

Contract of loan for use regarding the loan of a mobile device for pupils

between

the district/city/municipality/region of Hanover

Address

represented by

- hereafter the Lender -

a n d

Name and address of the pupil

School and year group/class

represented by: _____

Name of the legal representative

- hereafter the Borrower -

The parties hereby enter into the following contract:

Section 1
Subject matter of the contract

(1) The Lender shall provide the Borrower with the mobile device and any accessories (the "object on loan"), described in more detail below, for the school year_____.

Mobile device:	
Type description:	
Serial no.:	
If required, the Lender's loan number:	
Accessories:	
Comments:	

(2) The total value of the object on loan referred to in Paragraph 1 is EUR _____.

(3) No irreversible technical changes may be made to the object on loan by the Borrower.

(4) The object on loan is in the condition evident in the "Pre-existing damage" annex.

Section 2 Loan period

(1) The loan period starts once the object on loan is issued by the Lender on _____ and ends

[] on _____

[] on the last school day of the academic year for which the contract of loan of use was concluded in accordance with Section 1 Paragraph 1.

(2) If the Borrower leaves the aforementioned school before the end of the loan period specified in Paragraph 1, the loan period shall end at the end of the Borrower's last day at this school.

(3) The Borrower must return the object on loan immediately in good condition once the loan period has expired.

Section 3 Purpose of using the object on loan

(1) The object on loan shall be made available to the Borrower for the purposes of preparing for lessons, using in lessons and using at another learning facility.

(2) Private use of the object on loan is not permitted.

(3) The legal guardian(s) is/are responsible for compliance with the intended use.

Section 4

[Central] mobile device management

(1) Apps and other software may generally only be installed by the Borrower after approval from the Lender.

(2) The Lender reserves the right to make centrally controlled updates to the existing software on the mobile device at any time, for example, to close security-relevant gaps.

[(3) The mobile device is managed centrally using software via a mobile device management system. The Lender monitors and manages mobile device implementations with the help of mobile device management. The Lender reserves the right to manage mobile devices as follows via mobile device management:

- *resetting the unlock code;*
- *locking the device (activating the unlock code);*
- *deleting company data;*
- *resetting the device to factory settings;*
- *transmitting messages to the devices;*
- *creating conformity rules (profile) to determine the need for necessary updates or data backup or violations by the Borrower, for example, relating to the unauthorised removal of existing usage restrictions;*
- *data transfer from various previously defined apps to the devices if the Borrower has given their prior consent to data transfer.]*

[(4) Among other things, mobile device management serves to ensure data security and confidentiality when handling data, for example, in the event that the mobile device is lost. Liability of the Lender for deleted data is excluded.]

[(5) Processing the Borrower's personal data is a requirement for setting up the mobile device and mobile device management by the Lender. The Borrower's consent to processing their personal data in accordance with Article 7 General Data Protection Regulation or, for Borrowers under the age of 16, the consent of their legal guardians, shall be given in a separate declaration, which shall be attached to this contract. The declaration of consent shall particularly take into account any transparency and information obligations in accordance with Article 13 and Article 14 General Data Protection Regulation.]

Section 5

Obligations of the Borrower

(1) The Borrower must refrain from any use of the object on loan that may identifiably damage the interests or reputation of the Lender or the School in public, compromise the security of the IT system or violates and applicable legal regulations – also within the school. Notably, the Borrower may not use the object on loan to retrieve, store or distribute content that violates personal rights, data privacy, copyright on criminal law provisions. Regardless of the legal permissibility, the Borrower is also prohibited from deliberately or knowingly retrieving, storing or distributing content that is anti-constitutional, racist, glorifies violence or pornographic as part of using the object on loan.

(2) The security precautions taken by the system administration may not be changed or bypassed by the Borrower.

(3) Directly connecting the borrowed mobile device with other devices for the purpose of data transfer is only permitted if it concerns trustworthy and secure data sources and data connections. [The Borrower is

obliged to immediately deactivate any interfaces for data transfer between devices over a short distance via wireless technology – such as Bluetooth or WiFi – when the device is not in use.]

(4) The Borrower must immediately inform the Lender if it is suspected that a mobile device or computer program is corrupted by malware. If it a malware attack is suspected, further use of the mobile device must be stopped until the Lender approves it for use again.

(5) The Borrower is obliged to be able to provide information on the location of the object on loan at any time and to present the object on loan to the Lender at any time. The Borrower shall ensure that the object on loan is handled carefully.

Section 6

Data storage

(1) Data should not be stored on the mobile device if possible so that it is not lost in the event of loss or repair. The Lender shall not accept any responsibility for data loss, especially not because of device defects or incorrect handling.

(2) Storage options on the school's services may be considered where required as online storage, e.g. as part of using the Lower Saxony Education Cloud (NBC). A recommendation will be made by the school.

Section 7

Personal responsibility of the Borrower

The Borrower is responsible for the safe and lawful use of the object on loan provided to them if this is something that they can influence. The Borrower is notably personally responsible for the lawful use of apps on the mobile device, particularly with regard to data protection law.

Section 8

Mobile device storage

(1) The object on loan must be stored securely to prevent access by unauthorised third parties.

(2) If, on a case-by-case basis, it is necessary to leave the object on loan unattended in a place that is also accessible by other people or in a locked motor vehicle, it must be ensured that it stored so that it is not openly visible.

[(3) The mobile device must be kept in the protective cover provided any may not be removed from this. The protective cover absorbs small impacts and falls.]

Section 9

Physical security when operating in an openly accessible environment

If the object on loan is used in an openly accessible environment, even for a short time, the object on loan must be physically secured as far as technically possible. For example, this can be done by using a Kensington lock.

Section 10

Securing mobile devices

(1) Unless this is already done by central administration, mobile devices must be protected by the Borrower with a 5-digit unlock code and configured so that they are automatically locked after 15 minutes at the latest without user interaction and that the unlock code must be entered to unlock the device.

(2) When setting up the unlock code, it must be ensured that no easily calculable numbers are used (e.g.: "1234").

(3) If the unlock code has been specified in writing, this must be stored securely and separately from the mobile device.

Section 11

Special safety requirements

(1) The Lender reserves the right to automatically analyse any data stored on the mobile devices provided at any time using technical measures (e.g. virus scanner) to maintain information security and protect the IT systems.

(2) The Lender may use a content filter to filter any online content that is illegal, anti-constitutional, racist, glorifies violence or pornographic. By using this content filter, website content is automatically filtered and, if necessary, blocked via the mobile device during browsing with regard to individual words, phrases, images or links that indicate corresponding content.

(3) An evaluation of the data collected by the analysis or monitoring the mobile device for the purpose of checking presence, performance or behaviour of any kind is not permitted.

Section 12

Liability of the Borrower

The object on loan must be returned in the condition set out in the contract. The Borrower is liable for damage in accordance with the legal regulations. The Borrower is not entitled to any replacement or repair.

Section 13

Handing over the object on loan

(1) The object on loan may not be handed over to third parties, even for a short duration.

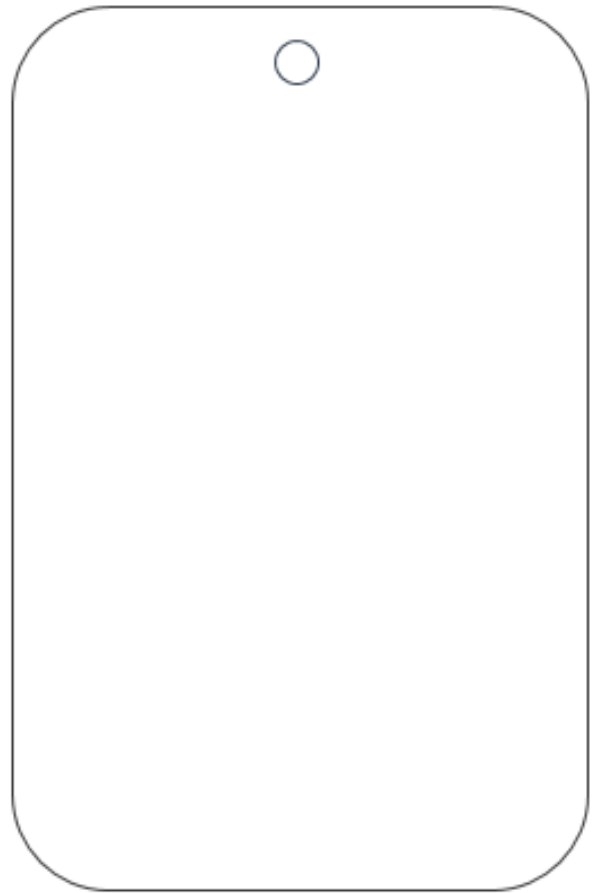
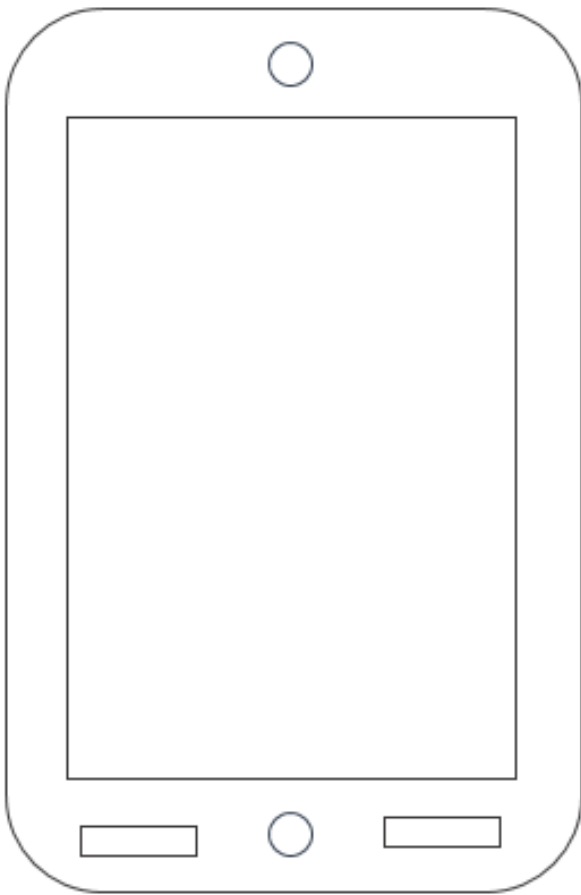
(2) In exceptional cases, it is permitted to hand over the object on loan if carrying it is not permitted when entering a facility and storage under the supervision of a third party is provided. The object on loan must always be switched off before the handover.

(3) Short-term handover to other pupils or teachers is permitted if this is necessary for school work.

Pre-existing damage annex

The mobile device listed in Section 1 Paragraph 1 of the contract of loan for use as well as any accessories has the following pre-existing damage:

Device serial number: *(adjust image if necessary)*



Description:
