



**Vestfold og Telemark**  
FYLKESKOMMUNE

# **Contract for borrowing of a laptop/tablet and borrowing of free learning materials 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 borrowing student. 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 borrower.

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 agreement of borrowing 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/>

## **2. Borrowing og laptop/tablet**

### **2.1 The computer equipment**

#### **Property right/Right of use**

The computer equipment covered by this contract is the property of the county council. The student only gets a right to use the computer equipment during the period of loaning.

#### **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 new lending PCs.

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

- Office support program (Office365)



- Antivirusprogram
- Other software the school uses in the training

For MACBook, there may be deviating software.

## **2.1 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

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

## **2.2 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.

### **2.3 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.

## **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



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- 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. Signatures

### Contract for borrowing of a PC and borrowing 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 free learning materials.

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.

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