

**This is a translation of document No. 4-1.6/AT/48, 23.08.2017**

### **Terms of Free Use (Borrowing) of a Laptop:**

Based on the directive of the rector of the University of Tartu on September 3, 2015, No.35 and amended by directive No. 58 on December 19, 2016, article 16 of the Statute of the Institute of Computer Science.

I establish the conditions of providing laptops for free use (hereinafter: borrowing or right of use) to the students of the Institute of Computer Science (hereinafter: borrower) for study-related purposes.

1. The borrowed laptop belongs to the University of Tartu (hereinafter: university).
2. The university hands the laptop to the borrower based on the transfer-acceptance deed (hereinafter: the deed), in which will be noted:
  - 2.1. date of the drafting of the deed;
  - 2.2. the name, personal identification number or date of birth, and number of the identification document of the laptop borrower;
  - 2.3. the model and brand of the laptop;
  - 2.4. the serial number or fixed or small asset code of the laptop;
  - 2.5. the agreed value of the laptop;
  - 2.6. the usage deadline of the laptop.
3. The university may prepare one (combined) deed for the laptops that are borrowed on the same date. The deed is prepared in one original copy and is in the possession of the university. The deed is signed by the borrowers and the Head of the Institute of Computer Science.
4. The university hands the laptop with the initial software set. The software license of the initial software package belongs to the university. The date of the handover of the laptop is considered to be the date of the drafting of the deed and the borrower's signature on the deed confirms that the laptop has been received.
5. By signing the deed, the borrower confirms that they are obligated to:
  - 5.1. ensure the preservation and maintenance of the laptop;

5.2. compensate in full according to the agreed value of the laptop stated in the deed, the loss caused to the university due to their action or inaction in the case of loss or destruction of the laptop;

5.3. to compensate the costs incurred to eliminate damage, if the damage has occurred through the borrower's fault (moisture, physical damage, loss of details);

5.4. not to make changes to the hardware configuration of the laptop;

5.5. not to download and not to store or distribute illegally obtained software on the laptop;

5.6. in case of hardware failure, return the laptop and inform the university about the occurrence of the failure;

5.7. return the laptop to the university by the date of termination/termination/cancellation of the free use in a condition consistent with intended use;

5.8. submit the laptop for review at the university's request within three working days' notice;

5.9. not to give the laptop out of your possession, except for repairs;

5.10. ensure that the information label of the IT Academy program remains on the laptop in connection to the borrowed laptop having been purchased with the support of the IT Academy program.

6. The university has the right to unilaterally cancel the laptop free-use agreement if the borrower uses the laptop belonging to the university contrary to the purpose of the laptop or these terms and conditions.

7. In case the borrower is exmatriculated or if the borrower leaves for academic leave, the right to use the laptop free of charge ends, and the borrower must return the laptop to the university on the date of registration of the corresponding verdict in the document management information system.

8. If the borrower does not return the laptop within 10 (ten) calendar days of the end of the right of use or the registration date of the verdict marked in point 7, the university has the right to demand compensation for the value of the laptop in the amount stated in the deed.

9. The conditions of the right of use are changed by written agreement between the university and the borrower.

10. Disputes arising from the right of use shall be resolved by an agreement between the university and the borrower, in the event of failure to reach an agreement, the dispute will be resolved as provided in the legislation of the Republic of Estonia in court.

11. The ordinance will be made available on the website of the Institute of Computer Science.

/signed digitally/

Jack Vilo

Head of LTAT, professor

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For information: LTAT staff and students