

Intellectual Property Loss Prevention Checklists

Website

- Know the origin of all material on the site & get authority where needed
- Don't have a bulletin board
- Ensure meta-tags are not copyrighted words
- Get authority to frame or link, and where to link within the other site
- Obtain parent's consent to use their child's picture or work on the school website
- If you use student's work, do not include personal information such as names or ages
- Sites with E-Commerce
 - need stand alone system to maintain privacy of information
 - use encryption technology
 - have authentication / authorisation procedures
 - constantly update firewalls and security
 - create a privacy statement and adhere to it
- Have an Intellectual Property lawyer review any site prior to launch

Student Internet Use

- Create an Internet use policy and share it with students, parents and teachers
- Post the rules at each terminal so students can refer to them
- Consider having students sign a contract wherein they promise to abide by those rules
- Consider obtaining a consent form from parents for their child to use the Internet at school
- Revise the policy annually to keep up with Internet developments
- Control access to unacceptable sites through filtering or blocking software
- Don't allow aimless surfing – the user should have a definite purpose
- Don't allow downloads of programs
- Always have a supervisor on duty
- Limit the computer time allowed per person / per day
- Electronically monitor the sites visited, to identify problems early

E-mail Use

- Advise users to not open e-mail from strangers
- Advise users to not include personal information in an e-mail
- Advise users to never arrange to meet anyone they don't know
- Or – simply don't allow access to free e-mail sites, consider a single class e-mail address that you can monitor

Sample

Responsible Internet Use (Elementary School)

I will ask permission before going into any Web-site, unless my teacher has already approved that site.

I will use only my own login and password, and keep them secret.

I will not look at or delete other people's files.

I will not bring floppy disks into school without permission.

I will only e-mail people I know, or people who my teacher has approved.

I will send only polite messages.

I will not give my home address or phone number by e-mail, or arrange to meet someone.

I will ask for permission before opening e-mail from someone I don't know.

I will not use Internet chat.

If I see anything that I do not like, or that makes me unhappy, I will tell a teacher right away.

I know that the school may check my computer files and will know what Internet sites I visit.

I understand that if I break any of these rules on purpose, I could be stopped from using the Internet or computers.

The school may exercise its right to electronically monitor the use of computers, including the monitoring of web-sites, the interception of E-mail and the deletion of inappropriate materials in circumstances where it believes unauthorised use of the school's computer system is or may be taking place, or the system is or may be being used for criminal purposes or for storing text or imagery which is unauthorised or unlawful.

Sample

Responsible Internet Use (Junior / High School)

The school computer system provides Internet access for students and staff. This Responsible Internet Use statement will help protect students, staff and the school by clearly stating what is acceptable and what is not.

Access must only be made via the User's authorised ID and password, which must not be shared with others.

Computer and Internet use must be appropriate to the student's education or to staff professional activity.

Copyright and intellectual property rights must be respected.

Users are responsible for e-mail they send and for contacts they make.

E-mail should be written carefully and politely. As messages may be forwarded, e-mail is best regarded as public property.

Anonymous messages and chain letters must not be sent.

The use of public chat rooms is not allowed.

The School computers may not be used for private purposes, unless prior authorisation is obtained from the principal.

Use of computers for personal financial gain, gambling, political purposes or advertising is forbidden.

No purchases may be made, nor credit card numbers provided to suppliers.

The security of School systems must not be compromised.

Irresponsible use may result in the loss of Internet access.

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Elements Of A Contract

Disclaimer of Warranties:

States that the products and services are provided ‘as is’ without warranties. If the contractor has written the contract, this clause will be in it. You need to fully understand the product or service to know that ‘as is’ is acceptable to you.

Exclusive Remedy:

Gives an absolute solution to a potential problem – such as “we will repair or replace a defective component within 90 days”. It limits your recourse against the contractor. Make sure the remedy is an acceptable solution.

Limitation of Liability:

Will say that the vendor shall in no event be liable for any indirect, incidental, special or consequential damages including lost revenues, etc. Again, it limits your recourse, but there will be a dollar figure attached to this – so make sure the figure is reasonable.

Liquidated Damages:

Refers to consequential damages or damages arising out of an event caused by the contractor. It will limit the vendor’s maximum liability, usually to the cost of that portion of the contract that has resulted in a loss. The I.T. person you placed in charge will be able to tell you if this clause is acceptable.

Delivery:

States that the times and schedules quoted for delivery are estimates only and the vendor is not liable for delays. If you can, have a reasonable time limitation inserted here, you don’t want to be waiting months for your project to be completed.

Integration:

A clause that states this particular contract supersedes all prior agreements and any modifications must be in writing and signed by the vendor. This protects both sides.

Arbitration:

Gives an alternative to suing, and is in the best interests of both parties as it’s certainly cheaper than suing. The Jurisdiction part will state *where* a suit is allowed to be brought if arbitration fails.