**Agreement for the Rental of Laptops/Tablets and Loan of Free Educational Materials, Books, and Other Supplies**

**between**

**Telemark County Municipality**

(org.nr. 929 882 989)

and

{studentName} – {studentID}

1. **General**

**1.1. Parties**

The agreement is entered into between Telemark County Municipality (the county municipality) and the student for the rental of a laptop/tablet and the loan of free educational materials, books, and other supplies. In cases where the student is a minor, the agreement is entered into with the student's guardian as the responsible renter and borrower.

By signing, I confirm that I have read the contents of this document and accept the county municipality's terms and guidelines for the use and handling of the student laptop/tablet, free educational materials, books, and other supplies.

The rental relationship between the county municipality and the student is regulated by the terms of this agreement.

This agreement can be signed digitally here:<https://elevkontrakter.telemarkfylke.no>

**1.2. Ownership/Right of use**

The equipment/educational materials/books covered by this agreement are the property of the county municipality. The student is only granted a right of use until the laptop is purchased and privatized.

1. **Rental of laptop**

**2.1. The equipment and software covered by the agreement**

The scheme includes a laptop/tablet/MacBook with a charger and any additional equipment. In case of damage or loss, the terms of this agreement also apply to loaned PCs.

The following software groups are installed in addition to the operating system:

* office suite (Office365)
* antivirus program
* other software used by the school in teaching

**2.2. Use of equipment**

**The student is obligated to:**

* ensure that the equipment is securely protected against damage and theft (e.g., stored in a locked cabinet, transported in a bag, using a rain cover, and carried as hand luggage during travel)
* not lend the laptop to others or leave it unattended
* not install harmful/illegal or other software
* not alter/copy the software already installed on the laptop without special permission from the school
* regularly back up data
* not remove markings (type designation, serial number, etc.) from the machine
* not mark the machine in any way, not even with stickers

In case of suspected virus/malware or abnormal use of the PC, the student account will be blocked. The student must contact IT for review and reinstallation of the PC.

The county municipality is entitled to use software to monitor network traffic and applications on student PCs exclusively during examination periods. The purpose is to prevent cheating and alert to unauthorized software on student PCs. This right to monitoring is limited to examination periods and will not apply outside these periods.

Students do not get administrative rights to the PC until the three annual rentals are paid and the PC is privatized after the end of schooling.

Usage is regulated by the county municipality's code of conduct for high schools.

**2.3. Service and warranty**

The student is obligated to deliver the PC to IT technical personnel for necessary upgrades, repairs, and service. If the student or others tamper with the PC, the consequence will be the loss of the warranty. This may trigger liability for the student. If necessary, the school will provide the necessary equipment for the student. The student must report warranty cases continuously, and no later than June 20th of the third school year after the agreement was entered into. This also applies to damage to any loaned PC.

**2.4. Loss and damage**

All faults with the equipment, as well as damage and loss, must be reported to the school at the first opportunity, no later than 14 days.

The student should not attempt to repair damage themselves but leave this to the school. Maintenance performed by anyone other than approved service providers means that the damage is not covered.

In case of damage, a deductible expense must be paid. The deductible expense will vary depending on the extent of the damage. This is determined by the county municipality according to the warranty agreement.

Loss or damage due to negligence/carelessness or student's intent is the full responsibility of the student/student’s guardian. If a PC is damaged or lost due to negligence or intent, the student/student’s guardian must cover the repair or pay the residual value of the PC according to the county municipality's current guidelines.

Examples of negligence include (but are not limited to):

* Careless storage of drinks/liquids in the same bag as the PC
* Use in unsuitable locations (e.g., near sand, dirt, water, welding equipment, or other machines that can damage the PC in a workshop, etc.)
* Leaving the PC unattended by the student themselves or classmates
* Careless handling during transport
* Damage from improper placement of the PC so that it is sat on by the student or others
* Improper placement such as from heights, on the floor, or on an edge, etc.

**2.5. Theft**

In case of theft, the student must immediately report this to the police, and the school must receive a copy of the theft report.

In case of theft of the PC from private or public places, including the school, the student/student’s guardian is responsible for covering the loss, possibly using their own insurance. Theft insurance is recommended.

**2.6. Right to take over the equipment**

**General about takeover**

To take over the PC, the student must have paid three years' rent and completed schooling. The PC will then be unlocked so the student can administer it themselves. The license for the Microsoft Windows operating system will be made available, but not the Microsoft Office 365 license. All other software will be deleted.

**Exchange student**

The student may take the PC if he/she will be attending school abroad. For absences of more than six months, the PC must be privatized and the remaining rental amount paid. The student will then be the administrator of the laptop and can install programs as needed. When the student returns to school after the exchange, he/she must contact the school's IT service desk to have the machine prepared for school use again.

**Changing schools**

If the student changes schools within the public schools in the county municipality, he/she must take the PC with them to the new school.

If the student changes to a private school or a public school in another county, the rental contract with the county municipality must be terminated either by paying the remaining rental amount according to the right in the regulations to the Education Act or by returning the PC. The student should contact the new school for information on the applicable rules.

**Discontinuing schooling**

If the student leaves before October 1st of the same autumn when this agreement was entered into, the student is not entitled to take over the PC, and it must be returned to the school. If the student leaves after October 1st and wants to keep the PC, the remaining rental amounts must be paid. If the student leaves after October 1st and does not want to keep the PC, the student pays the rental amount for the ongoing school year.

**Further studies, for example, adding general study competence**

The student can use the same PC taken over after VG2 in further studies/apprenticeships within the county municipality. If the student does not have a PC from before, he/she can rent a PC from the school for an annual rent, and this PC must be returned to the school after the completion of studies. The student must sign a rental contract.

1. **Loan of free educational materials, books, and other supplies**

This agreement applies to the entire school term or one school year at a time for free educational materials, books, and other supplies.

All materials that the student borrows are the property of the school.

Upon completion of schooling, completion of a subject, or discontinuation of schooling, all educational materials must be returned to the school. Educational materials not returned by the agreed time are considered lost, and an invoice will be sent to the student/guardian according to applicable rates.

Other books and materials are returned continuously throughout the school year in accordance with established terms and routines.

**3.1. Handling of loaned material from the school library service**

All loans must be registered to the student in the library's loan system.

The student is obligated to:

* handle the educational materials responsibly so that they are not subjected to unnecessary wear and damage
* not use a highlighter, underline text, or write notes in borrowed books
* ensure that the barcode/rfid tag is preserved

**3.2. Loss and damage**

In case of loss, damage, or destruction of educational materials, the student/student’s guardian has full liability for compensation. Compensation claims are not waived even if the educational materials are returned after the deadline. In exceptional cases, compensation claims may be waived.

1. **Payment and signing**

For student PCs, the student must pay an annual rental for three years. The student pays in advance once per school year via the county municipality's electronic payment solution. The rental amount corresponds to the lowest rate for equipment grants from the Student Loan Fund and is adjusted annually. After the completion of study, the student can keep the student PC. If the student does not complete the training or has used the student PC for less than three years, the student will be offered to buy out the student PC for three years' rent.

In case of collection of compensation due to non-return of free educational materials, books, and other supplies, or negligence in accordance with the contract, the student will receive an invoice. In case of non-payment, the student will receive a written reminder with a reference to debt collection. The county municipality may transfer the right to collect payment to another party.

For students under 18 years of age, the guardian who signed as the responsible renter will be responsible for any claims for non-payment.

**Agreement for the rental of laptops/tablets, loan of free educational materials, books, and other supplies**

I confirm that I have read the contents of this document.

By my signature, I accept the county municipality's terms and guidelines for the use and handling of the student PC, and the terms and guidelines for the use and handling of loaned educational materials.

Norwegian general liability rules apply for the use and handling of the computer. You are fully liable for loss, theft, or damage, both due to intent or negligence. In other cases of loss, theft, or damage, you must pay a deductible expense per incident for repair or a replacement of the machine.

Telemark County Municipality

Place and date: Skien, August 2024

\*Signature\*

Helge Galdal

County Head of Education, Public Health, and Dental Health

**Student and Guardian**

|  |  |
| --- | --- |
| **Place and date** | **Under 18 - guardian's signature of responsibility:** |
| The student's name (block letters) | Guardian´s name (block letters) |
| The student's signature | Guardian´s signature |