



# Sample Form Packet

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**Exhibit B**  
**END USER PARTICIPATION AGREEMENT**

This 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** (the “Grantee”) and \_\_\_\_\_ (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**

1. You will receive a wireless device and service at no charge in order to facilitate your participation in the **National Center for Research in Advanced Information and Digital Technologies d/b/a/ Digital Promise** program. The wireless device and service have been donated by Verizon Wireless and are provided to you by the Grantee 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 you until you are no longer an active participant in the program.

**WIRELESS DEVICE AND SERVICE**

2. The wireless device is intended for your 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 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.

**TREATMENT OF INFORMATION ASSOCIATED WITH USE OF THE DEVICE AND SERVICE**

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

**FAILURE AND/OR DISRUPTION OF SERVICES**

4. Celco 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 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.

**ARBITRATION**

**5. END USER AGREES THAT, TO THE FULLEST EXTEND 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](http://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 GRANTEE 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.

<b>Individual (End User):</b>	<b>National Center for Research in Advanced Information and Digital Technologies d/b/a/ Digital Promise (Grantee):</b>
Sign Here:	Sign Here:
Print Name:	Print Name:
Address:	Address:
Date:	Date:

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

Initial	
	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).
	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.
	I agree not to make international calls or send 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 device is for my use only, to facilitate 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.
	I understand that Verizon Wireless or VGCCO can suspend or terminate service at any time, without notice.

I understand if I violate any of these terms, I may be removed from the program and must return my assigned wireless device to the School Principal who will return it to the District Lead.

\_\_\_\_\_

End User (SIGN NAME ABOVE)

\_\_\_\_\_

Date

**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 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](http://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.

<b>Parent or Guardian:</b>	<b>Digital Promise:</b>
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:	

Student Name: \_\_\_\_\_ Parent/Guardian Name: \_\_\_\_\_

### Parent/Guardian and Student Checklist

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

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	I agree not to download any billable or paid applications (apps) except those that are provided by my school.
S	
P/G	I agree not to use the personal hotspot on the device or allow any other devices to access the device's personal hotspot.
S	
P/G	I agree not to remove any hardware (i.e. SIM chip) or software from the device unless authorized by Verizon.
S	
P/G	I agree to use my assigned device only within the 50 states of the United States of America.
S	
P/G	If my assigned wireless device is damaged, lost or stolen, I agree to report it immediately to the District Lead.
S	
P/G	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.
S	
P/G	I understand that Digital Promise, Verizon Wireless or VGCCO can suspend or terminate service at any time, without notice.
S	
P/G	I agree to be kind and safe in my digital interactions with others and to take care of the device assigned to me.
S	

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

Date

**General Release**

I grant Verizon Communications Inc., its subsidiaries, successors, assigns, and licensees (“Verizon”) the following rights:

- 1. I grant Verizon the right to take photographs and videos of me and my likeness and record or otherwise take my voice for testimonials and other statements (“Photography”).
- 2. I also grant Verizon the right to edit and use the Photography at any time and in any way whatsoever, for any purpose, and in any manner and medium, including but not limited to, advertising, publicity or promotional material, in print, video, television, radio, or any other media, electronic or otherwise, including websites and the Internet, and to use quotations and soundtrack recordings of me or my voice in connection with the use of the Photography.
- 3. I waive any right to inspect or approve the Photography or how the Photography is used and further waive any claim that I may have with respect to its use.
- 4. I acknowledge that I will not receive any compensation other than any publicity that I may receive relating to the use of the Photography.
- 5. I forever release and discharge, and agree to hold harmless Verizon and its directors, officers, agents, employees, shareholders and representatives from any and all liability for any violation of any personal rights (including right of privacy and right of publicity), intellectual property rights or any other rights which I may have arising out of or in connection with Verizon’s use of the Photography.
- 6. I represent and warrant that I am of full age and have every right to contract in my own name in the above regard. This agreement shall be binding upon me, my heirs, legal representatives and assigns.

I hereby agree and consent:

Printed Name	Signature	Address	Date

If a minor: I am the (parent/legal guardian) of the named minor. I agree and consent to the foregoing on behalf of the minor and personally join in the warranties and representations above. I also agree to indemnify and hold harmless Verizon against any claims the minor may make as a result of Verizon’s use of the Photography as described above.

Printed Name of Minor	Printed Name of Parent/Legal Guardian	Signature of Parent/Legal Guardian	Address	Date





## Media and Data Release

1. For good and valuable consideration, the receipt of which is hereby acknowledged, Institution (as identified in the signature block below) hereby irrevocably grants to Digital Promise, its employees, agents, and anyone else designated by Digital Promise, the nonexclusive rights and permissions to take, use (including without limitation to reproduce, distribute, display, and perform), and adapt video footage and photographs containing the image, voice, likeness, and/or names of students, teachers, and other personnel of Institution, for any purpose, in any and all media (including without limitation print, television, radio, and electronic media), whether now existing or hereinafter created, throughout the world, in perpetuity.

2. Further, Institution (as identified in the signature block below) hereby irrevocably grants to Digital Promise, its employees, agents, and anyone else designated by Digital Promise, the nonexclusive rights and permissions to gather data from anonymous surveys, observations, and, interviews in the interest of identifying means by which digital technologies can support the Institution's goal for continuous improvement in instruction and learning.

3. Institution represents and warrants that Institution holds all necessary rights to grant Digital Promise the rights authorized in this Release, and that Institution has not granted to anyone else rights inconsistent with the rights that Institution grants to Digital Promise in this Release. Institution hereby releases and discharges, and will hold harmless and defend, Digital Promise and its officers, directors, employees, agents, representatives, designees, and assigns from and against any and all demands, liabilities, claims, costs, and expenses related to or arising from their use of the video footage and photographs, including without limitation those arising from alleged or actual copyright infringement, violations of rights of publicity or privacy, defamation, or libel.

4. Digital Promise agrees not to collect or use media or data from individuals who specifically opt-out in writing with the Institution. The Institution will make such individuals known to Digital Promise and assist in making sure that such individuals are not included in the media and data collection process.

5. This Release constitutes the entire understanding between Digital Promise and Institution with respect to the subjects discussed in this Release, and may not be amended except by a writing signed by both Digital Promise and Institution. This Release shall be binding upon Institution and its legal representatives, successors, and assigns.

Signature: \_\_\_\_\_

By signing above, I represent that I have the authority to bind the named Institution to this release.

Name and Title: \_\_\_\_\_

Institution: \_\_\_\_\_

Institution Address: \_\_\_\_\_

Date: \_\_\_\_\_



**Media and Data Release**

1. For good and valuable consideration, the receipt of which is hereby acknowledged, I hereby irrevocably grant to Digital Promise, its employees, agents, and anyone else designated by Digital Promise, the nonexclusive rights and permissions to take, use (including without limitation to reproduce, distribute, display, and perform), and adapt video footage and photographs containing the image, voice, likeness, and/or name of the minor identified in the signature block below, for any purpose, in any and all media (including without limitation print, television, radio, and electronic media), whether now existing or hereinafter created, throughout the world, in perpetuity. I have not granted to anyone else rights inconsistent with the rights that I grant to Digital Promise in this Release.

2. Further, I hereby irrevocably grant to Digital Promise, its employees, agents, and anyone else designated by Digital Promise, the nonexclusive rights and permissions to gather data from anonymous surveys, observations, and interviews in the interest of identifying means by which digital technologies can support the district’s goal for continuous improvement in instruction and learning.

3. I hereby release and discharge Digital Promise and its officers, directors, employees, agents, representatives, designees, and assigns from and against any and all demands, liabilities, claims, costs, and expenses related to or arising from their use of the video footage and photographs, including without limitation those arising from alleged or actual copyright infringement, violations of rights of publicity or privacy, defamation, or libel.

4. This Release constitutes the entire understanding between Digital Promise and myself with respect to the subjects discussed in this Release, and may not be amended except by a writing signed by both Digital Promise and myself. This Release shall be binding upon me and my legal representatives, successors, and assigns.

**Print Name of Minor:** \_\_\_\_\_

**Signature of Parent or Legal Guardian:** \_\_\_\_\_

By signing above, I represent that I have the authority to sign this Release on behalf of the minor named above.

**Print Name of Parent or Legal Guardian:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Insert  
Your District's**

**WESTAT**

**Research Information  
and forms  
HERE**

## **Use of Electronic Signatures**

Districts may opt to utilize electronic signatures instead of paper forms.

Requirements of electronic signatures:

- Information shared electronically must match the paper versions.
- Agreements need to obtain name and other identifying information for student and parent that is completed prior to signature.
- These electronic records must be retained for a period of three years after the district exits the VILs program.
- The district needs to be able to access the data during the entire retention period. (Easily accessible, not in a back-up storage).