

Georgian Court University

Technology Asset Loan Agreement

Scope

Georgian Court University (“GCU”) makes selected technology assets available to students, faculty, and staff (“Borrower”) under certain circumstances for their exclusive, temporary use based on availability and a case-by-case evaluation of need. This Technology Asset Loan Agreement covers GCU’s and Borrower’s responsibilities for the care and use of all assets loaned.

Term

The assets loaned are provided for the fixed time period listed on the loan receipt or until any of the events listed in the “Termination” section below have occurred, after which they must be promptly returned to the Office of Information Technology at 801 Lakewood Drive, Lakewood, New Jersey.

Ownership, Possession, and Care

At all times during this agreement GCU retains ownership of the physical assets and usage rights for any software loaned. During the term of the agreement Borrower agrees to take reasonable care to prevent damage or loss of the physical assets loaned and to be held liable for loss, or for damage beyond normal wear and tear.

Borrower may not sell, lease, rent, lend, trade, give, or otherwise transfer possession of the assets loaned to another person or allow another person to use the assets.

GCU reserves the right to access, monitor, and remotely install software in order to help secure the assets from theft and electronic attack, to protect other GCU assets to which the assets loaned may have access, to comply with Federal or State law, university policy, and software vendor agreements; and to assist law enforcement where appropriate.

Use

The assets loaned must be used only for the pursuit of academic study or university activities. They may not be used for commercial gain. They may not be used to serve information to other devices through GCU networks.

Use of the assets loaned must not violate university policy; software vendor agreements; Federal or State law including (but not limited to) laws of libel, data privacy, copyright, trademark, gambling, obscenity, child pornography, and Federal and State computer crime statutes; the GCU Student Handbook (for student borrowers) or the Information Technology Acceptable Use Policy.

The assets loaned may be covered by vendor warranties and accidental damage protection. They may not be modified or amended including (but not limited to) installing memory or I/O devices; engraving, painting, or applying permanent marks or stickers to the casing.

Operating system and application software installed on any assets at the time Borrower takes possession must not be altered in order to circumvent GCU’s rights under this agreement, or in order to prevent the university from accessing, monitoring or controlling the assets.

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Borrower should have no expectation of privacy or confidentiality in use of the assets or in personal information stored on university equipment or transmitted over university networks.

Borrower is responsible for proper backup of any information stored on the assets. Such information is not backed up by GCU and may be lost if the asset is damaged and/or brought in for service. Upon return of the assets loaned, information storage may be wiped clean and all information on it destroyed.

Damage or Malfunction

Borrower must take reasonable care to keep the assets loaned free from damage and in good working order. The GCU Office Information Technology will arrange for repair of damage to hardware as a result of use consistent with the policies contained in this agreement and other GCU policies, at no cost to Borrower, and at its sole discretion may provide a loaner or replacement system. The Office of Information Technology will assist Borrower with issues relating to the operating system and software installed when Borrower took possession. Such assistance may involve deleting and re-installing all software. Borrower may be held financially liable for damage resulting from negligence, abuse, or misuse, up to the full replacement value of the assets.

Loss

If any of the assets loaned are lost or stolen, Borrower must report the event immediately to local police and then GCU Campus Security if off-campus, or GCU Campus Security if on-campus. Borrower must obtain and supply to the Office of Information Technology a copy of the GCU Campus Security report and the report from the local police having jurisdiction (both copies must be signed by Borrower). Borrower may be held financially liable for loss resulting from negligence, up to the full replacement value of the assets.

Indemnity

Borrower is responsible for the conduct and content of his/her personal use of the assets loaned and the liability resulting from that use. GCU is not responsible for injuries, damages, penalties, or losses, including legal costs and expenses incurred by Borrower or other persons due to installation of software, transporting the assets, or any other use of items described herein. Borrower will indemnify GCU for any injuries, damages or losses incurred due to the intentional or negligent acts of Borrower. The obligation of indemnification to GCU survives the term of this Agreement.

Termination

This agreement terminates when the assets loaned are returned to the Office of Information Technology after one of the following events:

- The time period of the loan has expired;
- Borrower is no longer associated with the university;
- Borrower has violated the terms of use listed in this agreement and the rules and policies to which it refers;
- The Office of Information Technology is made aware of underuse, misuse, or abuse of the assets loaned; or
- Borrower no longer needs the assets loaned for the purpose for which they were loaned.

Periodic Check

The Office of Information Technology may, at its discretion, call for the assets loaned to be returned to the Information Technology offices for inspection and periodic maintenance.

Miscellaneous

Severability: If any provision of this Agreement is determined to be void, invalid, unenforceable or illegal, 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.

Entire Agreement, Modification: This Agreement contains all the terms between the parties and may be amended only in writing.

Jurisdiction and Venue: This contract, and amendments and supplements thereto, shall be governed by the laws of the State of New Jersey. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in State or Federal court with competent Jurisdiction in Lakewood, New Jersey.

Non Waiver: Delay or failure to enforce any provision of this Agreement shall not constitute a waiver or limitation of rights enforceable under this Agreement.

Acceptance of Terms, Receipt of Assets

Borrower must sign his/her acceptance of this agreement and receipt of the assets loaned. If Borrower is under the age of 18, the Agreement must co-signed by Borrower's parent or guardian, who agrees to be equally responsible for the terms of the Agreement.



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Signatures

By signing below Borrower:

- acknowledges that she/he has read, understands, and agrees to all terms of the Technology Asset Loan Agreement;
- acknowledges receipt of the Assets Loaned listed below; and
- acknowledges that all assets received are in good working order.

Borrower's Name (Please Print)	Signature and Date

If Borrower is under the age of 18:

Parent/Guardian's Name (Please Print)	Signature and Date

Assets Loaned

Ticket #:

Quantity	Description	Asset ID/SN

Assets due back to Information Technology: (Date and Time)	
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