

# A·U·K

## NOTEBOOK POLICY

By accepting possession of the computer, peripherals and software (equipment) and the access to the Internet, I agree to the following terms and conditions. This agreement covers the period from the date signed below through (here comes your graduation date.)

I shall use the equipment in accordance with the A.U.K. policies on the appropriate use of the computer resources for the term of this agreement. These policies may be amended from time to time. A.U.K. holds the lease on the computer and is allowing me the use of this computer in accordance with the terms of this agreement. **I do not own this computer**; I only have a permission to use it. I shall not permit any other person to possess or use this equipment. Commercial use of this equipment or any use, which violates any law or A.U.K. rule, is prohibited.

I agree to return the equipment to the A.U.K. in the same condition as I receive it, less reasonable wear and tear unless or until I purchase or receive ownership of the equipment by transfer of title to me. Upon the transfer of title to me of the equipment, and in consideration therefore, I understand and agree that all responsibility, liability and expense regarding the equipment and its use and ownership is assumed by me.

The ownership of a notebook is transferred to me by A.U.K. upon completing four years as an undergraduate student, or upon earning a bachelor's degree after completing at least two years as a full time undergraduate student.

The A.U.K., upon transfer of ownership, hereby disclaims all express and implied warranties, including, without limitation, the implied warranties relating to the equipment merchantability and fitness for a particular use. I agree to accept the equipment "as is". In no event shall the A.U.K. be liable for any incidental, special, indirect, or consequential damage of whatever nature arising out of any claim alleging the A.U.K.'s failure to perform its obligations under which this agreement or its alleged breach of any duty. Taking ownership of this equipment makes me responsible for the disposal of the equipment in an environmentally correct manner. (Checking with your local municipality about recycling of such equipment is the suggested means of disposal).

**(Initial \_\_\_\_\_)**

I understand and agree that the notebook may only be in my possession if I am a fully registered student at A.U.K. If for any reason I am no longer a registered student, I must return the notebook to A.U.K.'s Information Technology Office on the date of withdrawal or the last day of the last semester that I am fully registered. Significant fees and charges will apply if the notebook is not returned by this date. The A.U.K. reserves the right to recall the equipment for any reason prior to the final return date.

**(Initial \_\_\_\_\_)**

It is my responsibility to give written notice to the A.U.K. of any change in my status as a student at A.U.K., as well as any address or phone number change until the equipment is either returned to the A.U.K., or I have taken full ownership (following graduation).

I agree to participate in the periodic Mandatory Asset checks as requested by A.U.K.'s Information Technology Office. This will occur at least once per calendar year. I will be notified of the Asset check event via A.U.K. email.

I am responsible for loss, theft or damage to the equipment. I understand that I can be charged a fee for repair of damaged equipment in the amount of Euro 50 and any additional costs not covered under warranty. If the equipment is lost or stolen, I will be charged a fee in the amount the purchased price for a notebook **(for academic year xxxx the price is: xxxx Euro)** during

the first year of Notebook possession. Fees that need to be paid for the lost/stolen equipment on the years that follows will be count with the depreciation value of the equipment. I understand that any incident of loss, theft or damage must be reported to the A.U.K. IT Department as soon as possible and no later than 48 hours after the incident. All repairs must be made via the A.U.K. IT Service Center.

**FILE SHARING POLICY:**

It is the policy of A.U.K. that the A.U.K.'s network connections may not be used to violate copyright laws. The unauthorized reproduction of copyrighted materials is a serious violation of A.U.K.'s Internet Acceptable Use Policy. Kosovo Law No. 2004/45 on Copyright and Related Rights shall be applicable, as well as all conditions set out by the US Copyright Office ([www.copyright.gov](http://www.copyright.gov)).

If an artist, author, publisher, or any custodian or representative of the owner of copyrighted material lawfully acts to notify the A.U.K. that a Faculty/Staff member or Student is violating copyright laws, IT will provide the relevant information to the Office for Intellectual Property Rights in Kosovo. If appropriate, action will be taken against the violator in accordance with A.U.K. policy. In some cases, violations of A.U.K. policy can result in suspension or revocation of network access privileges and/or civil or criminal prosecution under Kosovo law.

**Enforcement of Policy:** Upon receiving notice from either IT's internal reporting system or from external sources the following process will be employed: Report/log or letter of notification will be sent to the President. The A.U.K. user is immediately denied access and notified in person in order to verify the information. The Director of Academic Affairs is advised of the offence. IT will uninstall the file sharing software but will not delete any songs, move network account into a special group of accounts that will be subject to a policy restriction that will prevent the user from ever running any of the "widely known" file sharing applications.

**LOCAL ADMINISTRATIVE RIGHTS POLICY:** Upon request, each enrolled student will be given local administrative privileges for the notebook he or she has been issued by A.U.K.. By signing this document the student acknowledges that he or she will respect the following A.U.K. policies.

By requesting local administrative rights be granted to the student's account for the notebook he or she is assigned, the student accepts the sole responsibility to maintain the existing software/hardware configuration as delivered from the IT department when the notebook was issued, or after any form of IT Department administered upgrade or repair. This responsibility and all culpability extends to the installation of software or content that is done in a manner, or that through its existence on the student's notebook, violates relevant copyright laws or otherwise compromises the software\hardware configuration official supported by A.U.K. IT Department.

**Enforcement of Policy:** Upon receiving notice of a violation of this policy from either IT's internal reporting system or from external sources the following process will be employed:

- The A.U.K. user's accounts and access privileges will be suspended and the user will be notified in person in order to verify the information.
- IT will uninstall any file sharing or other not legally installed software and move network account into a special group of accounts that will be subject to a policy restriction that will prevent the user from ever running any of the "widely known" file sharing applications.
- The IT Department will notify the Director of Academic Affairs of the violation, who will determine whether to refer the student to the Disciplinary Committee.

(Initial \_\_\_\_\_)

**SOFTWARE ACCEPTANCE:**

This acceptance form is valid for the Microsoft products listed below, which shall be referred to collectively herein as the "Software". Software is made available to you because A.U.K. has purchased license coverage for the Software through Microsoft Open Value subscription Academic - Student Option. A.U.K. is extending to you the right to use the Software on an institution-owned computer designated for your exclusive use. You do not own the license rather

you are authorized to use the Software and associated media pursuant to the terms and conditions of the license(s) granted to A.U.K. for the term of A.U.K.'s Open Value subscription Academic. You will be required to remove the Software from your personal machine immediately upon the earlier of (a) any event, with the exception of graduation, which causes you no longer to be a student of the institution or (b) expiration of the Open Value subscription Academic term.

If you graduate during the Open Value subscription term, the software license will convert to a perpetual license (meaning you own the Software) following your graduation. A request shall be sent to Microsoft before graduation. If you do not graduate but leave A.U.K., you will not receive a license for the software.

You are granted the right to use the following Software per the terms of the Campus Agreement Subscription Student Option:

- **Office 2010 Professional Plus**
- **Windows 7 Starter edition**
- **Windows 7 Enterprise**

I will read and abide by the license(s) associated with this Software. I understand that no technical support is provided by A.U.K. I understand the minimum specifications to run the Software as listed. I understand that I will be required to remove the Software from my personal machine immediately upon the earlier of (a) any event, with the exception of graduation, which causes me to no longer to be a student of the institution or (b) expiration of the Microsoft Agreement Subscription term. I understand that if A.U.K. does not renew the Student Option under the Microsoft Agreement Subscription, then I must delete or remove the Software licensed to A.U.K. under the Microsoft Agreement from my computer at the time the Microsoft Agreement Subscription expires or is terminated. I understand that if I graduate from A.U.K. during the Microsoft Agreement Subscription term, the Software license will convert to a perpetual license (meaning I have full ownership of the Software). I understand that it is my responsibility to contact the institution to obtain the Student License Confirmation, which is proof of Software ownership, prior to graduation from the institution.

(Initial \_\_\_\_\_)

The A.U.K. issued notebook is especially vulnerable while traveling. The notebook should be within reach and sight in an airport or other public areas. When traveling by plane do not place the notebook with checked baggage and never leave it unattended at your seat or in an overhead compartment. **Do not leave the notebook in car where Notebook or the bag is visible from outside.**

**If I violate my licensed use, fail to remove the software as required or violate this agreement I may be liable for criminal and/or civil sanctions and damages.**

(Initial \_\_\_\_\_)

I have read and understand the terms and conditions of this Computer License Agreement. I agree to abide by them.

ID# \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_