MSUM Student Tablet Agreement 2014/2015

This Agreement is made between Minnesota State University Moorhead (MSUM) and the Student (Student) designated below.

RECITALS

The purpose of this Agreement is to provide a technology package that includes the temporary use of a mobile tablet device, technical support, and the use of MSUM licensed software. This Agreement is in addition to any other MSUM/Student Mobile tablet device.

TERMS

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

1. **Description of Equipment**
   MSUM agrees to provide Student with a fully configured mobile tablet device.

2. **Term**
   As long as Student has possession of the mobile tablet device provided by MSUM, they are bound by the terms of this agreement.

3. **Consideration**
   Student is enrolled in a pilot program during the 2014-15 academic year. There is no cost associated with lease of the mobile tablet device during the pilot program, except as described in Section 5 below.

4. **Use and Alterations**
   4.1 Student agrees to use the mobile tablet device in a careful and lawful manner and shall not make any alterations, additions, or improvements to the physical state of the mobile tablet device without prior written consent of MSUM. Prohibited alterations include, but are not limited to, the additional memory or Input/Output (I/O) devices. Should additions or improvements be made to the mobile tablet device, such amenities will become the property of MSUM. Should MSUM elect to remove these additions, alterations, or improvements, MSUM reserves the right to charge the Student a fee for the cost of restoring the mobile tablet device to its original configuration and condition.
   4.2 MSUM is not responsible for maintenance of or providing technical assistance for any applications or hardware not listed in the official MSUM tablet website.
   4.3 Student shall not remove or alter any State of Minnesota, MSUM, and/or MSUM’s Service Provider’s identification labels that are attached to or displayed on the mobile tablet device and associated peripherals.

5. **Lost, Stolen and Damaged Equipment**
   5.1 Student shall take reasonable and prudent care to maintain the mobile tablet device and assorted components in a safe and secure manner. The student is responsible for the entire replacement cost of the mobile tablet device and/or components that are lost.
5.2 In the event that the mobile tablet device is stolen, the student is responsible to provide an official police report to MSUM within two business days of the incident. In addition, a fee of full replacement cost will be charged to the student’s account.

5.3 In the event that the mobile tablet device is damaged during the pilot period, the student shall be responsible as follows:

A. **Major damages.** Major damage includes any damage to a mobile tablet device that results in the need to replace components to ensure that the device is physically intact and fully operational. Examples of major damage include, but are not limited to: cracks to the case, broken screen, liquid spills that damage the device, damage to the hard drive from the device being dropped, electrical damage caused by lightning or electrical surges, or damages to multiple components of the device that have a total amount of replacements that exceed $100. The Student’s responsibility for repair costs as a result of major damage shall be as follows:

   First incident of major damage Up to $100 maximum
   Second incident of major damage Up to $200 maximum
   Third incident Full replacement cost

B. **Minor damages.** Minor damage includes any damage to a mobile tablet device where the cost of repair to the device is below $100. In such circumstances, the Student shall be responsible for all repair costs. Examples of minor damage include, but are not limited to: small crack in plastics, replacement power cord, etc.

   Examples:

   Broken or missing power cord Up to $20 maximum
   Broken or missing power adapter Up to $20 maximum
   Broken or missing case Up to $60 maximum

6. **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. Student shall not lend the device to others for any purpose.

6.2 Student agrees to use the mobile tablet device only in connection with his/her attendance at MSUM. Student should not use the device to run a personal business or illegal activities as defined by State or Federal Law.

6.3 Student agrees to comply with and adhere to Minnesota State Colleges and Universities (MnSCU) Board Policies and MSUM’s regulations and policies governing the use of the mobile tablet device and components. MnSCU Board policy for Acceptable use of Computers and Information Technology Resources can be found at http://www.mnscu.edu/board/policy/522.html.
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; and State computer crime statutes.

7. **Indemnity**

7.1 Security of data transmitted through or stored on the mobile tablet device cannot be guaranteed. Entering and storing any personally identifiable information on the mobile tablet device by Student is done at Student’s own risk.

7.1 MSUM and MnSCU 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 mobile tablet device or any other use of equipment described herein. MSUM and MnSCU are not responsible for unauthorized use of the device. Student shall indemnify MSUM and MnSCU for any injuries, damages, or losses incurred due to the acts of the Student. The obligation of indemnification to MSUM survives the term of this Agreement.

8. **Termination and Return of Equipment**

8.1 The following events terminate this Agreement and a Student’s right to retain a MSUM mobile tablet device:
- Student’s graduation;
- Student’s withdrawal/transfer from MSUM or failure to maintain active Student status;
- Student attempts to transfer or assign his/her interest in this Agreement and/or the mobile tablet device. This includes involuntary transfer of Student’s interest in this Agreement and/or mobile tablet device by operation of law;- Student’s failure to pay all amounts as set forth in Sections 3.1 and 3.2 above. MSUM reserves the right to terminate Student’s access to all Program services and MSUM network account access upon payment default.
- Student’s failure to adhere to the requirements set forth in Section 6 above.
- Termination of the pilot program by MSUM

8.2 Student agrees at the end of the 2014-2015 calendar year, or upon termination of the Agreement as set forth in section 8.1 above, whichever comes first, to deliver the mobile tablet device and all components to Minnesota State University Moorhead IT Helpdesk, located on the first floor of the library within five (5) business days.

8.3 In the event that Student fails to return the mobile tablet device within five (5) business days of his/her withdrawal/transfer or graduation from MSUM, MSUM, at its discretion, reserves the right to charge the student semester fees or replacement cost of the mobile tablet device, whichever is greater. MSUM also reserves the right to terminate access to the MSUM network. NOTICE: The University may seek criminal charges for conversion of state property.

9. **Withdrawal/Transfer from MSUM**

9.1 Upon Student’s withdrawal/transfer from MSUM and timely return of the mobile tablet device and components as set forth in Section 8.1 above.

9.2 Nothing in this Agreement is intended to abrogate MSUM’s right to collection for previous semester(s) outstanding fees owed or collection of loss or damages as described in Paragraph
10. Ownership
Nothing in this agreement shall be interpreted in a manner that transfers ownership of mobile
tablet device components, and/or peripherals to the student. Student has no title of property
interest in the mobile tablet device, components, and peripherals except as provided for in this
Agreement.

11. Amendment and Notice
MSUM reserves the right to amend the terms of this Agreement upon serving Student a written
Notice of Amendment. Notice shall be effected upon emailing Student at Student’s MSUM
Dragonmail account or by U. S. Mail to his/her local or permanent address provided by Student to
MSUM Records Office. Student is responsible to maintain current permanent and local addresses
with MSUM. Notice of Amendment shall be effective thirty (30) days from the date of the emailed or
mailed notice. MSUM reserves the right to correct clerical errors to this Agreement without notice
to Student.

12. Miscellaneous
12.1 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
Clay 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.

Student Name: ______________________________

Student DragonID Number: ______________________

Student Signature: ___________________________ Date: __________________

Parent signature required if student is younger than 18 years of age.

Parent Name: ________________________________

Parent Signature: _____________________________ Date: __________________