



Free loan for use agreement of University's notebook (Articles 1803 et. following of the Italian civil code)

Please note that this is a courtesy translation, the only legally binding version is the Italian version

The University of Trento, having its registered office in via Calepina, 14 - 38122 Trento, Fiscal code and VAT code 00340520220, herein represented by dr. _____, domiciled for this purpose in Trento, who is acting in his capacity as Head of ____ (hereinafter referred to as UniTrento);

LEND ON FREE LOAN FOR USE

To student

SURNAME, NAME, Fiscal code, MATRICULATION NUMBER (hereinafter referred to as 'the student')

the following goods (hereinafter, including the accessories, referred to only as 'the device')

From delivery until the UniTrento's degree is awarded, after annual verification of requirements (*or a different date, minimum 90 days of use*)

By signing the present agreement, the student declares to receive the sub mentioned device and accepts to undertake the following terms of use and conditions.

1. OBJECT AND PURPOSE OF THE AGREEMENT

UniTrento lends a free loan for use to the student, who accepts the device as identified at the time of delivery, so that he/she can use it for the purposes described below and for the duration described in following Article 3.

The student is obliged to use the device solely and exclusively related to teaching and educational activities, in compliance with civil and criminal laws, in particular with regard to computer crimes.

It is strictly forbidden to access websites with contents which may be against the law, the public order and/or laws concerning public security. It is also severely forbidden to use/upload and/or download softwares, apps and documents or any other material in violation of the law nor any materials not consistent with the activities connected with teaching and educational purposes.

2. STUDENT'S OBLIGATIONS

The device is delivered free of defects e suitable for the function described at art. 1.

The student therefore undertakes to:



- immediately report to UniTrento any defects relating to the delivery conditions of the device or any malfunctioning of the same
- adopt any conservation and precautionary measures for the safekeeping of the device for which he/she is the custodian, using care, prudence and caution in its use, as well as taking all precautions for individual safety from the time it is received until its return
- not to use the loaned device for any purpose other than the permitted one. Use of the device is strictly personal and any transfer is expressly forbidden.

The student assumes all civil and criminal liability for improper use of the device, for unauthorised use even by third parties, as well as for any damage caused to third parties or resulting from the use of the device.

The student indemnifies UniTrento from any responsibility in the use of the device; for the entire time of validity of the loan agreement he/she is totally and exclusively responsible for the use of the device and any software installed.

According to art. 1804 of the Italian civil code, in case of unfulfillment of the obligations set in this clause, UniTrento is authorised to request the immediate return of the device, without prejudice to its right to compensation for damages.

3. DURATION OF THE AGREEMENT

Except for exceptionally motivated hypothesis, every student may benefit of the loan with the minimum duration of 90 days from the date of delivery of the device and only until the UniTrento's degree is awarded (no later than the first year out of course) and subject to annual verification that the requirements have been maintained.

If the requisites are no longer satisfied, the agreement is to be considered immediately terminated and the student must return the device.

The student will be informed of the lack of requisites with a communication via institutional mail account.

4. WITHDRAWAL AND TERMINATION OF THE AGREEMENT

The loan should be considered automatically revoked in case of withdrawal, transfer, achievement of the degree and in any other case of termination of student's active enrolment requirement at UniTrento which may intervene prior to expiry of the deadline indicated in art. 3.

In case of withdrawal, the student undertakes to return the device within the terms of the following art. 5.

The restitution of the device is a necessary condition for the conclusion of the procedure of interruption of the career at UniTrento.

The student is also informed that in case of lack of any of the requisites required by the annual notice, he/she must return the device in accordance with the procedures which will be indicated in the service website page. UniTrento reserves the right to send further communication to the institutional mailbox.

5. RETURN OF THE GOOD

The device on gratuitous loan for use shall be given back in the same condition in which it was at the moment of the handover to the student, except for the normal deterioration given to the normal use and age.



The student must return the device at the end of the loan agreement without any personal data and complete with accessories according to the times and procedures that will be communicated on the website information page of the service; the University reserves the right to send further communication via the institutional mailbox.

The student is aware that in the event of withdrawal and/or termination of the agreement for any reason, including the award of the degree, he/she must return the device and all accessories within 5 working days from the date of award of the degree and/or termination of relations with UniTrento in accordance with the procedures which will be communicated on the website page of the service. In the event of delays or failure to return the device, the penalties referred to in Art. 7 shall be applied.

UniTrento formally certifies that the device has been returned, after verifying its integrity and completeness.

6. ASSISTANCE, THEFT OR LOSS

The University assumes no responsibility for damage, loss, deterioration, breakage, or theft due to the carelessness of the student, who shall be financially liable for them, paying the equivalent of the value of the device, as well as in the case of failure to return the item.

No assistance is provided in the event of breakage due to carelessness or neglect of the device.

No technical assistance is provided for the configuration and use of the device after the delivery.

In the event of theft or loss of the device received on loan, the student is required to notify UniTrento within 48 hours in writing, enclosing a certified copy of the report to the competent authorities, specifying the dynamics of the event and that the device has been granted on gratuitous loan for use by the University. The device will not be replaced and the student must pay the equivalent of the value of the device, according to the amounts defined in article 7 below.

7. VALUE OF THE GOOD AND PENALTIES

Each student is required, under every circumstance, to return the device he/she has been entrusted with, complete with any accessories, in the state in which it was delivered, subject to normal detriments due to usage and age.

In the event of return within 10 working days over the deadlines set in Art. 5, the student incurs in a "late" penalty payment of € 100,00. In the event of a delay of more than 10 working days with respect to the deadlines referred to in Article 5, the student shall be liable to pay a penalty equal to the value of the not returned device, in accordance with the amounts indicated in the table below.

If the device is returned damaged, the student must pay a penalty equal to the value of the device, according to the amounts indicated in the table below.

UniTrento will activate the career block in Esse3 until the device is returned and the penalty fee collected. If the student does not pay the penalty fee and/or does not return the device within 30 days from the sending of the bulletin, UniTrento reserves the right to activate the legal procedures foreseen by the regulations in force.

Payment of penalties will be made through PagoPA according to the procedures that will be indicated to the student at his/her institutional email address.



Device type	Year of device return	Penalty fee
Notebook Lenovo Thinkpad X1	2023	€ 465,00
	2024	€ 279,00
	2025 and following	€ 200,00
Notebook HP ProBook 430 G8 i5-1135G7	2023	€ 568,40
	2024	€ 406,00
	2025	€ 243,60
	2026 and following	€ 200,00
Late return penalty fee	- - -	€ 100,00

8. JURISDICTION

Any dispute or litigation concerning rights, obligations, interpretation and execution which may arise from this agreement shall be settled by the Tribunale of Trento.

9. EXPENSES

The present agreement is subjected to registration only in case of use according to DPR n. 131 of 26/4/1986. In this hypothesis, the registration costs are borne by the party concerned, as are the costs of stamp duty.

10. COMMUNICATIONS

Every communication between students and UniTrento related to the present agreement shall be made via the institutional mail (name.surname@studenti.unitn.it).

Place and date _____

Student's signature _____

The Head of _____

Dr. _____

(Digitally signed)

Pursuant to and for the purposes of artt. 1341 and 1342 of the Italian civil code, the student declares that he/she has read this agreement t carefully and specifically approves the agreements contained in the articles:

2. obligations of the student;
4. withdrawal and termination of the agreement;
6. assistance, theft or loss;
7. value of the goods and penalties

Place and date: _____

Student's signature for specific acceptance of the sub mentioned clauses: _____