

Loan Contract

regarding an iPad including accessories

between

the State Capital Düsseldorf,

represented by the Mayor

- Office for Schools and Education -

Konrad-Adenauer-Platz 1, 40210 Düsseldorf

hereinafter: "State Capital Düsseldorf"

and the Pupil

First and last name

Street

Postcode, City

hereinafter: "Pupil" and the Legal Guardian

First name and last name of Legal Guardian	First name and last name of Legal Guardian
Street	Street
Postcode, City/town	Postcode, City/town

as joint and several debtors, together: "Borrowers"

Preamble

This contract regulates the conditions under which the State Capital Düsseldorf provides a pupil with an iPad for instruction purposes free of charge. If the devices are not financed by the State Capital Düsseldorf, the financing can come from the following funding sources:

- Directive on the Funding for Immediate Provision of Digital Devices (Supplementary Agreement to the Administrative Agreement DigitalPakt Schule 2019 to 2024, Immediate Provision of Devices Programme) at schools and in regions in North Rhine-Westphalia of 30/05/2021
- Directive on the Funding of Terminal Devices For Schools in North Rhine-Westphalia within the framework of "REACT-EU" of 15/10/2021
- Directive on the Funding of Terminal Devices for Schools in North Rhine-Westphalia within the Framework of the Digital Devices Campaign for Schools in NRW dated 15/10/2021

§ 1 Loaned Devices

The State Capital of Düsseldorf shall provide the Borrowers with the following hardware free of charge exclusively for the purpose of lending pursuant to § 7 (1). The described hardware is the property of the State Capital Düsseldorf and remains its property even after handover.

a) Apple iPad incl. power supply unit and power cable

Product designation/type	Serial number
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(b) with the following accessories (tick as appropriate):

- iPad case
- iPad case and stylus
- iPad case with integrated keyboard
- iPad case with integrated keyboard and stylus

together hereinafter: "the Loaned Device".

§ 2 The Borrowers

(1) The Borrowers assure that the Pupil is registered at the following school in the Düsseldorf city area at the time of signing this contract:

School, form:

(2) The Borrowers shall be jointly and severally liable pursuant to § 421 of the German Civil Code (BGB) in the sense that the State Capital Düsseldorf may demand claims under this Contract from each Borrower in whole or in part at its discretion, provided that no more than the total amount owed is demanded. Joint and several liability also applies if one Legal Guardian acts with the consent of the other in his or her representation.

(3) If only one Legal Guardian becomes the Borrower, he/she hereby confirms that he/she has sole parental care of the Pupil.

§ 3 Lending free of charge

The Loaned Device is lent to the Borrower free of charge by the State Capital Düsseldorf.

§ 4 Contract duration and termination

(1) The Contract shall commence upon signature by both Parties and shall persist for an indefinite period.

(2) All Contracting Parties have the option of terminating the Loan Contract at any time with immediate effect.

(3) If the Pupil leaves the _____,
Name of the school

the contractual relationship ends automatically with the last day at the school without the need for a notice of termination.

(4) The Borrowers undertake to return the Loaned Device in proper condition to the school management/the school's media officer(s) at the end of this Loan Contract. The Loaned Device must be returned no later than three business days after the end of the Loan Contract.

(5) If the Loaned Device is not returned within the period of three business days after the end of the Contract, the City of Düsseldorf may, at its discretion and without issuing a reminder, refuse to accept it at a later date and instead demand a lump-sum compensation of € 250.00 plus applicable VAT from the Borrowers. The Borrower has the option of proving that a reduction in value has not occurred or that it is significantly lower than the lump sum. Insignificant deviations shall be disregarded.

§ 5 Condition of the Loaned Device on handover

(1) The condition of the Loaned Device shall be recorded in the handover report. As Annex 1, the handover report is a component of the Loan Contract.

(2) If previous damage is documented in the handover report, this shall be irrelevant for the liability of the Borrower for damage within the meaning of § 6 (1).

§ 6 Liability

(1) Borrowers shall be liable for all damage, losses and functional impairments that occur to the Loaned Device during the term of the Contract and thereafter until it is properly returned, unless they are not responsible for such issues. The Borrowers shall not be responsible for normal wear and tear within the scope of contractual use pursuant to § 602 BGB.

In the event of major or irreparable damage as well as in the event of theft or loss of the Loaned Device, if the Borrowers have not complied with § 7 (7), a lump sum for damages in the current amount of € 250 plus applicable VAT must be paid by the Borrowers to the State Capital Düsseldorf. The Borrower has the option of proving that a reduction in value has not occurred or that it is significantly lower than the lump sum. Insignificant deviations shall be disregarded.

(2) The State Capital Düsseldorf shall only be liable for intent and gross negligence in accordance with § 599 BGB.

(3) The State Capital Düsseldorf shall in particular not be liable for the Pupil's loss of data if this data is lost during the term of the Contract due to failure of the Loaned Device. The Pupil or the Legal Guardian must ensure that the data is regularly saved on an external storage medium. Data stored on the Loaned Device, such as presentations, teaching notes, papers, etc., will also be deleted by the City of Düsseldorf after the Loaned Device is returned, without the City of Düsseldorf backing up the data beforehand.

7. Terms of use

(1) The Loaned Device is made available to the Borrowers exclusively for the purpose of instructing the Pupil listed in § 2 (1) (purpose of loan). The Loaned Device may not be used for private purposes or by third parties — it is exclusively intended for the Pupil's participation in lessons offered by the school, including preparation and follow-up of lesson content. By way of clarification, it is agreed that siblings of the Pupil may not use the Loaned Device for lessons given to them and that the Legal Guardians may not use the Loaned Device for their profession.

(2) Costs incurred for charging the Device at the Borrowers' home shall be borne by the Borrowers and shall not be reimbursed by the State Capital Düsseldorf.

(3) Borrowers are expressly not permitted to download or install other apps, programmes or other documents on the Loaned Device that are not required for the school's teaching activities as described in § 7 (1).

(4) Borrowers may only use the included power supply unit for charging.

(5) The Borrowers shall ensure that the Loaned Device is treated with care. In particular, they must transport the Loaned Device exclusively in the protective case provided to them and store it therein.

(6) The Borrowers undertake to deliver the Loaned Device in working order at the school no later than one business day after being requested to do so verbally or in writing. This request does not have to be accompanied by a statement of reasons.

(7) The Borrowers must protect the Loaned Device against loss and theft to the same extent as they would a Device which is their property. The Borrowers are aware of the considerable value of the Loaned Device they are borrowing.

§ 8 Duty to report loss, theft and damage

(1) In the event of theft of the Loaned Device, the Borrowers must immediately file a report with the police. The police report must be submitted in writing to the school management within three business days of filing the report. The State Capital Düsseldorf reserves the right to locate the stolen Loaned Device.

(2) Any loss must be reported to the school management immediately after the loss.

(3) Any damage or functional impairment to the Loaned Device or accessories must be reported to the school management immediately after the damage/functional impairment has occurred. The Borrowers are not permitted to independently carry out or commission repairs or replacements. The State Capital Düsseldorf has the right to choose the repair centre.

§ 9 Insurance

To cover theft of or damage (e.g., damage to the display) to the Loaned Device, the Borrowers can take out an insurance policy with an insurer of their choice. The costs for the insurance shall be borne by the Borrowers. It is possible that corresponding insurance benefits are already included in the Borrowers' existing insurance policies (liability insurance) or that they can be booked in addition for a small fee.

The Borrowers' liability in the event of damage, loss and theft in the sense of § 6 (1) is hereby pointed out again.

§ 10 Miscellaneous

(1) Additional agreements, amendments and additions to this Contract are only effective if they are agreed to in writing. This also applies to changes to this written form requirement.

(2) Should individual provisions of this Contract be wholly or partly invalid or void, or should they become wholly or partly invalid or void due to a change in legislation or by the adjudication of a supreme court or otherwise, or should this Contract prove to contain loopholes, then the Parties agree that the other provisions of this Contract shall remain unaffected and valid. In that event, the statutory regulations shall apply.

Düsseldorf, dated _____,

Signature of the Pupil

School's stamp/Signature of the School Management

Signature of the Parent or Guardian

Signature of the Parent or Guardian

Handover report to the Loan Contract, dated _____,

between the State Capital Düsseldorf and _____

Apple iPad with accessories

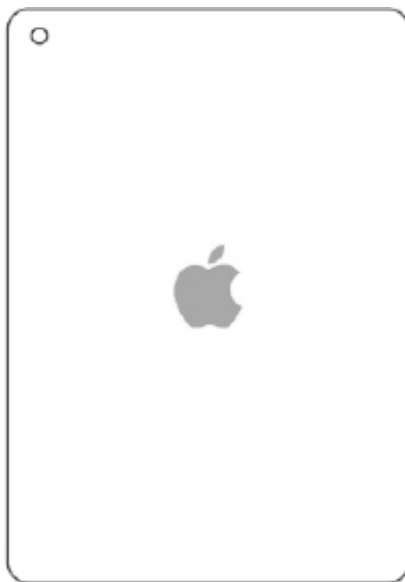
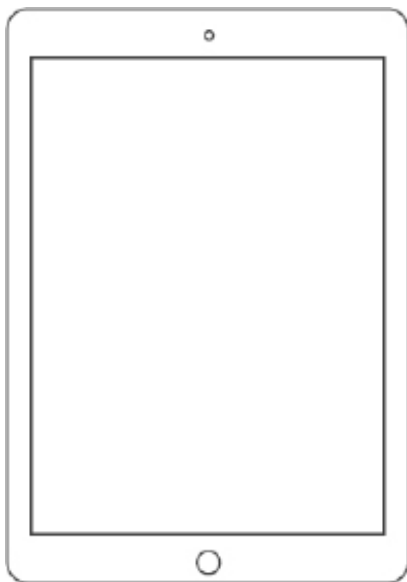
I/we have received the Loaned Device specified in § 1 of the Loan Contract:

Apple iPad incl. power supply with the following accessories (please tick as appropriate):

- iPad case
- iPad case and stylus
- iPad case with integrated keyboard
- iPad case with integrated keyboard and stylus

in the following condition:

- like new
- The Loaned Device exhibits the following damage upon handover:



Düsseldorf, dated _____,

Signature of the Pupil

Signature of the School Management/Media Officer

Signature of the Parent or Guardian

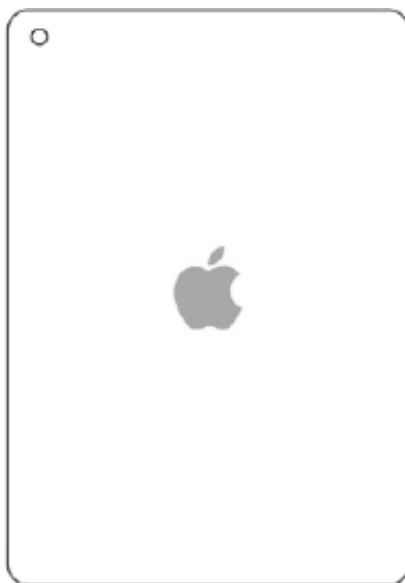
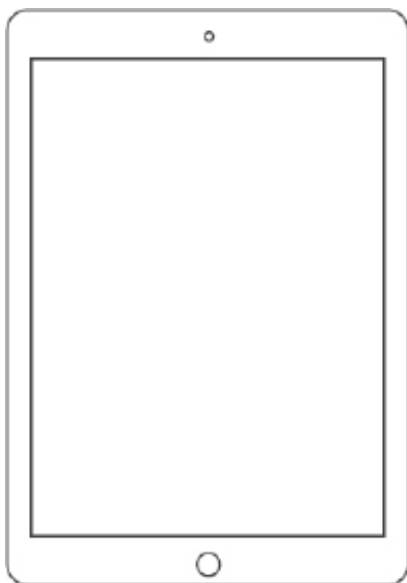
Signature of the Parent or Guardian

Return report to the Loan Contact, dated _____,

between the State Capital Düsseldorf and _____

Apple iPad with accessories

The iPad listed § 1 of the Loan Contract had no / the following damage when returned.



- Power supply unit and power cable: undamaged and functional
- Accessories (please tick as appropriate):
 - iPad case: undamaged and functional
 - iPad case and stylus: undamaged and functional
 - iPad case with integrated keyboard: undamaged and functional
 - iPad case with integrated keyboard and stylus: undamaged and functional

Description:

Düsseldorf, dated _____,

Signature of the Pupil

Signature of the School Management/Media Officer

Signature of the Parent or Guardian

Signature of the Parent or Guardian