User uses more than 10 GB of data in any given month, Verizon Wireless reserves the right to limit the data throughput speed of additional data usage to the then-current 3G or 1x speeds during that given month and/or to suspend service without notice. Mobile Hotspot/Mobile Broadband Connect services are not available on this Plan. Many services and applications offered through your device may be provided by third parties. Before you use, link to or download a service provided by a third party, or an application such as a non-Verizon Wireless location-based GPS-type service, chat room, marketplace or social network from your device, you should review the terms of such service or application and applicable privacy policy. Personal information you submit may be read, collected or used by the service or application provider and/or other users of forums. Verizon Wireless is not responsible for any information, content or services you access, download or use. You are responsible for maintaining virus and other Internet security protections when accessing service. For additional information, visit the Verizon Content Policy at <http://responsibility.verizon.com/contentpolicy>. Any changes to this policy, as posted at this link on the Effective Date of this Agreement, that are inconsistent with this Agreement or materially alter the obligations of the Parties under this Agreement shall not apply to MCPS or its students or employees, without MCPS' express written consent. We are implementing optimization and transcoding technologies in our network to transmit data files in a more efficient manner to allow available network capacity to benefit the greatest number of users. These techniques include caching less data, using less capacity, and sizing the video more appropriately for the device. The optimization process is agnostic to the content itself and to the website that provides it. While we invest much effort to avoid changing text, image, and video files in the compression process, and while any change to the file is likely to be indiscernible, the optimization process may minimally impact the appearance of the file as displayed on your device. For a further, more detailed explanation of these techniques, please visit verizonwireless.com/vzwoptimization. Any changes to this policy, as posted at this link on the Effective Date of this Agreement, that are inconsistent with this Agreement or materially alter the obligations of the Parties under this Agreement shall not apply to MCPS or its students or employees, without MCPS' express written consent.

Data Services: Permitted Uses. You can use our Data Services for accessing the Internet and for such things as: (i) Internet browsing; (ii) email; (iii) intranet access (including accessing corporate intranets, email and individual productivity applications made available by your company); (iv) uploading, downloading and streaming of audio and video; and (v) Voice over Internet Protocol

(VoIP). Data Services: Prohibited Uses. You may not use our Data Services for illegal purposes or purposes that infringe upon others' intellectual property rights, or in a manner that interferes with other users' service; that violates trade and economic sanctions and prohibitions as promulgated by the departments of Commerce, Treasury or any other U.S. government agency; that interferes with the network's ability to fairly allocate capacity among users or that otherwise degrades service quality for other users; or for uploading, downloading or streaming of games. Examples of prohibited usage include: (i) server devices or host computer applications that are broadcast to multiple servers or recipients such that they could enable "bots" or similar routines (as set forth in more detail in (ii) below) or otherwise degrade network capacity or functionality; (ii) "auto-responders," "cancel-bots," or similar automated or manual routines that generate amounts of net traffic that could disrupt net user groups or email use by others; (iii) generating "spam" or unsolicited commercial or bulk email (or activities that facilitate the dissemination of such email); (iv) any activity that adversely affects the ability of other users or systems to use either Verizon Wireless' services or the Internet-based resources of others, including the generation or dissemination of viruses, malware or "denial of service" attacks; (v) accessing, or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate, Verizon Wireless' or another entity's network or systems; or (vi) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle, or "keep alive" functions, unless they adhere to Verizon Wireless' requirements for usage, which may be changed from time to time. We further reserve the right to take measures to protect our network and other users from harm, compromised capacity or degradation in performance. These measures may impact your service, and we reserve the right to deny, modify or terminate service, with or without notice, to anyone we believe is using Data Services in a manner that adversely impacts our network. We may monitor your compliance, or other subscribers' compliance, with these terms and conditions, but we will not monitor the content of your communications except as otherwise expressly permitted or required by law. [See verizonwireless.com/privacy]. Any changes to this policy, as posted at this link on the Effective Date of this Agreement, that are inconsistent with this Agreement or materially alter the obligations of the Parties under this Agreement shall not apply to MCPS or its students or employees, without MCPS' express written consent.]