

Loan contract

Loan contract for an iPad along with accessories

between the

City of Hagen, represented by the Lord Mayor of Hagen,

Faculty of education (FB 48), Rathausstr. 11, 58095 Hagen

hereinafter called the: "City of Hagen"

and the student

First name	Last name
Street	
Pin code	Place

as well as their custodian

First name	Last name
Street	
Pin code	Place

First name	Last name
Street	
Pin code	Place

hereinafter called "the borrower"

This contract regulates the conditions, under which the city of Hagen provides the aforementioned student an iPad along with accessories for participating in the subject offerings by the school including the preparation and follow-up work of the subject contents.

1. Loan device

The city of Hagen makes with immediate effect the following hardware available to the borrowers for the contractually described usage:

- Apple iPad Wi-Fi 32 GB incl. power supply unit and power cable (first funding: Immediate equipment program “Digital Package for schools”) with the serial number _____
- Apple iPad Wi-Fi 64 GB incl. power supply unit and power cable (second funding: Equipment campaign NRW or REACT-EU) with the serial number _____
- Bluetooth keyboard
- Apple iPad cover
- Apple pencil

hereinafter together referred as: “the loan device”.

2. The borrowers

The borrowers need to make sure that the student is registered at the following school at the time of signing this contract.

School, Class

The borrowers are jointly and severally liable pursuant to Section 421 of the German Civil Code (BGB).

3. Free provision

The loan device is owned by the city of Hagen and is provided to the borrowers by the city of Hagen free of charge.

4. Contract term and termination

The contractual relationship starts upon signature by both parties in this agreement and runs for an unspecified period of time.

If the student leaves the above-mentioned school, then the contractual relationship automatically ends on the last school day at the school.

All the contractual parties have the option of terminating the loan contract at any time with immediate effect. An appropriate notice in writing is required for this.

The borrowers are obliged to return the loan device to the school in proper condition once this loan contract ends. The loan device must be returned latest by three working days after the loan contract ends.

If the loan device is not returned within the period of three working days, the city of Hagen can refuse the late acceptance without further warning or notice and instead demand the amount required for the replacement procurement from the borrowers. The compensation for damages is otherwise based on the provisions of the German Civil Code (BGB). Whether the city of Hagen accepts a late return or does not is at their discretion.

5. Obligation to give information

The borrowers undertake to be able to always provide information about the whereabouts of the loan device and to present the loan device at any time on demand.

6. Centralised device management

The borrowers acknowledge that the device is administered centrally via a mobile device management system and that this can lead to restrictions in use. To prevent theft, the device's location data may be transmitted to Mobile Device Management System and, if necessary, be evaluated exclusively by authorities responsible for the same.

7. Condition of loan device at the time of handover

The loan device is handed over in (tick where appropriate)

- as-new condition
- used condition.

In the used condition, only the pre-existing damages listed in the attachment (handing out log) are applicable. The attachment is part of this contract.

8. Use

The loan device is made available to the borrowing student for the purposes of taking lessons until the end of the loan contract.

The loan device must not be used for private purposes or by third parties, but should only be used for the participation of the student in the subject offerings of the school, including the preparation and follow-up work.

When using the device, the applicable legal provisions and school regulations should be followed. This includes copyright, youth protection, data protection and criminal law as well as school rules.

No internet connection and no device-based protection for youth are provided with the loan device.

Moreover, as no youth protection filter system can offer 100% protection, the legal guardians or teachers are responsible for exercising educational supervision over the (Internet) content opened while operating the devices in the respective area of use at home or at school.

More detailed information on Internet use, on content suitable for young people on the Internet, or on the configuration of home networks are available here among others things:

<https://www.klicksafe.de/eltern/elternfragen-konkret/>

It is expressly forbidden to download or install additional apps, programs or other documents onto the loan device that are not required for the described subject offerings.

With the commissioning of the loan device or with the use of applications and apps, the borrower(s)* agree(s) to the respective end-user license contracts as well as end-user license agreements (EULA).

In particular, the end-user license agreements of Apple Inc. (iOS, iPad) and Microsoft Corporation are valid for the delivery condition of the loan devices, which can be viewed here:

<https://www.apple.com/legal/>

<https://www.microsoft.com/de-DE/useterms>

Costs incurred for charging the device at the borrower's home are borne by the borrower and will not be reimbursed.

Only the accompanying power supply unit may be used for charging.

Costs for an internet connection, if any, are also borne by the borrowers.

The loan device should only be kept in the smart cover provided.

The city of Hagen, the fund provider or the funding program is indicated on the loan devices. The borrowers have to ensure that this identification remains unchanged on the devices and

legible on the loan device during the loan period. Otherwise, the school must be informed and replacement of the identification should be ensured.

9. Data storage

All data stored on the loan device, including presentations, course notes, elaborations, etc., will be deleted after the loan device is returned. There will not be any data backup by the city of Hagen.

Backup of data is the individual responsibility of the borrowers. The city of Hagen is not liable for any loss of data.

10. Due diligence/Liability

The borrowers ensure that the loan device is handled with care and must not entrust the loan device to a third party.

The borrowers are liable for all damages, losses and functional impairments that occur to the loan device during the contract period and thereafter until it is properly returned, unless they cannot be held responsible for them. The borrower is not responsible for normal signs of wear and tear in the context of contractual use pursuant to Section 602 of the German Civil Code.

In the event of loss, damage or destruction of the loan device, the city of Hagen can demand from the borrower the amount necessary for replacement procurement in order to compensate for the damage.

The borrowers are not permitted to carry out repairs or procure replacements without authorization or to commission them. Prior approval from the city of Hagen is mandatory.

The city of Hagen decides about a possible replacement of the devices based on the recommendation from the school.

a.) Theft

If the entrusted loan device is stolen, the borrowers have to file a complaint with the police immediately. The official police report must be submitted in writing to the school and the City of Hagen, Faculty of education, within three working days.

b.) Loss

Any loss must be reported to the school immediately.

c.) Damage

Any damage or functional impairment to the loan device or accessories must be reported to the school immediately after the damage / functional impairment occurs.

11. Insurance

To protect against theft or damage (for example, damage to display) of the loan device, insurance can be taken with an insurer of the borrowers' choice on their s own responsibility. The costs for the insurance are borne by the borrowers.

It is recommended to contact in advance any third-party liability or a household insurance that may already exist with the borrower. Corresponding services may possibly already be included in the existing insurance contracts or can be booked in addition.

12. Support

The first level support for the devices is provided by the school.

13. Others

Any changes or additions to this contract are only effective if they are agreed in writing. This also applies to changes to this the clause requiring the written form.

Should individual provisions of this contract be ineffective or void in whole or in part, or should become wholly or partially ineffective or void as a result of a change in the legal situation or through supreme court rulings or in any other way, or if this contract has loopholes, then the parties agree that the remaining provisions of this contract remain unaffected and valid. In this case, the contracting parties undertake, taking into account the principle of good faith, to agree upon an effective provision, which comes as close as possible to the meaning and purpose of the ineffective provision, in place of the ineffective provision and which is to be assumed that the parties would have agreed at the time of the conclusion of the contract, if they had known or foreseen the ineffectiveness or nullity. The same applies if this contract should contain a loophole.

Hagen, _____ (Date)

Signature of student

Signed on behalf Soddemann

Signature on behalf of the city of Hagen

For the correctness

Signature on behalf of the school

Schneider

Signature of the custodian

Signature of the custodian

If only one custodian signs, this person confirms that he or she either has sole parental custody for the student or acts with the consent and on behalf of the other custodian.