

Participation Agreement

Notebook Regulation

First time participation grant
2022

Content

| | |
|--|----|
| Guide for signing the Participation Agreement..... | 3 |
| Participation Agreement Notebook Regulation..... | 4 |
| Article 1 Definitions..... | 5 |
| Article 2 Subject of the agreement..... | 5 |
| Article 3 Duration of the agreement | 5 |
| Article 4 General Conditions..... | 6 |
| Article 5 Usage extent..... | 6 |
| Article 6 Costs and payments | 6 |
| Appendix I..... | 9 |
| Obligation..... | 9 |
| Appendix II..... | 10 |
| Notebook description | 10 |
| Appendix III..... | 11 |
| General Conditions..... | 11 |
| 1. Subject of the agreement | 11 |
| 2. Property of the equipment | 11 |
| 3. Maintenance and use..... | 11 |
| 4. Alterations | 11 |
| 5. Intellectual Property Rights..... | 12 |
| 6. Risk..... | 12 |
| 7. Liability..... | 12 |
| 8. Payment | 13 |
| 9. Applicable law and disputes | 13 |
| Appendix IV..... | 14 |
| Sensible notebook usage..... | 14 |

Guide for signing the Participation Agreement

This is the Participation Agreement for the TU/e Notebook regulation. The document can be filled in digitally. After which you can upload it with your registration form.

Make sure you download this file to your hard drive. And make sure you have Adobe Reader installed to be able to open the file, and digitally sign it.

- 1) Carefully read the document
- 2) On page 4 fill in your name
- 3) On page 8 fill in the date, and your digital signature.
 - a. In case you do not yet have a digital signature
 - i. Select the option: 'A New Digital ID I want to Create Now' and press 'next'
 - ii. Select the option you prefer to use
 - iii. Fill out your name, your e-mail address, and your country of birth. The other fields do not have to be filled in.
 - iv. Save your signature, to a location of your choice, for later use.
 - v. Select a password of your choice, so you can use the same signature later on.
 - vi. Click 'Finish'
 - vii. Fill in your password and click 'sign'
 - b. After you have signed with your signature, the file will prompt you to save. Follow the instructions on your screen to save your file to your computer.

Attention! Do not close the document yet!

- 4) On page 9 fill in your name, the entire amount of the obligation, the date and your digital signature.
 - a. The amount of the obligation has to be written out in words:

| |
|--|
| <p><i>Obligation</i> (full amount in letters, in the amount of five hundred seventy Euros)</p> <p>.....</p> <p><i>in the amount of five hundred seventy Euros</i>.....</p> |
|--|

- b. The signature must be the same as the one that you used on page 8.
 - c. After you have signed, the document will prompt another save. Follow the instructions on the screen to save.
- 5) Upload this file to complete your request for a notebook on the registration form.

Participation Agreement Notebook Regulation

the undersigned,

the Technische Universiteit Eindhoven (Eindhoven University of Technology), hereinafter called "TU/e", legally represented in this respect by Mr Dr. P.D.M. Groothuis, Director of Education and Student Affairs, who is authorised, in writing, by the Executive Board, of the one part

and

Full name:.....

who is enrolled under this information at the TU/e, hereinafter called "Student"

of the other part

considering:

- that the TU/e deems it necessary that the Student partakes in a course given by the TU/e, using a Notebook;
- that the TU/e has a master contract with a Supplier in order to provide the suitable Notebooks;
- that the TU/e gives Students the opportunity, in accordance with the stipulations of this master contract, and in accordance with the Notebook Regulation TU/e, to those enrolled at the TU/e, to buy a Notebook from the Supplier;
- that the Student will sign the following TU/e agreement; in order to qualify for current facilities;

hereby agree on the following:

Article 1 Definitions

Student

Every natural person who is enrolled in the TU/e for a full-time, part-time or work-study course, which will be considered the main enrolment by the latter, and for which the TU/e receives tuition. The Student must also at all times be able to prove that he is in fact studying at the TU/e.

Supplier

The company/ person who is authorised by contract to supply the Notebook to the Students.

Notebook

The Notebook (including the supplied accessories) of which the technical information is described in appendix II.

Operating system

The software, supplied by the Supplier, with the Notebook.

Application Programs

All programs installed by the Supplier, based on a TU/e surf license and/ or any Application Programs supplied and installed by the TU/e.

IMS Services/Student

The TU/e's Notebook Service Centre, where the technical support for the Notebook takes place.

TU/e Notebook Regulation

The TU/e regulation on the basis of which a Student is authorised to reach the agreement in question, with the TU/e.

Year

Time period from September 1st of a year up to and including August 31st of the following year.

Article 2 Subject of the agreement

- 2.1 Under the terms of the facilities mentioned in its preamble, the TU/e gives the Student the inalienable right to buy a Notebook from and obtaining it from the Supplier. If applicable, the conditions of IMS Services/Student will apply in this agreement. These can be found on the site: <https://www.tue.nl/en/our-university/about-the-university/support-services/information-management-and-services/>
- 2.2 During the duration of this agreement, the Student is under obligation to the TU/e, not to sell or otherwise distance him- / herself from the Notebook, for as long as he/ she is taking a course at the TU/e.

Article 3 Duration of the agreement

- 3.1 This agreement takes effect at the beginning of the academic year or on the date that the notebook is supplied to the student if this is earlier. The agreement is currently valid for 4 years.

- 3.2 This agreement will be legally ended at the moment the Student does no longer fit the definition of Student, as described in article 1 of this agreement, or if a new participation agreement has been reached within the criteria of the TU/e Notebook regulation of that Year.

Article 4 General Conditions

- 4.1 The General Conditions dated May 1st, 2010, apply to this agreement. These General Conditions, included in appendix III, are an integral part of this agreement.
- 4.2 Additions to and/or alterations in the General Conditions, will not influence the legal effect and the duration of effectiveness of this agreement.

Article 5 Usage extent

- 5.1 In the first place, the Student will use the Notebook, including the Application Programs that were supplied by, or in the name of the TU/e and may be used only on the Notebook, for education or research goals at the TU/e, for which the use has been prescribed by the TU/e.
- 5.2 The Student will be able to use the Application Programs at any location of his choice – with the exception of the stipulations in section 3 of this article- under the terms of the TU/e courses. The Student is not permitted to use the Application Programs for commercial purposes without the TU/e's explicit prior written permission.
- 5.3 The Notebook can also be used by the Student for other purposes than the ones mentioned in section 1 of this article, provided that this use does not contravene with the interests of education at and/or the research by the TU/e, and the functioning of the Notebook and the Application Programs are not inhibited regarding this objective.
- 5.4 After termination of this agreement, as mentioned in article 3.1. and 3.2., the Student must immediately make the Notebook available to the TU/e, in order to allow the TU/e to remove the Application Programs from the Notebook. If the Notebook has not been made available to the TU/e within five working days after termination of this agreement, the Student is legally in default and the Student will owe the TU/e a 50 Euros fine per month, claimable on call. Furthermore, any claims as a result of illegal use of the Application Programs, will be directly forwarded to the Student. During the removal of the Application Program, the TU/e cannot be held responsible for loss of or damage to Application Programs, other than the Application Programs provided by the TU/e.
- 5.5 If the Student uses network facilities and/ or provisions for electronic information exchange, provided by or in name of the TU/e, the Student is obligated to observe the TU/e "Computer Use Regulations",

Article 6 Costs and payments

- 6.1 The notebook, including the accessories and services supplied with it, has a total worth of 1525 Euros.
- 6.2 The Student agrees that if the student wishes to use the Notebook Agreement after November 1st, and in special circumstances (for example if the supplier only has a limited stock or has no notebooks in stock anymore within the TU/e framework agreement) that the student may be offered a used notebook at a reduced price (price to be determined). Article 6.4 over the Notebook Agreement remains in force.

6.3 In order to reach this agreement, as well as to be eligible for the rights and services described therein, the following subdivision between Student categories will be made, based on the stipulations in the TU/e Notebook regulations.

- A. Student with rights to a TU/e grant.
- B. Student with right to the 'purchase price agreement'

6.4 The Student who is considered as a Student with rights to a TU/e grant, will owe 1525 Euros as a result of this, 955 Euros of which must be credited by the Student to the TU/e using the Acceptmail which will be sent to the Student by Education and Student Affairs. For the remaining amount, an obligation (as referred to in appendix I) in the amount of 570 Euros must be provided at the time of the signing of this agreement by the Student to the TU/e. As of September 1st, 2025, the last mentioned amount will be exonerated if the Student has been a Student, as described in this Agreement for three consecutive years, or as soon as the Student has graduated from the TU/e.

After signing the written agreement and obligation, and the reception of the aforementioned amount of 955 Euros by the TU/e, the Student will obtain the right to (through correspondence by the ESA) collect a Notebook from the Supplier, in accordance with the conditions mentioned in article 2 of this agreement.

6.5 Termination of the Agreement under article 3.2, without sale of the Notebook to the TU/e
At the time of termination of the Agreement, as referred to in article 3.2, the following remaining amount will be claimable on call, in accordance with the outstanding obligation:

| | | | |
|----|---|--------|-------|
| a. | 01-09-2022 up to and including 31-08-2023 | 427,50 | Euros |
| b. | 01-09-2023 up to and including 31-08-2024 | 285,-- | Euros |
| c. | 01-09-2024 up to and including 31-08-2025 | 142,50 | Euros |
| d. | 01-09-2025 up to and including 31-08-2026 | 0,-- | Euros |

6.6 Termination of the Agreement under article 3.2, with sale of the Notebook to the TU/e
The Student has the right to turn in the Notebook at IMS Services/Student after termination of the Agreement, as referred to in article 3.2, after which the TU/e is obligated to buy the Notebook from the student, provided that IMS Services/Student determines it is in a good state, exonerating the Student from his/ her debts in accordance with the obligation to the TU/e, at the following amounts:

| | | | |
|----|---|--------|-------|
| a. | 01-09-2022 up to and including 31-08-2023 | 716,25 | Euros |
| b. | 01-09-2023 up to and including 31-08-2024 | 477,50 | Euros |
| c. | 01-09-2024 up to and including 31-08-2025 | 238,75 | Euros |
| d. | 01-09-2025 up to and including 31-08-2026 | 0,-- | Euros |

The date on which the IMS Services/Student declares the Notebook to be in a good state will be considered the date of purchase.

6.7 The TU/e will keep records, in which every Student is noted, who can obtain rights from the stipulations in the last two sections of this article. These lists may be inspected by the TU/e, the Notebook Supplier, and the Student in question, as far as the registration in question reflects on him/her.

Thus agreed and drawn up in duplicate and signed in Eindhoven, (date)

Technische Universiteit Eindhoven

On behalf of the Executive Board



Mr Dr. P.D.M. Groothuis

Director Education and Student Affairs

Signature student:

.....

By signing this Agreement, the Student declares to have taken notice of and to have understood the General Conditions in question, as well as the Appendices belonging to this Agreement (including the note on “Sensible Computer Use”) as well as the documentation folder which was provided to him/ her, consisting of:

an information package regarding the Notebook and its usage, consisting of the white appendices.

Appendix I

Obligation

1. The undersigned

Full name:.....

declares to have an obligation to the *Technische Universiteit* Eindhoven: hereinafter called TU/e, established at 2 Den Dolech, Eindhoven, The Netherlands, of an amount of 570 Euros (in words five hundred seventy Euros), regarding that which he/ she owes, based on the Participation Agreement between the undersigned and the TU/e, concerning the purchase of a Notebook and the relating provision of services.

2. The aforementioned amount will be exonerated if the undersigned meets the applying conditions in the Participation Agreement, or as soon as the undersigned has graduated, according to the TU/e, and the undersigned has met all his/her financial requirements towards the TU/e.

3. In case of a premature course termination, as referred to in the Participation Agreement, without the sale of the Notebook to the TU/e, he/she owes the following amount, depending on the time of termination:

| | | | |
|----|---|--------|-------|
| a. | 01-09-2022 up to and including 31-08-2023 | 427,50 | Euros |
| b. | 01-09-2023 up to and including 31-08-2024 | 285,-- | Euros |
| c. | 01-09-2024 up to and including 31-08-2025 | 142,50 | Euros |
| d. | 01-09-2025 up to and including 31-08-2026 | 0,-- | Euros |

4. If the undersigned sells his/her Notebook after prematurely terminating his/her course to the TU/e, in accordance with article 6.6 of the Participation Agreement, the amount that the undersigned still owes the TU/e will be exonerated in accordance with the calculation in section 3, after the delivery of the Notebook to the TU/e.

5. The aforementioned demand is claimable fourteen (14) days after the date on which the course termination has been reported to the TU/e administration by the undersigned. The TU/e administration is binding with regard to the determination of this date.

6. After the time period, mentioned in section 5, has expired, the undersigned is in default concerning payment of the aforementioned amount, without any further need for proof of default. The TU/e is then empowered to deduct this amount from that which she owes the undersigned.

Obligation (full amount in letters, in the amount of five hundred seventy Euros)

.....

Thus signed in duplicate in Eindhoven, (date)

Signature student:

.....

Appendix II

Notebook description

Configuratie notebook voor het jaar 2022-2023

HP Zbook Power G8

| | |
|-------------------------|--|
| Processor | Intel® Core i7-11800H |
| RAM | 16GB (1x16GB) DDR4 |
| Hard Disk | 512GB SSD |
| GPU | A2000 |
| Video memory | 4GB |
| Monitor | Display Shell 15.6" FHD (1920x1080) |
| DVD Drive | Nee |
| Keyboard | US Keyboard with Euro symbol |
| Webcam | 720p HD Webcam |
| Battery | 6 Cell 83 WHr Long Life Battery |
| Wireless netwerkadapter | Wi-Fi 6 AX201, Bluetooth |
| USB port | 1x thunderbolt 3 / USB-C 3x Superspeed USB-A |
| Video connectors | 1 x HDMI 2.0 |
| Operating System | Windows 11 Home |
| Warranty | 4 jaar garantie (3 jaar op batterij) |
| Weight | <2 kg |
| Ports | SD Card reader |
| Accessories | Backpack, Network cable, Laptop Lock, Bluetooth Computer Mouse |

Appendix III

General Conditions

GENERAL CONDITIONS PARTICIPATION AGREEMENT NOTEBOOK REGULATION

TU EINDHOVEN DATED May 1ST, 2010

1. Subject of the agreement

- 1.1 The Student will buy the Notebook from the Supplier under the following conditions.
- 1.2 The Notebook includes: the Notebook, of which the brand, type and other technical information is described in appendix II of the Participation Agreement.
- 1.3 On behalf of the TU/e, Application Programs have been installed on the Notebook; the Application Programs will remain property of the TU/e.
- 1.4 By means of a receipt of the Notebook the student declares that the Notebook is totally identical to the list in appendix II of the Participation Agreement.

2. Property of the equipment

- 2.1 The Student must see to it that, during the time period in which he/she has not met all her requirements, in accordance with the Participation Agreement, the property of the Notebook remains free and unencumbered.

3. Maintenance and use

- 3.1. During the time period in which he/she continues to meet the applicable criteria, described in the Participation Agreement, the Student has the right to deliver the Notebook to IMS Services/Student. The service provided at that time is described in more detail in the service conditions, which can be found on the site: <https://www.tue.nl/en/our-university/about-the-university/support-services/information-management-and-services/>
- 3.2 The Student must treat and use the Notebook in such a manner that risks of malfunction are avoided as much as possible, and especially correctional maintenance is avoided. Failure to do so can result in the Student being excluded from further provision of services.
- 3.3 If the Student delivers the Notebook to IMS Services/Student for maintenance, the Student will strictly follow the instructions obtained accordingly. If the Student does not follow the TU/e or IMS Services/Student instructions, the aforementioned right to the provision of services will be terminated. The student has a right to maintenance on the notebook for a maximum period of 4 years.

4. Alterations

- 4.1 The Student will never apply any alterations in the Notebook hardware or the Application Programs prescribed and installed by or in name of the TU/e, unless he/she has obtained prior written permission to do so from IMS Services/Student. In case of default of such written permission, the Student may be excluded from further provision of services. The Student absolves the TU/e from any damage, direct or indirect, that may occur as a result of alteration(s), without the Student having any right to reimbursement.

5. Intellectual Property Rights

- 5.1 Regarding the Software and Application Programs installed in name of the TU/e, the Student is only allowed to use these for educational purposes in direct relation to the TU/e, unless the TU/e has given prior written permission for other and specifically described use.

He/she is not allowed, in any way, to infringe on this user's right by:

- a. altering the Application Programs without TU/e directions or written permission;
- b. lending the Application Programs to third parties;
- c. copying Application Programs in favour of third parties.

- 5.2 At the time of delivery to the Student, the TU/e guarantees that the Application Programs, installed on the Notebook in her name, will in no way breach the intellectual property rights of third parties.
- 5.3 The TU/e is in no way liable for breaches of intellectual property rights of software which has or had not been installed, incorporated, or made available by or in name of the TU/e, at the time of the delivery of the Notebook or in a later stage.
- 5.4 The student protects the TU/e from all damages which may arise due to a breach of article 5.1 of the General Conditions to the Participation Agreement. In case of liability cases by third parties, the TU/e is only liable for legal costs made by the Student relating to the defense against intellectual property right claims by third parties, and damages to which the Student may be sentenced during such a procedure, if this infringement concerns the Software and Application Programs guaranteed in section 5.2.

6. Risk

- 6.1 As of the date of purchase, the Student bears all risks of loss, damage and (partial) impracticability, unless aforementioned events are covered by a collective TU/e insurance, if this was taken out by the TU/e regarding the Notebook, or by a service agreement. If these risks are not covered by the collective insurance or the service agreement, the Student is liable for all costs.
- 6.2 The Insurance company where the TU/e has a collective insurance policy reserves the right to unilaterally change the conditions. The conditions of the notebook insurance can be found on the website of IMS Services/Student.
- 6.3 The Student will immediately, however within 48 hours, notify the TU/e (IMS Services/Student) of any loss, any damage and total impracticability. Furthermore, the Student will provide the TU/e (IMS Services/Student), as soon as possible, with a report or a transcript of the police report in case of burglary, which states the circumstances leading to the loss.
- 6.4 The Student and the TU/e will co-operate in any procedure which may stem from the abovementioned. In addition to the independent rights of the student towards the supplier, the student grants the TU/e an irrevocable mandate (and the required cooperation) in possible juridical procedures to act on the student's behalf in cases whereby the TU/e suffers damages (for example a disruption in education or research) through fault of the supplier.
- 6.5 If the Student does not inform, report or co-operate with the TU/e, as described in article 6.2 and 6.3, any rights of the insurance mentioned in 6.1 may be terminated, which is to be determined by the TU/e.

7. Liability

- 7.1 The TU/e can not be held liable for loss and/or damage to programs, installed by the Student without written permission from the TU/e, and or fed in (data) files, as part of the maintenance provided by or in name of the TU/e. The Student is obligated to provide repair of the thus damaged and/or lost programs and/or data files.
- 7.2 At the same time, the Student is liable for the costs of repair of the Software and/or Application Programs and or data files, installed by or in name of the TU/e which are damaged and/or lost as a result of programs and/or data files installed by the Student.

8. Payment

If the Student remains in default with any obligations towards the TU/e, the TU/e is justified to defer his/ her provisions until the moment the Student has met his/ her obligations.

9. Applicable law and disputes

9.1 Only Dutch law applies to the Participation Agreement.

9.2 In case of disputes between the TU/e and the Student, in which no settlement out of court can be reached, only the court in the TU/e's establishment residence is authorised, unless a different court is authorised by decree of an imperative law stipulation, and without prejudice to the authority of the TU/e to let the dispute be settled by the court authorised in case of default of this stipulation.

9.3 In case of invalidity of one or more of the stipulations in these general conditions, the validity of all other stipulations remains intact. If a stipulation in these general conditions turns out to be invalid, for any reason, all parties are to agree on a valid replacing stipulation, which approaches the invalid stipulation in content and extent as much as possible.

Appendix IV

Sensible notebook usage

The TU/e is working hard at the prevention of Repetitive Strain Injury (RSI), The TU/e has formulated a policy to raise the awareness of employees and students to the risks of RSI due to unwise use of a pc or notebook.

The TU/e has taken the following measures:

- Notebooks are equipped with software programs that register how intensively the computer is used and warns the user if a pre-set, safe working level is transgressed, which could lead to RSI.
- The notebook has notebook support, separate mouse and keyboard in order to optimize the workspace and reduce the risks of RSI.
- The notebook user is obliged to follow the RSI prevention instructions. This instruction is integrated into the first year program for students.
- TU/e students with RSI complaints are offered the opportunity to follow an exercise program at the Student Sport Center.

The TU/e, as described in the “*Arbo-wet*”(Dutch law for working conditions and safety), takes responsibility to inform the user of the possible risks of RSI.

The TU/e informs the notebook user, that within the “*Arbo-wet*”(Dutch law for working conditions and safety) the user is also responsible to avoid the risks of RSI.