

NUMBER: New Policy
SECTION: Information Technology & Services
SUBJECT: Information Technology & Services Loaner Equipment Checkout Policy
DATE: August 6, 2012
Policy for: USC Upstate Campus
Authorized by: Luke VanWingerden
Issued by: Thomas Moore

I. Policy


The following policy will govern the checkout of Equipment from the ITS Help Desk and ITS Media Services

- A. Equipment refers to projectors, cameras, computers, tablets, screens, and other AV and technology equipment.
- B. User refers to all of the following, Students, Faculty and Staff.
- C. Equipment is available for checkout and return during normal Help Desk business hours. See www.uscupstate.edu/its for normal Help Desk business hours.
- D. Equipment will be checked out on a first come first served basis, as available or as reserved.
- E. Laptops and Tablets may be checked out for a period of 1 week (7 days).
 - 1. Faculty and Staff may request the laptop or tablet for additional time
- F. All other equipment may be checked out for two days, however equipment checked out on a Thursday will be due back on Monday.
 - 1. Faculty and Staff may request the equipment for additional time
- G. Equipment will be checked out using the Resource Manager check out software.
- H. Users will be notified, at the time of checkout, the due date as well as the accompanying fines if the equipment is not returned by the due date.
 - 1. Upon checkout a notification email will be sent to the requestors USC Upstate email address which will include the date, time, serial number, policy and due date of the equipment that is being checked out in an email
- I. Fines and overdue Equipment:
 - a. Equipment not returned on or by the end of business on the due date will be assessed a \$5 fine for every University business day the equipment is late
 - b. Fines will not be assessed for days the University is closed which includes weekends and holidays
 - c. The maximum overdue fine will not exceed \$100
 - d. Equipment not returned within 30 calendar days of the due date:

- i. Students who do not return equipment within 30 calendar days will be placed on the resource ban list which will not permit the student to check out ITS equipment for the remainder of that academic year and a hold will be placed on their student account until the \$100 fine is paid.
 - 1. Following each academic year all students who have been placed on the ban list will be removed and a note will be placed on the record in the resource manager to document the prior ban
 - 2. If a student who has been banned during a previous academic year repeats the same offense, they will receive a permanent ban and will not be able to check out equipment again and a hold will be placed on their student account until the \$100 fine is paid.
 - ii. Equipment will also be deemed as stolen and a certified letter will be mailed to the student, at the permanent address on file with the University, requesting the return of the equipment.
 - 1. If the equipment hasn't been returned within one week after sending the certified letter, a police report will be opened with USC Upstate Campus Police and the student may be held liable.
 - 2. Prior to a student leaving the Help Desk or Media Services after returning overdue equipment, they will be informed of the fine amount and the fine will be applied in the resource manager check out software.
 - 3. Under no circumstance will a student with an outstanding fine balance be permitted to check-out equipment.
 - 4. At the end of each semester ITS will work with Student Accounts to apply any un-paid fines to the appropriate student accounts.
- J. Students must agree to and sign the electronic agreement form prior to receiving the equipment
- K. Returned Equipment will be inspected and any damage will be noted at the time of return prior to the user leaving the Help Desk or Media Services.
- L. Any damage will be noted, documented and the user will be fined for the damage as covered in the agreement (see [Addendum 1](#)).
- M. Students who wish to appeal fines should notify Media Services or Help Desk personnel immediately upon returning the equipment and a formal appeal will be noted on the fine.
 - 1. The Director of Client Services, the Director of Media Services or an assigned designee will review the appeal request and make a decision within one business day of the appeal being reported.
 - 2. Failure of ITS personnel to take action within one business day of receiving the appeal will result in automatic forgiveness of the fine.
- N. Laptops will have a Windows operating system installed with a current version of Microsoft Office.
 - 1. Student Equipment will contain deep freeze to prevent the computer from getting viruses and will not allow students to save private data.
 - 2. USC Upstate ITS is not responsible for lost or deleted data.
 - 3. Faculty and Staff Equipment will be joined to the USC Upstate domain so a valid, active USC Upstate username and password will be required for computer usage.

II. Addendum 1

UPSTATE






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Information Technology & Services


Student Checkout Agreement

Student Information

<i>Student Username</i>	<input style="width: 95%;" type="text" value=""/>	*	 
<i>Today's Date</i>	<input style="width: 95%;" type="text" value="11/15/2013"/>		
<i>Phone Number</i>	<input style="width: 95%;" type="text" value=""/>	*	

Device(s) Information

Device Type	Device
<input style="width: 95%;" type="text" value=""/>	<input style="width: 95%;" type="text" value=""/>

 Insert item

Student Agreement

Loan Period

Equipment may be checked out for 7 days .

Late Fee Schedule:

Equipment is deemed late if they are returned after close of business on the due date. The loan period is 7 days . Fines will begin being assessed after the rental agreement period has passed, weekend days do NOT count as business days for the purpose of calculating return fines.

- \$5 per University business day up to a maximum of \$100
- Equipment not returned within 30 calendar days of the due date will be deemed as stolen and a police report will be opened with USC Upstate Campus Police and the student may be held liable
- Checkouts will not be approved for any student that carries a fine balance
- Any balance owed at the end of each semester will be sent to Student Affairs to be added to the students account for collection
- Any User with an outstanding late fee balance will not be able to check out a Equipment until the late fee for the User is paid.

Student Agreement:

The following Equipment Agreement (Agreement) is made by and between University of South Carolina Upstate, Spartanburg, SC hereafter referred to as Upstate and User

WHEREAS: In the interests of furthering the educational goals of Upstate and the User, Upstate will make available a limited pool of Equipment for check out for 7 days , by the User for academic utilization. Each time User checks out Equipment he/she must show an Upstate ID card and accept the terms of this agreement.

THEREFORE: The User agrees to the following terms of use.

1. DESCRIPTION OF EQUIPMENT: The user will be provided with working Equipment covered by the terms of this agreement.
2. CARE OF EQUIPMENT: It is agreed and understood that the User will exercise all due and responsible care in the handling and use of said Equipment and agrees to voluntarily return the Equipment in good condition upon the end of check out term or User separation from Upstate. Upstate accepts and acknowledges the reasonable and normal wear and depreciation in value of the Equipment.
 - a. The Users negligent use or misuse causes damage to the Equipment
 - b. The damage to the Equipment is intentional
 - c. The damage, depreciation, or wear and tear is outside the terms of this agreement

By accepting this agreement and acknowledging the receipt of the Equipment, the User accepts full responsibility for all expenses due to damages, repairs, and or loss as defined by the Agreement and authorizes Upstate to charge the Users student account for such expenses.

1. LOST OR STOLEN Equipment: In cases where the Equipment is lost or s stolen, USER will be required to report the incident to UPSTATE UNIVERSITY POLICE DEPARTMENT (864-503-5911) and UPSTATE HELP DESK (864-503-5257) In addition, if the incident occurs off campus, the User will be required to file a police report with the appropriate law enforcement agency. Any reporting must be completed within 48 hours of the time the Equipment is lost or stolen. The student account will be charged for the cost of replacement Equipment if the Equipment is deemed as lost or stolen.
2. Repairs-Warranty/Non-Warranty: If Equipment is brought back to the USC Upstate Help Desk or Media Services needing repairs and is under warranty the repair will be done free of charge. If the repair is a non-warranty repair the User will be assessed the cost of parts to complete the repair of the Equipment, up to a maximum of the replacement cost of the Equipment per incident.
3. License agreements: Upstate is the sole owner of the software included with the Equipment. Any copying, modification, merging or distributing software by the User, including written documentation is prohibited. User is prohibited from installing or operating any unlicensed software on Upstate owned devices.
4. Rules of Equipment operation: The user will act responsibly in order to protect the integrity of the Upstate computer network and the privacy of other users. User accounts are for individual use only. Under no circumstances should a User share password(s) or network access with anyone. User will acknowledge that the other accounts on the network are the private space of those individuals and their files are their personal property.
5. Delivery and acceptance: User agrees hereby to acknowledge receipt of the Equipment and software in good condition and working order and verifies the correctness of the serial number and Equipment bag contents. The Equipment must be returned to Upstate within 7 days . Each business day past the due date will result in a \$5 fee per business day up to a maximum of \$100 per checkout. Upstate reserves the right to revoke Users checkout privileges indefinitely and at any time.
6. Termination of Agreement: Termination of the agreement shall occur automatically under the following:
 - a. The User is no longer eligible for the checkout program
 - b. Anytime the User becomes separated from Upstate
 - c. Breach of the rules of the Agreement or other Upstate policies. Upon such termination, User shall return the Equipment immediately.
7. Notice of Upstate rights: The User has no ownership, interest in, and no right to title in the Equipment. Upstate is the equitable owner of the Equipment and as such will enforce its rights vigorously through all means, both civil and criminal. Users who deny Upstate ownership rights will also be pursued through civil action for collection. Notice of these civil and criminal remedies will be sent to any User in violation of this agreement prior to any action being taken
8. Indemnification User: agrees to reimburse and hold Upstate harmless from and against any and all liabilities, cost damages (including attorney fees), which arise out of or relate in any way the use or misuse of the Equipment or software by Users or others.

9. Students who wish to appeal fines should notify Media Services or Help Desk personnel immediately upon returning the equipment and a formal appeal will be noted on the fine. The Director of Client Services, the Director of Media Services or an assigned designee will review the appeal request and make a decision within one business day of the appeal and notify the student.
10. The computer you are checking out has software installed that will erase all of your data once the computer is restarted. Please save all data to an external storage device. USC Upstate and USC Upstate ITS are not responsible for lost data and your data will not be recoverable.

As of April 1st 2013, ITS will no longer accept cash as payments for late fees. Students will need to pay fines using their Carolina Card.

By entering my full name and date below, I understand that this constitutes an electronic signature and is the legally binding equivalent of my handwritten signature, as stated by the Millennium Digital Commerce Act, H.R. 1320. By using my electronic signature below, I acknowledge that I have read and understand the statements contained herein.

Signature: **X** _____ Date **2013-11-20** _____

Digitally signed on _____ by _____