



**Contract for renting a laptop/tablet
and borrowing free teaching aids
between**

Vestfold and Telemark county municipality
(org.no. 821 227 062)
and
{ name Student } - { birth number Student }

1. Generally

1.1. Parties

The contract has been entered into between Vestfold and Telemark County Municipality (the county municipality) and the student as tenant. When Vestfold and Telemark County municipalities are divided, this contract will be transferred from Vestfold and Telemark county municipalities to Telemark county municipality or Vestfold county municipality, respectively, based on which county the school you attend belongs to.

In cases where the student is not of legal age, the contract is entered into with the student's guardian as responsible tenant.

By signing, I confirm that I have read the contents of this document and accept the county council's conditions and guidelines for the use and treatment of the student PC/tablet (hereafter referred to as PC) and free teaching aids.

The tenancy between the county council and the student is regulated by the terms of this contract.

This contract is signed digitally here: <https://elevkontrakter.vtfk.no/>

1.2. Property right/Right of use

The equipment/teaching aids covered by this contract are the property of the county council. The student only gets a right of use until the PC is bought out and privatized.

2. Laptop/tablet rental

2.1. The computer equipment and software covered by the contract

The arrangement includes a laptop PC / MACBook with charger and any additional equipment. In the event of damage or loss, the terms of this contract also apply to loan PCs.

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

- office support program (Office365)
- antivirus program
- other software that the school uses in training

2.2. Use of equipment

The student is obliged to

- ensure that the equipment is properly secured against damage and theft (for example, keep it in a separate locked cabinet, transport it in a bag, use a rain cover and take it with you as hand luggage when travelling)
- do not lend the PC to others or leave it unattended
- do not install malicious/illegal or other software
- do not change/copy the software already installed on the PC without special permission from the school
- ensure regular backup
- do not remove markings (type designation, manufacturing number and similar) from the PC
- do not mark the PC yourself in any way, not even with stickers

If a virus/malware is suspected on the PC, the student must contact IT for reinstallation of the PC. If abnormal use of a PC is suspected or detected, IT may require the PC to be handed in for review. If the student does not show up, the user ID will be closed until further notice.

Students does not get administrative rights to the PC until the 3 annual rents have been paid and the PC is privatized after finishing school.

The use is regulated by the Vestfold and Telemark County Council's regulations for upper secondary schools.

2.3. Service and warranty

The student is obliged to deliver the PC to IT technical personnel for necessary upgrading, error correction and service. If the student himself or allows others to tamper with the PC, the consequence will be loss of the warranty. This may trigger an obligation to pay compensation for the student. If necessary, the school will offer the necessary equipment at the student's disposal. The student must report warranty cases continuously, and at the latest by 20 June of the third school year after the contract has been entered into. This also applies to damage to any loaner PC.

2.4. Damage

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

The student must not try to repair damage him/ herself, but must leave this to the school. Maintenance carried out by other than approved service providers means that damage is not covered.

Loss or damage caused by negligence on the part of the student will be charged to the student.

Examples of negligence can be:

- Drinks or other liquids spilled over the PC
- Storage of drinks/liquids in the same bag/bag as the PC
- Improper transport or handling
- Damage to the PC caused when driving a motorized vehicle
- Improper placement at, for example, heights, the floor or on an edge, etc.
- Use in unsuitable places etc. (for example near sand, soil, water, welding equipment or other machines that can damage PCs in workshops and the like)
- Leaving the PC unattended by the student or fellow students.
- Damage to the PC when an object gets squeezed / caught between the screen and the keyboard when the PC is closed.
- Damage due to improper positioning of the PC so that you/others sit on it

In the event of damage, a deductible must be paid. The deductible will vary according to the extent of the damage.

If damage is assessed as negligent, the student must cover the costs themselves.

In the event of negligence on a damaged PC, the student must cover the repair or pay out the residual value of the PC in accordance with the current guidelines for the county council.

2.5. Theft

In the event of theft, the student must immediately report this to the police, and the school must have a copy of the theft report. If a PC is stolen from a locked student locker or room at school without a police report being made, the student will be charged in full because it is then considered negligent.

Theft from private or public places, including the school, must be covered by the student's/guardian's insurance.

2.6. Right to take ownership of the equipment

Generally about taking over the ownership

To take over the ownership for the PC, the student must have paid three years' rent and finished school. The PC is then unlocked so that the student can manage it him/herself. A license for MS Windows is made available, not the Office license. All other software will be deleted.

Exchange student

The student can take the PC with him/her if the student is going to school abroad. In the event of an absence of more than six months, it must be arranged for private use and the student must pay the remaining rental amount. The student then becomes the administrator of the laptop / PC, and can

install programs as needed. When the student returns to school after the end of the exchange, the student must contact the school's IT manager to have the computer ready for school use again.

Change of school

If the student changes school within the public schools in the county municipality, the student must bring the PC to the new school.

If the student changes to a private school or public school in another county, the rental contract with the county council must be terminated either by paying the remaining rent amount in accordance with the right in regulations to section 19-6 of the Education Act or by handing in the PC. The student should personally contact the new school for information on which rules applies.

Interruption of studies

If the student leaves before 1 October of the same autumn as this contract was entered into force, the student does not have the right to take over the PC, and it must be returned to the school. If the student leaves after 1 October and wants to keep the PC, the remaining rental amounts must be paid. If the student leaves after 1 October and does not want to keep the PC, the student pays the rent for the school year which has begun.

Further courses of study, for example building up to general study skills competence.

The student can use the same PC that has been taken over after Vg2 (Videregående skole trinn 2 = High School level 2) in further courses/apprenticeships within Vestfold and Telemark County municipalities.

If the student does not already have a PC, the student can rent a PC from the school for an annual rent and this PC must be returned to the school after completing the course of study. The student must sign a rental contract.

3. Borrowing free teaching aids

This contract applies to the entire school term or for one school year at a time for free learning materials to be delivered at the end of school/interrupted schooling.

As part of the lending scheme, students and parents (if student is less than 18 years old) must sign this contract, which describes the conditions for borrowing and using the school's property. All loans must be registered to the student in the library's lending system.

NOTE - Upon completion of schooling, completion of subjects or interrupted schooling, all learning materials must be returned to the school. Learning materials that are not delivered by the agreed time are considered to have been purchased, and an invoice will be sent to the student/guardian. Actual purchase price will be invoiced.

Use of the equipment:

All teaching aids the student borrows are the property of the school. If the student leaves the school during the school year, all teaching aids must be returned immediately.

The student is obliged:

- to treat the learning materials in a responsible manner so that they are not exposed to unnecessary wear and tear and damage
- not to use a marker, underline text or write notes in borrowed books
- to ensure that barcode/RFID tag or pages are not missing or have water damage, are soiled or otherwise have more than normal wear and tear

In the event of loss, damage or destruction of learning materials, the undersigned has full responsibility for compensation. Claims for compensation are not made even if the learning materials are delivered after the deadline. In special cases, the compensation claims can be waived.

4. Payment and signing

For student PCs, the student must pay an annual rent for three years. The student pays in advance once per school year via the county council's electronic payment solution system. The rent corresponds to the lowest rate for equipment grants from Lånekassen (The Norwegian Authorities loaning bank for the purpose of studies) and is adjusted annually.

In the event of claims for compensation due to failure to return free learning materials or negligence in accordance with the contract, the student will receive an invoice. In the event of non-payment, the student will receive a written reminder with reference to debt collection. The county municipality can transfer the right to collect payment to another party.

For pupils under the age of 18, the guardian who has signed as responsible tenant will be responsible for any claims for non-payment.

Contract for the rental of a laptop/tablet and the loan of learning materials

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

With my signature, I accept the county council's conditions and guidelines for the use and handling of the student PC and conditions and guidelines for the use and handling of borrowed learning materials.

The contract is developed in accordance with the Education Act § 3-1 (9) cf. regulations to the Education Act section 19-6.

Section 19-6. The county municipality's financial responsibility for expenditure on teaching materials and equipment reads:

"From 1 August 2007, school owners must provide students at High School level 2 with the necessary printed and digital teaching aids and digital equipment. From 1 August 2008, the responsibility applies to students at further stage 3 and from 1 August 2009, the responsibility applies to students at further stage 1.

If the school owner organizes the training in a way that requires the students to have a laptop computer, the school can demand an annual contribution from the student to cover part of the cost of the PC. The property cannot be set higher than the lowest grant rate in the annual non-needs-tested equipment grant. After completing high school, the student must keep the PC.

Students which does not complete the training will be offered to buy the PC. The total payment cannot exceed three times the lowest grant rate in the annual non-needs-tested equipment grant calculated at the time of interruption."

The rules of the Purchase Act are waived by contract, see section 3.

Section 3 reads: *"The provisions of the Act does not apply to the extent that otherwise follows from the contract, established practice between the parties, or trade usage or other customs/habits that must be considered binding between the parties."*

The venue for disputes relating to this contract is Nedre Telemark district court (Lower Telemark district Court).

Vestfold and Telemark County Municipality

Place and date: Skien August 2023



Helge Galdal
Director of Education and Public Health

Student and guardian

Place and date	Under 18 years of age – responsible guardian's signature:
Student's name (in capital letters)	Guardian's name (in capital letters)
Student's signature	Guardian's signature