

Information on the lending agreement and terms of use

This document is an information sheet. The document contains information about the lending agreement for a mobile device that you have received.

This information sheet is **not** the contract. This information sheet has no legal character.

What is the subject of the lending agreement? / Which kind of mobile device is it?

If your child attends a school in Bielefeld, the city of Bielefeld will lend your child an Apple iPad (with 10.2" or 10.9" display, WiFi and 32 GB or 64 GB storage space). The iPad is lent with accessories. These include:

- A charger with charging cable
- A protective cover for the iPad
- An Apple Pencil (first generation)
- A keyboard

The iPad and the accessories mentioned are called "das mobile Endgerät" ("the mobile device") in the lending agreement.

It **does not cost any money** to borrow the iPad and accessories.

Who receives a mobile device?

If you sign the lending agreement, your child can borrow an iPad and accessories. If you do not sign the lending agreement, no iPad and accessories can be lent to your child. Your child can still use an iPad at school if the teachers allow it.

Who are the contracting parties to the lending agreement?

The contractual partners are the City of Bielefeld and you as the legal guardian of your child. The City of Bielefeld is represented by the school your child attends.

Who signs the lending agreement?

As your child's legal guardian, you sign the lending agreement. If your child is of legal age (18 years old or older), your child can sign the lending agreement themselves.

How long is the mobile device lent for?

The lending period begins when the iPad and accessories are handed over to your child. The loan ends on a day determined by the school (this is stated in § 3 of the lending agreement).

Alternatively, the lending period ends five days before the end of the school year. If your child leaves the school before the end of the lending period, the iPad and accessories must be returned to the school on your child's last day at school.

If you no longer want your child to use an iPad, you can terminate the lending agreement. To do this, write a letter to the school.

What may the mobile device be used for?

The iPad including accessories may be used by your child for school purposes. Your child may use the iPad including accessories in class, for homework and for their own research.

The iPad including accessories may not be used for private purposes (such as playing video games or watching movies).

You must ensure that your child only uses the iPad and accessories for school purposes.

What are you liable for after concluding the lending agreement?

The mobile device remains the property of the City of Bielefeld after the lending agreement has been concluded. As the legal guardian of your underage child, you become the holder of the iPad including accessories. You are obliged to treat the iPad including accessories with care and to ensure that your child also treats the iPad including accessories with care.

If the iPad or the accessories are damaged, you must report this to the school immediately. This also applies if the iPad is only scratched or if the iPad, case or stylus no longer work properly.

If you or your child deliberately break the iPad or the accessories (= willfully) or do not take care at all (= gross negligence), then you must pay as much as the cost of repairing the iPad or the accessories. You or your child may not repair the iPad. If the City of Bielefeld decides that a repair is not possible or does not make sense, you must pay as much as the cost of replacing the damaged iPad or accessory.

If the iPad or accessories are stolen, you must speak to the police. The police will then write a report. You must bring the report to school within three school days and give it to the school.

The school does not have insurance for the iPad and accessories. You can take out your own insurance to cover theft or damage, for example. You must pay the cost of the insurance.

What rules must be followed when using the mobile device?

You must ensure that your child does not violate any laws when using the iPad. In particular, copyright, youth protection and data protection regulations must be complied with. Safety rules must be followed when using the iPad, for example passwords for the iPad and apps used on it must be kept secret.

Who to ask if you have technical problems?

If you have any technical problems, please ask the contact person at your child's school, e.g. the media officer ("Medienbeauftragte/r). In order for your child to use the iPad, you must agree to your child's data being used. Your child's data (first name and surname) will be used to create a user account.

How to return the mobile device?

Before your child returns the iPad and accessories to the school, all personal data (e.g. photos, notes and documents) must be backed up. Afterwards, delete all data from the iPad.

Your child must log out of all apps and deactivate the password for the iPad.

Charge the iPad to 90%.

The iPad must then be reset to factory settings. This will delete all data on the iPad.

Are changes to the lending agreement possible?

If the school wishes to make a change to the lending agreement, you will receive an amended agreement from the school for you to sign. If you do not sign the amended contract, you must return the iPad and accessories to the school.

What's in the contract?

§ 1: The contractual partners are named here, as well as the school from which the iPad is being lent. Here you also find your contact details as well as those of your child.

➔ Please check if your details are correct!

§ 2: Here you can find information which iPad and which accessories are lent to you and whether the iPad or the accessories are damaged.

§ 3: Here you can see until when the iPad and accessories can be lent. It also states to whom and when the iPad and accessories must be returned.

§ 4: Here you can check what the iPad and accessories may be used for.

§ 5: Here you can find out what to consider when handling the iPad and accessories. It also tells you who to contact if the iPad or accessories are damaged. It also states in which cases you are liable for damage to the iPad or accessories and the monetary value of the iPad and accessories.

§ 6: This section states that the school will help you with technical questions and problems. It also lists the rules that apply when returning the iPad and accessories as well as the rules that you and your child must follow. For example:

- The iPad is set up so that it can be used safely. It prevents banned programs and apps that are bad for the iPad. These settings must not be switched off. To keep the iPad safe, it must be connected to the Internet once a week, even during vacation.

- All files that your child does not want to lose (e.g. documents, photos or videos) should be backed up. Ask the school your child attends which apps can be used for this.
- If the school or teacher asks where the iPad or accessories are, you must answer this question. You must also show the iPad and accessories to the school.
- The school enters the iPad in an electronic list. The school can see electronically where the device is. This is called locating the device.
- To prevent the iPad from being scratched or broken, the device must always be in its case (cover).
- Small labels are stuck to the iPad. These must remain on the device. They must not be removed.
- The school will help you with technical questions and problems. Your child cannot install any apps on the iPad. The iPad is managed from a central system. This means that all programs and software are installed by the school. This also means that the device can be monitored. This is only possible if you allow your child's data to be saved and processed.
- The iPad must be charged regularly and must not be broken.
- Passwords for the iPad and the apps must be kept secret.

§ 7: This section explains that changes to the contract must be accepted in writing by both parties. In addition, the contract is still valid even if part of the contract is no longer correct.

§ 8: The contractual partners are named here.

- ➔ Please check if your details are correct.
- ➔ If your child is of legal age (18 years old or older), the signature of the legal guardian is not required. The child can sign the lending agreement themselves:



Schüler/-in: Ich stimme der Leih- und Nutzungsvereinbarung zu.

[Ort, Datum] [Unterschrift des / der Schüler/in]

Text: ➔ **Student:** I agree to the lending and usage agreement.

[place, date] [signature of the student]

➔ If your child is not of legal age (17 years old or younger), the lending agreement must be signed by you in order for your child to borrow a mobile device:

If you agree that your child may sign for having received or returned of the iPad and accessories, please check this box.

Erziehungsberechtigte der/s minderjährigen Schülerin/Schülers:
Hiermit stimme ich dieser Leih- und Nutzungsvereinbarung und allen Vereinbarungen zwischen meinem Kind und der Stadt Bielefeld zu.
 Ich willige ein, dass mein Kind die Aus- und Rückgabe des mobilen Endgeräts bestätigen kann (Punkte 8 und 9).

Legal guardian of the minor student
I hereby agree to this lending and usage agreement as well as all agreements between my child and the city of Bielefeld.
 I agree that my child can confirm having received or returned the mobile device
(See § 8 and 9)

If you agree to the lending agreement, please sign here.

[Ort, Datum] [Unterschrift des / der Erziehungsberechtigten bei minderjährigem/r Schüler/in]

[place, date] [signature of the legal guardian of the minor student]

If your child agrees to the lending agreement and the associated rules of use, your child signs here.

Schüler/-in: Ich stimme der Leih- und Nutzungsvereinbarung zu.

[Ort, Datum] [Unterschrift des / der Schüler/in]

Student: I agree to the lending and usage agreement.
[place, date] [signature of the student]

➔ Your child can only borrow a mobile device if the required signatures have been obtained.

§ 9: Here you can find a list of which iPad and which accessories are being lent out. If the iPad or the accessories are damaged, this is indicated here.

§ 10: The school will make a note here if the iPad or accessories are damaged when they are returned.

II. Here you can find further rules that you and your child must follow so that your child can use the iPad.