

## Tablet Loan Agreement

Loan agreement for an iPad including any accessories between the

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

hereinafter referred to as the 'City of Essen',  
and

**School details/stamp**

«First name» «Last name» \_\_\_\_\_  
«School» \_\_\_\_\_  
«Class» \_\_\_\_\_  
«Street» \_\_\_\_\_  
«Postal code» «City» \_\_\_\_\_

and as guardian for the minor borrower(s)

«First name» «Last name» \_\_\_\_\_  
«Street» \_\_\_\_\_  
«Postal code» «City» \_\_\_\_\_

The terms of use, in version \_\_\_\_\_, provided to the borrower by email / paper, regulate the conditions under which the city of Essen makes an iPad with any accessories available to the borrower for extracurricular lessons.

From this point forward, the city of Essen will provide the following hardware to the borrower for use as described in the contract: Apple iPad 10.2 Wi-Fi - 64 GB (2021) incl. Power supply unit, power cord and, if necessary, accessories

with the **serial number** \_\_\_\_\_

The loan begins on the day of issue and ends after prior announcement, but no later than 5 school days before leaving school. The Terms of Use are hereby recognised and acknowledged.

Essen, (date)

\_\_\_\_\_  
Signature of student

\_\_\_\_\_  
Signature of headmaster

\_\_\_\_\_  
Signature of legal guardian\*

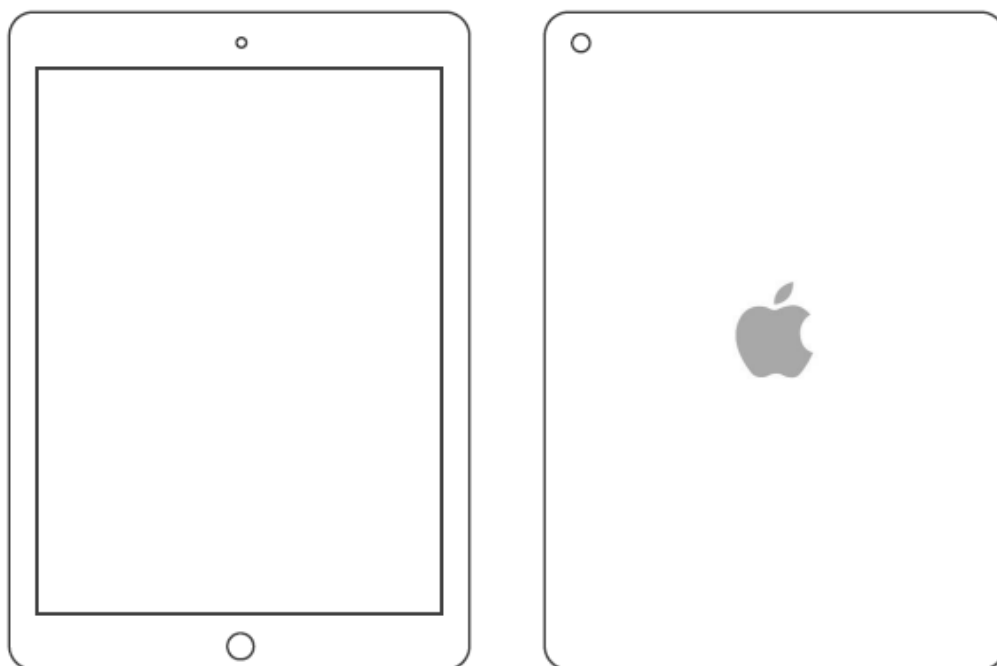
\_\_\_\_\_  
Signature of legal guardian

\*If only one legal guardian signs, he or she 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.

## Item issued

### Apple iPad with accessories

The iPad listed under point 1 of the loan agreement has the following pre-damage.



Description of the device condition and accessories issued

This confirms receipt of the iPad copy mentioned overleaf.

Essen, (date)

\_\_\_\_\_  
Signature of borrower

\_\_\_\_\_  
Signature of school management

## **Annex to Loan Agreement**

### **Terms of Use for the use of municipal iPads in class**

#### **1. Loan fee /property**

The loaned equipment (if necessary with appropriate accessories according to the loan agreement) is **the property of the city of Essen** and is provided to the borrower by the city of Essen free of charge. For better readability, the additional mention of the accessories is dispensed with below. If regulations apply regarding the loaner device, the issued accessories are included.

#### **2. Loan duration/termination of loan agreement**

The loan begins on the day of issue and ends after prior announcement, but no later than 5 school days before leaving school. It is possible for all Contracting Parties to terminate the loan agreement at any time with immediate effect. This requires a corresponding notification in text form to the school management of the device-issuing school.

The borrower undertakes to return the loaned equipment to the school management of the above-mentioned school in proper condition after termination of this loan agreement. The loaned device must be reset to factory settings. The loaned device must be returned no later than three business days after the end of the Loan Contract.

If the return does not take place within the period of three working days, the City of Essen may refuse to accept it later without further warning or announcement and instead demand a lump sum of €200 from the borrower. Whether the city of Essen accepts a late return or not is at its discretion.

#### **3. Obligation to provide information**

The borrower undertakes to provide information on the whereabouts of the loaner at any time upon request and to present the loaner in working condition at any time.

#### **4. Duty of care/liability**

The borrower shall ensure that the loaner is treated with care and shall not leave the loaner to any third party.

The borrower is liable for all damages, losses and functional impairments that occur on the loaned equipment during the contract period and thereafter until proper return. Liability exists irrespective of who is responsible for the damage, loss or functional impairment.

Changes or deteriorations of the item (such as normal signs of wear and tear) within the scope of contractual use do not constitute damage.

## **5. Usage**

The loaned equipment will be made available to the student for school purposes or for the purposes of extracurricular teaching at home until the end of the loan contract.

The loan device may **not** be used for private purposes or by third parties, but is used exclusively for the participation of the student in extracurricular courses offered by the school, including the preparation and follow-up of teaching content. The legal guardian agrees that the school may create an Apple ID (Managed Apple ID) on behalf of the student for the purpose of school use. This Apple ID is required, for example, for data protection-compliant backup and login to Apple. To create the managed Apple ID, the first name, last name and, if applicable, the year of birth are used. The integration of a private Apple ID, as well as changes to hardware and software are prohibited.

The guardian(s) are responsible for compliance with the intended purpose of the use.

The loan device is connected to the Mobile Device Management (MDM) of the Alfried Krupp School Media Center and is centrally managed from there. This means that the devices can only be used to a limited extent under the applicable youth and data protection regulations. In addition to the technical precautions, the guardian is also required to monitor compliance with youth and data protection. The school owner also has the option of accessing the devices at any time, for the purpose of support, among other things. Thus, even individual devices can be blocked and located for use in the event of loss or theft.

It is expressly only permitted to download or install legal apps, programs or other documents on the loaner device. Regardless of the legal permissibility, when using the mobile device, it is not permitted to retrieve, store or distribute anti-constitutional, racist, violent or pornographic content, deliberately or knowingly.

## **6. Data storage**

Data stored on the loaner, such as presentations, transcripts, elaborations, etc., will be deleted after the loaner has been returned. There is no data backup by the city of Essen.

The data is saved under the responsibility of the borrower.

## **7. Loss**

In the event of the theft of the loaned equipment, the borrower must immediately file a report with 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 after loss.

If the lost loaner cannot be replaced, the borrower is obliged to compensate the damage incurred. The contractually agreed replacement fee of the city of Essen is € 200 for the loaned equipment.

The lender may waive the replacement fee in the event of proven theft. In this case, the loss report to the school management in connection with a theft report from the police shall be considered as proof. A case-by-case examination takes place.

## **8. Damage**

Any damage or functional impairment to the Loaned Device or accessories must be reported to the school management immediately after the damage/functional impairment has occurred.

The borrower shall bear the costs of any repair incurred, if the damage was caused intentionally or through gross negligence by the borrower.

The borrower is not permitted to carry out repairs or replacement procurements on his own or to commission them from third parties.

In the event of major or irreparable damage, the contractually regulated replacement value of the loaned equipment in the amount of €200.00 is to be paid by the borrower to the city of Essen, provided that this damage was caused intentionally or through gross negligence by the borrower.

## **9. Insurance**

The loaner is **not** insured by the city of Essen.

In order to protect against theft or damage (eg, in the event of display damage) of the loaned device, insurance can be taken out independently with an insurer at the choice of the borrower. The costs for the insurance shall be borne by the borrower.

It is recommended that you contact the borrower in the existing liability or household insurance in advance. It is possible that corresponding insurance benefits are already included in the Borrowers' existing insurance policies (liability insurance) or that they can be booked in addition for a small fee.

## 10. Other

Insofar as claims arise from this contract for the City of Essen, these can be asserted individually against the student as a borrower, as well as directly against the guardian.

With his/her signature, the legal guardian declares his/her consent to the loan as the legal representative of the borrower and he /she assumes liability as joint and several debtor by acceding to the debt under private law for all obligations and damages associated with the return of the iPad.

Additional agreements, amendments and additions to this contract are only effective if they are agreed to in writing. This also applies to changes to this written form requirement.

Should individual provisions of this agreement be wholly or partly invalid or void, or should they become wholly or partly invalid or void due to a change in legislation or by the adjudication of a supreme court or otherwise, or should this agreement prove to contain loopholes, then the parties agree that the other provisions of this agreement will remain unaffected and valid. In such cases, the parties undertake, in consideration of the principle of good faith, to replace the invalid provision by a valid one which comes as close as possible to the meaning and purpose of the invalid provision, whereby it can be assumed that the parties would have agreed such a provision at the time of conclusion of the Agreement if they had known or foreseen the invalidity or nullity of the original provision. The same applies if this Agreement should contain a loophole.

Essen is agreed as the place of jurisdiction.

- End Terms of Use as of 03/2022-