TERMS AND CONDITIONS

1. BACKGROUND

A. The Notebooks for Teachers and Principals Program ("Program") is an initiative of the Government of Victoria administered by the Department of Education and Early Childhood Development ("Department"). The Program is designed to support and encourage principals and teachers ("Recipients") to integrate the use of learning technologies into the classroom, and to provide Recipients with a tool for professional planning, classroom practice, assessment and reporting.

B. The Department has entered into an operating lease with a finance company ("Lessor") for the lease of notebook computers and other related items set out in Schedule 1 ("Equipment") for the purposes of the Program.

C. In accordance with the Program, the Department has agreed to make the Program package as described in Schedule 2 ("Notebook Package"), available to the Recipient under a non-exclusive licence in accordance with these Terms and Conditions.

D. The Notebook Package is provided directly to the Recipient, and this agreement is between the Department and the Recipient personally and not the Recipient’s school.

2. LICENCE

2.1 The Department agrees to make the Equipment available to the Recipient for his or her non-exclusive use in accordance with these Terms and Conditions ("Licence Agreement").

2.2 In consideration of receiving the Notebook Package, the Recipient will:

(a) contribute to the cost of the Notebook Package at the nominated fortnight rate (referred to as the "Contribution Rate");

(b) authorise the deduction of the Contribution Rate from the Recipient’s pre-tax salary by equal fortnightly instalments for the period:

(i) commencing on the date of delivery of the Equipment in accordance with this Licence Agreement, or at a date agreed between the Department and the Recipient (with an agreed date taking precedence over the date of delivery); and

(ii) ending on the date when the total contribution for the notebook package is paid or the date upon which the Equipment is returned to the Department, whichever is the latter;

(c) demonstrate a commitment to ongoing professional development as set out in Schedule 4; and

(d) observe and comply with the terms and conditions of this Licence Agreement.

2.3 The Department will give the Recipient reasonable written notice of any proposed or actual change to the Contribution Rate.

2.4 The Department in relation to the collection of information from the Recipient will comply with the Information Privacy Act 2000 and its Privacy Collection Statement referred to in Schedule 3.

3. PERIOD OF LICENCE

3.1 This agreement will terminate ("Termination Date") upon the:

(a) Department or the Lessor requesting, by notice in writing, the return of the Equipment on or before a date specified in the notice;

(b) Recipient ceasing employment with the Department;
(c) Recipient commencing unpaid leave in excess of six months;
(d) date upon which the Recipient or the Department (whichever first occurs) becomes aware that the Recipient will:
   (i) be absent from his/her employment with the Department for a period greater than 52 weeks; and/or
   (ii) be on secondment to Central or Regional office for a period in excess of six months;
   (iii) commence to be paid superannuation and/or temporary disability benefits.
(e) Recipient breaching any part of clause 4 of this Licence Agreement, or being found by the Department to have engaged in serious or wilful misconduct in relation to his or her obligations in, or in connection with, this Licence Agreement; and/or,
(f) Recipient, after advising the Department in writing that he/she wishes to withdraw from the Program, returns the equipment to the Department in accordance with this Licence Agreement, whichever is the sooner.
(g) Date the Recipient returns the equipment in working order to the school (Principal, SNR) for return to the Department or the Lessor.

3.2 The terms of this Licence Agreement apply only:
(a) in relation to the Equipment provided under this Licence Agreement; and
(b) up to and including the Termination Date.

3.3 The Recipient agrees that nothing in this Licence Agreement, or any other discussions, understandings or correspondence in relation to this Licence Agreement, require the Department to provide the Equipment, or any other goods of a similar nature, to the Recipient under any future related or unrelated arrangement, agreement or program offered by the Department.

3.4 The Equipment or any replacement equipment must be returned to the Department in good repair, condition and working order (ordinary wear and tear excepted) no later than the Termination Date.

4. **RECIPIENT AGREEMENT AS TO USE**

4.1 The Recipient agrees as follows:
(a) to use the Equipment as a work tool and for self-education purposes in accordance with:
   (i) the objectives of the Program; and
   (ii) the Department reserves the right to amend the Department’s Notebooks for Teachers and Principals Program Policy and Guidelines from time to time and to provide information to the Recipient via the Department’s email and other means of communication as outlined in the Department’s Policies and Guidelines;"
(b) to share with other employees of the Department and its schools any curriculum materials or teaching strategies that are developed using the Notebook Package;
(c) to care for and maintain in good working order the Equipment and ensure that the Recipient’s use is in accordance with the Equipment manufacturer’s instructions;
(d) to immediately report any loss of or damage to the Equipment to the Department;
(e) to utilise the warranty support services provided by the manufacturer of the Equipment in relation to the Equipment;
(f) to keep the Equipment under his or her personal control at all times, both during and outside school hours;
(g) to return the Equipment, on or before the Termination Date:
   (i) to the Principal of the Recipient’s school at which he/she is located (as at the Termination Date); or
   (ii) as otherwise directed by the Department;
(h) not to do anything to the Equipment or act in any way in respect of the Equipment in breach of the terms of:
(i) any insurances, warranties, leases, or software licences obtained by the Department; or
(ii) the Department’s Policies and Guidelines, in relation to the Equipment;
(i) not to assign any rights in the Equipment he or she has by virtue of this Licence Agreement;
(j) if the Equipment is lost or damaged in circumstances where such loss or damage as set out in
   **Schedule 6** is:
   (i) not covered by any insurance arranged by the Department or;
   (ii) by reason of breach of this Licence Agreement; or
   (iii) by reason of non-compliance with the Department’s Guidelines, including, but not limited to,
       where the Recipient deals with the Equipment in a wilfully negligent manner;
       the Department is then entitled to discontinue the provision of Equipment under the terms of this
       Licence Agreement if a breach of any of the above occurs;
   (k) that alterations to any hardware comprised in the Equipment can only be made subject to written
       approval by the Department.

4.2 Upon written request by the Department, the Recipient must pay to the Department:
   (a) an amount of money in satisfaction of any amounts payable to the Lessor by the Department
       pursuant to the operating lease;
   (b) either:
       (i) $100 in satisfaction of costs incurred by the Department, in repairing any Equipment, as a
           result of damage to the Equipment; or
       (ii) $200 in satisfaction of costs incurred by the Department, in replacing any Equipment, as a
            result of loss, burglary or theft of the Equipment or
   (c) an amount of money in satisfaction of any other incidental costs, incurred as a direct or indirect
       result of the Recipient’s conduct, including but not limited to:
       (i) breach by the Recipient of a term of this Licence Agreement; and/or
       (ii) failure by the Recipient to return the Equipment on or before the Termination Date whether or
            not requested to do so in writing by the Department.

4.3 To read and be familiar with ‘Using Your Notebook Safely’ as set out in **Schedule 5**

5. **REPLACEMENT EQUIPMENT**

5.1 Upon return of the Equipment to the Department prior to the Termination Date, pursuant to this
   Licence Agreement and where the Recipient requests replacement Equipment for the balance of the
   term of this Licence Agreement, the Department may provide, at its discretion, replacement
   Equipment either:
   (a) on a temporary basis, for a specified period of time; or
   (b) until the Termination Date of this Licence Agreement.

5.2 Any replacement equipment provided by the Department to the Recipient under this Licence
   Agreement will become the Equipment within the meaning of this Licence Agreement.

5.3 The Department reserves the right not to issue replacement equipment to a Recipient under this
   Licence Agreement in circumstances where it considers that such action would not be appropriate,
   including, but not limited to, where the Recipient has:
   (a) breached or allegedly breached a clause or clauses of this Licence Agreement; or
   (b) engaged in serious and/or wilful misconduct in relation to his or her obligations in, or in
       connection with, this Licence Agreement.

6. **ACKNOWLEDGEMENT**

   The Recipient acknowledges that he or she does not own the Equipment and may only use the
   Equipment as provided for in this licence.
7. **TITLE**
   This agreement does not confer on the Recipient or the Department any proprietary interest in or to the Equipment. The Department and the Recipient are authorised users and operators of the Equipment and have no authority to involve the Lessor in any liability or create any lien over the Equipment for repairs or otherwise.

8. **NOTICES**
   Any notice to be given to the Recipient is validly given if it is in writing, signed by the General Manager of Information Technology Division (ITD) Service Delivery at 2 Treasury Place East Melbourne Vic 3002 email: notebook@edumail.vic.gov.au or his or her delegate/s and delivered by pre-paid mail or sent by facsimile to the Recipient’s address as notified on the attached acceptance form or by email to the Recipient’s EduMail account or as amended from time to time.

9. **RIGHTS NOT WAIVED**
   The Department’s rights under this Licence are not affected by any delay in exercising those rights or by it giving the Recipient any time or other indulgence, except to the extent that those rights are waived by any applicable legislation.

10. **EVALUATION PROGRAM**
    The Recipient will, if requested by the Department, participate in an evaluation of the Program.

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**SCHEDULE 1: EQUIPMENT**

- Notebook Computer and peripherals (battery, adaptor, power cord, Optical Drives (where provided) and carry bag or backpack) with operating system software sufficient for use by the Recipient as a work tool and for self education purposes both at home and at school.
- Microsoft Office software, Anti-Virus software and other selected software preloaded on the Notebook Computer, Guides and Manuals.
- User manuals as supplied by the notebook manufacturer.

**SCHEDULE 2: NOTEBOOK PACKAGE**

- The Equipment
- Equipment warranty support and Help Desk for dealing with product faults and difficulties.
- Insurance against loss or damage of the Equipment.

**SCHEDULE 3: PRIVACY COLLECTION STATEMENT**

The Department conducts all daily business operations for the Notebooks for Teachers and Principals Program (NTPP) with information provided by users through teacher registration, on-line Licence Agreements, forms, databases, email contact and feedback. This information assists with the program implementation and asset tracking of Notebooks in circulation throughout Victorian Government Schools.
• Information required for the effective operation of the NTPP is sourced from data provided by Human Resources Management System (HRMS) and used in accordance with The Department of Education and Early Childhood Development Information Privacy Policy. [http://www.education.vic.gov.au/about/deptpolicies/informationprivacy.htm#1](http://www.education.vic.gov.au/about/deptpolicies/informationprivacy.htm#1)
• The staff record number is disclosed to Notebook Lessor for the purpose of assisting with the delivery or collection of Notebooks.
• If the Lessor decides to provide a “buy-back” option to recipients at the end of the lease, the staff record number may be provided to the Lessor to assist the in the purchasing process.

The Notebook Team only accesses personal information from the Department database for the purpose of asset tracking and monitoring recipient contributions.

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**SCHEDULE 4: PROFESSIONAL DEVELOPMENT GUIDELINES**

Teachers and Principals are expected to commit to:

- the use of learning technologies in the school;
  at least 40 hours of professional development in learning technologies in their professional development plan; Refer to these links for ICT Professional Support:

- the use of the Equipment as a tool in their curriculum planning, classroom practice and assessment and report;

- sharing with other teachers curriculum materials or teaching strategies that are developed using the Equipment.

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**SCHEDULE 5: USING YOUR NOTEBOOK SAFELY GUIDELINES**


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**SCHEDULE 6: SAFETY AND SECURITY**

**At Work**

Make sure your notebook is either in your possession or locked away in a secure area, at all times.

**Do not:**

- Leave your notebook unattended even for a short time. If this is unavoidable, ensure someone responsible can look after it for you.
- Leave your notebook un-logged when not in use.
- Share your password with anyone.
- Place it near an external window. Exposure to view from the outside may tempt a would-be thief.
- Leave your notebook in your vehicle, even if the notebook is out of sight and the vehicle is locked.
At Home

Find one or two safe places to store your notebook so that is inaccessible by small children and difficult to locate in the event of a burglary.
Put away your computer in one of these hiding spots as soon as you have finished using it.
Ensure basic household security measures are followed at all times, such as locking doors and windows.

Do not:

- Leave your notebook in view of outsiders even while using it.
- Leave your notebook accessories lying around. They advertise the presence of a notebook.
- Leave your notebook in an unattended vehicle at any time, especially overnight.

TRANSIT

When travelling in the car, public transport or aeroplane you should:

In Car:

Avoid being seen when putting your notebook in a car or taking it out.
Lock your notebook in the boot (making sure it cannot move around) and camouflage it. If a boot is not available, store it in a secure place in the car (Eg. on the floor under a seat) and camouflage it.

Public Transport and Aeroplane:

Keep your notebook with you at all times.

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**ACCEPTANCE OF LICENCE AGREEMENT**

I [<<Name>>] of [<<Address>>] have read and agree to accept the Department of Education and Early Childhood Development’s offer of the Notebook Package in accordance with the terms and conditions of the Notebooks for Teachers and Principals Program Acceptance Licence Agreement.

I hereby authorise the Department to deduct the sum of [<<$4 (Lenovo) or $7 (Apple)>>] per fortnight from my pre-tax salary.

Date: [<<insert date here>>]