MyGeotab Access Request Form

*Please complete and submit page **1 & 4** of this document to NYC DOE Fleet Technology team at OPTGeotabSupport@schools.nyc.gov.*

REQUEST TYPE

Account Creation   Account Deactivation   Account Modification

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REQUESTOR'S SUPERVISOR *(This individual will be contacted if there are any issues with the request)*

First Name: **Last Name:**   **Email:**

Organization: **Title:**   **Phone:**

USER INFORMATION *(This is the information for the individual you need the permissions and access granted for)*

First Name: **Last Name:**   **Email:**

ID Number: **Title:**   **Phone:**

Department:

User Type: **Director**   **Manager/Supervisor**   **General Employee**   **Temp Access**   **(End Date):**

JUSTIFICATION FOR ACCESS *(Specify how the user will be utilizing the MyGeotab Application)*

By signing this form, I certify that I am aware of, and will comply with the Acceptable Use of MyGeotab Application Resources, and Information Security Policy and Procedures of NYC DOE.

User's Signature *(Individual accessing the MyGeotab Application)*

Print Name: Date:

Signature:

Requestor's Supervisor

Print Name: Date:

Signature:

NYC-DOE MyGeotab System User Terms and Conditions

Section 1 – Introduction

The New York City Department of Education ("DOE," "we" or "us") has included a tracking, ELD (Electronic logging device), and maintenance student transporting vehicle to provide access to certain software and tracking tools in order to provide the DOE and bus contractors with analytics and diagnostics information. These Terms of Service ("Terms of Service") govern the access or use by you of applications, websites, content, products, and services made available by the via Geotab (the "Services").

Your access and use of the Services constitute your agreement to be bound by these Terms of Service, which establish a contractual relationship between you and the DOE. If you do not agree to these Terms of Service, you may not access or use the Services.

DOE may amend these Terms of Service from time to time. Amendments will be effective upon DOE's posting of such updated Terms of Service at this location. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms of Service, as amended.

Section 2 – The Services

The Services constitute a technology platform that enables users to, among other things, real time location of a vehicle, vehicle activity, detect engine performance, driver behavior, and collision detection.

Unless otherwise agreed by DOE in a separate written agreement with you, the Services are made available solely for your personal, noncommercial use.

Section 3 – Eligibility to Use the Services

1. Users must be PETS eligible, active on a Vendor Roster and should not access the MyGeotab system without prior approval from DOE-OPT Fleet Technology team.
2. All users must complete and email a completed School Bus Vendor User Access Request Form and a signed copy of the NYC-DOE MyGeotab end user terms and conditions to the NYC DOE Fleet Technology team at OPTGeotabSupport@schools.nyc.gov.
3. DOE will only grant the vendor user access with prior authorization from the DOE OPT Chief Fleet Officer /Designee. The DOE Chief Fleet Officer/Designee will review each request for access to ensure that the level of access within a system matches its intended use.
4. DOE will make the final decisions regarding granting and/or removal of access to the system.
5. All users are responsible for the appropriate use of the MyGeotab system. Users may not share access to the MyGeotab system including login credentials.
6. Users should comply with the Password maintenance protocol stipulated by DOE-OPT. (If you suspect that another person has obtained your password, you must report it to the NYC DOE Fleet Technology team at OPTGeotabSupport@schools.nyc.gov.
7. The MyGeotab telematics system, including all related components, is the property of NYC DCAS-DOE, which may only be used for purposes authorized by NYC-DOE. Any questions regarding appropriate use must be directed to DOE-OPT Chief Fleet Officer/Designee. The MyGeotab system or its data may not be used for any personal or private matter.

Section 4 – License

Subject to your compliance with these Terms of Service, DOE grants you a limited, non-exclusive, non-sub licensable, revocable, non-transferable license to:

(i) access and use the Services; and

(ii) access and use any content, information, and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by DOE and DOE's licensors.

Section 5 – Prohibited Acts

In connection with your use of the Services, you agree that you will not:

1. Use the Services for any unlawful purpose.
2. Impersonate another person or misrepresent your affiliation or relationship with a person.
3. Sell, transfer, or assign any of your rights to use the Services to a third party.
4. Restrict or inhibit any other user from using the Services, including, without limitation, by means of "hacking" or defacing any portion of the Services.
5. Attempt to interfere with, harm, reverse engineer, steal from, or gain unauthorized access to the Service, user accounts, or the technology and equipment supporting the Service.
6. Transmit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a destructive or malicious nature.
7. Modify, copy, change, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Services or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services.
8. Remove any copyright, trademark or other proprietary rights notices contained on the Services or "frame" or "mirror" any part of the Services.
9. Use any robot, spider, offline reader, site search/retrieval application or other manual or automatic device or process to retrieve, index, data mine or in any way reproduce or circumvent the navigational structure or presentation of the Services or its contents without our prior written consent.
10. Take any action that imposes or may impose an unreasonable or disproportionately large load on our (or our third-party providers') infrastructure.
11. Users are not permitted to alter vehicle data within the MyGeotab system, which includes but is not limited to adding or removing vehicles, changing vehicle groups, or changing any attributes associated with system alerts. All administrative functions within MyGeotab are the sole responsibility of DOE-OPT- Fleet Technology Department.
12. You may not share your login information with anyone, including usernames and passwords.
13. Passwords should be changed regularly, kept confidential, and not be easy to guess. A combination of letters, numbers, and special characters are recommended. If you suspect your password has been obtained by another person you must report it to DCAS Fleet immediately.
14. You have no right to privacy on the system, and all documents, information, and activity on the system may be monitored.
15. Vendor's employees and management may not transmit or share NYC DOE telematics information to any external private entities without written authorization from the DOE-OPT Chief Fleet Officer/Designee.
16. All documents, information, and activity generated by/within the system are the property of DOE, which the DOE may monitor as they see fit.

17. Any misuse of the telematics data or violation of the above user agreement will be reported to the Offices of Special Investigations (OSI) and are subject to disciplinary or other legal action. DOE reserves the right to suspend or bar access to the system for any misuse.
18. Vendor shall ensure that any third-party vendors and/or Vendor subcontractors with access to the MyGeotab system follow all terms and conditions set forth herein.
19. Vendor shall notify the NYC DOE Fleet Technology team at OPTGeotabSupport@schools.nyc.gov of any misuse or potential misuse of the MyGeotab system or violations of these terms and conditions by users, third party vendors, and/or Vendor subcontractors.

Section 6 – Disclaimers

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." DOE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS OF SERVICE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

DOE MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE ACCURACY, RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

Section 7 – Limitation of Liability

There is a risk that unauthorized third parties may engage in illegal activity, such as hacking into DOE's security systems or DOE's contracted vendors' security system, or by intercepting transmissions of personal information over the Internet.

You acknowledge that DOE operates in the State of New York and that DOE is subject to and shall comply with the applicable provisions of the New York State law and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

Section 8 – Termination

These Terms of Service shall remain effective until terminated in accordance with its terms. We reserve the right to immediately terminate these Terms of Service, and/or your access to and use of the Services or any portion thereof, at any time and for any reason, with or without cause. You agree that DOE may immediately deactivate or delete your account, password, username, and all related information and files associated with it, and/or bar any further access to such information or files.

Additionally, we reserve the right, in our sole discretion, to modify, suspend or discontinue any part of the Services at any time, with or without notice to you. Upon termination of these Terms of Service, your right to use the Services shall immediately cease.

User Signature *(Individual accessing the MyGeotab Application)*

Print Name: Date:

Signature:

** Please note: Accounts are automatically deactivated after 45 days of no activity **

MyGeotab Security Clearance

Role Assignment *(Check Only **ONE**)*

Administrator (*SPECIAL APPROVAL required from the Fleet Tech Strategy Manager*)

Supervisor

General User

School Bus Contractor

Approval Status: *(MyGeotab Security Clearance)*

APPROVED   DENIED

Comments *(if needed)*:

-------------------------- **SCHOOL BUS VENDOR REQUEST ONLY** --------------------------

Approved By: Senior Fleet Officer OPT/Designee

Print Name: Date:

Signature:

Approved By: Fleet Technology Strategy Manager/Designee

Print Name: Date:

Signature: