

ARTICLE 1: PURPOSE

Université Grenoble Alpes (hereinafter referred to as “UGA”) provides the Borrower, free of charge, with computer equipment owned by UGA (hereinafter referred to as the “Equipment”), in order to promote students’ academic success and combat digital exclusion.

ARTICLE 2: OWNERSHIP

The Equipment remains the property of UGA. The loan does not entail any transfer of ownership rights in the Equipment.

ARTICLE 3: LOAN CONDITIONS

The Borrower must provide an identity document and a **valid student ID card** for the current academic year in order to borrow the Equipment and, where applicable, proof of eligibility for the scheme (submitted via the online form).

ARTICLE 4: LOAN PROCEDURE

The Equipment is loaned by the Student Life Department (DVE), at the ICampus office at MUSE in Saint-Martin-d’Hères or at the Maison des étudiants in Valence, in accordance with the loan conditions set out in Article 3.

The loan covers the Equipment, any accessories required for its use and/or transportation, as well as all software and content installed on it.

The Equipment is provided in normal working order and suitable for its usual academic uses. The Borrower must check the condition of the Equipment when it is handed over. The Borrower may make reservations or note any concerns, which will be recorded as comments in the monitoring interface when the loan is issued.

After the Borrower has agreed to the Etuprêt Charter and the physical and operational condition of the Equipment has been checked, a loan certificate is sent to the student by email, specifying the loan date and duration, as well as information concerning the laptop provided (number, model and condition).

The Borrower is authorized to install additional lawful software in addition to the software pre-installed on the Equipment.

The loan renewal is explicit (not automatic) and must be requested by the student, who undertakes to renew their registration with UGA for the academic year in which the renewal takes place. UGA may verify this information at any time.

The loan ends at the end of the academic year, namely at the end of the examination period or internship, where applicable, and no later than September 30th of the following year.

ARTICLE 5: NATURE OF THE LOAN

The Equipment is loaned to the Borrower free of charge.

In consideration of the loan, **the Borrower shall use the Equipment diligently and solely for educational continuity purposes** in order to pursue their studies, in accordance with applicable laws and regulations. The Borrower undertakes to check their institutional email account (e.g. prenom.nom@etu.univ-grenoble-alpes.fr) regularly in order to respond promptly to requests and information from UGA.

ARTICLE 6: BORROWER’S OBLIGATIONS

The Borrower undertakes to use the Equipment solely for the purpose of pursuing their studies, excluding any commercial or industrial activities.

The Borrower undertakes to take all necessary measures for the proper use and maintenance of the Equipment throughout the loan period. For example, the Borrower must not spill liquids or food on the keyboard. The Borrower must also keep the stickers installed on the laptop and must not add any others.

The Borrower undertakes to use the Equipment reasonably, in accordance with its intended purpose and applicable regulations, with due care, and to comply with the use and safety instructions established by regulations and manufacturers.

The Borrower undertakes to use the Equipment under normal conditions, with the care and precautions necessary to keep the Equipment, its accessories and its software in perfect working order.

In particular, the Borrower undertakes not to expose the Equipment to unsuitable conditions, including temperature, humidity, shocks, exposure to sunlight, dust, sand or other adverse conditions. Likewise, the Borrower undertakes not to use the Equipment to visit unlawful websites or to download content likely to infect the Equipment with computer viruses.

The Borrower shall not modify, alter or transform the Equipment in any way. The Borrower undertakes not to carry out any intervention on the Equipment, even in the event of a malfunction (see Article 12).

The Borrower waives any claim against UGA in the event of a malfunction of the Equipment.

The Borrower also undertakes not to grant any rights in the Equipment to third parties and consequently undertakes not to lend, rent, transfer or otherwise make the Equipment available, even free of charge, to any third party.

ARTICLE 7: INTELLECTUAL PROPERTY

The Borrower is solely responsible for their use of the content and access provided by the Equipment. The Borrower undertakes to comply with applicable laws, in particular copyright law.

Where the loaned Equipment permits, UGA/the relevant component may, upon request, make specific content, e-books, applications or other materials available to the Borrower. Such content may only be used on the Equipment and may be subject to specific licensing conditions. The Borrower is informed of these conditions and undertakes to comply with them.

ARTICLE 8: IT CHARTER

UGA's Information System Use Charter is signed by each user at the beginning of the academic year and is available online on the digital services portal.

ARTICLE 9: RESPONSIBILITY FOR PERSONAL CONTENT

UGA does not guarantee against the consequences of any software or hardware failure of the Equipment. Furthermore, when the Equipment is returned, it is restored to its original state, which results in the deletion of all content stored on the Equipment.

The Borrower must therefore ensure, by any appropriate means, that sensitive data is backed up regularly and that no important documents remain on the Equipment when it is returned.

UGA accepts no responsibility for data backup, including paid content that the Borrower may have acquired during the loan period.

ARTICLE 10: MODALITIES OF RESTITUTION

In Grenoble, the restitution takes place during the office hours of the "Etupret?" service located at MUSE or directly with ICampus. In Valence, it is done at the Valence Students' House.

After the physical and operational condition of the Equipment has been checked, **a return report is drawn up and a return certificate is sent to the student by email.**

ARTICLE 11 : DELAY

Any delay of more than one month, without valid justification and/or without the Borrower having contacted or responded to UGA, will be treated as a loss until the Equipment is returned or fully reimbursed, on the basis of the invoice issued in accordance with Article 13.

ARTICLE 12: MALFUNCTION

In the event of a breakdown during the loan period, the Borrower undertakes to contact the "Loan Study" service. from the DVE (dve-etupret@univ-grenoble-alpes.fr) and to bring back the Material during an Etude permanence. Hardware failures normally covered by the Hardware warranty are the only ones likely to release the Borrower from liability. In all other cases, the Borrower will be considered to have damaged the Equipment. Returning the Equipment due to a malfunction terminates the loan. Subject to availability, UGA will make every effort to provide replacement Equipment.

ARTICLE 13: LOSS, THEFT OR ACCIDENTAL DESTRUCTION

Any loss, theft or accidental destruction must be reported immediately to the DVE.

For the theft, a copy of the complaint submission must be forwarded to the DVE. For accidental loss or destruction, the Borrower forwards a sworn statement to the DVE. These documents are sent to the following address: dve-etupret@univ-grenoble-alpes.fr.

In the event of loss, theft or accidental destruction of the Equipment, the Joint Documentation Service will issue the user an invoice equal to the purchase value of the Equipment.

The Borrower is solely responsible towards UGA and expressly undertakes to fully reimburse the Equipment on the basis of this invoice.

ARTICLE 14: DAMAGE OR FAILURE TO RETURN

The Borrower is fully responsible for returning the Equipment in good condition. Any damage rendering the Equipment unusable or significantly limiting its use, whether hardware- or software-related, will be recorded in writing upon return, followed by the issuance of an invoice corresponding to the cost of repairs if the damage is attributable to a lack of care on the part of the Borrower.

Failure to return the Equipment will result in the issuance of an invoice corresponding to the purchase value of the Equipment.

In the event of refusal to return the Equipment, the Borrower may be subject to sanctions. UGA reserves the right to initiate administrative and/or legal proceedings against the Borrower.

ARTICLE 15: INSURANCE

From the date on which the Equipment is taken into the Borrower's custody until its return to UGA, custody of the Equipment is transferred to the Borrower, who is consequently responsible, under ordinary legal rules, for any loss, theft and/or damage.

Accordingly, the Borrower may take out insurance (civil liability and/or household insurance) capable of covering the value of the loaned Equipment.

Under no circumstances may the absence of insurance or a refusal of coverage be invoked against UGA.

ARTICLE 16: TERMINATION

UGA may terminate the loan as of right if the Borrower fails to comply with one or more obligations arising from this Charter.

In the event of failure to comply with one or more contractual obligations, or if it appears that the Equipment has been used for purposes other than those covered by the loan, UGA will consider that the Borrower has failed to fulfil their obligations.

The Borrower will be considered as not eligible again for this arrangement and must return the Equipment as soon as possible or the provisions set out in Article 14 " Damage or Failure to Return" will apply.

Furthermore, in the event of a change in ownership of the IT equipment fleet (outsourcing of the scheme), UGA reserves the right to terminate the agreement unilaterally. The Borrower then undertakes to return the Equipment within 15 days following notice of termination. UGA undertakes to offer the Borrower a similar or more advantageous loan arrangement (with higher-quality equipment) in exchange.

ARTICLE 17 : GENERAL REGULATION ON DATA PROTECTION (RGPD)

Université Grenoble Alpes processes the Borrower's personal data (surname, first name, telephone number and field of study) as part of the computer loan service. The legal basis for this processing is the performance of a task carried out in the public interest. This data is retained for six months from the return of the Equipment and is then anonymized for statistical purposes. It is accessible only to authorized staff of the Student Life Department (DVE).

The Borrower has the right to access, rectify and erase their data, and to restrict its processing. To exercise these rights or for any question concerning the processing of their data under this scheme, the Borrower may contact the DVE at dve-etupret@univ-grenoble-alpes.fr or the Data Protection Officer at dpo@univ-grenoble-alpes.fr.

If the Borrower considers, after contacting the UGA services, that his "Data Protection" rights are not being respected, he may file a complaint with the CNIL.

ARTICLE 18: APPLICABLE LAW – DISPUTES

This Charter is governed by, interpreted in accordance with, and subject to French law.

In the event of any difficulty concerning the interpretation, performance and/or validity of this Charter, UGA and the Borrower shall seek to resolve their dispute amicably within two (2) months from the date on which it arises. If the disagreement persists, the dispute shall be submitted to the competent French courts.