

Information Technology Services Technology-Enriched Learning Environment (TELE) STUDENT LEARNING TOOL AGREEMENT (SLTA) FOR LAPTOP TELE MODEL STUDENTS

BETWEEN: UNIVERSITY OF ONTARIO INSTITUTE OF TECHNOLOGY (the “Institution”) AND (the “Student”)

STUDENT INFORMATION	First name	Family name	Student ID#
	Street address	Apt./Suite #	City
	Province	Postal code	Phone number
	Institution	Program	Year
	Email	Faculty	

Whereas the Institution has acquired learning tool(s) with software and components for the Institution’s program in which the student is enrolled (the “Program”); and Whereas the Institution is prepared to lend learning tool(s), including certain software and components which are described in LEARNING TOOL SIGN OUT, to the Student in accordance with the terms and conditions herein.

Terms & Conditions

Please read this contract carefully.

The parties (Institution and Student, as identified above) agree as follows:

1. **Learning tool loan** – The Student acknowledges that the learning tool(s) is the property of the Institution and is loaned to the Student subject to the terms and conditions of this Agreement.
2. **Technology-Enriched Learning fee** – The Student shall pay (in full) a non-transferable Technology-Enriched Learning fee as identified for the Program. The Technology-Enriched Learning fee must be paid prior to receipt of the learning tool(s) and/or prior to the renewal of the learning tool(s). Partial refunds of the Technology-Enriched Learning fee are available in the event that the Student withdraws from the Institution and/or Program by returning the learning tool to the IT Service Desk and by dates specified in the [Important Dates](#) section within each faculty. The student acknowledges that:
 - a) The Technology-Enriched Learning fee covers one academic year (or in the case of part-time or semester students, covers one academic semester) of the Program. Subject to the refund schedule referred to above, the Technology-Enriched Learning fee shall be paid by the Student regardless of whether the Student completes the Program (including in circumstances where the Student is required to return the learning tool(s) immediately upon withdrawal from the Program).
 - b) The Technology-Enriched Learning fee payment must be made prior to learning tool(s) pick up. Payments require five business days to transact and be credited to the Student’s account. Please visit [payment options](#) for complete information.
 - c) Students continuing as full-time status in both the fall and winter semester, who plan to return to the Institution full-time the following academic year; are eligible to retain the learning tool(s) over the summer semester. Students not returning to the Institution on a full-time basis during the following academic year must return the learning tool(s) on or before the date specified in **LEARNING TOOL SIGNOUT**.
3. **Software/Hardware refresh** – The Student shall follow the software/hardware refresh directives as posted to the following ITSC website: itsc.uoit.ca and return the learning tool(s) to the Institution for an annual (or more frequent, if requested) software/hardware refresh. If the Student fails to do so, late fees may be applied to the Student’s account.
4. **Learning tool purchase for graduating students** – The Student may be eligible to purchase the learning tool(s) in his or her graduating year; please refer to the following ITSC website itsc.uoit.ca for further details. No learning tool(s) purchase by Student shall be effective until (i) **LEARNING TOOL RETURN** has been completed; and (ii) **the LEARNING TOOL TRANSFER AGREEMENT** is signed (on or before the date specified in **LEARNING TOOL SIGNOUT**) and (iii) the purchase fee, if any, is paid by Student to Institution.
5. **Learning tool damage** – In the event of damage to the learning tool(s), subject to paragraph 6 below, the Student shall be financially responsible for the assessed cost of repair. After assessing the circumstances, the Institution may, in its sole discretion, elect to discount or waive the Student’s financial responsibility for repair on a particular damage event. To the extent that damage to the learning tool(s) is covered by manufacturer warranty, repairs shall be completed without charge to the Student.
6. **Deductible** – In the event that the assessed cost of the damage to the learning tool(s) is equal to or exceeds the amount of \$350, the Student shall be responsible for payment of the first \$350 (the “deductible”), and the Institution will be responsible for payment of the amount in excess of \$350. In the event of loss or theft of the learning tool(s) the student shall be responsible for payment in the amount of either (a) the full replacement value of the learning tool(s), or (b) the deductible, as applicable. Please note that only one deductible claim per Student is allowed. All subsequent loss, theft, or damage will be the financial responsibility of the student, up to and including the full replacement cost of the learning tool(s) which will be assessed at the time of each occurrence. The Institution reserves the right to adjust the rate of the deductible from time to time.
7. **Late/Replacement fee** – The learning tool(s) must be returned to the Institution on or before the date written in the **LEARNING TOOL SIGNOUT**. In the event that the learning tool(s) is returned after the due date, the Student will be required to pay a \$25 daily late fee up to five (5) business days. The Student acknowledges that failing to return the learning tool(s) on time may cause the Institution to incur significant administrative costs. In the event that the learning tool(s) is not returned to the University within thirty (30) days of the return date stated in the **LEARNING TOOL**

SIGNOUT, the Student may be charged the fair market value of the equipment and a reasonable administrative fee related to its procurement, up to \$1000. Ontario Tech also reserves the right to pursue any other remedy at law or in equity relating to the lost or unreturned learning tool(s).

8. **Condition & repair** – The learning tool(s) shall be returned in the same condition as it was received by the Student, reasonable wear and tear excepted. Reasonable wear and tear would include friction wear areas and very small abrasions (except on the display screen). The Student agrees that sticker(s) must be removed and the learning tool(s) cleaned before returning. For clarification or assessment, please bring the learning tool(s) to the IT Service Desk. The Student agrees not to alter, disassemble or attempt to repair the learning tool(s) (or its components). The Student shall return the learning tool(s) to the IT Service Desk for any and all necessary repairs.
9. **Learning tool use** – The Student agrees to use the learning tool(s) only in connection with its Program for educational, administrative and other lawful purposes. The Student agrees not to sell, lease or otherwise dispose of the learning tool(s). The Student agrees not to transfer or give the learning tool(s) to any other person for any reason. The Student agrees not to copy or allow anyone to copy the software provided with the learning tool(s). The Student agrees not to export/use the learning tool(s) outside of Canada. The Student agrees not to use the learning tool(s) for any illegal or improper purpose, including without limitation the acts of transmitting illegal, obscene, threatening, libelous, harassing, offensive or otherwise inappropriate messages and transmitting, accessing or storing unlawful or inappropriate content. Please email ask.it@uoit.ca for more information on the use of the learning tool(s) outside of Canada.
10. **Requested return** – In the event that the Student breaches this agreement (in the sole discretion of the Institution) the learning tool(s) shall be returned immediately upon request of the Institution. In the event a student withdraws from a Program, or is subject to a suspension or dismissal, the learning tool(s) must be returned on the effective date of the withdrawal, suspension, or dismissal as the case may be. A delay in returning the learning tool(s) will result in late fees as outlined in paragraph 7 above.
11. **Theft or loss** – If the learning tool(s) is stolen or lost, the Student agrees to immediately report the theft or loss to the nearest Police Station to where the theft/loss occurred and file a police report. The Student shall obtain a police report number, division number, constable’s name and badge number, and submit the information to both Campus Security and the IT Service Desk. Please note that a replacement learning tool(s) will not be issued until all applicable fees have been paid by the Student (subject to the deductible described in section 6 above). After assessing the circumstances, the Institution may, in its sole discretion, elect to discount or waive the Student’s financial responsibility for theft or loss.
12. **Liability & indemnification** – The Student shall use due care to ensure that the learning tool(s) is not stolen, damaged, or lost and that no rights, including, without limitation, any copyright in software used in the learning tool(s), are infringed. The Student shall be solely responsible for any damage to or loss of property or infringement of rights (including, without limitation, third party claims) caused by, or related to, the Student’s use of the learning tool(s), the use of the learning tool(s) by anyone else with the knowledge or consent of the Student, or the breach of any term or condition of this Agreement; and shall indemnify the Institution, its directors, officers, employees and agents from and against all such claims, liabilities and demands.
13. **Withholding records** – The Student expressly acknowledges that the Institution shall be entitled to withhold marks, transcripts, or degree until such time that the learning tool(s) is returned to the Institution in accordance with this Agreement and/or upon payment of all amounts payable as applicable herein. Further, failure to comply with the terms and conditions of this Agreement may be noted on the Student’s academic record.
14. **Written notice** – The Student agrees to abide by any written directives issued by the Institution, from time to time, governing the use of the learning tool(s).
15. **Change of address** – The Student agrees to provide the Registrar’s Office of the Institution, written notice of any change in the Student’s address and/or phone number immediately.
16. **Agreement transfer** – The Student shall not assign or transfer this Agreement.
17. **LEARNING TOOL SIGNOUT, LEARNING TOOL RETURN, LEARNING TOOL TRANSFER AGREEMENT, LEARNING TOOL EXTENSION AGREEMENT** forms are part of this Agreement.
18. **Technology Use Policy** – The Student acknowledges that the Technology Use Policy of the Institution applies to the use of the learning tool(s) hereunder and agrees to be bound by the terms of the Policy which can be accessed at itsc.uoit.ca/resources/policies.
19. **Termination** – The Institution may terminate this Agreement, including the right to use the learning tool(s), without incurring liability, (i) immediately for cause if the Student breaches this Agreement or (ii) for convenience by providing three (3) months’ prior written notice to Student which shall take effect no earlier than the end of the current academic semester, as defined by the current Undergraduate Academic Calendar, in which notice is provided.
20. **Changes & amendments** – Changes and/or amendments to these terms & conditions shall be communicated to the Student by email and will be available on the ITSC website itsc.uoit.ca for no less than 30 days. The Student is encouraged to regularly monitor the ITSC website for notices of changes and/or amendments.

SIGNATURES	I, the undersigned, have read, understood, and agree to the Terms and Conditions set out above and on the reverse:			
	Student signature		Driver’s license # (or alternate acceptable ID)	Date of signature
	Student’s guardian must complete this section if the student is less than 18 years of age upon the date of signature.			
	Guardian’s first name		Last name	Phone number
	Street address		City	Province
				Postal code
	Guardian’s signature		Date of signature (MM/DD/YYYY)	
Technology-Enriched Learning staff name		Date		