

TECHNOLOGY / EQUIPMENT LOAN AGREEMENT

Essex North Shore Agricultural & Technical School District

562 Maple Street, Hathorne, MA 01937

This Technology Equipment Loan Agreement (“Agreement”) is between _____,
 (“User”) and the Essex North Shore Agricultural & Technical School District (ENSATSD or
 “Owner”), and is subject to the terms and conditions below.

I. TERMS AND CONDITIONS

01. **TITLE.** The Essex North Shore Agricultural & Technical School District (“Owner” or
 “ENSATSD”) holds the rights to possess and transfer custody of the equipment during the
 Term of this Agreement to an employee of the ENSATSD or the above-identified User.

02. **CUSTODY.** The above-identified User is a licensee with rights to utilize the ENSATSD’s
 equipment during the term of this Agreement, contingent upon all other terms and
 conditions stated herein.

03. **TERM.** The term of this Agreement shall begin **on the date the agreement is signed**, and
 shall expire on the last school day, unless otherwise noted.

04. GENERAL CONDITIONS FOR USE.

a. ACCEPTABLE USES.

The ENSATSD's technical resources are provided for the benefit of the ENSATSD,
 its employees and its students. These resources are provided for use in the pursuit of
 ENSATSD-related business and are to be reviewed, monitored, and used only in that
 pursuit. Employees may be permitted to use the ENSATSD's technical resources for
 occasional, non-work purposes with permission from the ENSATSD.

b. UNACCEPTABLE USES.

The User may only access the libraries, files, data, programs, and directories that are
 School-related duties. Unauthorized review, duplication, dissemination, removal,
 installation, damage, or alteration of files, passwords, computer systems or
 programs, or other property of the ENSATSD, or improper use of information
 obtained by unauthorized means, is prohibited. Sending, saving, or viewing
 offensive material is also strictly prohibited. Messages stored and/or transmitted by
 the laptop must not contain content that may reasonably be considered offensive to
 any ENSATSD employee. Any use of the Internet or intranet to harass or
 discriminate is unlawful and strictly prohibited by the ENSATSD.

05. GUIDELINES FOR PROPER CARE.

- a. Do not eat or drink while using the equipment;
- b. Do not drop the equipment or allow it to fall;

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- c. Unplug the equipment during electrical storms;
 - d. Give care appropriate for any electrical device;
 - e. Perform regular preventative virus scans on all disks placed in the PC;
 - f. Do not attempt to repair damaged or malfunctioning equipment;
 - g. Do not attempt to upgrade the equipment or software;
 - h. Do not allow children/Students to play on/with the equipment;
 - i. Do not leave equipment unattended or in any unlocked home, office, classroom or car, ect.;
 - j. Do not leave equipment susceptible to extreme heat or coldness.
06. **CONFORMANCE WITH DISTRICT POLICIES.** The User must comply with all provisions of the ENSATSD Internet Use Policy.
07. **PRIVACY.** The User has no right of privacy as to any information or file maintained in or on the ENSATSD's property or transmitted or stored on ENSATSD's equipment. All Users must safeguard the ENSATSD's confidential information from disclosure, in compliance with District policy.
08. **MODIFICATIONS AND UPGRADES.** The equipment cannot be modified or upgraded by the User without the express written consent of the ENSATSD Technology Department.
09. **MAINTENANCE AND REPAIR.** The User shall keep the laptop and all software in good working order and condition. If repairs are necessary, the equipment shall be repaired by the ENSATSD Technology Department.
10. **STOLEN, MISSING or DAMAGED EQUIPMENT.** Any equipment or software that is discovered to be stolen, missing or damaged must be reported IMMEDIATELY. If the theft, loss or damage occurred off ENSATSD property, then the report must be made to the nearest law enforcement agency if criminal activity is suspected. A copy of a police report must be delivered to the ENSATSD Technology Director within 24 hours. If the User is found to have been negligent for the theft, loss or damage by the ENSATSD Technology Director, the User will be assessed the repair or replacement fee of the equipment. The cost of repair shall not exceed \$500 and the cost of replacement shall not exceed \$1200.
11. **TERMINATION.** The ENSATSD may terminate this Agreement without notice.
12. **ENTIRE AGREEMENT.** Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. Each party further agrees that this Agreement is the complete and exclusive statement of the Agreement between the parties,

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and that this Agreement supersedes and merges all prior understandings or agreements. This Agreement may not be modified, unless in writing.

13. **ASSIGNMENT.** The User may not assign, sublease, or otherwise transfer any rights or obligations under this Agreement without the express written approval of the ENSATSD.
14. **RETURN POLICY.** Upon expiration of the term of this Agreement, the User shall return the any equipment and all software to the ENSATSD. The responsible supervisor shall promptly check in all equipment. A Technology Loan Agreement Checklist Form must be completed for the ENSATSD to consider the equipment returned. The user must turn in the equipment by the expiration date in compliance with ENSATSD's Year End Check-Out List. Any further technology loan may be declined for the User until all equipment is properly checked in.
15. **EMPLOYMENT.** When you are no longer employed with the ENSATSD, all equipment must be returned.

I have reviewed the above-stated terms and agree to comply with the terms of the agreement:

(Signature)

(Print Name)

(Date)

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Name: _____ School Year: _____

Equipment Loaned: _____ Asset Tag: _____

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Notes: _____

I have fully reviewed and understand the Essex North Shore Agricultural & Technical School District TECHNOLOGY / EQUIPMENT LOAN AGREEMENT, and therefore agree to comply with the terms of the agreement for the equipment listed above:

(Signature)

(Print Name)

(Date)

Administrator / Designee:

Date:
