#### **Technology Device Agreement**

#### **Nelson Mandela University (NMU)**

and

 **(The Recipient)**

This Technology Device Agreement (“Agreement”) is made and effective by an active staff member (“Recipient”) signing this Agreement, between Nelson Mandela University, (“NMU”) and the Recipient, collectively referred to as the “Parties”. NMU desires to provide to the Recipient, and the Recipient desire to receive from NMU, certain tangible University property. Now, therefore, in consideration of the mutual covenants and promises hereinafter set forth, the Parties hereto agree as follows:

1. **Provision**

NMU hereby provides to the Recipient, and the Recipient hereby receives from NMU, described Device (“Device”). NMU warrants that NMU has the right to provide the device and accompanying Sim card, as provided in this Agreement which should be read in conjunction with other university policies with respect to ICT and Asset management

1. **Term**

This Agreement is only available to active staff members. If for any reason the staff member is no longer employed by NMU, the Device and Sim card must be returned.

1. **Use**

The device is hereby provisioned as a fit-for purpose tool of trade. Therefore, the Recipient is expected to use the Device in a careful, reasonable and proper manner and shall comply with and conform to all NMU Policies and procedures, guidelines, and other laws and regulations of the Republic of South Africa (“South Africa”) in any way relating to the possession, use or maintenance of the Device. Should the Device be utilized in a country other than South Africa, such laws, ordinance and regulations specific to that country shall also be complied with. If the Recipient violates any of the above listed rules, NMU will pursue the NMU disciplinary procedures.

The device and accompanying SIM card shall be used as tools of trade and as a medium for communication. The device shall NOT be used as a surveillance tool that invades the privacy of recipients. However, the recipient is expected to keep the device active at all times for ease of communication.

1. **Repairs and Maintenance**

NMU, before collection by the Recipient, shall check the Device to determine whether it is in working order. In the event that the Device appears damaged when the Recipient collects the Device, the Recipient must notify NMU immediately upon their first inspection of the Device and NMU will negotiate a mutually agreeable solution with the Recipient.

The Recipient shall not repair or materially alter the physical or otherwise makeup of the Device in any way. All repairs shall be coordinated through the ICT Copytech shop.

1. **Damage and Loss**

The Recipient assumes responsibility for the safe custody and care of the Device and agrees to return it to NMU in the condition received, with the exception of normal wear and tear. NMU will determine normal wear and tear in its sole discretion. All determinations made by NMU are final.

In the event of damage of any kind whatsoever to the Device, the Recipient agrees to immediately contact the University ICT Department for repairs, including warranty repairs. In the event of loss of the device, the recipient is expected to furnish the university, through the line Manager, an accurate description of the loss and the circumstances of its occurrence accompanied by a sworn Affidavit to that effect.

NMU expressly reserves the right to choose the repair method and venue, within reasonable market value terms. The Recipient agrees to be bound, legally and otherwise, by the report of NMU's chosen repair venue as to the cause of the damage to the Device.

The Device, unless the Recipient otherwise informs the NMU, shall be deemed "lost" when Recipient has failed to return the Device to NMU when no longer employed by NMU.

In the event of loss or damage due to gross negligence on the part of the recipient, the university shall exercise its rights in accordance with relevant asset management and ICT policies. This includes invoking measures to safeguard and/or replace the device.

1. **Employment**

Upon the termination of this Agreement due to employee exit from the NMU, the Recipient shall return the Device to NMU in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted. NMU's acceptance of the Device upon return by Recipient shall not represent NMU's acceptance as to condition of Device and NMU reserves the right to make a subsequent assessment regarding the condition of the Device.

1. **Indemnity**

The Recipient shall indemnify NMU against, and hold NMU harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from the Recipient's use of the Device. This specifically includes but is not limited to loss of data and Device failure on the Device provided by NMU.

1. **Ownership and Assignment**

The Device is, and shall at all times be and remain, the sole and exclusive property of the NMU; To this end, NMU shall be entitled to, at any point and without prior notice to the Recipient, inspect the assigned Device.

The Recipient shall not assign or transfer this Agreement or its interest in the Device without the prior written consent of his/her line Manager

1. **Additional Documents**

NMU reserves the right to request any documents as the NMU shall deem necessary or desirable for purposes of recording or filing and regulatory compliance (RICA)for the Device including, but not limited to, copies of an identity document or passport, proof of physical residence and staff card.

1. **Entire Agreement**

This constitutes the entire Agreement between the Parties and supersedes any prior understanding or representation preceding the date of this Agreement. This Agreement may be modified in writing and must be signed by both the NMU and the Recipient.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

1. **Disclaimer**

Every effort is made to assure that descriptions of the Device are correct. The NMU reserves the right to correct errors as needed. Availability of Devices are subject to change without notice.

1. **Governing Law**

This Agreement shall be construed and enforced according to the laws of South Africa.

**Device Description (Make, Model, Value, etc.)**

Make: **Crosscall Core-X3**

Serial No: **IMEI NO**

Charger: **Yes**

SIM Card: **Sim No, Phone No**

**Value of Device**:\_\_\_\_**R5999.00**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NMU:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Recipient:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_