

VCAA Assessment Online On Demand Testing Build 97 Agreement

BETWEEN: Victorian Curriculum and Assessment Authority (ABN 82 628 957 617)
of Level 7, 2 Lonsdale Street, Melbourne, VIC, 3000 ('VCAA')

AND: School Name: _____ ("School")

Address: _____

Email Address: _____

Phone: _____ ABN _____

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1. This agreement commences on the date it is signed by the VCAA, and continues for the life of Build 97 of the VCAA Assessment Online – On Demand application (**On Demand**), unless the agreement is earlier terminated in accordance with its terms.
 2. The VCAA grants the School the right to install On Demand on a computer/server on the School network, and to use On Demand for the purpose of administering tests in the On Demand test bank to students enrolled at the School on computers owned by the teachers, students and/or the School, and for no other purpose, on a non-exclusive, non-transferable, royalty-free basis.
 3. The VCAA will make On Demand available to the School via download from a secure site. Installing On Demand will create a virtual machine on the computer/server on the School network. The School will make On Demand available to School students and teachers on School computers for the purposes of this agreement.
 4. The School agrees that it will not reproduce On Demand or communicate On Demand to any third party, other than as permitted by this agreement.
 5. The School warrants that for the period of time during which On Demand is installed on the computer/server on the School network, the School will obtain, maintain and comply with the terms of paid-up licences for the virtual machine for the following third party software, and acknowledges that the VCAA relies on this warranty:
 - a. Microsoft Windows Server 2012 R2 Standard
 - b. Microsoft SQL Server Express 2012.
 6. The School is responsible for installation, licensing and management of appropriate anti-virus software.
 7. The VCAA will provide the following support to the School during the term of this agreement:
 - a. instructions on the initial set-up and installation of On Demand. These instructions must be followed prior to any call to the VCAA for assistance;
 - b. support by telephone Monday to Friday (excluding public holidays) between 9.00 am and 5.00 pm on technical matters such as installation, downloading tests, navigating through On Demand to locate test results, and creating test sessions; and
 - c. updates to On Demand as they are made.

8. Installation and use of On Demand is at the School's own risk. The VCAA makes no warranty as to the availability or suitability of third-party software for the School's information technology systems.
9. The VCAA makes no warranty or representation:
 - a. with respect to the quality, accuracy, completeness or suitability of On Demand or any third-party software;
 - b. that On Demand is error free, free from defects, faults or viruses; or
 - c. that On Demand will meet the School's requirements.
10. To the extent permissible by law, the VCAA excludes all liability for any loss, including consequential and indirect loss or damage arising in respect of this agreement, or any breach of it by the VCAA. To the extent that any liability or obligation of the VCAA cannot be excluded or is not otherwise excluded by this agreement, such liability is limited to the replacement, and/or resupply of On Demand.
11. The School warrants that it will comply with the Privacy and Data Protection Act 2014 (Vic) in relation to use of On Demand.
12. The School indemnifies the VCAA against all expenses, damages, liabilities and costs the VCAA may incur as a direct or indirect result of any breach of this agreement by the School, its employees, contractors, agents and its students, any negligent act or omission of the School, its employees, contractors, agents and its students in connection with this agreement, and any claim by a third party in relation to this agreement, including but not limited to any infringement of a third party's intellectual property rights. The School's liability to indemnify the VCAA under this agreement will be reduced proportionately to the extent that any negligent act or omission of the VCAA contributed to the relevant expense, damage, liability or cost.
13. This agreement may be revoked:
 - a. at any time by agreement between the parties; and
 - b. at any time and without notice by the VCAA if the School breaches any of its obligations in this agreement, or On Demand is withdrawn from service by the VCAA.
14. Upon termination or expiry of this agreement, the right to use On Demand automatically terminates and the School must immediately cease using On Demand and delete it from the computer/server on the School network.
15. Clauses 10, 11, 12 and 14 survive the revocation or expiration of this agreement.

SIGNED for and on behalf of the School by School Principal	
PRINCIPAL NAME: _____	
PRINCIPAL SIGNATURE: _____	
DATE: ____/____/____	
OFFICE USE ONLY:	
DATE: ____/____/____	VCAA OFFICER INITIALS: _____

Please return the signed agreement to the VCAA by fax (03) 9032 1590, email vcaa.ondemand.support@edumail.vic.gov.au, or post to On Demand Helpdesk, VCAA, Level 7, 2 Lonsdale Street, Melbourne 3000. On receipt, the VCAA will make On Demand available to the School via download from a secure site, along with installation instructions.

Any enquires regarding this agreement should be directed to the On Demand Helpdesk on 1800 827 721 or via email to vcaa.ondemand.support@edumail.vic.gov.au