

# **Memorandum of Understanding**

**Between :** The State of New South Wales by its  
NSW Department of Education & Training (DET)  
ABN 40 300 173 822  
Of 35 Bridge St, Sydney NSW 2000

**And:** Catholic Education Commission of NSW (CEC)  
ABN 33 266 477 369  
Of Level 9, 133 Liverpool St. Sydney NSW 1235

**And:** Association of Independent Schools of NSW (AIS)  
ABN 96 003 509 073  
Of Level 12, 99 York St Sydney 2000



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# MEMORANDUM OF UNDERSTANDING FOR LAPTOP RETURN BETWEEN EDUCATIONAL SYSTEMS

## 1. Background

Laptop programs are being implemented in schools across all educational systems. Students are allocated laptops for use while in that school or system.

Students regularly move from schools in one system to schools in another. As a general rule students return school equipment when they move schools. On occasion there will be a student who does not return school equipment. This is costly to the relinquishing school especially if it is a laptop that is not returned.

When this occurs within a system, informal arrangements exist whereby schools assist each other to retrieve and return equipment.

## 2. Purpose

This MoU is intended to establish an agreement between education systems to facilitate the return of laptops when a student moves between NSW Department of Education and Training (DET), Catholic Education Commission of NSW (CEC) or Association of Independent Schools of NSW (AIS) schools.

One way of decreasing loss to schools and maintaining laptop fleet numbers is to ensure that such cooperation in retrieving and returning laptops occurs between school in DET and CEC and between schools in DET and AIS.

The parties do not intend this to be a legally binding agreement.

## 3. Name

This MOU shall be known as '*The Laptop Return Between Educational Systems MOU*'

## 4. Process for retrieval

The parties agree that;

- 4.1 In the event that a student moves from a school with an allocated laptop to a school in another educational system which is a party to this agreement, the relinquishing school will make contact with the family to arrange the return of equipment before the student leaves the relinquishing school.
- 4.2 If this is unsuccessful, based on this MoU, the relinquishing school may advise the family that they can return the laptop to the new school who will then undertake to return it to the relinquishing school.

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- 4.3 The receiving school is requested to approach the student and inform them that they are still in possession of a laptop from the relinquishing school and are requested to return it to the receiving school who will undertake to return it to the relinquishing school.

## **5. Responsibilities under this MoU**

### 5.1 Relinquishing school

Principal or delegate;

- 5.1.1 Ascertain that reasonable attempts have been made to retrieve the laptop from the student before they leave the school.
- 5.1.2 Make contact with the Principal or delegate from the receiving school to request assistance in retrieving the laptop and the name of a contact person at the new school to give to the parent.
- 5.1.3 Agree on the method of return e.g. post or courier and on reimbursement of cost.
- 5.1.4 On receipt of the laptop arrange for timely reimbursement of costs.


### 5.2 Receiving school

Principal or delegate

- 5.2.1 agree to the request.
- 5.2.2 provide the name of a contact person and brief this person.
- 5.2.3 inform the student that this process has been established to assist him /her to return the laptop.
- 5.2.4 collect the laptop from the student.
- 5.2.5 arrange to return the laptop and itemise the cost in the agreed manner.
- 5.2.6 In the circumstance that the student refuses to return the laptop after reasonable opportunity, inform the receiving school who may then choose to treat it as stolen property.

## **6. Variation to this MoU**

- 6.1 This MoU may be varied at any time by mutual agreement of the parties in writing.



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## 7. Term of the MoU

- 7.1 This MOU will come into effect on date of signature by both parties and will be reviewed after 5 years or at a time agreed by the parties.
- 7.2 Each party might bring this MoU to an end by giving written notice to the other
- 7.3 This MoU may be extended if the parties mutually decide to do so.

## 8. Execution

Signed by the authorised representatives of the Parties:

Signed for and on behalf of  
**Catholic Education Commission of  
NSW(CEC)** by its duly approved  
delegate  
**ABN 33 266 477 369**

Name: BRIAN CROKE  
Position: EXECUTIVE DIRECTOR  
Signature: Brian Croke  
Date: 13-09-10

Signed for and on behalf of  
**Association of Independent Schools of  
NSW (AIS)** by its duly approved  
delegate  
**ABN: 96 003 509 073**

Name: GEOFF LEWCOMBE  
Position: EXECUTIVE DIRECTOR  
Signature: [Handwritten Signature]  
Date: 13.09.10

Signed without any intention to create a  
binding legal relationship, for and on  
behalf of the **NSW Department of  
Education and Training** by its duly  
approved delegate  
**ABN: 40 300 173 822**

Name: DES GORMAN  
Position: ACTING DEPUTY DIRECTOR-  
GENERAL, SCHOOLS  
Signature: [Handwritten Signature]  
Date: 8.9.10