

Digital Promise - Austin Independent School District

Memorandum of Understanding

**Exhibit C
MINOR STUDENT END USER PARTICIPATION AGREEMENT**

This MINOR STUDENT END USER PARTICIPATION AGREEMENT (this “Agreement”), effective as of the date executed below (“Effective Date”), is entered into by and between **National Center for Research in Advanced Information and Digital Technologies d/b/a Digital Promise (“Digital Promise”)** and _____ (the parent or guardian (“Parent/Guardian”) of the minor student participating in the Digital Promise program (the “Student Participant”), who shall be referred to as the “End User” or “you” or “Your”) collectively referred to herein as the “Parties.”

By your signature, you acknowledge and agree to the following:

PURPOSE

Student Participant will receive a wireless device and data service at no charge in order to facilitate participation in the **Digital Promise** program. The wireless device and service have been donated by Verizon Wireless to Digital Promise and are provided to Student Participant by Digital Promise under the terms and conditions of this Agreement. This Agreement may be terminated at any time by Verizon Wireless for any reason. The term of this Agreement shall be from the date of execution by Parent/Guardian until Student Participant is no longer an active participant in the program.

WIRELESS DEVICE AND SERVICE

The wireless device is intended for Student Participant’s use alone, solely for purposes of the program, and it cannot be sold or transferred to any other person or entity. Verizon Wireless will provide voice and data service solely to facilitate participation in the program; however, if Student Participant has excessive usage, makes international calls/text messages with the wireless device, stream games, or stream audio or video other than in connection with the program, the service may be limited, slowed or terminated without notice. At the end of Student Participant’s participation in the program, Verizon Wireless will discontinue wireless service to the device and you agree to return the device to the District Lead.

TREATMENT OF INFORMATION ASSOCIATED WITH USE OF THE DEVICE AND SERVICE

Information about the Student Participant’s use of the wireless device and service, including, but not limited to, details of when he or she used data services or placed calls and to whom, is information of Digital Promise, as the customer of record for the device and service. Therefore, this information may be accessed by and shared with Digital Promise, and those parties to whom Digital Promise authorizes, including the Verizon Global Corporate Citizenship Organization (“VGCCO”).

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 End User’s 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. This limitation includes

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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.

ARBITRATION

END USER AGREES 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 END USER MIGHT SEEK TO ASSERT AGAINST GRANTEE OR VERIZON WIRELESS AND TO ANY CLAIMS THAT GRANTEE OR VERIZON WIRELESS MIGHT SEEK TO ASSERT AGAINST END USER. VERIZON WIRELESS IS A THIRD PARTY BENEFICIARY OF THIS AGREEMENT FOR SUCH PURPOSE.

(ii) The Federal Arbitration Act applies to this Agreement. **EVEN IF APPLICABLE LAW PERMITS CLASS ACTIONS OR CLASS ARBITRATIONS, END USER WAIVES ANY RIGHT TO PURSUE ON A CLASS BASIS ANY SUCH CONTROVERSY OR CLAIM AGAINST DIGITAL PROMISE OR VERIZON WIRELESS, OR ANY OF THEIR AFFILIATES OR PREDECESSORS IN INTEREST.** 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, End User retains his/her 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, or to order consolidation or class arbitration, except that an arbitrator deciding a claim arising out of or relating to a prior agreement may grant as much substantive relief on a non-class basis as such prior agreement would permit. 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.

Parent or Guardian:	Digital Promise:
Sign Here:	Sign Here:
Print Name:	Print Name: Kathryn Petrillo-Smith
Address:	Address: 1001 Connecticut Ave NW, #935 Washington, DC 20036
Date:	Date:
Name of student participant:	

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Student Name: _____ Parent/Guardian Name: _____

Parent/Guardian and Student Checklist

Please initial each line below to confirm your understanding and agreement:

Initial

P/G	S	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.
P/G	S	I agree not to download any billable or paid applications (apps) except those that are provided by my school.
P/G	S	I agree not to use the personal hotspot on the device or allow any other devices to access the device's personal hotspot.
P/G	S	I agree not to remove any hardware (i.e. SIM chip) or software from the device unless authorized by Verizon.
P/G	S	I agree to use my assigned device only within the 50 states of the United States of America.
P/G	S	If my assigned wireless device is damaged, lost or stolen, I agree to report it immediately to the District Lead.
P/G	S	I understand that the device may be used only to facilitate my participation in the program, and that I may not sell or transfer the device to any third party or allow any third party to use the wireless service for purposes other than related to the program.
P/G	S	I understand that Digital Promise, Verizon Wireless or VGCCO can suspend or terminate service at any time, without notice.
P/G	S	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.

Parent/Guardian

Date

Student (Name and AISD ID)

Date