

Loan for Use Contract - Tablet

Loan for Use Contract for an iPad including possible accessories
between

City of Essen, represented by the Mayor,
FB 40-2
Hollestr. 3
45127 Essen

School data or school stamps

hereinafter referred to as: "City of Essen"

and

"First name" "Last name" _____

"School" _____

"Grade as of school year 20/21"

"Street" _____

"Postal Code" "City" _____

and legal guardians

"First name" "Last name" _____

"Street" _____

"Postal Code" "City" _____

hereinafter collectively referred to as: "Borrower"

This Loan for Use Contract regulates the conditions under which the City of Essen provides the Borrower with an iPad and any accessories for after-school learning.

1. Loaned Device

The City of Essen shall provide the Borrower with the following hardware for the use described in this Loan for Use Contract:

- a) Apple iPad 10.2 Wi-Fi - 128 GB (2020) incl. power adapter and power cord

with the **Serial number** _____

- b) Accessories included:

hereinafter referred to as “Loaned Device”

2. Lending Fee /Ownership

The Loaned Device is the **property of the City of Essen** and is provided to the borrower free of charge by the City of Essen.

3. Lending Period / Termination of this Loan for Use Contract

The lending period begins on the day of issue on _____ and ends:

- on _____
- five school days before the end of the school year _____

If the student leaves the above mentioned school, the contractual relationship ends automatically with the last day of school at that school.

All contracting parties have the possibility to terminate this Loan for Use Contract at any time with immediate effect. This requires a corresponding notification in text form.

The Borrower shall return the Loaned Device in proper condition to the school management of the above mentioned school after termination of this Loan for Use Contract. The Loaned Device must be reset to factory settings. The return must take place at the latest three working days after the end of this Loan for Use Contract.

If the return is not effected within the period of three working days, the City of Essen may refuse to accept the goods at a later date without further reminder or announcement and instead demand lump-sum compensation in an amount of currently €200, plus applicable VAT, from the Borrower. Whether or not the City of Essen accepts a late return is at the City of Essen’s own discretion.

4. Obligation to Provide Information

The Borrower shall provide information about the whereabouts of the Loaned Device at any time and present the Loaned Device in working order at any time.

5. Due Diligence / Liability

The Borrower shall ensure that the Loaned Device is handled with care and shall not leave the Loaned Device to a third party.

The Borrower is liable for all damages, losses and functional impairments that occur to the Loaned Device during the contract period and afterwards until the proper return of the Loaned Device. Liability exists regardless of who is responsible for the damage, loss or functional impairment.

Normal wear and tear within the scope of contractual use does not constitute damage.

6. Use

The Loaned Device is made available to the student for school purposes or for the purposes of after-school learning at home until the end of the Loan for Use Contract.

The Loaned Device may **not** be used for private purposes or by third parties, but serves exclusively for the participation of the student in after-school learning activities offered by the school, including the preparation and follow-up of teaching content.

The legal guardian(s) is/are responsible for compliance with the intended purpose of use

The Loaned Device is connected to the Mobile Device Management (MDM) of the Alfried Krupp School Media Center (Alfried Krupp-Schulmedienzentrum) and is centrally managed from there. This means that the devices can only be used to a limited extent under the applicable data protection regulations as well as regulations concerning legal protection for children and young persons. The school board still has the possibility to access the equipment at any time, among other things for support purposes. This means that even individual devices can be blocked for use and located if they are lost or stolen.

It is expressly only permitted to download or install legal apps, programs or other documents on the Loaned Device.

Irrespective of the legal admissibility, when using the mobile terminal it is not permitted to deliberately or knowingly access, store or distribute anti-constitutional, racist, violence-glorifying or pornographic content.

7. Data Storage

Data stored on the loan device, such as presentations, notes, elaborations etc., will be deleted after the return of the Loaned Device. The City of Essen will not back up the data.

Backing up the data is the sole responsibility of the Borrower.

8. Theft

In the event of theft of the Loaned Device, the Borrower shall immediately report the theft to the police. The police report must be submitted in writing to the school management within three working days.

Any loss must be reported to the school management immediately following any loss.

If the lost Loaned Device cannot be replaced, the Borrower shall compensate the City of Essen for the damage incurred.

At present, the contractually regulated replacement lump sum of the City of Essen amounts to €200, plus applicable VAT, for the Loaned Device.

9. Damage

Any damage or functional impairment of the Loaned Device or accessories thereto must be reported to the school management immediately after the damage/functional impairment occurs.

The Borrower shall bear the costs of any repairs that may be necessary, provided the damage was caused by the Borrower.

The Borrower is not permitted to carry out repairs or replacement purchases on the Borrower's own authority or to commission them from third parties.

In the event of major or irreparable damage, the contractually agreed replacement value of the Loaned Device, currently amounting to €200, plus applicable VAT, must be paid by the Borrower to the City of Essen.

10. Insurance

The Loaned Device is **not** insured by the City of Essen.

In the event of theft or damage (e.g. damage to the display) to the Loaned Device, the Borrower can take out an insurance policy with an insurer of the Borrower's choice. The costs for the insurance are borne by the Borrower.

It is recommended that the Borrower contact, in advance, the Borrower's insurance company if the Borrower has any existing liability or household contents insurance policies. It is possible that corresponding services are already included in the existing insurance contracts or can be booked for a small fee.

11. Miscellaneous

If claims arise for the City of Essen from this Loan for Use Contract, these can be asserted individually against the student or directly against the legal guardians of the student.

Any changes or amendments to this Loan for Use Contract are only effective if they are agreed upon in writing. This also applies to any change to this written form clause.

Should individual provisions of this Loan for Use Contract be wholly or partially invalid or void or become invalid or void as a result of a change in the legal situation or as a result of a change in law or as a result of a court ruling or in any other way, or should this Loan for Use Contract contain loopholes, the parties agree that the remaining provisions of this Loan for Use Contract shall remain unaffected and valid. In this case, the parties to this Loan for Use Contract shall, taking into account the principle of good faith, agree on a valid provision in place of the invalid provision that comes as

close as possible to the meaning and purpose of the invalid provision and that is to be assumed that the parties would have agreed on it at the time of conclusion of this Loan for Use Contract had they known or foreseen that the provision would be or become invalid or void. The same applies if this Loan for Use Contract should contain a gap.

I hereby confirm that I have been provided with a translation into _____ language together with this Loan for Use Contract.

Essen, (date)

Signature Student

Signature School Management

Signature of Legal Guardian

Signature of Legal Guardian

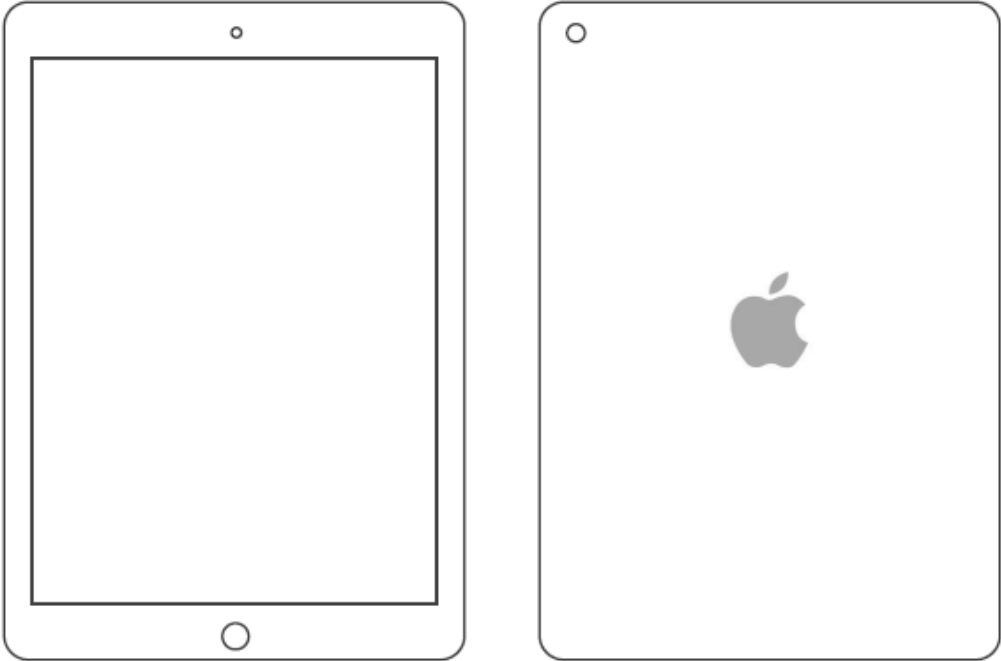
If only one legal guardian signs, this person confirms that he or she either has sole parental custody of the student or acts with the consent and on behalf of the other legal guardian.

Signature of Legal Guardian

Issue of Loaned Device

Apple iPad with possible accessories

The iPad listed under Section 1 of the Loan for Use Contract has the following previous damage.



Description

Essen, (date)

Signature Student

Signature School Management

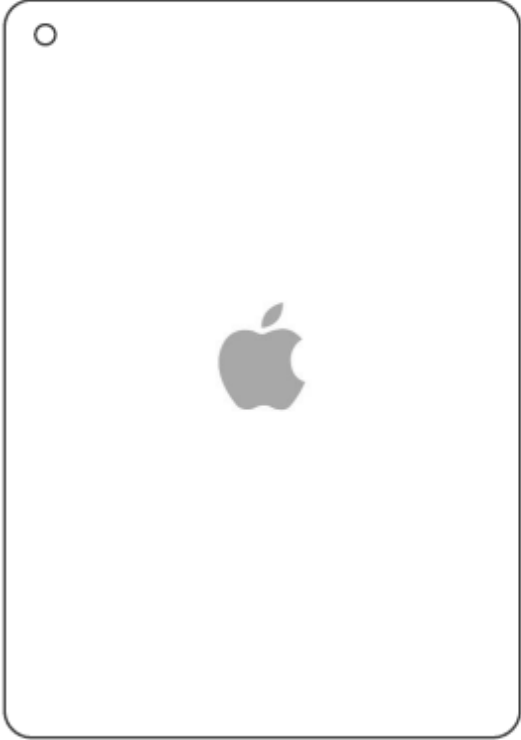
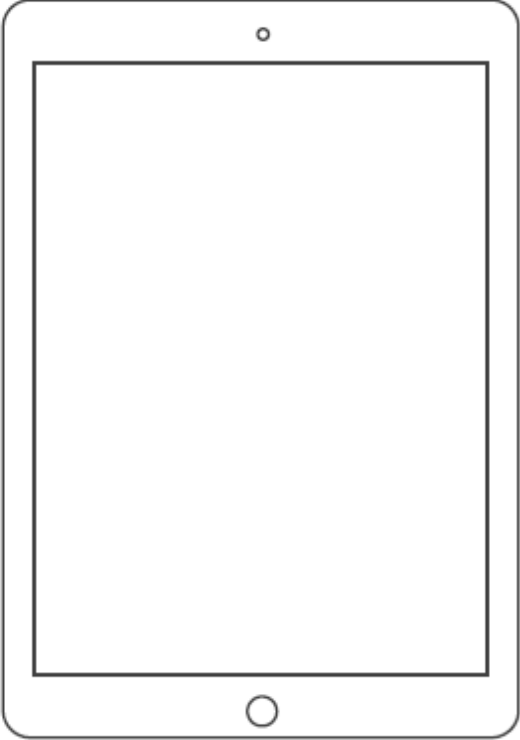
Signature of Legal Guardian

Signature of Legal Guardian

Return

Tablet with possible accessories

The tablet listed under Section 1 of the Loan for Use Contract shows the following additional damage upon return.



Description

Essen, (date)

Signature Student

Signature School Management

Signature of Legal Guardian

Signature of Legal Guardian