



This Agreement is made between Lincoln University (LU) 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 LU licensed software.

Terms

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

1.0 Description of Equipment

LU agrees to provide full-time Student (enrolled in 12 hours or more with less than 60 hours of credit) with a fully configured laptop computer as defined on the LU Blue Tiger Connect webpage. For fall 2023, the model is a Lenovo ThinkPad E14.

2.0 Term

This Agreement shall be in effect until the Student completes 60 credit hours or until terminated pursuant to the conditions under Paragraph 8.0.

3.0 Consideration

3.1 Student is receiving the laptop as part of the 2022 CMC Grant and therefore pays no fee to participate in the program.

3.2 Student is given the opportunity to opt out of the program if Student wishes not to accept the laptop.

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 LU. Prohibited alterations include, but are not limited to, the addition of memory or Input/Output (I/O) devices. Should additions or improvements be made, such amenities will become the property of LU. Should LU elect to remove these additions, alterations, or improvements, LU reserves the right to charge the Student a fee for the cost of restoring the device to its original configuration and condition.

4.2 LU is not responsible for maintenance of or providing technical assistance for any applications or hardware not installed by Lincoln Information Technology Services (ITS).

4.3 Student shall not remove or alter any State of Missouri, LU, and/or LU'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 (\$750) and/or components that are lost.

5.2 In the event that the device is stolen, the Student is responsible for providing an official police report to Lincoln University within two business days of the incident. In addition, a fee of \$750 will be charged to the Student's account.

5.3 Students are encouraged to purchase third-party insurance on the device. This insurance is provided by One2One at an annual cost of \$30 to the Student. Information regarding the program can be found on the Blue Tiger Connect webpage. In the event that the device is damaged and LU ITS is sought for repair, the Student shall be responsible for the following:

Cosmetic and Minor Damages

Damages (not liquid related)

Laptop

Minor non liquid related damage will be charged for parts used.
If parts used exceeds \$350, Student will be charged the major damage fee of \$350.

Parts pricing is subject to change based on the actual cost of the replacement parts used.

LU does not markup parts used, nor do we charge for labor.

Excessive Wear and Tear

\$100

First Incident of Functional and Severe Damages

Laptop

Cracked Screen

\$350

Spill Damage

\$350

Biological Contamination

\$500

Multiple Incidents of Functional/ Severe Damages (Within 2-Year Device Model Rotation)

Laptop

Cracked Screen

\$500

Spill Damage

\$500

Biological Contamination

\$500

Broken Port

\$500

- Total of all charges applies in case of multi-damage claim (e.g.: spill + cracked screen).
- Intensive cleaning/sanitation required to redeploy (e.g.: Ozone treatment for smell) or take apart cleaning.
- LU 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 LU reserves the right to bill a Student the entire cost of repair up to the replacement cost of the device (\$750) in situations where we determine that the cause of the damage was 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 LU.

6.3 Student agrees to comply with and adhere to LU'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 of LU system information technology and the liability resulting from that use.

7.2 LU is 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. LU is not responsible for unauthorized use of their resources and security of data transmitted on their information technology resources cannot be guaranteed. Student shall indemnify LU for any injuries, damages or losses including, without limitation, attorney's fees incurred due to the intentional or negligent acts of Student. The obligation of indemnification to LU 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 LU device:

- Student's withdrawal/transfer from LU or failure to maintain active Student status.
- Student attempts to sell, 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 Section 5.0 above. LU reserves the right to terminate Student's access to all DLL Program services and LU network account access upon payment default.

8.2 In the event that Student fails to return the device(s) within five (5) business days of their withdrawal, transfer, or separation from LU, LU 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, LU 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 LU

9.1 Upon Student's withdrawal, transfer, or separation from LU and timely return of the device(s) and components as set forth in Section 8.1 above, LU ITS will receive (either in-person or by mail) the laptop, charging cord, and protective sleeve.

9.2 Nothing in this Agreement is intended to abrogate LU's right to collect for previous semester(s) outstanding fees owed or collection of loss or damages as described in Paragraphs 5.0. or 6.0.

10.0 Device Ownership

Once the Student has successfully completed 60 hours of credit, ownership of the device, charging/power cord, and protective sleeve transfers to the Student. ITS will notify Student when requirements have been successfully met.

11.0 Amendment and Notice

LU 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 LU Webmail account or by U.S. Mail to their local or permanent address provided by Student to LU ITS. Student is responsible to maintain current permanent and local addresses with the University. Notice of Amendment shall be effective thirty (30) days from the date of the emailed or mailed notice. LU 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 Missouri. The venue for all legal proceedings arising out of this contract, or breach thereof, shall be in State or Federal court with competent Jurisdiction in Cole County, Missouri.

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 debt being referred to a collection agency, at which time Student will be responsible for all collection fees incurred including, without limitation, attorney's fees.

