This Agreement is made between Clark Atlanta University (CAU) and the Student (Student) designated below.

**RECITALS**

The purpose of this Agreement is to provide a technology package that includes the temporary use of a Laptop, technical support, and the use of CAU licensed software.

**TERMS**

In consideration of the mutual covenants and conditions contained in this Agreement, CAU and Student agree as follows:

1.0 **Description of Equipment**

1.1 CAU agrees to loan First-Year undergraduate and all graduate students a fully configured Dell Latitude D530 laptop.

2.0 **Laptop Use and Alterations**

2.1 Student agrees to use the Laptop in a careful and lawful manner and shall not make any alterations, additions, or improvements to the Laptop without prior written consent of CAU. Prohibited alterations include, but are not limited to, the additional memory or Input/output (I/O) devices. Should additions and/or improvements be made to the Laptop, such amenities will become the property of CAU. Should CAU elect to remove these additions, alterations, or improvements, CAU reserves the right to charge the Student a fee for the cost of restoring the Laptop to its original configuration and condition.

2.2 CAU is not responsible for maintenance of or providing technical assistance for any applications or hardware not listed preinstalled on the Laptop computer.

2.3 Student shall not remove or alter any State, Federal, or CAU, and/or CAU’s Service Provider’s identification labels that are attached to or displayed on the Laptop and associated peripherals.

3.0 **Loss and Damage**

3.1 Student shall take reasonable and prudent care to maintain the Laptop and assorted components in a safe and secure manner. Student shall bear the risk of loss for a lost, stolen, or damaged Laptop and components from the date the Student receives delivery of the Laptop until the return of the Laptop to CAU as set forth in Section 3.2.1.

3.2 Student agrees to report all incidences of theft and/or vandalism to the Laptop within five days of Student’s knowledge of the loss to appropriate law enforcement authorities (CAU Campus Police, Atlanta Police, etc). Student agrees to cooperate fully with the appropriate local law enforcement agency in completing all necessary reports.
3.2.1 Student shall reimburse CAU for the entire replacement cost for lost or stolen Laptop and components. Student is responsible for the full replacement cost of the Laptop and components.

3.2.2 If applicable, failure to pay the replacement cost fees by the end of the semester may result in a hold placed on student's course registration and transcripts.

4.0 Assignment and Compliance with Applicable Law and Policy
4.1 Student shall NOT assign, pledge, or transfer any interest in this Agreement or in the Laptop, including all attachments and components. This includes lending the Laptop to others for his/her individual use.
4.2 Student agrees to use the Laptop only in connection with his/her attendance at CAU.
4.3 Student acknowledges that certain courses may require the use of the laptop in the classroom.
4.4 Student agrees to comply with and adhere to Clark Atlanta University’s regulations and policies governing the use of technology.
4.5 Student agrees to comply with State and Federal laws and regulations including, but not limited to, laws of libel, data privacy, copyright, trademark, gambling, obscenity, and child pornography; the Federal Electronic Communications Privacy Act and the Computer Fraud and Abuse Action, which prohibit "hacking" and similar activities; and State computer crime statutes.

5.0 Indemnity
5.1 Students are responsible for the content of his/her personal use on CAU system information technology and the liability resulting from that use.
5.2 CAU is not responsible for injuries, damages, penalties, or losses, including legal costs and expenses incurred by the Student or other person due to installation of software, transporting the Laptop, or any other use of equipment described herein. Student shall indemnify CAU and for any injuries, damages or losses incurred due to the intentional or negligent acts of Student. The obligation of indemnification to CAU survives the term of this Agreement.

6.0 Termination and Return of Equipment
6.1 The following events terminate a student's right to retain a CAU laptop:
   - Student's graduation;
   - Student's withdrawal/transfer from CAU or failure to maintain active Student status;
   - Student attempts to transfer or assign his/her interest in this Agreement and/or the Laptop. This includes involuntary transfer of Student's interest in this Agreement and/or Laptop by operation of law;
6.2 Student agrees at the end of the term of this Agreement provided to deliver the Laptop and all components to the CAU within five (5) business days.
6.3 In the event that Student fails to return the Laptop within five (5) business days of his/her withdrawal/transfer or graduation from CAU, at its discretion, reserves the right to charge Student late fees applied over the semester and accrued unpaid semester fees or assess Student the full cost of the Laptop and all components and accrued unpaid semester fees or charge Student the full costs of the Laptop and all components and a accrued unpaid semester fees. NOTICE: The University may seek criminal charges for conversion of federal property.
6.4 CAU laptops must be returned annually for inventory at the end of the academic year.
Title III Administration

7.0 Laptop Ownership

7.1 Nothing in this agreement shall be interpreted in a manner that transfers ownership of laptop, components, and/or peripherals to the student. Student has no title of property interest in laptop, components, and peripherals except as provided for in this agreement.

8.0 Amendment and Notice

8.1 CAU reserves the right to amend the terms of this Agreement upon serving Student a written Notice of Amendment. Notice shall be effected upon emailing Student at Student’s CAU account or by U. S. Mail to his/her local or permanent address provided by student to CAU. Student is responsible to maintain current permanent and local addresses with the CAU. Notice of Amendment shall be effective thirty (30) days from the date of the emailed or mailed notice. CAU reserves the right to correct clerical errors to this Agreement without notice to Student.

9.0 Miscellaneous

9.1 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.

9.2 Entire Agreement Modification: This Agreement contains all the terms between the parties and may be amended only in writing as provided for in Paragraph 8.0 above.

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

9.4 Non Waiver: No delay or failure to enforce any provision of this Agreement will constitute a waiver or limitation or rights enforceable under this Agreement.
# LAPTOP LOAN PROGRAM (LLP)

## STUDENT LAPTOP AGREEMENT FORM

## STUDENT INFORMATION:

<table>
<thead>
<tr>
<th>Student Full Name</th>
<th>CAU 900 #</th>
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<table>
<thead>
<tr>
<th>Permanent Address</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
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<table>
<thead>
<tr>
<th>Student Home Phone Number</th>
<th>Cell Phone Number</th>
<th>Alternate Number</th>
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<table>
<thead>
<tr>
<th>CAU Email</th>
<th>Alternate Email Address</th>
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**Student Status:**

- [ ] Graduate
- [ ] Undergraduate

**Degree Program:**

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<th>OFFICIAL USE ONLY</th>
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## DESCRIPTION OF LAPTOP

<table>
<thead>
<tr>
<th>Dell Latitude D530</th>
<th>CAU Tag #</th>
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<table>
<thead>
<tr>
<th>Serial Number</th>
<th>Title III Tag #</th>
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| Condition of the Equipment: | [ ] NEW | [ ] USED |

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<th>Comments:</th>
<th></th>
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My signature acknowledges that I have read, understand, and agree to the terms and conditions of this Agreement.

<table>
<thead>
<tr>
<th>Student Signature (Parent/Guardian if Student is less than 18)</th>
<th>Date</th>
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Authorized by (Administrator Name)  

<table>
<thead>
<tr>
<th>Signature</th>
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