

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 _____.

I shall use the equipment in accordance with the American University in Kosovo (AUK) policies on the appropriate use of the computer resources for the term of this agreement. These policies may be amended from time to time. AUK 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 "license" 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 university rule, is prohibited.

I agree to return the equipment to the University 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 AUK 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 University, 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 University be liable for any incidental, special, indirect, or consequential damage of whatever nature arising out of any claim alleging the University'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 AUK. If for any reason I am no longer a registered student, I must return the notebook to AUK'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 University 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 University of any change in my status as a student at AUK, as well as any address or phone number change until the equipment is either returned to the University, or I have taken full ownership (following graduation). I agree to participate in the periodic Mandatory Asset checks as requested by AUK's Information Technology Office. This will occur at least once per calendar year. I will be notified of the Asset check event via University email.

I am responsible for loss, theft or damage to the equipment. I understand that I will be charged a fee for repair of damaged equipment in the amount of Euro 50 (plus any additional costs not covered under warranty). If the equipment is lost or stolen, I will be charged a fee in the amount of Euro 500 per incident. I understand that any incident of loss, theft or damage must be reported to the University IT System Administrator as soon as possible, but no later than 48 hours after the incident. All repairs must be made via the AUK IT Service Center.

FILE SHARING POLICY:

It is the policy of AUK that the university's network connections may not be used to violate copyright laws. The unauthorized reproduction of copyrighted materials is a serious violation of AUK'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).

If an artist, author, publisher, or any custodian or representative of the owner of copyrighted material lawfully acts to notify the University 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 University policy. In some cases, violations of University 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 AUK 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.

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 AUK has purchased license coverage for the Software through Microsoft Campus Agreement Subscription Student Option effective 1 September 2008. AUK is extending to you the right to use the Software on a personally-owned computer or 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 AUK for the term of AUK's Campus Agreement Subscription. 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 Campus Agreement Subscription term.

If you graduate during the Campus Agreement 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 AUK, 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 2007 Enterprise**
- **DVD Media Kit**
- **Windows Vista Starter edition**

I will read and abide by the license(s) associated with this Software. I understand that no technical support is provided by AUK. 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 Campus Agreement Subscription term. I understand that if AUK does not renew the Student Option under the Campus Agreement Subscription, then I must delete or remove the Software licensed to AUK under the Campus Agreement from my computer at the time the Campus Agreement Subscription expires or is terminated. I understand that if I graduate from AUK during the Campus 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 AUK 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.

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 _____