The Distance Education Centre, Victoria
‘Flexible Learning for All’

Digital Education Revolution

Contract of AGREEMENT TO PARTICIPATE IN THE DECV “DIGITAL EDUCATION REVOLUTION” PROGRAM

Both Copies of this contract must be signed and returned to the DECV. Your copy will be returned to you when you collect the equipment.
Agreement for Loan of Equipment

I / We …………………………………………………………………………………………………………………

Of (Address) ……………………………………………………………………………………………………………

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(Being the address at which the equipment itemised in the schedule attached to this agreement ("the equipment") will be located).

Being Parent(s) / Guardian(s) of the student/s named below:

Student Name …………………………….. DECV Student Number …………………….

Student Name …………………………….. DECV Student Number …………………….

Student Name …………………………….. DECV Student Number …………………….

Student Name …………………………….. DECV Student Number …………………….

Student Name …………………………….. DECV Student Number …………………….

Agree

……..with the Principal of the Distance Education Centre Victoria ("DECV") to the following terms and conditions in accepting the offer to participate in the Digital Education Revolution Scheme, offering computers to certain categories of Distance Education students enrolled at the DECV.

1. At the time of commencement in the program, the student/s does not have sufficient access to a Personal Computer ("PC") or the computer is not of suitable standard.

2. To collect the equipment from the DECV at a mutually agreed specified time and to participate in training at that time or such other place as DECV will advise.

3. The student/s will be enrolled fulltime (or at a level deemed to be fulltime otherwise negotiated in the interests of the students learning) for the duration of their involvement in the program.

4. The student(s) agrees to maintain regular submission of work and participation in online and offline activities.

5. To abide by the Acceptable Use Policies for Internet, Email and Other Electronic Communications of the Department of Education and Early Childhood Development (DEECD) and the DECV in relation to the use of any equipment and/or connection provided.
6. To return the equipment to the DECV within 14 (fourteen) days of notification in writing to the student(s) / parent(s) and / or guardian(s) by the Principal of DECV or any person acting on his or her behalf in the event of:

   - A breach of the AUP by the student(s) / parent(s) / and or guardian(s).
   - An acceptable record of work submission not being maintained by the student(s).
   - The conditions of this agreement not being met by the student(s) / parent(s) and / or guardian(s).
   - Upon withdrawal of the student(s).
   - On completion of study.
   - Upon receipt of notification requesting return at the end of the school year.

7. To acknowledge that if the equipment is not returned within 14 days of notice in writing by the DECV, Victoria Police may be notified by the principal of the retention or Theft of DEECD property, as the case maybe.

8. To maintain the equipment in good working order for the duration of the student/s participation in the program and this loan agreement, including and without being limited to the maintenance of any virus protection, fair wear and tear excepted.

9. To accept liability for any damage caused to the equipment not covered under supplier’s service agreement or guarantee or warranty fair wear and tear excepted.

10. To notify the DECV within 7 days of the equipment being relocated, stolen, lost or destroyed.

11. To indemnify the DECV / DEECD for any damage or injury caused by the operation of the equipment.

12. To facilitate the participation of students in DECV trials and evaluations of online delivery and content for Distance Education courses.

13. The student(s) / parent(s) / guardian(s) will keep all original packaging and documentation (instructions and software) related to the equipment for the duration of the student/s participation in the program and this loan agreement and return the same to DECV.

14. The student(s) / parent(s) / guardian(s) hereby indemnifies the DECV, the School Council of Distance Education Centre of Victoria (the school council) and its members, employees, servants and agents and the State of Victoria and its employees, servants and agents against any liability or reasonable expenses incurred by any one or more of them as a result of any claim or action by a third party for loss relating to personal injury, death, property damage, infringement of intellectual property rights or infringement of statutory entitlements caused or contributed to by any wilful, unlawful or negligent act or omission or by a fundamental breach of this agreement by the student(s) / parent(s) / guardian(s). It is not necessary for DECV, the School Council, the School Council, the School Council’s Representative or the State of Victoria to incur expense or make payment before enforcing a right of indemnity conferred by this agreement.

15. (a) The student(s) / parent(s) / guardian(s) shall ensure that their Home contents insurance policy provides cover for their obligations under the indemnity in clause 21.

   (b) Prior to the commencement of this agreement and thereafter upon request, the Principal shall provide him or her with proof of compliance with the previous
subclause including the provision of copies of the terms of relevant policies of insurance.

16. To ensure as far as practicable that the student/s comply with the law when using the equipment at all times and to maintain appropriate supervision in this respect.

17. This agreement may be terminated:

   (a) At any time by DECV on twenty-four hours notice to the Parent(s) / Guardian(s) and / or Student(s). In exercising this right, no reason need be given for the termination and no prior notice of intention to exercise this right is required.

   (b) At any time by DECV if the Parent(s) / Guardian(s) and/or Student(s):

      A. Is charged with a criminal offence;

      B. Is convicted of a criminal offence;

      C. Engages in misconduct;

      D. Engages in disgraceful, improper or unbecoming conduct;

      E. Fails to perform or fulfil duties or promises under this agreement; or

      F. Engages in conduct, which in DECV’s opinion is sufficiently serious to warrant termination of this agreement; or

      G. The Parent(s) / Guardian(s) and/or Student(s) is/are in default of any term of this agreement and the Parent(s) / Guardian(s) and/or Student(s) default remains unremedied after seven days’ notice in writing, specifying the default complained of, has been given by DECV to the Parent(s) / Guardian(s) and/or Student(s).

18. In the event DECV purports to terminate this Agreement other than in accordance with paragraph 19(b), or for any reason the purported termination under paragraph 19(b) is not valid the agreement will be taken to have been terminated under paragraph (a).

19. Any notice given or served by one party upon the other party pursuant to this agreement shall be in writing and may be given by facsimile transmission, certified mail or hand to that party at the address given in this agreement.

20. Where notice of a new address, or new facsimile transmission telephone number has been given by notice by one party to the other party, the same shall for all purposes be deemed to have been substituted for the previous address, or facsimile transmission telephone number contained in this agreement as the case may be of the party giving such notice as and from the date of service of such notice and service of any notice thereafter by a party having received such notice shall be made as if such substitution appeared herein in lieu of the words and/or figures for which the same was substituted.

21. This Agreement shall be construed according to the laws of the State of Victoria.

22. No addition to or variation of this Agreement shall be of any force or effect unless in writing signed by or on behalf of both parties.
23. The waiver by one party of a breach by another party of any provision of this agreement does not operate as a waiver of another or continuing breach by the other party of the same or any other provision of this agreement. No waiver by either party shall be binding upon that party unless in writing.

24. If any provision of this Agreement is held invalid, unenforceable or illegal for any reason, the remainder of this agreement has full force apart from such provision, which shall be deemed, deleted.
Signed ................................................................. Date ................................

Name (please print) .................................................. (Parent / Guardian).

Address ..........................................................................................

Witness .........................................................................................

Signed ......................................................................................... (Student)

Name (please print) ...........................................................................

Witness .........................................................................................

Signed ................................................. Date ............ (DECV Representative)

Name (please print) ...........................................................................

Witness .........................................................................................

Description of Personal Equipment Loaned (Office Use Only)

<table>
<thead>
<tr>
<th>Computer Model</th>
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<tbody>
<tr>
<td>CPU Serial No</td>
<td></td>
</tr>
<tr>
<td>Monitor Serial No</td>
<td></td>
</tr>
<tr>
<td>DECV Tag No</td>
<td></td>
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</tbody>
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Name of Person Collecting

<table>
<thead>
<tr>
<th>Signature</th>
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Date of Collecting

<table>
<thead>
<tr>
<th>Witnessed by DECV Staff Member</th>
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