

**Winona State University**  
**STUDENT LAPTOP AGREEMENT**  
**2009-2010 Academic Year**

This agreement is made between Winona State University (WSU) and the Student (Student).

**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 WSU licenses software. This Agreement supersedes all prior WSU/Student Laptop Agreements.

**TERMS**

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

**1.0 Description of Equipment**

WSU agrees to provide Student with a fully configured PC or Macintosh Laptop Computer as defined on the WSU website (<http://www.winona.edu/its/laptop/>)

**2.0 Term**

As long as student has possession of a WSU laptop, they are bound by the terms of this agreement.

**3.0 Consideration**

3.1 Student agrees to pay a WSU e-Warrior: Digital Life & Learning (DLL) Program semester fee based upon the laptop model selected.

3.1.1 Toshiba M700 - \$500

3.1.2 MacBook 2.4 - \$500

3.1.3 Toshiba R10 - \$485

3.1.4 MacBook 2.0 - \$485

3.2 Student is billed on a semester basis. All payments are due at the time and manner as tuition and fees, as published in the WSU Catalog and/or website ([www.winona.edu/billing](http://www.winona.edu/billing)).

**4.0 Laptop Use and Alterations**

4.1 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 WSU. Prohibited alterations include, but are not limited to, the additional memory or input/output (I/O) devices. Should additions or improvements be made to the Laptop, such amenities will become the property of WSU. Should WSU elect to remove these additions, alterations, or improvements, WSU reserves the right to charge the Student a fee for the cost of restoring the Laptop to its original configuration and condition.

4.2 WSU is not responsible for maintenance of or providing technical assistance for any applications or hardware not listed in the official WSU DLL Program website referenced in paragraph 1 above..

4.3 Student shall not remove or alter any State of Minnesota, WSU, and/or WSU's Service Provider's identification labels that are attached to or displayed on the Laptop and associated peripherals.

**5.0 Lost, Stolen and Damaged Laptops**

5.1 Student shall take reasonable and prudent care to maintain the Laptop and assorted components in a safe and secure manner. Student is responsible for the entire replacement cost of a Laptop and/or components that are lost.

- 5.2 In the event that the laptop is stolen, Student is responsible to provide an official police report to Winona State within two business days of the incident. In addition, a fee of five hundred dollars (\$500) will be charged to the student's account.
- 5.3 In the event that the laptop is damaged, the student is responsible for the repair cost, not to exceed five hundred dollars (\$500).

#### **6.0 Assignment and Compliance with Applicable Law and Policy**

- 6.1 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.
- 6.2 Student agrees to use the Laptop only in connection with his/her attendance at WSU.
- 6.3 Student agrees to comply with and adhere to Minnesota State Colleges and Universities (MnSCU) Board Policies and WSU's regulations and policies governing the use of the Laptop and components.
- 6.4 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.

#### **7.0 Indemnity**

- 7.1 Students are responsible for the content of his/her personal use on WSU system information technology and the liability resulting from that use.
- 7.2 WSU and MnSCU are 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. WSU and MnSCU are not responsible for unauthorized use of his/her resources and security of data transmitted on their information technology resources cannot be guaranteed. Student shall indemnify WSU and MnSCU for any injuries, damages or losses incurred due to the intentional or negligent acts of Student. The obligation of indemnification to WSU survives the term of this Agreement.

#### **8.0 Termination and Return of Equipment**

- 8.1 The following events terminate a student's right to retain a WSU laptop:
  - 8.1.1 Student's graduation;
  - 8.1.2 Student's withdrawal/transfer from WSU or failure to maintain active Student status;
  - 8.1.3 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;
  - 8.1.4 Student's failure to pay all amounts as set forth in Sections 3.1 and 3.2 above. WSU reserves the right to terminate Student's access to all DLL Program services and WSU network account access upon payment default.
- 8.2 Student agrees at the end of the term of this Agreement to deliver the Laptop and all components to Winona State within five (5) business days.
- 8.3 In the event that Student fails to return the Laptop within five (5) business days of his/her withdrawal/transfer or graduation from WSU, WSU, at its discretion, reserves the right to charge the student semester fees or replacement cost of the laptop, whichever is greater. WSU also reserves the right to terminate access to the WSU network.

**NOTICE: The University may seek criminal charges for conversion of state property.**

## **9.0 Withdrawal/Transfer from WSU**

9.1 Upon Student's withdrawal/transfer from WSU and timely return of the Laptop and components as set forth in

Section 8.1 above, the WSU refund policy will be followed, (<http://www.winona.edu/billing/RefundPolicy.htm>).

9.2 Nothing in this Agreement is intended to abrogate WSU's right to collection for previous semester(s) outstanding fees owed or collection of loss or damages as described in Paragraph 3.0, sections 3.1 and 3.2 and Paragraph 6.0, Sections 6.1 through 6.3 herein. Refund will be based on the date the TSC (Somsen 207) received the Laptop.

## **10.0 Laptop Ownership**

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.

## **11.0 Amendment and Notice**

WSU 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 WSU Webmail account or by U. S. Mail to his/her local or permanent address provided by Student to WSU-TSC in the "WSU Technology Package Application." Student is responsible to maintain current permanent and local addresses with the TSC. Notice of Amendment shall be effective thirty (30) days from the date of the emailed or mailed notice. WSU reserves the right to correct clerical errors to this Agreement without notice to Student.

## **12.0 Miscellaneous**

12.1 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.

12.2 Entire Agreement Modification: This Agreement contains all the terms between the parties and may be amended only in writing as provided for in Paragraph 13.0 above.

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

12.4 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.