



## *KZN Department of Education*

**ISIFUNDAZWE SAKWAZULU-NATALI**  
**PROVINCE OF KWAZULU-NATAL**

### **INFORMATION TECHNOLOGY USER AGREEMENT**

*entered into by and between:*

Mr/Ms \_\_\_\_\_ (hereinafter referred to as the "USER") and the KZN Department of Education (hereinafter referred to as the "Department"); and

WHEREAS the purpose of this agreement is to outline the terms and conditions of utilizing the telecommunications systems available to the officials within the **KZN Department of Education**;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The USER acknowledges that in his/her capacity as an employee of the **KZN Department of Education** of KwaZulu-Natal, he/she has been granted access by the Department to Departmental telecommunications information technology and resources, including but not limited to internet access. The sole reason he/she has been granted such access is to perform duties and responsibilities in accordance with his/her job description or for official purposes of the **KZN Department of Education**.
2. The USER acknowledges and confirms that all Departmental telecommunications information technology and resources are the sole property of the Department and shall be used exclusively to perform duties and responsibilities in terms of his/her job description or for the official purposes of the **KZN Department of Education**.
3. The USER acknowledges that the Department is governed by a broad range of legislation regulating telecommunications, including but not limited to the Electronic Communications and Transactions Act, 2000 (Act 25 of 2002), and the Regulation of Interception of Communications and Provision of Communication-related Information Act 2002 (Act No.70 of 2002 and hereafter the "Interception Act"). As an employee of the Department, the USER is bound by all legislation and relevant Departmental policies regulating telecommunications and electronic communications and he/she undertakes to at all times to act in accordance with all relevant legislation and departmental policies and interests.
4. The USER acknowledges that an "indirect communication" is defined in the Interception Act as:  
"the transfer of information, including a message or any part of a message, whether  
(a) in the form of :
  - (i) speech, music or other sounds;
  - (ii) data;
  - (iii) text;
  - (iv) visual images, whether animated or not;
  - (v) signals; or
  - (vi) radio frequency, spectrum or  
(b) in any other form or combination of forms;  
that is transmitted in whole or part by means of a postal service or a telecommunication system."
5. The USER understands and acknowledges that the Head of Department in his capacity as "system controller" as contemplated by the Interception Act has expressly authorized the interception of indirect communications for the purposes of monitoring and keeping a record or indirect communications to establish the existence of facts, investigate or detect

unauthorized use of the Department's telecommunication system and secure the effective operation of the Department's telecommunication System.

6. The USER acknowledges that he/she has no expectation of privacy when utilizing any telecommunications equipment and resources operated under the auspices of the Department and he/she grants permission to the Department to intercept, monitor, read, filter, block or otherwise act upon any electronic telecommunication, stored file or indirect communication which is or has been under his/her control, received by him/her or transmitted by him/her as contemplated in section 6(1) of the Interception Act.
7. The USER undertakes to refrain from monopolizing systems or overloading networks with excessive data, wasting computer and connecting time, disk space, printer paper or other information technology or telecommunications resources.
8. The USER undertakes not to utilize Departmental information technology or telecommunications resources for personal purposes or allow any other person, including Departmental employees, to utilize these resources without express permission.
9. The USER undertakes not to utilize Departmental information technology or telecommunications resources for the storage, distribution or transmission of any message, information or record of whatsoever nature containing any pornographic material, chain letters of any nature whatsoever, jokes, spam, defamatory remarks of any nature whatsoever or any other electronic material for purposes other than performing any duty within the scope of his/her employment with the Department of Education.
10. The USER undertakes to notify the information technology component of the KZN *Department of Education* (and the South African Police Services if receipt, transmission or storage of the material is a criminal offence) immediately in the event of receiving or discovering any message, information or record of whatsoever nature containing any pornographic material or defamatory remarks.
11. The USER undertakes not to utilize Departmental information technology or telecommunications resources for participating in any on-line chat-room or similar electronic communication mechanism.
12. The USER acknowledges liability for any breach of security, loss of data or the compromise of any information caused by browsing practices not in accordance with any relevant security policy.
13. The USER undertakes to hand over any laptop or notebook computer allocated to him/her to the information technology component of the KZN Department of Education immediately in the event that such laptop or notebook computer is upgraded or the allocation is withdrawn.
14. The USER undertakes not to utilize or access the internet through a service provider other than the government or its agent with any Departmental information technology or telecommunications resource as this practice would compromise the security of the government network.
15. The USER accepts full responsibility for software and hardware allocated to the USER to perform Departmental duties. The USER shall not load any illegal software, as may be determined from time to time by the Department, onto any Departmental information technology or telecommunications resource.
16. The USER undertakes to inform the head of the information technology component of the KZN Department of Education immediately in the event of any damage to Departmental files or information or any breach of system security.
17. The USER acknowledges sole responsibility for any unauthorized or pirate software found in his/her possession or on the systems and equipment allocated to or used by him/her.
18. The USER undertakes not to disclose or otherwise divulge any official or any confidential information without the prior written approval of the Head of Department or his designee.
19. The USER consents to any investigation by the Head of Department or his designee to determine whether the USER has breached any of the obligations contained herein and the USER undertakes to immediately furnish him with any information requested by him in the pursuance of such investigation.

20. In the event that any investigation reveals that the USER has breached any of the obligations stipulated herein, the USER:

- 20.1 consents to the temporary or permanent suspension of my network access privileges with or without prior written notice and with or without my knowledge and;
- 20.2 consents to any appropriate internal disciplinary action being lodged against me;
- 20.3 accepts liability for any loss incurred by the KZN Department of Education as a direct or indirect result of such breach and indemnifies the KZN department of Education against such loss; and
- 20.4 indemnifies the KZN Department of Education against any successful civil claim brought by a third party against the KZN Department of Education as a direct or indirect result of such breach.

Signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
USER signature

\_\_\_\_\_  
USER name

South African I.D. No. \_\_\_\_\_ PERSAL No. \_\_\_\_\_

\_\_\_\_\_  
KZN Department of Education representative signature

\_\_\_\_\_  
KZN Department of Education representative name

AS WITNESSES:

SIGNATURE: ..... NAME: .....

SIGNATURE: ..... NAME: .....