



Hawaii Medical College Student Computer Usage Program 2019-2020

Student Technology Fee & Computer Contract Agreement

The undersigned (“Student”) confirms receipt of the computer and software (“Computer”, “Components”) from the Hawaii Medical College Information Technology (“HMCIT”) department to be used in accordance with the educational and task requirements necessary to successfully complete their program of study.

1. All rules and regulations as set for by Hawaii Medical College concerning usage of the computer system and its components shall be followed strictly by the student.
2. The computer will remain in the state it was in when delivered to the student. This applies both to the exterior condition of the computer, its components, and the information technology installed software suite. Should the computer be damaged, stolen or lost while in the student’s possession then the student will be responsible for all repair costs up to and including replacement of the computer system and any components supplied to the student at the time the computer was transferred to their possession for usage.
3. Information Technology will perform all necessary modifications to the computer prior to being issued to the student. Hawaii Medical College Information Technology (a.k.a., HMCIT) department must approve any and all changes to the hardware and software prior to the transfer of the computer to the student after the student graduates from their program and satisfies any and all debts owed to Hawaii Medical College.
4. The Hawaii Medical College Technology Fee of \$650.00 was implemented to ensure the college stays consistent with the changing demands of today’s digital learning environment. The fee ensures the college can sufficiently and proactively provide for the ongoing maintenance and necessary upgrades that affect a student’s interaction with technology that directly impact their on-campus and distance learning experience. These activities include but aren’t limited to software and hardware maintenance and upgrades, campus-wide wireless networks, information technology support services, software licensing, and computer network security concerns.
5. The student is completely responsible in the event the computer is lost, stolen or damaged. The student assumes the full responsibility regarding the computer system and its components and guarantees the system will remain in the condition it was when first issued to the student by HMCIT. The computer comes with a 2-year warranty from Microsoft that does not cover theft or loss.



6. The computer warranty is supplied solely through Microsoft and HMCIT neither assumes or provides a warranty for the computer or any components supplied with said computer at the time of transfer from HMCIT to the student.
7. It is the student's responsibility to ensure all files and programs used on the computer are legally obtained and must be licensed through the software/hardware provider. Furthermore, it is the student's responsibility to adhere to all relevant applicable licenses and regulations in accordance with the usage of the computer and its components.
8. The student is responsible for any and all data on the computer issued to them by HMCIT. This is completely inclusive of all programs installed by the HMCIT department prior to student issuance. The HMCIT department is not responsible for the backup of any data on the student's computer and will not retain any backups of any data pertaining to a student computer. The HMCIT will provide an original image of the system software at the time computer was issued to the student. This original image will not consist of any data the student placed on the computer after the computer left the possession of the HMCIT.
9. The student agrees that they will not sell, lease, lend, or destroy the computer while it is in the possession of the student and while they are enrolled as a full-time student at Hawaii Medical College. Until ownership of said computer is transferred to the student upon graduation and including fulfillment of any outstanding costs owned from their program the computer system remains the property solely of Hawaii Medical College.
10. When the student graduates from their program of study computer ownership will be transferred to the student in its entirety. All amounts owed to Hawaii Medical College must also be paid in full prior to transfer of computer ownership to the student. All applicable licensing will also be transferred. When the student meets these requirements and the computer system is transferred to student ownership then this agreement is completed and therefore becomes null and void in its entirety.
11. Should the student cease to attend Hawaii Medical College full time and/or change status to a Leave of Absence, Withdrawal or any other status change that reduces a student's attendance to less than full-time will within ten (10) working days of change or termination return the computer and its components in their original condition and in working order to HMCIT. If the student does not return the equipment to HMCIT within ten (10) working days, the student will be considered in default of this agreement. Should the student surpass the ten (10) day time period the student is still under obligation to return the computer and components to HMCIT and will be charged a \$100.00 processing fee. Should the student not return the computer and its components within fifteen (15) days the student's account will be turned over to legal collections to recover costs and damages brought by violation of this agreement. In the event legal collection is required the student will also pay all costs incurred by HMCIT in the collection of the debt in violation of this agreement up to and including all court costs and fees.



12. Should the student default on any of the conditions in this agreement while the computer is the responsibility of the student prior to ownership transfer at graduation including the fulfillment of all owned monies the student will immediately surrender the computer and all associative equipment provided to the student at the time the student was given the equipment by the HMCIT department. The HMCIT has the legal and reasonable right to seize the computer system and any and all included components and recover all costs associated with the seizure including attorney's fees incurred.

13. The student and HMCIT agree to abide by the laws of the State of Hawaii and that this agreement falls under the jurisdiction of the State of Hawaii.

14. By signing this agreement both HMCIT and the student are legally bound to the provisions within this agreement.

Student Name (Printed)

Student Name (Signature)

Date of Signing