# **Microsoft Student Partners**

## Contents

CODE OF CONDUCT AND PROGRAM AGREEMENT	2
PROGRAM PARTICIPATION	2
PROGRAM ADMINISTRATION	3
PROGRAM REQUIREMENTS	3
DISCLOSURE REQUIREMENTS	3
USE OF PUBLIC PROFILES	4
USE OF SOCIAL CONTENT PHOTOS	4
ACCEPT RESPONSIBILITY FOR YOUR ACTIONS	
PROHIBITED ACTIVITIES AND BEHAVIORS	4
REPORT VIOLATIONS OF THIS AGREEMENT	6
PROGRAM TERMINATION AND CANCELLATION	6
CONFIDENTIALITY	6
EXPENSE REIMBURSEMENT	7
ACKNOWLEDGEMENT OF THE CODE OF CONDUCT AND PROGRAM AGREEMENT	8

## Program Agreement and Code of Conduct Updated: August 2019

## PROGRAM AGREEMENT AND CODE OF CONDUCT

As part of Microsoft's commitment to making the Microsoft Student Partner Program ("Program") a great experience for student technologists, we have instituted a Code of Conduct and Program Agreement ("Agreement"). You are required to acknowledge this Agreement prior to your status as a Microsoft Student Partner ("MSP") being considered active and before you may access any of the software or other benefits ("Benefits"). However, by participating in the Program, including accessing Benefits, you agree to abide by the Agreement and all other terms incorporated by reference, and failure to do so may lead to immediate disqualification from the Program without further notice.

Your commitment to the Agreement in all activities, communications and interactions associated with your participation as an MSP ensures a positive experience for everyone. These activities might include participating in social media, Q&A forums, blogs, code sample repositories, tech talks, student gatherings relating to the Program and/or to the academic institution you belong to, and other message or communication facilities (including any contents of any of these services or facilities).

Specific websites, communities, and social media platforms may also have additional guidelines that govern your use, so please be sure to review them in addition to this Agreement. Microsoft is not responsible for the content or activities in any user-created, non-Microsoft-managed communication service.

Your participation in the Program and use of all related portals or websites is also governed by the Microsoft Terms of Use, Microsoft Online Privacy Statement and Microsoft Community Code of Conduct, which are incorporated into this Agreement by reference.

Microsoft reserves the right to amend or change the Agreement at any time without notice. You agree to periodically review the Agreement to ensure you are doing your part.

## PROGRAM PARTICIPATION

You must comply with applicable local and national tax requirements relevant to your status as a Microsoft Student Partner. During the program you will be required to sign applicable tax forms. These forms must be signed and submitted by you and confirmed by Microsoft. Until confirmed, some benefits may not be available. Microsoft cannot provide advice or assistance in completing the necessary tax forms. If you feel you need advice or assistance in completing the necessary tax forms, you will need to seek the guidance and consultation of an independent tax professional at your own time and expense.

You must comply with applicable local and national student visa requirements relevant to your status as a Microsoft Student Partner. You are responsible for obtaining any and all authorizations from your university or college prior to your status as an MSP being considered active and before you may access any of the software of other Benefits. Microsoft will not obtain these authorizations on your behalf and makes no statement as to whether you will be provided these authorizations from your university or college. F-1 students should check with the Designated School Official at the International Student office of your school (or your own personal immigration legal counsel) to see if participation in this Program would constitute a violation of their F-1 status, or impact your eligibility for future U.S. immigration-related benefits.

If you are an employee of a public sector institution or office, you must provide a signed letter from your employer acknowledging your affiliation with the Microsoft Student Partner program and confirming your employer's consent with your continued involvement in the program. This letter must be provided prior to your status as an MSP being considered active and before you may access any of the software of other Benefits.

Residents of Cuba, Iran, North Korea, Sudan, Syria, and the Region of Crimea are not eligible to participate in the Microsoft Student Partner program due to U.S. export regulations that prohibit the export of goods and services to these countries.

#### PROGRAM ADMINISTRATION

Microsoft will primarily administer the Program and its benefits through Microsoft Teams and email communications through your @studentpartner address or other preferred email address. Microsoft may also utilize opt-in text messaging/SMS to the mobile number listed on your MSP account page. Message and data rates could apply. You may opt-out of text messaging/SMS at any time by revoking opt-in permission on your MSP account page. Microsoft does not guarantee that all communication notices will be sent via all three communication methods (i.e. Teams, email, text messaging).

Microsoft may communicate with you to:

- Administer and maintain your Benefits.
- Give you information about Microsoft products and services, including but not limited to sending you promotional information, about events and training opportunities.
- Invite you to participate in surveys and research.
- Give you information about Microsoft products and services, including but not limited to sending you promotional information, to help you deliver solutions based on Microsoft products and services.

#### PROGRAM REQUIREMENTS

Students accepted to the Microsoft Student Partner program will be required to complete various preidentified MSP activities in order to grow their skills on a well-defined path to success. You must meet these conditions, or you will be dismissed from the program and your Benefits will be retired.

Required MSP contributions and timelines for their completion will be detailed on the MSP Teams site and may change as determined by Microsoft. Examples of these conditions include but are not limited to:

- Sign on MSP Teams and engage with other MSP team members.
- Post a written or video tutorial.
- Complete a MS Learn path.
- Host a workshop, hackathon or AI Gaming event.
- Report MSP contributions via the reporting form on MSP Teams.

#### DISCLOSURE REQUIREMENTS

Fully disclose your affiliation with the Program and any compensation received as part of the Program in the form of money, travel, contest prizes, products, services, gifts, special access to an event, etc. in a clear and readily visible way at events and in any related digital content. For example:

 Be forthright. Identify yourself as a Microsoft Student Partner when you are speaking at a campus event, publishing a blog, or sharing socially on a subject related to Microsoft products & services. • Be transparent. Indicate what Microsoft has given you such as free annual subscriptions to Office 365 and Visual Studio; Azure credits; or, other compensation when asked.

### MARKETING GUIDELINES

You agree to follow Microsoft Trademark and Brand Guidelines, Microsoft Corporate Logo Guidelines and the MSP Style Guide stored on MSP Teams. Messages should be kept clear, concise, and compelling. You may only use the Microsoft and Student Partner logo and brand resources for Student Partner related activities. You should avoid cluttered or overly busy layouts and go for simple and straightforward designs.

#### **USE OF PUBLIC PROFILES**

Microsoft Student Partners (MSP) is now part of the Microsoft Community Leaders (Microsoft Most Valued Professionals (MVP) and Regional Directors (RD) programs). Part of this transition is to provide a public search for Community Leaders. Searchable public profiles allow for a greater connection between MSP and other Microsoft Community Leaders, provides visibility of MSP participants to the community and greater public. Additionally, it allows MSPs to search for MVPs/RDs who may be interested in mentoring, providing assistance at MSP public events, MVP public events, and much more. And it allows for MVPs/RDs and the general public to search for any MSP public events.

Students accepted to the Microsoft Student Partner program after July 1, 2019, will be required to have public facing profile pages on the Microsoft Community Leaders website. By joining the program, you give Microsoft permission to share your public facing profile page on Microsoft social media and in Microsoft promotional content. Public facing profile pages include personal information such as:

- Name
- Photo (if provided)
- University
- Country
- Interests
- Public Events

### **USE OF SOCIAL CONTENT PHOTOS**

When you upload social content including pictures of yourself to Program and Microsoft communication channels, you give Microsoft permission to share those pictures on social media and in promotional content.

## ACCEPT RESPONSIBILITY FOR YOUR ACTIONS

You are responsible and liable for all your activities while participating in the Program. Remember, you are responsible for anything you say or post and for protecting your own computer system. We recommend you install a virus protection program on your computer.

Our Microsoft MSP Office and Teams platforms, as well as collaborative service platforms, are not intended as the primary places to store your materials. You are responsible for creating backups of materials you save to these platforms such as photos, documents and software. Microsoft is not responsible for loss of, access to, deletion of, or alteration to any materials stored on these platforms.

Microsoft reserves the right to remove at any time, without notice, any sample and/or post to a collaborative service.

You are responsible for any actions you may take based on advice or information you receive online. Use your own good judgment when evaluating information provided through any collaborative service and remember that the information provided could be from people of any age and experience level. The decision to conduct transactions with anyone is your own and you should conduct your own research prior to making any decisions.

## PROHIBITED ACTIVITIES AND BEHAVIORS

As a member of the Program you will uphold this Agreement, and are responsible for all activities, communications, interactions, and content associated with your participation in the Program. Microsoft does not tolerate any illegal activities or behaviors that are not consistent with Program values. You are responsible for adhering to all applicable local and national laws. This may include but is not limited to:

- Using any Microsoft communication or collaboration services to publish, post, distribute, or
  disseminate defamatory, infringing, obscene, or any other unlawful material or information,
  specifically, but not limited to pornography, illegal drugs, software license keys, and harassment.
  You may not use any of the communication or collaboration services to link to external sites that
  violate this Agreement.
- Using any Microsoft communication or collaboration services including social media to threaten, harass, stalk, or abuse others participating in these services. Microsoft reserves the right to remove posts that advocate or encourage expressions of violence, bigotry, racism, hatred, or profanity.
- Posting 'spam,' 'pyramid schemes,' 'affiliate marketing,' or unsolicited commercial advertisements of any kind, including advertising for money making schemes, discount cards, credit counseling, online surveys or online contests.
- Posting content that is intended to harm or exploit minors in any way, including collecting the
  personally identifiable information (PII) of any minor (anyone under 18 years old), and including,
  but not limited to: name, email address, home address, phone number, or the name of the
  minor's school.
- Invading anyone's privacy by attempting to harvest, collect, store, or publish private or
  personally identifiable information, such as passwords, account information, credit card
  numbers, addresses, or other contact information without that person's knowledge and willing
  consent.
- Posting content or links to content that is infringing, illegal or violates any applicable local or national laws. This includes uploading files or posting messages that contain photos, music, software, or other material protected by intellectual property laws, rights of privacy or publicity, or any other applicable law unless you own or control the rights thereto or have received all necessary consents. Microsoft is not responsible for any use of anything you say or post.
- Posting or spreading viruses, worms, malware, software, or other information intended to harm another user's computer or that could allow others to inappropriately access software or websites.
- Attempting to impersonate a Microsoft employee, agent, manager, host, administrator, moderator, another user, Microsoft Valued Professional (MVP), or any other person through any means, including through social networking or creating any email alias, header information or other user name that misleads others as to your relationship with Microsoft (for example, your email name reconciles to "John Doe (Microsoft)", "John Doe (MSFT)" or other such misleading name format.

- Pirating Microsoft software or products, or offering pirated software or products for sale, including posting or advertising product keys, activation codes, or other product-specific credentials, whether for monetary gain or not.
- Sell, license, give away, exchange or barter any benefit or space provided to you within the Student Partner program for any purpose including, without limitation, selling, licensing, exchanging or bartering space for advertisements.
- Using collaborative services or your @studentpartner.com email alias to promote unrelated
  products or services to the Program, including sending identical and irrelevant submissions to
  many different discussion groups, mailing lists, or social media platforms (sometimes referred to
  as "spamming"). Usually such postings have nothing to do with the particular topic of the group
  or are of no real interest to those on the mailing list. This also includes misrepresenting the
  source of anything you say or post.
- Accessing another MSP's account(s), software benefits or subscription(s), including associated product keys or activation codes.
- Specifically violating Microsoft licensing or terms, such as posting content or links that will install a 3rd party kernel or evade security measures built into the software.
- Promoting or otherwise facilitating the purchase or sale of ammunition or firearms.
- Attempting to manipulate the forums, or other community features, including ranking and reputation systems, by violating any of the provisions of this Agreement, colluding with others, or using multiple profiles.
- Offering to make international money transfers for amounts exceeding the asking price of an item, with intent to request a refund of any portion of the payment.
- Using any form of automated device or computer program that enables the submission of postings without the express written consent of Microsoft.

## REPORT VIOLATIONS OF THIS AGREEMENT

This is your community and your program. Help us make it strong, vibrant and enjoyable by all members. If you become aware of any content or activity that violates this Agreement, please report it for review to <a href="mailto:msp-help@microsoft.com">msp-help@microsoft.com</a>.

### PROGRAM TERMINATION AND CANCELLATION

Microsoft reserves the right to terminate an MSP's membership in the Program, including any associated Benefits, if we become aware of a violation of the Agreement, or other terms that an MSP agrees to comply with in connection with the Program. Microsoft is not obligated to send users or hosts a warning before deleting any content or terminating access to the Program and/or Benefits. Microsoft may terminate membership in the Program in our sole discretion, including for violation of the Agreement

#### CONFIDENTIALITY

You agree not to use or disclose to any third party, any Confidential Information of Microsoft or a third party whose information has been provided to you by or through Microsoft. "Confidential Information of Microsoft" means all non-public information that Microsoft designates as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential. "Confidential Information of Microsoft" includes, without limitation, information that is non-public, information that is designated as confidential, information that a reasonable person knows or reasonably should understand to be confidential, or information relating to released or unreleased Microsoft software or hardware products. If you have any questions as to what comprises such confidential information, you agree to consult with Microsoft. "Confidential Information of Microsoft" does not include information

that was known to you prior to Microsoft's disclosure to you, or information that becomes publicly available through no fault of yours.

## **EXPENSE REIMBURSEMENT**

Microsoft will reimburse MSPs for activities that are pre-approved and deemed reasonable, necessary, and connected to the Program. Please read this section carefully prior to planning activities as there are limitations in what can be reimbursed and in which countries reimbursement can occur.

## Microsoft reimburses MSPs for expenses that are:

- Consistent with the MSP Code of Conduct and Program Agreement.
- Pre-approved by the Program administration team (<u>msp-help@microsoft.com</u>).
- Documented correctly with a digital receipt indicating the specific line-items to be reimbursed.
- An invoice for reimbursement is provided and submitted within 60 days of incurring the expense.

### Reimbursement is limited to MSPs that currently reside in the following countries:

- Canada
- Germany
- United Kingdom
- United States

### Limitations on expense reimbursement:

- Before incurring any expenses, contact <u>msp-help@microsoft.com</u> ("msp-help"). Only expenses pre-approved by Program administration team through msp-help will be reimbursed.
- After expenses are approved, submit an invoice and itemized receipt to <a href="msp-help">msp-help</a> within 60 days of incurring the expense.
- A maximum 2 reimbursements can be made to a single MSP in a Microsoft fiscal year (July –
  June).
- A maximum of \$1000 USD will be reimbursed for a single event.
- If you are making multiple purchases for a single event, submit a single request for the event expenses.

## In order to be reimbursed for expenses the MSP must have:

- Bank account in their name and in the approved country.
- Valid government issue taxpayer identification number in their name.

## Expenses that are eligible for reimbursement:

- Food and non-alcoholic beverages for students attending workshops hosted by MSPs.
- Printing costs for handouts and event promotion.
- Venue charges for Audio Video/Security or clean up.

## Examples of expenses that are NOT eligible for reimbursement may include but are not limited to:

- Expenses that were not pre-approved by the Program administration team.
- Expenses for which there is no receipt provided.
- Expenses which are submitted more than 60 days after the expense is incurred.
- Prizes or giveaways for event attendees.
- Alcoholic beverages.
- Credit card or other late fees and interest charges.

- Annual or membership fees for personal credit cards.
- Purchases of fixed assets: hardware (personal computers or laptops), furniture, or other equipment.
- Purchases of Microsoft products, software and subscriptions, including Surface, Xbox, HoloLens,
  Office and Azure. You should use your Benefits and available free trials such as <u>Azure for</u>
  Students and Office 365 for Students.
- Purchases of third-party intellectual property.
- Auto fines including traffic tickets, parking violations, and towing fees.
- Club memberships/lounge access for airlines or train companies.
- Expenses of external vendors, suppliers, or agency temporary workers.
- Lost or stolen items.
- Mobile/cellular devices.
- Normal commuting expenses.
- Personal expenses not directly related to Program business.
- Travel expenses.

Microsoft reserves the right to change eligibility for reimbursements at any time. If you are unsure what is eligible or not eligible, contact <a href="mailto:msp-help@microsoft.com">msp-help@microsoft.com</a> to verify before you purchase.

#### ACKNOWLEDGEMENT OF THE PROGRAM AGREEMENT AND CODE OF CONDUCT

Thanks for joining the Program and honoring this Agreement. Your participation and commitment to the Agreement ensures a great experience for student technologists. To indicate that you have read and understood the Agreement, please agree to the terms and conditions through the Program website.