

**Agreement pertaining to the loan of a mobile terminal for school pupils**

Between

Stadt Braunschweig  
Fachbereich Schule  
Bohlweg 52  
38100 Braunschweig

represented by

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name and address of the school

- hereinafter the Lender -

a n d

\_\_\_\_\_  
\_\_\_\_\_

Name and address of the pupil

\_\_\_\_\_

School and year/class

represented by: \_\_\_\_\_  
Name of the legal representative

- hereinafter the Borrower -

the following agreement is being entered into:

**§ 1**  
**Object of the agreement**

(1) The Lender places the mobile terminal, which is described in greater detail hereafter, and any accessories supplied with it (hereinafter: the Loaned Item) at the disposal of the Borrower in the \_\_\_\_\_ school year:

<b>Mobile terminal:</b>	
Type:	
Serial number:	
Loan number assigned by the lender, if any:	
Accessories:	
Comments:	

- (2) The total value of the Loaned Item mentioned in Paragraph 1 is \_\_\_\_\_ Euros.
- (3) The Borrower is not permitted to make any irreversible technical modifications to the Loaned Item.
- (4) The Loaned Item is in the condition shown in the "Appendix: pre-existing damage".

**§ 2**  
**Term of the loan**

- (1) The term of the loan begins when the Lender hands over the Loaned Item on \_\_\_\_\_ and ends:  
 On \_\_\_\_\_  
 On the last school day of the school year for which the Lending Agreement was entered into pursuant to § 1 Paragraph 1.
- (2) Should the Borrower leave the abovementioned school before the end of the term of the loan set forth in Paragraph 1, the term of the loan shall come to an end when the Borrower's last day at this school does so.
- (3) Once the term of the loan has ended the Borrower is to return the Loaned Item without delay, in proper condition.

**§ 3**  
**Intended purpose of the Loaned Item**

- (1) The Loaned Item is placed at the disposal of the Borrower for the purposes of lesson preparation, for use during lessons and in other study environments.
- (2) Using the Loaned Item for private purposes is not permitted.
- (3) The parent(s) or guardian(s) are responsible for ensuring that the Loaned Item is used for the purpose for which it is intended.

**§ 4**  
**[Centralised] device management**

- (1) The Borrower may only install apps and any other software with the permission of the Lender.
- (2) The Lender reserves the right to install centrally handled updates to the mobile terminal's software at any time, for example in order to close up security loopholes.

*[(3) The mobile terminal will be administered in a centralised way using mobile device management software. Using this software, the Lender will monitor the mobile devices and manage operations carried out on them. Via mobile device management software, the Lender reserves the right to administer mobile terminals in the following ways:*

- *Resetting the unlock code*
- *Device locking (activating the unlock code)*
- *Erasing company data*
- *Resetting the device to factory settings*
- *Sending messages to the device*
- *Setting up profiles in order to ascertain whether updates or data security intervention are needed, or whether there has been an infringement on the part of the Borrower, for example involving the unauthorised lifting of existing user restrictions*
- *Transferring data from various predetermined Apps to the devices, where the Borrower has granted prior consent for the transfer of data.]*

*[(4) Mobile device management serves, among others, to guarantee data security and confidentiality, for example in the event of the device getting lost. The Lender may not under any circumstances be held liable for erased data.]*

*[(5) The Lender is required to manage the Borrower's personal data in order to set up the mobile terminal and activate mobile device management of it. The consent of the Borrower to the processing of their personal data pursuant to Article 7 of the GDPR (the General Data Protection Regulation in force in the European Union), or in cases where the Borrower is under 16 years of age the consent of the parents or guardians, is granted in an express declaration which is appended to this Agreement. The declaration of consent is, in particular, in line with the transparency and disclosure obligations pursuant to Articles 13 and 14 of the GDPR.]*

## **§ 5**

### **Obligations of the Borrower as regards conduct**

(1) The Borrower shall refrain from any use of the Loaned Item which is clearly liable to harm the interests or public image of the Lender or the school, to compromise the security of the IT systems or to contravene laws in force – including those that apply within the school. In particular, the Borrower must not use the Loaned Item to access, save or distribute content that contravenes privacy law, data protection law, copyright law or criminal law. Regardless of legal permissibility, when using the Loaned Item the Borrower is forbidden from wilfully or knowingly accessing, saving or distributing content that is anti-constitutional, racist, pornographic or that glorifies violence.

(2) The Borrower must not modify or circumvent the security measures put in place by the system administrators.

(3) Connecting the loaned mobile terminal directly to other devices for data transfer purposes is only permitted where the data sources and connection are trustworthy and secure. [The Borrower is obliged to turn off switches for short-range wireless data transfer between terminals, like Bluetooth or Wi-Fi, without delay whenever they are not in use.]

(4) Where there is reason to suspect that a mobile terminal or computer program has fallen victim to malware, the Borrower is to notify the Lender without delay. Where a malware attack is suspected, the mobile terminal is to not be used again until the Lender releases it for further use.

(5) The Borrower must be in a position to give out information on the whereabouts of the Loaned Item at any time, and to show the Loaned Item to the Lender at any time. The Borrower shall ensure that they handle the Loaned Item with care.

## **§ 6 Data storage**

(1) Storing data on the mobile terminal should be avoided as much as possible, so that it does not get lost if the device undergoes repairs or gets lost. The Lender accepts no responsibility for loss of data, including that due to defects or caused by inappropriate handling.

(2) Online storage may be considered as a solution, where applicable on school servers, for example using the Lower Saxony Education Cloud [*Niedersächsischer BildungscLOUD (NBC)*]. The school will issue a recommendation to this effect.

## **§ 7 Responsibility of the Borrower**

The Borrower is responsible for the safe and lawful use of the Loaned Item placed at their disposal, to the extent of their influence over it. Particularly when using apps on the mobile terminal, the Borrower is responsible for ensuring lawful use, especially with regard to data protection legislation.

## **§ 8 Safekeeping of mobile terminals**

(1) The Loaned Item is to be kept in a safe place, to prevent unauthorized use by third parties.

(2) Where in an exceptional case there is a need to leave the Loaned Item unattended in a place that other people can access, or in a locked vehicle, it must not be placed where it can be easily seen.

[(3) The mobile terminal is to be kept in the protective case that it is supplied in, from which it must not be removed. The protective case buffers minor knocks and impacts.]

## **§ 9 Security of the device in case of use in a public place**

Should the Loaned Item be used for more than a short time in a public place, where possible it shall be secured by means of a lock. This can be done, for example, using a Kensington lock.

## **§ 10 Securing of mobile terminals**

(1) Where this has not already been done in a centralised way by the administrators, the Borrower shall protect the mobile terminal with a five-figure unlock code and configure it in such a way that it locks automatically after 15 minutes (at the most) of user input inactivity, and can only be unlocked by entering the unlock code.

(2) When setting an unlock code, users are to take care not to use sequences of digits that are easy to guess (ex: "1234").

(3) If the unlock code is ever noted down in writing, it is to be sealed and kept apart from the mobile terminal.

## **§ 11 Special security measures**

(1) The Lender reserves the right to analyse the data saved on the loaned mobile terminal by automated technological means (ex. virus scanner), in order to maintain data security and protect the IT systems.

(2) The Lender may use a filter for the purposes of screening out particular online content that is illegal, anti-constitutional, racist, pornographic or that glorifies violence. Using this content filter, the content of websites loaded through the browser containing particular words, phrases, images or links that indicate such content will be automatically filtered out and, where applicable, access to the content via the mobile terminal will be blocked.

(3) Any assessment of the data collected through analysis or monitoring of the mobile terminal for the purposes of checking attendance, performance or behaviour is not permitted under any circumstances.

**§ 12**  
**Liability of the Borrower**

The Loaned Item is to be returned in the condition set out in the Agreement. The Borrower is liable for any damage, pursuant to legal provisions. The Borrower is not entitled to a replacement device, nor to repair work.

**§ 13**  
**Passing on of the Loaned Item**

- (1) The Loaned Item must not – even for a short time – be passed on to third parties.
- (2) By way of exception, it is permitted to pass on the Loaned Item if it is not allowed to be brought into a building or room, whereby storage supervised by a third party is arranged. Before being handed over, the Loaned Item must always be switched off.
- (3) It is permitted to pass on the Loaned Item briefly to other pupils or teaching staff, where there is a need to do so for study purposes.

**§ 14**  
**What to do in case of loss or theft**

- (1) Should the mobile terminal or memory card placed at the Borrower's disposal by the Lender get lost, the Borrower is to notify the school and Lender without delay. The same applies if and when the device is found.
- (2) Should the Loaned Item get stolen, the Borrower must report the offence to the police without delay, and show the crime report or a copy thereof to the Lender without delay.
- (3) If the loaned device cannot be retrieved, the Borrower is to pay the cost of the damages arising therefrom, pursuant to legal provisions.

**[§ 15]**  
**Insurance**

- (1) To secure cover against loss, theft or necessary repair work in respect of the mobile terminal, for example in case of damage to the screen, the Borrower may take out insurance on an autonomous basis. The Borrower shall bear the insurance costs.*
- (2) It is advisable to approach your third-party liability or house contents insurance company in advance. It may be that suitable cover is already included in your existing insurance policy, or that it can be added on.*

**§ 16**  
**Miscellaneous**

- (1) Should individual clauses of this Agreement be invalid, this does not affect the validity of the remaining clauses. The partners bound by the agreement are obliged to interpret the remaining clauses in good faith, in such a way that in spite of the clauses that are null and void, the aim is achieved to the greatest extent possible. Should interpretation prove impossible, or impossible to agree on, the parties to the agreement are to do their utmost to reach additional agreements.
- (2) Tacit, verbal or written side agreements have not been entered into. Amendments, additions or side agreements are only valid if they have been agreed in writing between the parties to the agreement. This also applies to any modification of this requirement for agreement in writing.

*[place], \_\_\_\_\_ [date]*

\_\_\_\_\_  
Borrower (school pupil)

\_\_\_\_\_  
Parent or guardian

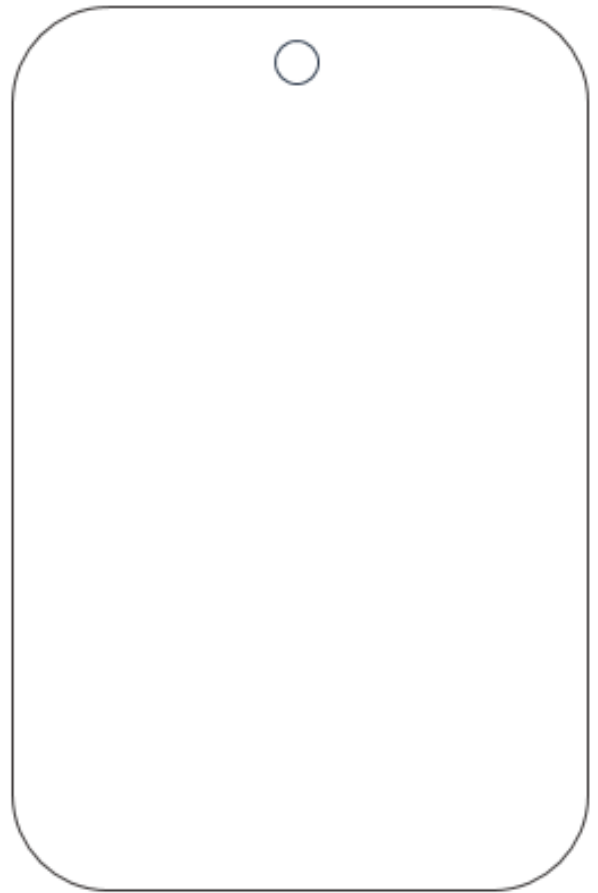
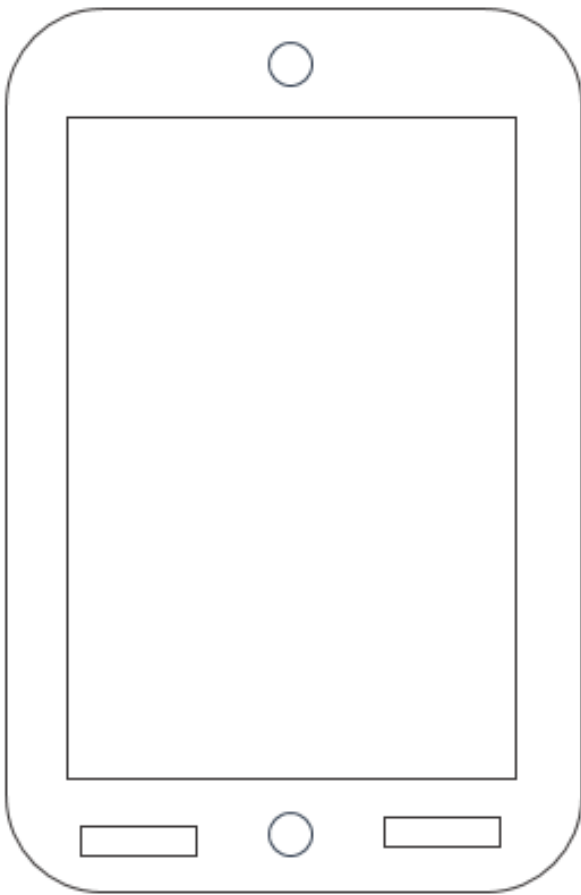
\_\_\_\_\_  
For the Lender: Head of School

(with stamp)

**Appendix: pre-existing damage**

The mobile terminals listed in § 1 Para. 1 of the Lending Agreement and any accessories supplied with it show the following pre-existing damage:

Serial number of the device: *(where necessary, please amend the diagram)*



Description:

---

---

---

---

---

---

---

---