

Digital Learning Checkout 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 student with temporary use of a MC equipment and services for a limited period of time - each checkout term is one semester. MC equipment can include a laptop or mobile internet (i.e. hotspot). MC services can include a limited term of MC-paid internet services, 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 loan eligible Students with available MC equipment such as a fully configured basic laptop computer with wireless network capability (checkout equipment). These laptops can provide basic functionality to search the internet, type papers, create presentation, spreadsheets/charts, and print their work using pay-for-print services throughout the campus. A power cord will be provided as checkout equipment. There is a limited quantity of MC equipment available, and checkouts will be limited to the available inventory.

MC agrees to provide eligible Students with one of the following 2 internet options for up to 1-year, based upon available equipment:

1. MC-paid internet service via Comcast
2. MC-paid mobile internet access with an MC-provided checkout hotspot (checkout equipment)

2.0 Term

This Agreement shall be in effect while equipment is checked out or until terminated pursuant to the conditions under Paragraph 8.0.

The term for the checkout equipment is for a single semester. There will be an option to renew the term for subsequent semesters, while the Student remains eligible.

3.0 Consideration

3.1 Student agrees to abide by the following Checkout Program eligibility requirements:

- Does not already have a leased or checked out laptop from MC
- Be and remain an active student of MC - PSEO and D3 students are eligible
- Take and complete at least 3 credits per semester you have checked out equipment or services
- Be and remain in Academic Good Standing
- Be and remain in Good Financial Standing - no financial holds
- No previous violations of the leased or checkout laptop programs

3.2 Student agrees to abide by the following Checkout Program usage requirements:

- Availability is on a first come, first served basis and Students will be put on a waitlist once the available checkout equipment is exhausted.
- I will check out the equipment or service for one semester
- I will use online storage (OneDrive) for all of my files. Any files that are saved to the laptop's local hard drive can and will be deleted. Technology Support will not be responsible for lost files.
- I will return the checkout equipment within 7-days of the end of the semester
- If I cannot return the checkout equipment, I will be responsible for any charges or holds that are applied to my account (up to and including replacement value of up to \$600)
- If approved, I will pick up the checkout equipment within 7 business days or it will be returned to inventory for someone else to pick up. I can apply again if checkout equipment is still available.
- If the checkout equipment exhibits hardware or software issues, Student must notify Technology Support to request assistance.
- Checkout equipment will not be left unattended at any time. Checkout equipment that is found unattended will be returned to the Technology Support team. The checkout term will immediately terminate.

3.3 Student agrees to abide by the following Checkout Program return requirements:

- If I am no longer eligible for the Checkout Program during the semester, I will return the checkout equipment within 7 business days.
- At the end of the semester, I can opt to renew my checkout if I meet all the eligibility requirements.
- If I am checking in equipment, I will return the equipment and the associated peripherals, including power cords in good working order.
- The Technology Support Team will check to confirm that the checkout equipment is functional and intact. The check-in process may take 5-10 minutes. The Student should plan accordingly for this examination time.
- The Technology Support Team will complete the check-in and then an email notification will be sent to your school email address.

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 checkout-period, the student shall be responsible for the following:
- 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).
- 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, if available)
- 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.