



Northern Marianas College

Office of Information Technology

P.O. Box 501250 • Saipan, MP 96950 U.S.A. • Phone: (670) 234-5498 Ext. 6765
Web Site: www.marianas.edu

Information Technology Resource Custody Agreement

These Terms and Conditions ("Agreement") govern the use of laptops or computers provided by Northern Marianas College ("NMC") to its employees. Please read this Agreement carefully before using any laptop or computer equipment provided by NMC. By using the laptop or computer, you agree to be bound by the terms and conditions outlined below:

1. Ownership and Responsibility

- a. The laptops or computers provided by NMC remain the property of NMC at all times.
- b. NMC reserves the right to monitor and manage the devices provided, including but not limited to implementing security measures, updating software, and enforcing compliance with NMC policies.
- c. Employees are responsible for the proper care, safeguarding, and lawful use of the laptop or computer equipment.
- d. Any damage or issues with the equipment must be reported immediately to the NMC IT department.

2. Permitted Use

- a. The laptops or computers are to be used solely for official duties and tasks related to employment at NMC.
- b. Employees must comply with all applicable laws, NMC policies, and regulations, including but not limited to the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA).

3. User Conduct

- a. Employees are expected to use the laptop or computer in a responsible and professional, and ethical manner.
- b. Employees must not engage in any activities that may disrupt or interfere with the proper functioning of the equipment or the network.
- c. Employees must not attempt to access or use any unauthorized software, files, or data, including personally identifiable information protected by FERPA or HIPAA.

4. Data and Privacy

- a. NMC is not responsible for any loss or damage to personal files or data stored on the laptop or computer.
- b. NMC is committed to protecting the privacy and confidentiality of employee data stored on the laptop or computer.
- c. Employees must exercise due diligence in protecting sensitive and confidential information and must not disclose or share such information with unauthorized individuals.
- d. Employees are responsible for regularly backing up their files and protecting their personal data.
- e. NMC reserves the right to monitor and review the usage of the laptops or computers for security, compliance, and data protection purposes.

5. Prohibited Activities

- a. Employees must not engage in any activities that are illegal, unethical, or violate NMC policies, FERPA, HIPAA, or other local and/or federal applicable laws and regulations.
- b. Prohibited activities include but are not limited to: accessing or distributing explicit or offensive material, engaging in hacking or unauthorized network access, or engaging in any form of harassment or discrimination.



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6. Security

- a. Employees must maintain the confidentiality and security of any usernames, passwords, or access credentials provided to them.
- b. Any suspected security breaches or concerns must be immediately reported to the IT department.

7. Liability

- a. NMC is not liable for any direct, indirect, incidental, or consequential damages arising from the use of the laptops or computers.
- b. NMC is not responsible for any loss, theft, or damage to personal belongings or data stored on the equipment.
- c. If employees are found responsible for negligence leading to loss or damage, they may be required to cover the repair or replacement costs of the equipment, as determined by NMC.
- d. NMC reserves the right to deduct the expenses incurred due to negligence-related loss or damages from employee salaries or take appropriate legal action to recover the expenses incurred.

8. Termination

- a. NMC reserves the right to terminate an employee's access to the laptop or computer at any time and for any reason.
- b. Upon termination of employment or transfer to another position within NMC, employees must return the laptop or computer to the IT department in the same condition as when it was provided.

9. Amendments

- a. NMC reserves the right to modify or amend these Terms and Conditions at any time.
- b. Any changes to the Agreement will be communicated to employees in writing or through official NMC channels.

10. Governing Law

- a. This Agreement shall be governed by and construed in accordance with the laws of the Northern Mariana Islands.
- b. Any disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the courts in the Northern Mariana Islands.

By using the laptop or computer equipment provided by NMC, employees acknowledge that they have read, understood, and agreed to be bound by these Terms and Conditions. Failure to comply with these terms may result in disciplinary action, loss of access to the equipment, or other appropriate measures as determined by NMC.

By signing below, you acknowledge your agreement to the above Terms and Conditions:

Name: _____ Signature _____ Date: _____