

## **AUDIO RECORDING DEVICE AGREEMENT**

I, \_\_\_\_\_ (Print Name) am currently a student (“Student”) at Washington University in St. Louis (the “University”). I hereby acknowledge and agree to the Terms and Conditions set forth below governing my use of a Smart Pen or Audio Notetaker device in connection with my studies at the University.

### **Terms and Conditions**

1. Student must receive a Verification of Individual Student Accommodations (VISA) letter from Disability Resources authorizing use of an “Audio Recording Device”: Smart Pen or Audio Notetaker (the “Device”) as an accommodation to the Student.
2. Student acknowledges that the content of the instructor’s classroom lecture is considered intellectual property that belongs to the instructor and/or the University that may not be used for purposes unrelated to Student’s coursework or otherwise distributed without the written permission of the instructor and/or the University.
3. Student must notify each instructor at the beginning of each semester if the Student intends to use the Device for recording classroom lectures and course-required group discussions.
4. Where the instructor has concerns regarding sensitive or confidential information disclosed during the lecture, the instructor may require Student to delete the audio recording portion of the Device within forty-eight (48) hours of a particular lecture.
5. At no point will Student attempt to post audio recordings or visual notes captured by the Device to any online community or social network.
6. At no point will Student share any audio recordings or visual notes captured by the Device with another student or other individual without written permission of instructor.
7. The Device and all materials loaned with it (manual, one ink cartridge, pen cap, case) are the specific property of the University, and will be surrendered by the student back to Disability Resources at the conclusion of either the term of the VISA letter, or his/her subsequent graduation, whichever comes first. Failure to do so will result in the student paying the University the cost of replacement of the Device. Student may also be required to surrender the Device to the University at any time if any of these Terms and Conditions have been violated. The University retains the right to take further disciplinary action under the University Judicial Code.
8. Student agrees that the Device shall not be used, stored, or transported in any manner likely to cause damage to the Device. In the event that the Device is damaged, destroyed, lost or stolen, Student understands that he/she must inform the Disability Resources within one business day.
9. Student agrees to bear the risk of loss, theft, destruction of or damage to the Device, and further agrees to reimburse the University for any costs incurred in connection with the loss, theft, destruction of or damage to the Device.

10. Student agrees not to loan the Device to anyone (student or otherwise) during the term that the Device is issued to him/her without the express written consent of Disability Resources.
11. Student is aware that any and all data remaining on the Device at the time it is returned to Disability Resources will be deleted and completely destroyed. There will be no backup of any data that can be retrieved by student after the fact, so all backups should be made PRIOR to returning the Device.
12. Student understands that the Device is, and shall at all times remain, the property of the University.
13. Student agrees to use the Device in accordance with all laws and University policies.
14. Student represents that the Device was in full working condition and without defect when he/she received it from the Disability Resources.

**ACCEPTED AND AGREED:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name)