Anglian Learning Device Loan Agreement

This Loan Agreement is made and entered into as of the date of grant set forth below.

BETWEEN:	Anglian Learning, c/o Bottisham Village College, Lode Road, Bottisham, Cambridge, CB25 9DL.
AND:	Stour Valley Community School, Cavendish Road, Clare, Suffolk, CO10 8PJ
DATE OF GRANT:	DATE
MODEL OF DEVICE:	MAKE AND MODEL
SERIAL NUMBER OF DEVICE:	SERIAL NUMBER
ADDITIONAL PERIPHERALS:	ANY ADDITIONAL EQUIPMENT ACCOMPANYING THE DEVICE

WHEREAS: The Borrower has applied to the Lender for the loan of a device, prior to commencing employment or placement on the above referenced date. The Lender has agreed to grant to the Borrower the above referenced device prior to the commencement of employment or placement and for the duration of their working period with the Lender upon the terms and conditions herein contained.

NOW THEREFORE IT IS AGREED as follows: The Lender hereby grants to the Borrower upon the terms and subject to the conditions herein contained a device with appropriate access to Anglian Learning's network for the purposes of preparing for employment or placement and undertaking work on behalf of Anglian Learning.

TERMS OF THE AGREEMENT:

- The loan of the device will commence on the above referenced date and will terminate at the end of the Borrower's last teaching day on a school site as in accordance with the Contract of Employment, or upon the device otherwise being returned to the care of Technical Service under such circumstances as a replacement device being provided, whereupon this agreement is concluded and a new agreement commenced.
- The Lender retains the right to revoke the loan agreement at any time and to request the device to be returned with one weeks' notice.
- The Borrower agrees to abide by the rules set out in the ICT Acceptable Use Policy (ICT AUP), including ensuring that the device remains locked, logged out or switched off during periods where the device is unattended in secure areas and take additional steps where necessary. The Borrower agrees to abide by the ICT AUP documents and to ensure that passwords are compliant.
- The Borrower agrees that the security, safety and condition of the device is their responsibility for the duration of the period when the device is in their custody and that they will report any loss, damage, or known security breach to the Anglian Learning Technical Services team as is feasible and reasonably possible.
- The Borrower agrees that to ensure that the device remains fit for professional purposes and will avoid installing any software that might harm the device or corporate network services and will seek guidance from Anglian Learning's Technical Service team when clarity around software installation is required.
- For staff devices, The Borrower agrees that no students, friends, family members or any other person not directly employed by Anglian Learning will have usage of the device under any circumstances.

- For student devices, The Borrower agrees that no other person, be they students, friends or otherwise will have usage of the device under any circumstances, unless it is a parent, carer or member of staff from Anglian Learning assisting in their learning.
- The Borrower agrees to maintain the validity of Anglian Learning's insurance policy by endeavoring not to leave the device in a public place or in parked cars.
- The Borrower understands that negligent use of the device may result in Anglian Learning seeking to be reimbursed for any financial losses. The Borrower agrees to indemnify Anglian Learning against negligent use which results in a financial loss to Anglian Learning, up to the original cost of the device.
- For staff devices, The Borrower agrees that should the device not be returned in working order on the last working day of employment on a school site that the Lender may deduct the original cost of the device from their final monthly salary payment.
- For student devices, The Borrower agrees that should the device not be returned on the last teaching day of association with the school, or by the date of any agreed extension, the original cost of the device will be invoiced to the parent/carer of the student.

DISPUTE RESOLUTION:
Any dispute arising out of or in connection with this Agreement shall be first resolved by the Parties through negotiation. The requesting party shall send a written, dated letter, detailing the nature of the dispute and how they feel the matter could be resolved to the satisfaction of both parties. The receiving party shall have 10 working days to respond to that letter. If the dispute cannot be resolved through negotiation within sixty (60) days from the date of the dispute notice, then the matter may be escalated through legal courts.

ENTIRE AGREEMENT:
This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and shall supersede any and all prior discussions, negotiations and arrangements between the Parties with respect to the subject matter hereof.

AMENDMENT:
Any amendment to this Agreement, including but not limited to modification, supplement or deletion, shall become effective only if agreed by the Parties by signing a written instrument.

APPLICABLE LAW:
It is agreed that this Agreement will be governed by and interpreted in accordance with British Laws. If any provision of this Agreement is invalid, the rest of the provisions shall remain valid.

LENDER **BORROWER**

Signature: _____ Signature: _____

Name: _____ Name: _____

RETURN DATE: _____

Lender Signature: _____ Lender Name: _____