

University of Colorado Colorado Springs
STUDENT Chromebook COMPUTER AGREEMENT
Effective: July 1, 2020

This Agreement is made between the Regents of the University of Colorado, a body corporate, for and on behalf of the University of Colorado Colorado Springs (UCCS) 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 Chromebook Computer, technical support, and the use of UCCS licensed software to all students enrolled at UCCS. Fulltime enrollment for this agreement is 12 undergraduate credit hours.

TERMS

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

1.0 Description of Equipment

UCCS agrees to provide Student with a fully configured computer as defined on the UCCS Chromebook Computer Program Website (<https://laptop.uccs.edu>)

2.0 Term

The term of this Agreement will be July 1, 2020 through May 30, 2024.

3.0 Requirements to Receive

- 3.1 Student must be enrolled in a minimum of 12 credit hours as a student at UCCS to receive a Chromebook computer as part of the student technology fee. The Chromebook model may differ for each year due to current purchasing amounts.
- 3.2 Receipts for Chromebook checkout and return will be emailed to the students UCCS email address.
- 3.3 If a student is not enrolled as a summer session student, the student can retain a Chromebook computer over the summer provided the student has pre-enrolled for the following fall semester.

4.0 Requirements to Return

- 4.1 Student must return the Chromebook Computer to the OIT Helpdesk by September 30, 2020 or within five (5) business days of the cancellation of enrollment as a UCCS student whichever shall occur first. Failure to return the Chromebook within 5 business days will result in a \$259.34 charge applied to the student's university bill.
- 4.2 In the event Student changes from fulltime enrollment to part-time enrollment, Student must return the Chromebook within 5 business days from enrollment status change. Failure to return the Chromebook within 5 business days will result in a \$259.34 charge applied to the student's university bill.

5.0 Chromebook Computer Use and Alterations

- 5.1 Student agrees not to remove, dismantle, or open the Chromebook computer case.
- 5.2 Student agrees to use the Chromebook computer in a careful and lawful manner and shall not make any alterations, additions, or improvements, including the removal of any labels, to either the Chromebook computer, its case, or power adapter, without prior written consent of UCCS OIT. Prohibited alterations include, but are not limited to, additional memory and larger hard drive. Should additions and/or improvements be made to the Chromebook, such amenities will become the property of UCCS.
- 5.3 Should UCCS elect to remove any additions, alterations, or improvements, made by Student to the Chromebook computer, UCCS reserves the right to charge the Student a fee for the cost of restoring the Chromebook to its original configuration and condition.
- 5.4 UCCS is not responsible for maintenance of or providing technical assistance for any applications or hardware not listed on the official UCCS Chromebook Computer Program Web site.

5.0 Loss and Damage

- 5.1 Student shall take reasonable and prudent care to maintain the Chromebook Computer and assorted components in a safe and secure manner. Student shall bear the risk of loss for a lost, stolen, or damaged Chromebook Computer and components from the date the Student receives delivery of the Chromebook until the return of the Chromebook to UCCS.
- 5.2 Student agrees to report all incidents of vandalism to, and theft of, the Chromebook Computer immediately to UCCS Campus Police or local law enforcement. Student agrees to cooperate fully with UCCS OIT, UCCS Campus Police, and any other appropriate law enforcement agency in completing all necessary reports.
- 5.3 Fees for damaged, lost or stolen equipment:
 - 5.3.1 Student shall pay UCCS for the repair and/or replacement cost, not to exceed one hundred dollars (\$100, \$50 LCD screen and \$50 system board), for damaged Chromebook Computers and components.
 - 5.3.2 Student shall reimburse UCCS for the entire replacement cost, not to exceed two hundred fifty-nine dollars and thirty-four cents (\$259.34) for lost Chromebook Computer and components.
 - 5.3.3 Student shall pay UCCS not to exceed one hundred dollars (\$100) per stolen Chromebook Computer upon UCCS's receipt of a copy of an official police report. Failure to provide an official police report could result in Student being charged the full replacement cost (\$259.34) of the Chromebook Computer and components.
 - 5.3.4 Student shall pay UCCS not to exceed (\$25) for lost or non-returned power adapters. Power adapter returned with Chromebook computer must have the Property of sticker affixed to adapter.
 - 5.3.5 All fees will be assessed through the Bursar's Office.

6.0 Assignment and Compliance with Applicable Law and Policy

- 6.1 This Agreement and the covenants contained herein are neither assignable nor transferable.
- 6.2 Student agrees to comply with and adhere to UCCS's policies and procedures governing the use of computing services and components.
- 6.3 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.

7.0 Indemnity

- 7.1 Student is responsible for his/her personal use of UCCS information technology systems and the liability resulting therefrom.
- 7.2 UCCS is not responsible for injuries, damages, penalties, or losses, including legal costs and expenses incurred by the Student or other person(s) due to installation of software, transporting the Chromebook, or any other use of equipment described herein.
- 7.3 Student shall indemnify UCCS for any injuries, damages, or losses caused by the intentional or negligent act(s) of Student. The obligation of indemnification to UCCS survives the term of this Agreement.

8.0 Insurance

- 8.1 Student is encouraged to have a homeowners' insurance policy or a special insurance policy, to cover payments due to UCCS in case of loss or theft of Chromebook.
- 8.2 UCCS does not make any warranties, expressed or implied, regarding the security of data, loss of Chromebook, or any other related matter during the term of this Agreement.

9.0 Chromebook Ownership

Chromebook, components, and peripherals shall remain the property of UCCS. Student has no title or property interest in Chromebook, components, and peripherals except as provided for in this Agreement. **NOTICE: In no circumstance will Student be able to purchase the Chromebook through a buy-out program.**

10.0 Amendment and Notice

UCCS reserves the right to amend the terms of this Agreement upon serving Student a written Notice of Amendment. Notice shall be made by emailing Student at Student's UCCS e-mail account or by U. S. Mail to his/her local or permanent address provided by Student to the UCCS Registrar's office. Student is responsible for maintaining current permanent and local addresses with the UCCS Registrar's office. Notice of Amendment shall be effective thirty (30) days from the date of the emailed or mailed notice. UCCS reserves the right to correct clerical errors to any Amendment(s) without notice to Student.

11.0 Miscellaneous

- 11.1 Severability: If any provision of this Agreement is deemed void, invalid, unenforceable, or illegal, by a court of competent jurisdiction, 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.
- 11.2 Entire Agreement Modification: This Agreement contains all the terms between the parties and may be amended only in writing as provided for in Paragraph 10.0 above.
- 11.3 Governing Law: This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Colorado.
- 11.4 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.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____.
(Today's Date)

STUDENT

(Student ID number) (Print student's name)

By: _____
(Student over 18 or Parent/Guardian)