

EQUIPMENT LOAN AGREEMENT



I. Borrower Responsibilities

This Agreement and the responsibilities as outlined hereunder are not transferable without the written approval of Lender. By executing this Agreement, the Borrower agrees to comply with the terms set forth below:

A. Insurance

The Borrower is responsible for the full cost of repair or replacement of any or all of the Equipment that is damaged, lost, confiscated, or stolen from the time Borrower assumes custody until it is returned to Lender. If the Equipment is lost, stolen or damaged, Borrower agrees to promptly notify the Lender Representative designated above.

B. Use/Disclaimer

The Borrower shall be responsible for the proper use of the Equipment. The Borrower shall be responsible for training anyone using the Equipment on the proper use of the Equipment in accordance with any Equipment use procedures.

Lender disclaims all representations and warranties associated with the Equipment and any use thereof, including any warranty of fitness for a particular purpose.

Borrower agrees to use the Equipment for academic, research, government or non-profit use only, and not for any commercial use or application.

Usage of the equipment shall be in accordance with GELLEN's Internet And Digital Technologies Usage Policy set forth overleaf.

C. Delivery and Return of Equipment

Title to the Equipment the subject of this Agreement shall remain with Lender. The Borrower shall be responsible for the safe packaging, shipping and receiving of the Equipment. The Equipment shall be returned within a reasonable amount of time after the Loan Period end date identified below. Equipment shall be returned to Lender in as good a condition as when received by the Borrower, except for reasonable wear and tear. During the Loan Period and prior to return, the Borrower agrees to assume all responsibility for maintenance and repair.

D. Indemnification

In consideration for the Equipment loan, the Borrower agrees to indemnify, defend and hold Lender harmless from any and all damages, losses, claims, causes of actions, expenses and liability of any nature whatsoever associated with its use of the Equipment while under the care, custody and control of Borrower unless due to the negligence of Lender.

E. Amendment/Modification

This Agreement cannot be amended or modified except by in an instrument in writing signed by both parties. Any attempt to do so except in accordance with this paragraph shall be void.

F. Intellectual Property

Any intellectual property developed by Borrower utilizing the Equipment, shall be the sole and exclusive property of Borrower.



GELLEN Internet And Digital Technologies Usage Policy

Use of GELLEN's digital technologies and access to the Internet are subject to an agreed Code of Conduct that reflects GELLEN's values, Australian and Victorian law. GELLEN provides access to digital technologies and internet connections, while every effort is made to ensure that users are protected from undesirable content while using these technologies, users should ensure they practice 'Safe Surfing' to help reduce the chance of an unpleasant internet experience. GELLEN reserves the right to monitor device and service usage, including internet access and emails sent or received using GELLEN equipment. Users should not store, create, print or transmit anything which they would not be happy for their teachers, parents or staff to see.

You may:

- Download, display, print, save or transmit information for learning purposes related to curriculum.
- Use the equipment and internet in accordance with GELLEN's relevant policies and procedures.

You may not:

- Use computers to harass or bully another person in any way.
- Download, display, save or transmit offensive material, for example obscene language, pornographic, violent or racist material. If you accidentally access offensive material you should leave the site immediately and notify staff.
- Use the internet for gambling, advertising or personal financial gain, or to register for services offered outside the school.
- Use online 'chat' facilities or social networking websites, except under the direction of your teacher/staff.
- Provide private or confidential information (about yourself or others) without permission of parents/teachers or staff (whichever is relevant).
- Make an unauthorised reproduction of material protected by copyright. This includes downloading and/or sharing music, movies or software which you have not purchased legally.
- Print offensive material — whether you have made it yourself or it has been downloaded.
- Cause damage to hardware or make changes to the configuration of a computer. Users may be asked to pay for any damage which they deliberately cause.
- Bypass, or attempt to bypass, internet filters or other computer network security systems.
- Failure to comply with this policy will result in consequences for the user(s) involved. Where a serious breach has occurred, police may become involved.

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II. Lender Information

Company/Institution: GELLEN Lender Representative: _____
Representative Title: _____ Phone: 03 5153 1745

III. Borrower Information

Contact Name: _____ Phone: _____
Company/Institution: _____ Mobile: _____
Email: _____
Street Address: _____
City: _____ State: _____ Post Code: _____

IV. Equipment Information

Each piece of equipment ("Equipment") borrowed is listed below. The total number of pieces of equipment covered by this Equipment Loan Agreement ("Agreement") is:

The Equipment shall be returned as follows:

Agreed return date: _____
Agreed return location: The Hub, 27 Dalmahoy Street, Bairnsdale

In witness whereof, the parties have executed this Agreement effective as of the date of the last party to sign this Agreement below. Details of responsibilities are listed overleaf:

Authorized Representative for Borrower

Authorized Lender Representative

Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

On return of items, complete this section (GELLEN staff use only):

Items received by: _____
Date received: _____