



Google Data Storage and Usage Policy and Terms of Service

The Hotchkiss School

June 1, 2012

Purpose:

This policy describes the Hotchkiss School's terms of service for the use of the *Google Apps for Education* service. All students and employees of The Hotchkiss School have their hotchkiss.org mail accounts and calendars, as well as Google drive contents and Google documents, remotely hosted by Google.

The purpose of these terms of service is primarily to make the community aware of certain obligations and considerations when using the hosted *Google Apps for Education* services. By following the terms outlined below, the School will be better able to maintain compliance with applicable laws and regulations, and better able to protect the privacy of the community and their data.

Scope:

This policy applies to all students, faculty, staff, and any other members of the Hotchkiss community who utilize any components of the *Google Apps for Education* service.

Core services secured and managed by Hotchkiss ITS:

While ITS may approve additional services, only the services in the core listing below are protected by the *Google Apps for Education* terms and privacy settings. If you use services outside of the core services you may be subject to tracking and ads by Google. This privacy protection only applies to the services listed when logged in using the @hotchkiss.org account.

1. Google Mail
2. Google Docs / Drive
3. Google Calendar
4. Google Groups
5. Google Sites
6. Google Talk
7. Google Video

Because of regulatory requirements and responsibilities, as well as the way Google stores and handles data, there are certain restrictions in place regarding how the services are used, and what type of data can reside out in the Google environment. These restrictions will serve to protect the School, and to protect its users' privacy.

Requirements and Responsibilities while utilizing services:

- When utilizing *Google Apps for Education* services, you are bound by the Hotchkiss School Acceptable Use Policy (AUP), found at http://hotchkissmedia.org/ITS_docs/aup.pdf

- Any community member utilizing *Google Apps for Education* services must agree and adhere to the Google Terms of Service, found at:
http://www.google.com/apps/intl/en/terms/education_terms.html
- Users must also be aware that their data may be stored in data centers outside the borders of the United States.
- As stated in the AUP, the School reserves the right to review all information created or stored on School resources (including *Google Apps for Education*), and take action if the material violates policy, local law, or federal law. In addition, if School data is stored on personal devices, the School reserves the right to implement policies to protect data on those devices and review any School data on personal devices.
- Users in the Hotchkiss community must acknowledge that Google can terminate their accounts if they fail to abide by the Google Terms of Service.
- Departments that handle sensitive data, including but not limited to Health Services, Human Resources, Accounting, and Alumni & Development, must take care to keep all sensitive data on the Hotchkiss network and not in Google.
 - Sensitive data for the purposes of this agreement: is any data that contains personally identifiable information, or falls under certain regulatory requirements such as PCI or HIPAA, or is protected by state laws such as the Massachusetts Data Privacy Law 2001 CMR 17.
- Any document that is placed in Google Docs or Google Drive should never be shared to the Internet unless there is a specific purpose for doing so, and the document does not contain sensitive data.
 - Users must take responsibility to know the regulations and guidelines that surround their departments and the data their departments deal with. If they have any questions about regulations, they must seek advisement.
- Users must log out when finished using any Google apps. This is especially important if using a publicly accessible computer, and any computer to which someone else may access. Users who forget to log out of such a computer and no longer have access to it must contact ITS immediately to be remotely logged out. If this is not done, others may have access to all their email and other Google Apps data (including documents others have shared with you) for an extended period of time.

The Hotchkiss ITS administrators currently use services that will alert them if inappropriate or sensitive content is placed in Google Docs. This process is automated and does not involve ITS employees manually scanning through items. Administrators do not see or read content unless there is a suspected violation of policy, terms of service, or local or federal law.

If administrators find that data stored by Google is improperly shared, contains sensitive data, or in any other way violates School policy, state or federal law, action may be taken. Actions can include notification to the user that the information must be removed or secured, removal of data from the account, or changing permissions on data in the account.

As with any policy, the School will take appropriate disciplinary action in response to violations of this Policy. Violations of this policy may result in punishment, up to and including dismissal from school for students and termination of employment for employees.

Mobile Devices: Additional Requirements and Responsibilities:

While using a mobile device to access data owned by the Hotchkiss School, you are giving ITS administrators express rights to enforce policy, and protect school data as outlined in the agreement below.

At no time will ITS administrators view personal data on your device, although location may be used with the user's permission in the event the device is reported as lost. In certain circumstances, users may have the option to view their devices location using Google tools. Administrators do not have the ability to view your device's location.

In setting up and using Hotchkiss school services on any mobile device, the primary user of the device understands and agrees to the following:

1. The mobile device will be set up using ITS-approved methods only unless otherwise approved by the ITS Director or Systems Architect. Currently supported methods include native Exchange setup for Google on iOS devices, and Google Sync on Android devices. After your device has been set up by ITS to use the approved method, your device will be secure. This will allow you to use any approved methods for data access.
2. The device will have a policy applied to it. The policy will require the user to set up a screen lock password of 6 characters or more, and will require the device to lock the screen after 15 minutes of activity. Policy settings are subject to change with 24 hours prior notice to the user.
3. Users will immediately report any lost devices to the ITS Help Desk. Users who do not report the loss and allow the ITS department to take necessary action put data at risk, and also put the School at risk of legal action, monetary loss, and reputation damage.
4. If the device is lost for more than 72 hours, ITS administrators have permission to remotely wipe the device, which will set the device back to factory defaults and delete all Hotchkiss and personal data on the device. This is to protect any Hotchkiss or personal data by ensuring it will not be viewed by someone who has stolen or found and not reported the device. Without taking this precautionary step, the School would be at risk of data exposure, and possibly face significant fines.
5. When users are no longer employed by Hotchkiss, or are no longer enrolled as students, they agree to take their devices to the ITS help desk to have the Hotchkiss data removed prior to departure. Users who fail to do so authorize the ITS administrators to wipe the device of all data (including personal data). An attempt will be made to contact users via email 24 hours prior to wiping devices.
6. Users will not access Hotchkiss accounts or data on a "jailbroken" device.

Changes to this Policy:

The Hotchkiss School reserves the right to change this policy at any time, and will post the most up-to-date copy on Blueboard under "Policies." The community will be notified of substantial changes. Continued use of services after any changes are published binds the user to the revised policy.

I agree to take utmost care in using Hotchkiss systems and information, and to abide by the terms of the Google Data Storage and Usage Policy, The Hotchkiss AUP, the Google Terms of Service, and if using a mobile device, the mobile device support policy, at all times. I understand that any violation of this agreement or the Hotchkiss School's policies may result in disciplinary action, up to and including termination of employment or dismissal from the school:

Device ID (if applicable -- will be completed by ITS)

Email Address

Print Name

Title

Signature

Date

Hotchkiss Representative Signature

Date