THE CITY UNIVERSITY OF NEW YORK
Notebook Computer License Agreement

This document describes the license agreement between The City University of New York (“CUNY”) and the individual Macaulay Honors College student named below (“you” or “Student”).

Student: 
Macaulay Campus: 
Address: 

1. Licensed Equipment. The Equipment is owned by CUNY and licensed to you pursuant to the terms of this Agreement. The licensed equipment (“Equipment”) is as follows:
   - Apple MacBook
   - CUNY Tag #
   - Serial #

   Software:

2. Term. The Equipment is licensed to you for as long as you are a participant in good standing in the Macaulay Honors College. You will use the Equipment you receive as a freshman for three years as long as you remain an Honors College student in good standing. At the end of the third year, you may purchase the Equipment (and a license to continue using the Included Software, see Section 8 below) for one dollar ($1.00).

3. Fee. You are entitled to use the Equipment without cost so long as you abide by the terms and conditions of this Agreement.

4. Use of the Equipment. The Equipment is provided to you for your use while a participant in the Macaulay Honors College. By accepting the Equipment and signing this Agreement, you agree that during the term of the Agreement you will abide by the following rules:

   (a) You will use the Equipment only in connection with your enrollment in Macaulay Honors College.
   (b) You will not permit any other person to possess or use the Equipment.
   (c) You will not sell, lease, license or otherwise grant anyone rights to the Equipment.
   (d) You will follow the CUNY Computer User Responsibilities, available on the CUNY website at http://www.cuny.edu/about/administration/offices/CIS/policies/ComputerUsePolicy.pdf
   (e) You must comply with the limitations described in the Microsoft Campus Agreement and the CUNY Computer User Responsibilities, in addition to other policies and procedures all posted on the Macaulay website at http://macaulay.cuny.edu/current-students/laptops
5. Care of the Equipment.

(a) You are responsible for the care of the Equipment and must keep it in good working condition. If the Equipment malfunctions or is damaged, you are responsible for arranging repairs. The laptop computer provided by this Agreement is covered for the term of this License by an extended warranty (“AppleCare”) purchased by CUNY from Apple Computer, Inc. This three-year warranty covers defects in materials and workmanship, as determined by Apple Computer, Inc. If you encounter difficulties with your Equipment, you should first consult the Macaulay Honors College Technology Fellow at your campus Honors College office. If a repair is necessary, you will be instructed to call AppleCare Technical Support at 1-800-800-2775, option 3, or to visit an Apple Store or an Apple Authorized Repair Center.

(b) Any incident of Equipment loss or theft must be reported to Macaulay Honors College as soon as possible, but no later than 48 hours after the incident. All cases of loss or theft will be fully investigated by CUNY Security and by the police.

(c) You will be asked to “check in” the Equipment with the Macaulay Honors College once a year so that CUNY can ensure asset protection. Failure to comply with this requirement may result in a fine or the revocation of your privilege to remove the laptop from your campus or use it when classes are not in session.

(d) You are responsible for all data backups. CUNY will not be responsible for data loss due to hardware failure, software failure, or any other issue.

6. Modification of the Equipment. You may not alter or modify the Equipment. You may not add any software or hardware without the permission of the Macaulay Honors College.

7. Change in Status. If you are dismissed or you withdraw from the Honors College program, you must immediately return the Equipment to the Macaulay Honors College. Failure to return the Equipment may result in criminal prosecution or civil liability.

8. Use of Included Software. The laptop computer you receive as part of the Equipment will be loaded with certain computer software programs, and additional software may be added by CUNY during the term of this Agreement (collectively, the "Included Software"). You are provided with the Included Software on the basis of your status as a participant in the Honors College. You must comply with any software licenses applicable to the Included Software. If you choose to purchase the Equipment for one dollar ($1.00) after three years, you will gain title and rights to the Equipment, and license to use the Included Software.

9. Limitation of Liability. CUNY is not responsible or accountable to you for any loss, damage, claim, demand, liability, cost or expense of any nature or kind, including indirect, special or consequential damages, arising directly or indirectly out of your possession, use, control or operation of the Equipment, including those resulting from the inadequacy of the Equipment, or the results obtained from it, or any defect in it, or from mechanical failures of the Equipment, loss of data, or from interruption of information technology use while such failures are being remedied or while other repairs and/or maintenance are being performed.
10. Default.

(a) You will be in default of this Agreement if (i) you fail to care for and maintain the condition of the Equipment; (ii) you loan or make any other transfer of the Equipment; or (iii) you violate any of the other terms or conditions of this Agreement.

(b) A default may result in criminal prosecution or civil liability. In addition, upon your default, CUNY has the right to take immediate possession of the Equipment.

Student Signature

I have read this Agreement and its attachments and agree to abide by its terms and conditions.

________________________________  ______________________________________
Student's Name (print)                Parent’s Name (if student is under age 18)

________________________________  ______________________________________
Signature                           Parent’s Signature (if student is under age 18)

________________________________  _________________________________
Date                                Date

CUNY Signature

The City University of New York

By:________________________________

________________________________
Title

________________________________
Date