

MPA Portable Device Loan Agreement

THIS AGREEMENT is made on the day of 20.....

PARTIES	
Lender	The Monash Postgraduate Association Inc. (ABN 86 800 958 958) , an association incorporated pursuant to the <i>Associations Incorporations Reform Act 2012</i> is a representative association for Monash University (Australian campuses) enrolled postgraduate students.
Borrower	Enrolled postgraduate student as named in Schedule 1
DETAILS	
Effective Date	The date this Agreement is signed by both parties
Disclosed Information	The Monash University Student Identity Card details of the borrower
Purpose	To allow access to portable devices for postgraduate students who are unable to otherwise access similar devices.

BACKGROUND

MPA has a limited number of portable devices available at MPA offices (Clayton and Caulfield campuses) which postgraduate students are able to borrow.

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

Confidential Information includes disclosed information and includes personal details found on a student's Monash University identity card.

Incident Report means a verbal or written report in accordance with schedule 5 setting out:

- (a) Loss of a portable device;
- (b) Destruction of a portable device;
- (c) Reasons for or cause of loss or damage to a portable device;
- (d) Actions taken to redress the loss of or damage to the portable device;
- (e) Details of any preventative measures taken to mitigate the risk of loss or damage to a portable device.

Loan period means a period not exceeding four (4) continuous hours;

MPA means the Monash Postgraduate Association Inc.

Personal Information means confidential and disclosed information;

Portable Device is a wholly owned MPA portable computer or a similar device;

Portable Device for Loan means a portable device as may be available from time to time;

Purpose includes security for the return of a portable device;

Permitted use includes study and research use;

Unauthorised use means any improper or prohibited use contrary to any law, Monash University policy or procedure or the MPA Constitution, regulation or policy.

2. LENDER OBLIGATIONS

2.1. The Lender must:

- (a) keep and maintain the portable device in good working order;
- (b) treat as confidential the borrower's Personal Information;
- (c) use the Confidential Information only for the Purpose;
- (d) have Portable Devices available for loan at the locations described in *Schedule 2* of this Agreement;
- (e) have Portable Devices for Loan available for loan during the hours described in *Schedule 3* of this Agreement;
- (f) maintain records and file Incident Reports following any loss/damage to the Portable Device.

3. BORROWER OBLIGATIONS

3.1. The borrower must:

- (a) be a currently enrolled Monash University postgraduate student;
- (b) maintain effective security measures to protect the Portable Device;
- (c) in the event of damage to the Portable Device notify the MPA office staff immediately and prepare an Incident Report;
- (d) use the Portable Device for permitted use only;
- (e) not use the Portable Device for any Unauthorised use;
- (f) return Portable Devices no later than the Portable Device return-hours described in *Schedule 4* of this Agreement;

- (g) leave or allow to be copied, their identity card at the MPA office, as security to borrow a Portable Device;
- (h) not attempt to make any repairs or alterations to the Portable Device;
- (i) not remove any software, hardware or uninstall/tamper with security measures;
- (j) not give or lend the Portable Device for the use of and by any other student or person;
- (k) borrow a maximum of one (1) Portable Device at a time for a Loan Period;
- (l) return the Portable Device to the MPA office in its original condition at the conclusion of the Loan Period;
- (m) must not hold the Portable Device overnight;
- (n) in the event of loss or damage to a Portable Device the subject matter of this Agreement, the Borrower, will be liable to pay for repair or replacement costs but in any event not exceeding \$500.

4. Indemnity

- 4.1. The Lender shall indemnify the Borrower, its related entities, officers, directors and employees from and against any and all claims, losses, liabilities, damages, settlements, expenses, and costs (including legal costs on a solicitor and own client basis) that arise out of or relate to any breach by the Borrower of this Agreement or by any third party of the obligations it undertakes under this Agreement.

5. General

- 5.1. Nothing in this Agreement is intended to create a partnership, joint venture or agency relationship between the Parties.
- 5.2. The Borrower acknowledges that the Lender owns the Portable Device.
- 5.3. The Borrower acknowledges that the Lender only has a limited number of Portable Devices for Loan.
- 5.4. The Borrower may apply for the loan of the same or another Portable Device at the conclusion of the Loan Period. In the event there are free Portable Devices available and if there are no subsequent bookings, the Lender may extend the student's booking if required for a further Loan Period or part of a Loan Period but not overnight.
- 5.5. A Borrower must not assign his or her rights or obligations under this Agreement.
- 5.6. This Agreement contains the entire understanding between the Parties with regard to the subject matter of this Agreement.

EXECUTED as an Agreement

SIGNED by The **LENDER** the **MONASH POSTGRADUATE ASSOCIATION INC.**

.....

(signature of Lender authorised officer) *(date)*

SIGNED by the **BORROWER, [PRINT NAME]**

.....

(signature of Lender authorised officer) *(date)*

I have read and understand, and agree to the Terms and Conditions of the Portable Device Loan Agreement

Borrower details

Schedule 1

NAME:	MOBILE NUMBER:
ADDRESS	
MONASH UNIVERSITY STUDENT ID:	

Schedule 2

MPA office locations:

Caulfield

mpa-caulfield@monash.edu / 9903 1880

Clayton

mpa@monash.edu.au / 9905 3197

Schedule 3

Portable Devices are available for Postgraduate students only and can be borrowed within MPA office hours which are:

- ~ **CLAYTON** - MON-FRI - 9:00am-5:00pm
- ~ **CAULFIELD** - MON-THU - 10:00am-6:00pm
- ~ **CAULFIELD** - FRI - 09:00am-05:00pm*

Schedule 4

Portable Device return hours:

All portable devices must be returned by the following times, before the offices close.

- ~ **CLAYTON** 4:45pm Mon-Fri*,
- ~ **CAULFIELD** 5:45pm Mon-Thu*,
- ~ **CAULFIELD** 4:45pm Friday*,

**office hours are subject to change, please check this information when borrowing the portable device.*

Schedule 5

Report of loss or damage to portable device

Student Name:

Student ID:

Date of incident:

Description of Incident

Remedial steps taken