Nur Zwecks Verständnis, die Unterschrift muss auf der deutschen Version erfolgen.

BOCHOLT

Usage Agreement

concerning the provision of mobile, municipal end devices for school pupils
at municipal schools

The following is hereby agreed between

Municipality of Bocholt, Kaiser-Wilhelm-Strasse 52-58, 46395 Bocholt, represented by the Mayor

*(hereinafter "**Municipality**")*

and

Mr/Ms//Pupil _____

*(hereinafter "**User**").*

1. The Municipality shall provide the following device:
   Device (with serial number) and accessories:_____

   *(hereinafter "**Device**")*

2. The devices shall be provided for use for school requirements/school teaching.
3. The setting up, installation and integration into the school WIFI system as well as the initial commissioning of the device will be carried out by the Municipality. The further maintenance and care, also including software updates etc., will be carried out by the Municipality using centrally administered management software, or directly by the User in individual cases.
4. Outside of the school WIFI system, further public or private networks can be added by the User himself/herself.
5. The device shall remain the property of the Municipality for the entire period of use. Upon leaving the municipal schools, the User's authorisation to use shall end. This authorisation shall be valid for a maximum of 4 years. Upon ending of the period of use, the User shall return the device to the Municipality.

6. The User

   a. shall exercise care commensurate with its economic value when handling the device,
   b. shall bear the costs incurred through use himself/herself, e.g. for the printout of documents at the home workplace, (private) printer, energy costs as well as other possible additional costs such as apps, software products, mobile telecommunication contracts etc.,
   c. shall consent to central device management by the Municipality (Mobile Device Management),

e. shall, for reasons of data security, undertake to keep the device as well as possible applications up to date and to carry out regular updates. In the event of suspected infection of the device with malicious software, the school must be informed immediately, and further use refrained from until approved,

f. shall inform the Municipality (IT Department) immediately in the event of technical defects, damage to or loss of the device, and consult concerning the next steps. The User shall not himself/herself independently arrange repair of the device with the involvement of third-party services. The User shall bear an excess for the repair/restoration/replacement costs of up to 150 € for each case of damage to/loss of the device. In the event of loss of the device, the User shall be liable in the amount of the market value of the device. The devices are not insured via the lender. Responsibility for taking out insurance lies with the borrower. No entitlement exists to replacement or repair,

g. undertakes to protect the device and the related applications against access by third parties,

h. shall keep user identifications and passwords secret and shall not make these accessible to third parties,

i. shall not remove the manufacturer's restrictions of use from the devices, and shall not install or enable any applications or functions not permitted by the manufacturer (e.g. "Jailbreak", "Rooting"),

j. shall be responsible himself/herself for the integration of the mobile end device into home or public networks (WIFI systems),

k. shall indemnify the Municipality against third-party claims based on unlawful use of the device and of WIFI installed.

7. The Municipality is not the Controller within the meaning of the data protection law. The processing of personal data of the device is the responsibility of the responsible school or of the User.

8. The Municipality shall not ensure support for private software. The Municipality shall assume no liability for the local data stored on the device for "private" or official purposes. Upon return of the device, data thereon and any privately acquired software/apps shall be erased finally.

9. The information on data processing (document entitled Data Protection Information) is available at https://www.bocholt.de/schulsupport/mobile-endgeraete/.

10. Should individual provisions of this Usage Agreement be or become ineffective, the effectiveness of these terms and conditions of use as a whole shall remain unaffected. The parties to the Usage Agreement are obliged to replace the ineffective provisions with an effective provision whose economic and legal content corresponds as closely as possible to the ineffective provision (severability clause). Amendments or extensions to the present agreement shall only be effective if made in writing. This shall also apply to the amendment or cancellation of the requirement of the written form.

May 2021 (signature) _____   _____

Date, signature Municipality of Bocholt   Date, signature User.
                                                     With minors the legal representative