

BALDWIN WALLACE UNIVERSITY MOBILE DEVICE AGREEMENT

This Mobile Device Agreement (“Agreement”) is entered into by and between “Baldwin Wallace University” and _____ (“Employee”) (together, the “Parties”), effective _____, 20__.

As consideration for Baldwin Wallace University’s agreement to permit Employee to use a company-provided Mobile Device for both University business and limited personal use as defined in Baldwin Wallace University IT policies, and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. **Employment Relationship.** This Agreement does not affect the type of employment relationship between Baldwin Wallace University and Employee, whether that relationship is one of employment at-will or employment under a written employment agreement between Baldwin Wallace University and Employee.

2. **Termination.** Baldwin Wallace University and Employee each has the right to terminate this Agreement at any time for any reason. This Agreement will terminate automatically upon the termination of Employee’s employment with Baldwin Wallace University and the return of all Baldwin Wallace provided Mobile Device(s).

3. **Definition of Mobile Device.** For purposes of this Agreement, a “Mobile Device” is any electronic device and peripherals used for storing, accessing, or transmitting electronic data and includes, but is not limited to: Internet of Things (IoT), flash drives, external hard drives, and other electronic storage devices; cell phones; smartphones such as the Apple iPhone and Samsung Galaxy; tablets such as the Apple iPad and Samsung Galaxy Tab; smart watches such as the Apple Watch; and personal computers.

4. **Surrendering of Mobile Device and Peripheral.** Employee agrees that Baldwin Wallace University shall have the right, in its sole discretion, to require the Employee to surrender any or all University provided Mobile Devices at any time. Further, the Employee understands they relinquish all rights to any residual personal information residing on the surrendered Mobile Device(s) for unrestricted access until all issues have been resolved.

5. **Compliance with Baldwin Wallace University Policy.** Employee agrees to comply fully with all terms of Baldwin Wallace University’s IT policies incorporated by reference into this Agreement. Employee agrees that Baldwin Wallace University may amend the Policies from time to time in its sole discretion and without prior notice to Employee, and that any amended the Policies shall be automatically incorporated by reference into this Agreement as of the date Baldwin Wallace University makes the amended Policies effective.

6. **Right to Require Memory Wipe.** Baldwin Wallace University shall have the right, in its sole discretion, with respect to all Baldwin Wallace provided Mobile Devices to remotely wipe the device, if technically possible, without any advance notice or approval from the Employee.

7. **Lost or Damaged.** Baldwin Wallace University shall have the right, in its sole discretion, with respect to all Baldwin Wallace provided Mobile Devices to hold the Employee responsible for the replacement cost or repair cost of any Mobile Device assigned to and accepted by the Employee. Any repairs to the device must be performed by BW IT or a BW IT approved service vendor.

8. **Governing Law and Interpretation.** This Agreement is governed by the laws of the State of Ohio without regard to its conflict of law provisions.

9. **Jurisdiction.** The parties agree to be subject to exclusive personal jurisdiction in Ohio with respect to any legal action concerning the validity or enforcement of this Agreement, and further agree that such legal action must be brought only in the United States District Court for the Northern District of Ohio, or in a state court in Cuyahoga County, Ohio. If such legal action is initiated in any other court, then Baldwin Wallace University and Employee will voluntarily agree to have such action transferred to or re-filed in the United States District Court for the Northern District of Ohio, or in a state court in Cuyahoga County, Ohio.

10. **Enforcement.** Employee recognizes and agrees that any violation or threatened violation of this Agreement will cause Baldwin Wallace University immediate and irreparable harm, for which there is no adequate remedy at law. Accordingly, in addition to any other available remedies, Employee understands and agrees that Baldwin Wallace University shall be entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent a breach or threatened breach of this Agreement. **This includes the right to obtain a court order compelling Employee to comply with the terms of this Agreement, including but not limited to Section 6 above.** If Baldwin Wallace University finds it necessary or appropriate to initiate legal proceedings to enforce its rights under this Agreement, and if Baldwin Wallace University is the prevailing party in whole or in part in such proceedings, Employee agrees to reimburse Baldwin Wallace University for all expenses thereby incurred, including court costs, reasonable attorney and expert witness fees, and other litigation expenses.

11. **Amendment.** This Agreement may not be modified, altered, or changed except upon express written, signed consent of both Baldwin Wallace University and Employee.

12. **Negotiated Understanding.** This Agreement constitutes the negotiated understanding of Employee and Baldwin Wallace University, and shall not be more strictly construed against one party or in favor of another.

13. **Entire Agreement.** This Agreement sets forth the entire agreement between Baldwin Wallace University and Employee and fully supersedes any prior agreements or understandings between Baldwin Wallace University and Employee related to the subject matter of this Agreement. This Agreement does not affect any written agreement involving different subject matter between Baldwin Wallace University and Employee, including any agreement between Baldwin Wallace University and Employee related to confidentiality or non-competition, which shall remain in full force and effect. Employee acknowledges that Employee has not relied on any representations, promises, agreements, or offers of any kind made to Employee in connection with the decision to sign this Agreement, except those set forth in this Agreement.

14. **Severability.** The parties acknowledge and agree that the provisions of this Agreement are both reasonable and enforceable. However, the provisions of this Agreement are severable, and the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law.

15. **Miscellaneous.** This Agreement shall be binding upon and inure to the benefit of Baldwin Wallace University, Employee, and upon each party's heirs, administrators, representatives, executors, successors, and assigns.

16. **Survival.** The following provisions survive the termination of this Agreement by either Party: Sections 3, 4, 6, 8, 9, 10, 12, 13, 14, and 15.

Description, and serial number(s) if applicable, of all Baldwin Wallace University equipment accepted by Employee under this agreement:

Employee Name _____

Baldwin Wallace University

Signature

By: _____

Title: _____

Dated: _____

Dated: _____