

# Poséidon (PSDN) general hardware loan conditions

## **ARTICLE 1 – Object**

The current general conditions ("General loan conditions") define the conditions in relation to the loan of hardware by the Poséidon service (PSDN) from the *Ecole Polytechnique Fédérale de Lausanne* ("EPFL").

## **ARTICLE 2 – Hardware on loan**

EPFL provides the Borrower, free of charge, the hardware as described in the confirmation e-mail, and in the form laid down by these general loan conditions ("Hardware on loan").

A loan request is created for each hardware loan using EPFL's support services management software of (it.epfl.ch). The request details the hardware type, any accessories, loan period, as well as the date and time of loan and return. It is drafted by EPFL, and the Borrower immediately receives a copy by e-mail. The Borrower is responsible for verifying the accuracy of the loan request before taking away the hardware.

## **ARTICLE 3 – Individual loan**

Individual loans are reserved for students of the participating schools, as defined on the website <http://poseidon.epfl.ch>, as well as EPFL staff and PhD students ("Individual Loan").

For Individual Loans, the Borrower must present a CAMIPRO card or personal identification (ID card, passport, driving license or residence permit) and provide his or her EPFL e-mail address.

Portable PCs borrowed from the Rolex Learning Center can only be used within the Center and must be returned the same day. In the case of a replacement PC (for the period of repair of the Borrower's laptop), the hardware on loan must be returned within three days after the Borrower is notified of the return of the device. For other hardware, the loan period is three days maximum.

## **ARTICLE 4 – Group loans**

Hardware can be loaned to associations or groups of people working together as part of a project on the EPFL site ("Group Lending"). Group loans are intended for *ad hoc* requirements in the context of special events.

The Borrower must have legal status. In the case of a legal person, EPFL can require that the Borrower also designate a natural person having joint responsibility. The Borrower must present a valid CAMIPRO card or personal identification (ID card, passport, driving license or residence permit) and provide his or her EPFL e-mail address or, failing that, another valid e-mail address.

## **ARTICLE 5 – Conditions of use**

The Borrower accepts responsibility for the use of the loan hardware for personal use only, and in accordance with the Directive on the Use of EPFL Electronic Infrastructure (LEX 6.1.4).

In case of group loans, the Borrower commits to the exclusive use of the loan hardware as part of, and in the context of, the event for which the hardware has been loaned. The Borrower is responsible for any use of the hardware by third parties, as well as alerting them to the Directive on the Use of EPFL Electronic Infrastructure (LEX 6.1.4).

## **ARTICLE 6 – EPFL's rights and liability exclusion**

EPFL does not guarantee the availability of hardware, and can refuse a loan request at any time, without justification. EPFL can also request a deposit, or require the immediate and early return of the hardware.

As the offer is free of charge, the loaned hardware is lent as such and EPFL does not guarantee in any way its proper functioning or its fitness for the Borrower's needs. EPFL accepts no responsibility for any damage, direct or indirect, that may result from defects, or even correct use, of the hardware on loan, including loss of data (either the Borrower's data or third party data).

## **ARTICLE 7 – Liability of the Borrower and guarantees**

The Borrower is solely responsible for the use of the loan hardware and its consequences.

The Borrower commits to using the loan hardware in a lawful manner, according to the current General Loan Conditions, and according to any directives or instructions issued by EPFL or the manufacturer. He or she also undertakes not to make any physical modifications (modification of the hardware configuration, addition of components, etc.) nor software modifications (settings, password, etc.) to the loaned hardware. Software installation is only allowed under the condition that the Borrower benefit from the required license and commit to uninstalling the software before returning the hardware.

Should the Borrower identify any defect in the loan hardware, he or she must immediately return the hardware to EPFL, precisely describing the identified defect.

In case of deterioration of the loaned hardware, the Borrower is responsible for compensating EPFL for the repair cost. The Borrower can, in turn, assert his/her rights with his/her insurer. In case of loss or theft of the loan hardware, the Borrower is responsible for reimbursing EPFL the purchase price if the hardware has been bought in the last 12 months, or the replacement value in other cases. We reserve the right to charge for additional damage.

**ARTICLE 8 – Return**

The Borrower is required to return the loaned hardware to the Poséidon Helpdesk from where it was loaned, by the date mentioned in the confirmation e-mail, and in the same condition as it was when loaned. EPFL have three working days within which to report any defect or damage, obvious or concealed.

The Borrower is required to retrieve and erase all data, including personal data, which he or she might have entered or saved in the loan hardware. In any event, the Borrower authorizes EPFL to erase any data still in the hardware loan after its return.

The Borrower guarantees EPFL, and will fully indemnify it in case of damage or third-party claims, that the hardware on loan has never been used illegally or in violation of EPFL directives or intellectual property rights (including copyright), or any other rights of a third party.

If the borrowed hardware is not returned within the due date, a reminder will be sent to the borrower's e-mail address. The e-mail address will be the one provided by the Borrower's school. Should the Borrower fail to answer those reminder e-mails within three working days, EPFL reserves the right to consider the hardware as stolen. In this case, the Borrower agrees that EPFL's disciplinary authority may be referred to in accordance with the disciplinary regulations in force for students. PSDN also reserves the right to take actions before the competent civilian and/or criminal authorities.

In case of undue delay, the EPFL reserves the right to deny the borrower's access to this service in the future.

In case of disagreement or dispute, the French version of this document applies.

With his/her signature, the Borrower hereby confirms to have read the current General Conditions and to have accepted them without reservation, as well as their application to any loan made by the Borrower with effect from the date of signature.

Surname: \_\_\_\_\_

E-mail: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Place: Lausanne

Signature: \_\_\_\_\_