



APPENDIX 2

Date
2015-08-11

Conditions for computer loan 2015

Kalmarsund's Secondary Education Association offers students the opportunity to loan a computer during their studies. The purpose of computer loans is to provide students access to modern aids for their studies.

Responsibility of students and their guardians

In order for the student to take delivery of a computer it is necessary for the student and their guardian to have approved the contract and its conditions by signing the contract form (Appendix 1). The contract must be approved by both student and guardian. Through his/her signature the guardian approves that the student is covered by the responsibilities stated within the contract. In addition the guardian undertakes common liability with the student in respect of all obligations that the student has concerning Kalmarsund's Secondary Education Association in accordance with the contract. The guardian accepts common liability even after the student has attained the age of maturity (18).

Note

If the student elects not to take up the offer of loaning a computer the school offers to loan a computer to the student concerned during classroom time, which is signed for by the student and returned on a daily basis. This computer is thus not personal and may not be removed from the school to the home or other place.

Contracted parties

Lender: Kalmarsund's Secondary Education Association (gymnasieförbund)
Borrower: The undersigned guardian of an underaged student, or student of the age of maturity, enrolled at a school in Kalmarsund's Secondary Education Association.

Equipment

The contract is valid for the following equipment; computer and associated power cord/charger, storage case (hereinafter referred to as the Equipment). If the student takes delivery of a computer in its original packaging, this must be kept and returned along with the computer equipment. The computer shall be returned in the packaging together with the power cord and adapters supplied at the time of delivery.

Loan period

The loan is valid for the period that the student is enrolled at Kalmarsund's Secondary Education Association. The student shall return the equipment in good time before the end of term.

If the equipment is not returned within the stipulated time the student will be invoiced for the market value of the equipment at the time at which it should have been returned. At the termination of the loan period, or if the student cuts short or

leaves his/her education earlier than planned, the equipment must immediately be returned by the student. This shall take place at the student's own initiative without needing to be requested to do so. If this does not happen Kalmarsund's Secondary Education Association will debit the student for the value of the equipment.

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Secondary Education Association reserves the right to immediately terminate the contract at any time.

Requirement to take care of the equipment

Once the student has taken delivery of the equipment he/she carries the responsibility for the equipment not being damaged, destroyed, made worse or becoming lost. The student also undertakes for the loan period to take proper care of the equipment, to only use it in the prescribed manner and ensure its safekeeping in accordance with the following points.

The equipment shall be handled with care, which amongst other matters includes the following.

- **Three important points**



- **Case;**
The computer shall be kept in a case/computer sleeve during each and every move between rooms, and during transportation. It may consequently not be carried in the school's corridors or in any other context without its case.
- **Liquids may not be stored or consumed in the vicinity of the computer** to avoid liquid incursion damage.
- **Careful handling** - The equipment is to be considered as goods especially likely to be stolen.
 - It may not, for example, be kept overnight in a student's school locker.
 - The equipment may not be left unattended, neither in a classroom nor in any other place inside or outside the school, as the insurance does not cover liability of loss or damage incurred when left unattended, in premises or in public places.
 - The insurance only covers loss/theft of the equipment if this occurs in connection with a break-in with clear signs of a break-in having had taken place, e.g. by a broken window or forced entry through a lock.
- The student is personally responsible for taking suitable back-ups of material so requiring it. Kalmarsund's Secondary Education Association is not liable for any material that becomes lost as a result of service or guarantee cases, or

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through other causes. It is the student's responsibility to action suitable back-up of such material that is saved locally on the computer that ought to be able to be recreated in the event of any type of problem.

- When returning the equipment it is the student's responsibility to ensure the equipment is in functional condition and free from cosmetic defects.
- The student is responsible for ensuring that equipment returned to Kalmarsund's Secondary Education Association is free from any stickers that were not present on delivery. There may be no other labels or colour markings.

- The equipment is an educational tool intended for schoolwork. The computer must always be brought to school and be in working order at teaching sessions.

Damage as a consequence of negligence/intent

The student is liable for any damage to the equipment arising as the result of the student's carelessness. In cases where Kalmarsund's Secondary Education Association's comprehensive insurance does not cover the cost for the damage, the student is liable for compensating Kalmarsund's Secondary Education Association in full for the cost. The student is recommended to explore the possibility of organising insurance through his/her own insurer to cover the student's liability for damage to equipment arising as a result of the student's carelessness.

Carelessness in respect of liquids, if the computer is left unattended or dropped without its protective case may, for example, involve costs for complete replacement of the computer concerned.

Other requirements concerning carelessness can be found in the appended insurance conditions, which can also be found at www.gyf.se/gyfelevdator.

Note

Wilful damage to the equipment on the part of the student is never covered by insurance.

Insurance and guarantee aspects in regard of accidents, theft and robbery

Should the equipment during the loan period be damaged or gets lost, the student shall immediately report the matter to the secondary school at which he/she is enrolled. The equipment is covered by guarantees and comprehensive insurance for student computers in the Secondary Education Association's schools. The insurance policy covers certain damage arising as a consequence of accident, theft and robbery. In the event of loss of the equipment the student shall immediately report the matter to the police, and provide Kalmarsund's Secondary Education Association with a copy of the report. The excess in accordance with the aforementioned insurance contract is SEK 1000. In insurance claim cases the student shall indemnify Kalmarsund's Secondary Education Association for the excess amount.

Ownership right

Kalmarsund's Secondary Education Association has the equipment at its disposal by means of a leasing contract or outright purchase. The student does not have the right to sell, pawn or loan out the equipment to any third party.

In the event of non-compliance with the agreement

The student accepts and undertakes through signing this contract to follow the rules and regulations concerning the equipment. If these conditions are not adhered to Kalmarsund's Secondary Education Association reserves the right to terminate the loan contract with immediate effect, with the student's subsequent loss of right to use a student computer.

When the contract expires

The contract ceases to apply on the day on which the equipment is returned. Kalmarsund's Secondary Education Association can request compensation from the student by, at the latest, 3 months following this point in time, for excess and/or damage(s) in accordance with the aforementioned.

Access to Kalmarsund's Secondary Education Association's computers, network (wifi) and internet services

Internet enables communication and exchange of information between humans and institutions all over the world. The student shall behave in a proper and dignified manner in these respects.

This means that the student shall

- Be careful in his/her use of language
- Demonstrate respect for others
- Follow Kalmarsund's Secondary Education Association's rules and regulations concerning computer users and Swedish law. The student's attention is drawn in particular to the legislation pertaining to the Swedish Copyright Act and the Swedish Penal Code.

This means the student may not

- Attempt to access network resources without the right to do so
- Attempt to hide his/her network identity
- Attempt to disrupt or cut off the intended use of the network(s)
- Waste accessible resources (staff, hardware or software)
- Make incursions into the private lives of others
- Insult or demean others

Note

Swedish law shall apply under **all** conditions. Criminal activity may be reported to the Police. Access to computer and network resources may be denied in the event of a breach of the rules.

Access to e-mail accounts and stored documents – Google Apps for Education

Kalmarsund's Secondary Education Association provides e-mail, file storage and calendar function services in the web-based service known as Google Apps for Education (ksgyf-account).

- Through his/her signature, the student undertakes not to store sensitive data in Google Apps.
According to the Swedish Personal Data Act, sensitive personal data is such that reveals race or ethnic origin, political opinions, religious or philosophical beliefs, membership of a trade union and personal data that concerns health or

sex life. Data on health may, for example, be sick leave, pregnancy and doctor's visits.

- The student is recommended to erase/delete all documentation and mail before leaving school.

The right to access the 'ksgyf' account ceases in conjunction with the day on which the student leaves school. The user account is closed and any residual material is sorted out as soon as possible after leaving school.

The Board of Kalmarsund's Secondary Education Association is responsible for the protection of personal information under the provisions of the Swedish Personal Data Act. For further information refer to www.gyf.se/gyfelevdator.