

Digital Learning Program - Technology Agreement

This Agreement is made between Minneapolis College (MC) and the Student (Student) designated below.

Recitals

The purpose of this agreement is to provide a technology pack that includes temporary use of a laptop, technical support, training, repair options, and the use of MC licensed software.

Terms

In consideration of the mutual covenants and conditions contained in this Agreement, MC and Student agree as follows:

1.0 Description of Equipment

MC agrees to provide Student with a fully configured PC Laptop computer.

2.0 Term

This Agreement shall be in effect for a period of two years or until terminated pursuant to the conditions under Paragraph 8.0.

3.0 Consideration

3.1 Student agrees to pay a MC Digital Learning Program charge based on the device they selected.

3.2 Student is billed on a semester basis. All payments are due at the time and manner as [tuition and fees](#), as published in the MC Catalog and/or website.

4.0 Device Use and Alterations

4.1 Student agrees to use the provided device(s) in a careful and lawful manner and shall not make any alterations, additions, or improvements without prior written consent of MC. Prohibited alterations include, but are not limited to, the additional memory or Input/Output (I/O) devices.

Should additions or improvements be made, such amenities will become the property of MC. Should MC elect to remove these additions, alterations, or improvements, MC reserves the right to charge the Student a fee for the cost of restoring the device to its original configuration and condition

4.2 MC is not responsible for maintenance of or providing technical assistance for any applications or hardware not listed in the official MC

Digital Learning Program website referenced in Paragraph 1.0 above.

4.3 Student shall not remove or alter any State of Minnesota, MC, and/or MC's Service Provider's identification labels that are attached to or displayed on the device(s) and associated peripherals.

5.0 Lost, Stolen and Damaged Devices

5.1 Student shall take reasonable and prudent care to maintain the device(s) and assorted components in a safe and secure manner. The student is responsible for the entire replacement cost of a device and/or components that are lost.

5.2 In the event that the device is stolen, the student is responsible to provide an official police report to Minneapolis College within two business days of the incident.

5.3 In the event that the device is damaged during the lease-period, the student shall be responsible for the following:

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- Highest charge applies in case of multi-damage claim (eg: spill + cracked screen).
 - Intensive cleaning/sanitation required to redeploy (eg: Ozone treatment for smell) or take apart cleaning.
 - MC cannot repair or redeploy systems that have been contaminated by urine/vomit/blood/feces or damaging/dangerous chemicals. Systems must be disposed of and replaced (human, animal or chemical).

Note: Minneapolis College offers additional damage protection through Safeware, a third-party insurance policy. The damage schedule list above is for damages incurred to a device of any student who is not participating in the Safeware Insurance program.

5.4 MC reserves to right to bill a student the entire cost of repair up to the replacement cost of the device in situations where we determine that the cause of the damages were from neglect, intentional destruction, or improper use.

6.0 Assignment and Compliance with Applicable Law and Policy

6.1 Student shall not assign, pledge, or transfer any interest in this Agreement or in the device, including all attachments and components. This includes lending the device to others for their individual use.

6.2 Student agrees to use the device only in connection with their attendance at MC.

6.3 Student agrees to comply with and adhere to Minnesota State Colleges and Universities [Board Policies](#) and [MC's regulations and policies](#) governing the use of the device and components.

6.4 Student agrees to comply with State and Federal laws and regulations including, but not limited to, laws of libel, data privacy, copyright, trademark, gambling, obscenity, and child pornography; the Federal Electronic Communications Privacy Act and the Computer Fraud and Abuse Action, which prohibit "hacking" and similar activities; as well as State computer crime statutes.

7.0 Indemnity

7.1 Students are responsible for the content of their personal use on MC system information technology and the liability resulting from that use.

7.2 MC and Minnesota State are not responsible for injuries, damages, penalties, or losses, including legal costs and expenses incurred by the Student or other person due to installation of software, transporting the device, or any other use of equipment described herein.

MC and Minnesota State are not responsible for unauthorized use of their resources and security of data transmitted on their information technology resources cannot be guaranteed. Student shall

indemnify MC and Minnesota State for any injuries, damages or losses incurred due to the intentional or negligent acts of Student. The obligation of indemnification to MC survives the term of this Agreement.

8.0 Termination and Return of Equipment

8.1 The following events terminate a student's right to retain a MC device:

- Student's graduation (unless student purchases the device pursuant to our leasing partner Aspen capital's purchase opportunity)
- Student's withdrawal/transfer from MC or failure to maintain active Student status
- Student attempts to transfer or assign their interest in this Agreement and/or the Device. This includes involuntary transfer of Student's interest in this Agreement and/or device by operation of law
- Student's failure to pay all amounts as set forth in Sections 3.1, 3.2, or 5.0 above. MC reserves the right to terminate Student's access to all Digital Learning Program services and MC network account access upon payment default.

8.2 Student agrees at the end of the term of this Agreement to deliver the device(s) and all components to Minneapolis College within five (5) business days.

8.3 In the event that Student fails to return the device(s) within five (5) business days of their withdrawal/transfer or graduation from MC, MC reserves the right to charge the student additional fees and the cost of the device. Payment of these does not constitute ownership of the device. If not returned, MC also reserves the right to remotely wipe and disable the device, and seek criminal charges for conversion of state property.

9.0 Withdrawal/Transfer from MC

9.1 Upon Student's withdrawal/transfer from MC and timely return of the device(s) and components as set forth in Section 8.1 above, the MC [refund policy](#) will be followed.

9.2 Nothing in this Agreement is intended to abrogate MC's right to collection for previous semester(s) outstanding fees owed or collection of loss or damages as described in Paragraphs 3.0, 5.0. or 6.0. Refund will be based on the date the Information Technology Service Desk located at T3302 receives the device.

10.0 Device Ownership

Nothing in this agreement shall be interpreted in a manner that transfers ownership of the device(s), components, and/or peripherals to the student. Student has no title of property interest in the device(s), components, and peripherals except as provided for in this Agreement.

11.0 Amendment and Notice

MC reserves the right to amend the terms of this Agreement upon serving Student a written Notice of Amendment. Notice shall be affected upon emailing Student at Student's MC Webmail account or by U.S. Mail to their local or permanent address provided by Student to MC-Information Technology Service Desk in the "MC Technology Package Application."

Student is responsible to maintain current permanent and local addresses with the College. Notice of Amendment shall be effective thirty (30) days from the date of the emailed or mailed notice. MC reserves the right to correct clerical errors to this Agreement without notice to Student.

12.0 Miscellaneous

12.1 Severability: If any provision of this Agreement is determined to be void, invalid, unenforceable or illegal, this Agreement will be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions will not be affected thereby.

12.2 Entire Agreement Modification: This Agreement contains all the terms between the parties and may be amended only in writing as provided for in Paragraph 11.0 above.

12.3 Jurisdiction and Venue: This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in State or Federal court with competent Jurisdiction in Hennepin County, Minnesota.

12.4 Non Waiver: No delay or failure to enforce any provision of this Agreement will constitute a waiver or limitation or rights enforceable under this Agreement

12.5 Failure to pay will result in my debt being referred to a collection agency, at which time Student will be responsible for all collection fees incurred.