

# MAINE DEPARTMENT OF CORRECTIONS

## ADULT RESIDENT COMPUTER USE AND/OR INTERNET ACCESS AGREEMENT

Resident Name: \_\_\_\_\_ MDOC #: \_\_\_\_\_

Facility: \_\_\_\_\_ Housing Unit: \_\_\_\_\_

Access approved to the following (check all that apply):

- ☐ Computer (other than laptop) ☐ Laptop Computer ☐ Virtual Reality Headset ☐ Internet Access  
☐ Email ☐ Other messaging system (specify): (e.g., Slack) \_\_\_\_\_  
☐ Video Conferencing (on the DOC resident education network)

Purpose(s) approved (check all that apply): ☐ HiSET ☐ College Transitions Program ☐ College  
☐ Certificate Program ☐ Workforce Development ☐ Search for Remote Work  
☐ Apply for Remote Work (if approved by the Unit Team) ☐ Remote Work ☐ Facility Job  
☐ Civic Group ☐ Resident Advisory Council ☐ Reentry Planning ☐ Other (specify): \_\_\_\_\_  
(requires CAO, or designee, approval)

If Other box is checked, CAO, or designee, signature indicating approval: \_\_\_\_\_

I understand that my use of a Department computer and/or access to the internet is a privilege and not a right.

I understand that I may be charged a resident technology fee as allowed by Title 34-A, section 1403(14).

### Mandatory Conditions:

1. I shall follow all relevant DOC and academic integrity policies, including any related to technology.
2. I shall not attempt any access not approved for me, and I shall use the access approved for me only for the purpose(s) approved.
3. I shall not use a laptop issued to another resident, and I shall not use another resident's login credentials (username and password) on any computer.
4. I shall only use email and/or other messaging system accounts and login credentials that have been assigned to me by or with the approval of DOC education/technology staff.
5. I shall not share the login credentials or email and/or other messaging system accounts names and passwords that have been assigned to me with any other person except for DOC staff.
6. I shall not connect a computer to any network other than the DOC resident education network, shall not use any such computer while connected to any other network, and shall not set a computer to airplane mode without authorization from DOC education/technology staff.
7. I understand that my computer use, use of email or other messaging system, and/or internet access is not confidential and may be viewed or otherwise monitored by DOC staff at any time for any reason, including by a facility law enforcement officer. I understand that any computer that I have used may be searched by DOC staff at any time for any reason, including by a facility law enforcement officer. I understand that any email or other message or other content on a computer may be retained by DOC staff at any time for any reason, including by a facility law enforcement officer. I also understand that DOC staff may request the assistance of an outside law enforcement agency to perform a forensic evaluation. I understand that neither a warrant nor probable cause is required.

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8. I shall retain all emails and/or other messages, outgoing and incoming, and their attachments, if any, in accessible account folders and shall not delete them for any reason.
9. I shall not password protect or encrypt any documents, emails or other messages, or files, delete any browser history, or otherwise take any steps to prevent monitoring by DOC staff.
10. I understand that if there is suspicion or evidence of a crime or a violation of probation or supervised release for sex offenders, if applicable, in connection with a laptop issued to me, any computer on which my login credentials have been used, or an external storage device, I may be subject to an investigation and/or prosecution. I also understand that if there is suspicion or evidence of a crime or a violation of probation or supervised release for sex offenders, if applicable, in connection with a laptop issued to another resident but used by me or any computer used by me with another resident's login credentials, I may be subject to an investigation and/or prosecution.
11. I shall not allow any person other than DOC staff to use a laptop computer issued to me.
12. I shall not provide to any person other than DOC staff my login credentials (username and password). I shall not use my login credentials while being observed by any person other than DOC staff.
13. I shall provide my login credentials and email or other messaging system account names and passwords to any facility law enforcement officer upon their request.
14. I shall not leave a computer unattended without first signing out of my account or shutting it down.
15. I understand that if any person other than DOC staff uses a laptop issued to me, my login credentials, or email or other messaging system account names and passwords on any computer, it will be deemed that either I used it or I permitted them to use it.
16. I shall not use any computer or email or other messaging system or access the internet on behalf of any person other than DOC staff and I shall not request any other resident to use any computer or email or other messaging system or access the internet on my behalf.
17. If I inadvertently access any website or any material that is not approved, I shall discontinue that access immediately and immediately report that access to DOC education/technology staff or, if DOC education/technology staff are not immediately available, to facility security staff.
18. I shall not create any user account or email or other messaging system account.
19. I shall not use any unauthorized user account or email or other messaging system account.
20. I shall not create any website, blog, or any other online content unless authorized by DOC education/technology staff.
21. I shall not access any website that is not approved by DOC education/technology staff.
22. I shall not access any website using an "incognito" or private browser.
23. I shall not post any comments on any website or "like" or "dislike" anything posted on any website.
24. I shall not purchase any subscriptions, services, or products on any website.

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25. I shall not use any computer, email or other messaging system, or the internet for conducting any business activities (other than in connection with authorized remote work), buying or selling services or products, or conducting financial transactions of any sort, including, but not limited to, investment or banking transactions.
26. I shall not use any computer, email or other messaging system, or the internet for accessing stock market sites that allow live trading.
27. I shall not use any computer, email or other messaging system, or the internet for obtaining information about other persons in DOC custody or under DOC supervision in the community.
28. I shall not use any computer, email or other messaging system, or the internet for obtaining information about crime victims, whether a victim of my crime or a victim of a crime by another person.
29. I shall not use any computer, email or other messaging system, or the internet for obtaining information about DOC staff or other persons connected to the DOC.
30. I shall not use any computer, email or other messaging system, or the internet for doing legal research, preparing, downloading, uploading, or sending or receiving legal documents, or doing any other legal work, except in conjunction with an approved education course.
31. I shall not use any computer, email or other messaging system, or the internet for writing, sending, or receiving personal, legal, or other correspondence, except for appropriate correspondence to a teacher conducting a class in which I am enrolled, appropriate correspondence in connection with a facility job or remote work, or as otherwise approved in writing by DOC staff.
32. I shall not use any computer, email or other messaging system, or the internet for filing a complaint with a court or an administrative agency or for sending or receiving documents or corresponding with a court, administrative agency, or the Governor's Office.
33. I shall not use any computer, email or other messaging system, or the internet for making comments on rulemaking or testifying on legislative proposals or for corresponding with a rulemaking agency or the legislature, a legislative committee, or a legislator.
34. I shall not use any computer, email or other messaging system, or the internet for sending or receiving documents or corresponding with DOC Central Office staff.
35. I shall not use any computer or access the internet for playing computer or video games, instant messaging, accessing social media or chat rooms, or gambling.
36. If I have been issued a laptop, I shall return it to DOC education/technology staff at the completion of the education course(s) for which its use was approved or the completion of the remote work for which its use was approved or at any time requested by DOC staff, including by a facility law enforcement officer. In addition, I understand that a facility law enforcement officer may confiscate a laptop at any time for any reason.
37. I shall not consume food and/or beverages while using any computer and shall not have food or a beverage in the vicinity of any computer.
38. I shall not alter, damage, destroy, or cause a malfunction of any computer or peripheral equipment (e.g., mouse, keyboard, web camera, cables, external storage device, etc.).

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39. I shall immediately notify DOC staff of any altered, damaged, destroyed, malfunctioning, lost, stolen, or missing computer or peripheral equipment.
40. I understand that I shall be responsible for compensating the DOC for any altered, damaged, destroyed, malfunctioning, lost, stolen, or missing computer, peripheral equipment, software, system, or program due to my intentional act or negligence and that if I do not compensate the DOC, that will be grounds for not issuing me another laptop computer and/or for taking another administrative action.
41. I shall not modify or attempt to repair any computer, peripheral equipment, software, system, or program unless authorized by DOC education/technology staff.
42. I shall not download, upload, install, or upgrade any program or application unless authorized by DOC education/technology staff.
43. I shall not print anything from any computer unless authorized by DOC education/technology staff.
44. I shall not “carbon copy” (“cc”) or forward to a third party any document or email or other message except in conjunction with an approved education course, in connection with a facility job or remote work, or unless as otherwise authorized by DOC staff.
45. I shall “carbon copy” (“cc”) all outgoing emails to the facility’s education email address provided by the facility’s education/technology staff).
46. I shall hit “reply all” when responding to all incoming emails.
47. I shall not introduce any virus into any computer, system, or program. If I inadvertently introduce a virus, I shall immediately shut down the computer and immediately report the issue to DOC education/technology staff or, if DOC education/technology staff are not immediately available, to facility security staff.
48. I shall not remove, modify, or obscure identification or inventory stickers, labels, tags, or other markings. If stickers, labels, or tags become damaged or destroyed or are missing, I shall notify DOC education/technology staff as soon as possible. I shall not add unapproved stickers, labels, tags, or other markings.
49. I shall not create or use a VPN (Virtual Private Network) (unless use of the VPN is specifically authorized by education/technology staff).
50. I shall not create or use a proxy.
51. If approved to use a web camera, I shall do so only for approved purposes. I shall not take any photos with the web camera unless authorized by DOC education/technology staff. I shall not make any audio or video recordings with the web camera unless authorized by DOC education/technology staff.
52. I shall not engage in electronic file sharing unless authorized by DOC education/technology staff as necessary for an approved purpose.
53. I shall not use any computer, email or other messaging system, or the internet to violate copyright laws.
54. I shall not use any computer, email or other messaging system, or the internet to harass or threaten any person.

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55. I shall not view, download, or share entertainment files (e.g. movies, tv programs, concerts, etc.) obtained illegally.
56. I shall not use any computer, email or other messaging system, or the internet to engage in any other illegal activity.
57. I shall not use any computer, email or other messaging system, or the internet to commit any disciplinary violation.
58. I shall not use any computer, email or other messaging system, or the internet to access pornography or other inappropriate images/videos (e.g., photo focusing on an intimate body part, children in skimpy outfits, etc.). This includes, but is not limited to, a “person” who is real, who is generated by artificial intelligence, or who is a product of animation or is otherwise not real.
59. I shall not use any computer, email or other messaging system, or the internet to access sexually explicit materials that describe or depict a sexual act, sexual contact, sexual touching, bestiality, or masturbation involving a person who is, appears to be, or is represented to be under 18 years of age or materials that describe or depict violence inflicted on a person who is, appears to be, or is represented to be under 18 years of age for the purpose of arousing or gratifying sexual desire. This includes, but is not limited to, a “person” who is real, who is generated by artificial intelligence, or who is a product of animation or is otherwise not real.
60. I shall not use inappropriate language including, but not limited to, profanity, obscenity, threatening, bullying, etc., in connection with my use of any computer, email or other messaging system, or the internet.
61. I shall not use any computer, email or other messaging system, or the internet to access any materials that would not be allowed to be received by me via the regular mail as set out in Department Policy (AF) 21.2, Resident Mail.
62. I shall not use any computer, email or other messaging system, or the internet to contact, directly or indirectly, any person with whom I am prohibited to have contact by any DOC policy.
63. I shall not use any computer, email or other messaging system, or the internet to contact, directly or indirectly, a person defined as a victim in Department Policy 6.3, Contact with Victims, regardless of whether or not I am otherwise allowed to have contact with them.
64. I shall not impersonate any other person, falsely represent myself, or make any other false statement.
65. I shall abide by all restrictions and/or conditions set by DOC policy, court orders, DOC staff, and/or case plan requirements and shall not use any computer to bypass any such restrictions or conditions.
66. I shall not apply to or enroll in college or any other educational or training program unless authorized by DOC education/technology staff.
67. I shall not apply for or accept financial aid for college or any other educational or training program unless authorized by DOC education/technology staff.
68. I shall not enroll in or withdraw from a class or drop or add a class unless authorized by DOC education/technology staff.

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69. I understand that I shall be solely responsible for any reimbursement or other costs owed to third parties if I violate any condition of this agreement, including, but not limited to, payback of financial aid obtained through a false statement, payment for a class dropped without authorization, etc.
70. I understand that if I am permitted to use video conferencing, all video conferencing must be conducted in an approved location within the facility, which may include, but is not limited to, computer labs, classrooms, and earned living housing units.
71. I shall wear headphones at all times during video conferencing.
72. I shall ensure that my background is blurred and that other person(s) are not shown within my camera view at all times during video conferencing.
73. I shall not make or receive personal video or audio calls.
74. I understand that individual chats or messages during video conferencing are only permitted to be sent or received for approved purposes.
75. I shall dress appropriately and maintain professional behavior during video conferencing.
76. If I am a remote worker and have an enabled internal camera and microphone on a laptop assigned to me, I shall not use them except in my cell/room or other location approved by facility staff and in connection with approved remote work only.
77. If I am a resident in an earned living unit or a minimum security facility or minimum security housing unit and have an enabled internal camera and microphone on a laptop assigned to me, I shall not use them in my cell/room and only use them in another location approved by facility education/technology staff and use them for approved purposes only.
78. If I am a resident in an earned living unit or a minimum security facility or minimum security housing unit and am using a stationary computer with an enabled internal camera and microphone, I shall use them for approved purposes only.
79. If I am allowed to have the use of an external camera and microphone, I shall not use them in my cell/room and only use them in another location approved by facility education/technology staff and use them for approved purposes only and shall return them to education/technology staff at the conclusion of the session.
80. Additional Conditions:

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I agree to abide by the above conditions. I understand that if I fail to abide by any of the above conditions, I may be subject to a related administrative action, including, but not limited to, termination of approval for computer use, email or other messaging system use, and/or internet access; facility disciplinary action; revocation of probation or supervised release for sex offenders, if applicable; and/or criminal prosecution.

I also understand that my computer use, use of email or other messaging system, and/or internet access may be restricted, suspended, or terminated at any time for any reason at the sole discretion of the Commissioner, or designee, or the Chief Administrative Officer, or designee.

I hereby acknowledge that I have read or had read to me the above, have had the above explained to me, and understand the Maine Department of Corrections Adult Resident Computer Use and/or Internet Access Agreement.

I have received a copy of this agreement and conditions.

Signature of Resident: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Staff: \_\_\_\_\_ Signature \_\_\_\_\_ Date: \_\_\_\_\_