



BRYANT UNIVERSITY

Office of Information Services

BRYANT LAPTOP PROGRAM

Class of 2011 Student Agreement

DATE LAPTOP ISSUED: SEPTEMBER 3, 2007

DATE TO RETURN LAPTOP: ON OR BEFORE SEPTEMBER 7, 2009

Bryant University has initiated a program to provide you with the use of a Lenovo ThinkPad® Computer during your matriculation as an undergraduate at the University. This agreement relates to the computer system issued to you as well as any loaner and replacement computer system that may be provided to you between September 3, 2007 and September 7, 2009.

By accepting possession of the computer system, the software, and the related peripherals such as manuals, cables, network card, etc., I hereby agree to the following terms and conditions. I understand that by signing this agreement and initialing where indicated below, I agree to participate in the Bryant Laptop Program and to pay the charges as outlined on my Bryant bill.

I understand that I only have the right to use the computer system for and in connection with my attendance at Bryant University. I understand that I must comply with software license agreements. I shall not sublease, sell, or otherwise grant any individual or business any right or security interest to the computer system or otherwise encumber Bryant University's lease with Lenovo.

Bryant Laptop Program Policies: I acknowledge my responsibility for the computer system at all times during the course of this agreement and therefore understand that I shall not allow any other person to have access to the computer system. I will adhere to all of Bryant's rules and regulations governing the use of this computer system and the Bryant network, as stated in the Bryant University Student Handbook; and Bryant University's Computer Use Policy as defined on the Web page <http://laptop.bryant.edu>, where the rules and regulations are incorporated by reference. This includes but is not limited to refraining from using the computer system to obtain, deliver, or create obscene or ethnic slur messages, pictures, or descriptions or to participate in illegal activities that may violate the University's rules and regulations. I certify that I have read the rules and regulations (initial ____).

I further agree to comply with all applicable copyright and other regulations regarding the software. In the event I use the computer system in a manner unrelated to my attendance at Bryant University or participation in academic programs in violation of this agreement, I agree to defend, indemnify, and hold Bryant University harmless from any and all claims based on or related to the use of the computer system, including liability for property damage and claims of third parties. Illegal activities include the downloading or copying of unauthorized, unlicensed, or pirated software (initial ____).

Software and Data Backup: It is my responsibility to backup all data stored on the computer and to comply with the software licensing of any software I load on to the computer in addition to the Bryant pre-loaded software (initial ____). Information on back-up procedures can be found online at <http://laptop.bryant.edu> (Bryant Laptop Program). In the event of damage or theft, Bryant will provide a loaner or replacement laptop (available from a limited pool of loaner laptops on a first-come, first-served basis) that will include only the Bryant image and the standard pre-loaded Bryant software, if I comply with the Bryant Laptop Program policies and procedures. University staff will not load unauthorized software on the new computer or backup/restore student data.

Repairs: I acknowledge that I am responsible for the cost of any needed repairs not covered by warranty or insurance, up to a \$500 deductible per incident and in excess of the insurance coverage (initial ____). I am responsible for the care and safekeeping of my computer system or loaner computer and any loss or damage to the computer system. The computer system must be kept in good working condition, and if necessary, must be repaired through the Bryant laptop help desk and the laptop service depot. It is my responsibility to check all items received and serviced to be sure everything is functioning. Any concerns or problems must be reported to laptop service depot within 48 hours of receipt (initial ____).

Theft: I acknowledge that in the case of theft I am responsible for the first \$1,000 of the replacement cost of the new computer system (approximately \$2,000). In the case of theft on campus, I am responsible for contacting the Bryant Department of Public Safety immediately upon discovery. The Bryant Department of Public Safety will contact the local police having jurisdiction. In the case of theft off-campus, I am responsible to contact the local police having jurisdiction and then also to report the theft to the Bryant Department of Public Safety. To file an insurance claim, I must obtain and supply to the Lenovo laptop program coordinator a copy of Bryant's Public Safety report (ready for release within 24 hours) and the report from the local police having jurisdiction (both copies must be signed by the student). Allegations of fraudulent claims will be referred to the Rhode Island Attorney General for investigation and possible felony prosecution. Bryant will provide a laptop loaner with the original software configuration if available and if necessary. I understand that Bryant University may assess me a late fee equivalent to the cost of a new computer system (approximately \$2,000) should I fail to return the laptop on or before the above return date without producing a Bryant Public Safety report and a report from the local police having jurisdiction as outlined above (initial ____).

Loaner Laptops: In the case of damage or theft, Bryant will make a loaner laptop available for my use that will be configured with the original software configuration. I understand that I will be responsible for any damage or theft of a system while in my possession and that there is a limited pool of loaner laptops. They are dispersed on a first-come, first-served basis and one may not be available at all times (initial ____).

Return Policies: I agree to return the computer system to Bryant University, in the same condition as on the agreement beginning date, reasonable wear and tear accepted as defined in the Bryant Laptop Program policy on <http://laptop.bryant.edu>. I understand that Bryant University may assess me a late fee of \$25 per day up to the equivalent to the cost of a new computer system (approximately \$2,000) and/or seek criminal prosecution or civil damages if I do not return the computer system on or before the above return date (initial ____). If I withdraw (or am dismissed) from Bryant University, I agree to return the computer system to the Laptop Program coordinator on the date of withdrawal (dismissal) (initial ____).

I authorize Bryant University to charge any liabilities arising under this agreement against my student account at Bryant University (initial ____). I also understand that it is my responsibility to give written notice to the Bryant laptop coordinator if I have an address change or withdraw (or am dismissed) for any reason from Bryant University.

I agree to accept the computer, the software, and related peripherals "as is." In no event shall Bryant University be liable to me or my guardian, personal representative, or heirs for any incidental, special, indirect, or consequential damage of whatever nature arising out of any claim, whether in contract, tort, or otherwise, alleging Bryant University's failure to perform its obligations under this agreement or its breach of any duty, common law or otherwise, owed to me.

TERMS AND CONDITIONS ACCEPTANCE STATEMENT

I (We) have read the program agreement and agree to abide by the terms and conditions herein. Specifically, I (we) acknowledge that the computer is leased by Bryant University from Lenovo and my use of the computer system is subject to Bryant University's lease agreement as outlined in the Bryant Laptop Program student agreement. If I am not enrolled in Bryant University at any time, I must return the computer to Bryant's laptop coordinator in good working condition.

The above is acknowledged and agreed under seal:

Student Signature: _____ Date: _____, 2007

Parent/Guardian Signature: _____ Date: _____, 2007
(required if student is under 18 years of age)

Print Student's Name: _____

Print Parent/Guardian Name: _____
(required if student is under 18 years of age)