

# NETBALL VICTORIA TECHNOLOGY PROGRAM ASSOCIATION / LEAGUE Individual Security User



This is an Agreement made between the following parties and the Victorian Netball Association Incorporated (“Netball Victoria”), as part of the current Netball Victoria database.

<b>Association / League Name:</b>	
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## INDIVIDUAL AGREEMENT

In consideration of the Association and the **IT User** complying with the terms and conditions of this Agreement, Netball Victoria will provide the nominated **IT User** and the Association with access to the current Netball Victoria database.

### The Association:

- (a) Has an Agreement with Netball Victoria to access and use the current database.
- (b) Proposes that the following person have access to the indicated Modules used by the Association (“**IT User**”):

<b>NAME of IT User</b>	
<b>POSITION on Committee</b>	
<b>PHONE</b> (mob. preferred)	
<b>EMAIL ADDRESS</b> (required to use database)	
<b>Working with Children</b> <b>Check No:</b>	

The Association / League **IT User** will assume the following role: *(tick where appropriate)*

SYSTEM ADMIN		Access to high level system administration.
SITE MANAGER		Higher level website and competition related maintenance which is typically related to ‘setup’ or ‘configuration’ tasks.
USER MANAGER		Access to create and maintain other users. <b>Warning</b> – any user who has this role can effectively then grant themselves any other role.
CONTENT MANAGER		Website content related maintenance (eg. Create & maintain Html content, home page, news, events, slideshow galleries).
RESULTS MANAGER		Competition results related maintenance (eg. Clubs: results & scores update, associations: match confirmation, exception reports etc.)
ADMINISTER CHILD		A user within an organization who manages competitions between ‘child’ (clubs) can do so directly without requiring a separate login.
EMAIL SENDER		Sending of email messages.
SMS SENDER		Sending of SMS messages & ordering SMS credits.

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FINANCIAL MANAGER		Access to tasks relating to financial information (eg. Payments/subscriptions made by players or other people in the system).
UMPIRE MANAGER		Umpire Related tasks
PERSON MANAGER		Creation and editing person records and tasks related to person records.

## TERM OF THE AGREEMENT

1. This Agreement will commence on the day of signing by both parties.
2. Notwithstanding the date this Agreement is signed, this Agreement will cease upon thirty days written notification from Netball Victoria and / or the nominated President or General Manager / Business Manager of the Association / League.
3. Netball Victoria reserves the right to terminate this Agreement if the Association or the **IT User** does not abide by all terms and conditions set out in this Agreement.

## OBLIGATIONS OF THE IT USER

4. The **IT User** is bound by the Association's obligations, including but not limited to:
  - (a) Compliance with all directions provided by the Netball Victoria's support group or nominee of Netball Victoria.
  - (b) Compliance with Netball Victoria's policy and procedures in relation to Netball Victoria's database as amended from time to time.
  - (c) Direction of all questions relating to Netball Victoria's support group or nominee of Netball Victoria.

## TERMS AND CONDITIONS

5. In participating in the **Database Management** as an **IT User**, the Association and the **IT User** shall:
  - (a) Agree to enter all members of the Association via the Netball Victoria IT database with accurate member data.
  - (b) Ensure that no member is updated on the database unless that member has paid Netball Victoria's current membership fees in full to the Association.
6. In participating in the **Content Manager (website)** of the Netball Victoria's database as an **IT User**, the Association and the **IT User** must:
  - (a) Ensure that information which is displayed on the Association's website either now or in the future will not be defamatory, libellous, slanderous, obscene, violent, indecent, pornographic, abusive, threatening, harassing, or otherwise capable of being deemed to be inappropriate or inconsistent with the objects of Netball Victoria. Netball Victoria reserves the right to withhold or remove, without notice, messages containing statements which may be classed as any of the above.
  - (b) Ensure the Netball Victoria website software will only be used for netball purposes.
  - (c) Not use the Association's website to advertise or promote any other sports without the prior consent of Netball Victoria.

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- (d) Be aware that Netball Victoria will not be responsible for any content posted by the Association and that the content of all messages, whether expressed as opinions, statements or recommendations, are your own and are not those of the Netball Victoria.
  - (e) Release and forever discharge, to the fullest extent permitted by the law, Netball Victoria, and its officers, directors, committee members, employees and agents from and against all claims, actions, suits, proceedings, causes of action, damages, losses, demands, moneys, costs and expenses (including legal costs) whatsoever and howsoever arising or incurred which the Association now has or may have at any time in the future, related to or in connection with the use of this website software.
  - (f) Agree to indemnify and keep indemnified Netball Victoria from and against all claims, actions, suits, proceedings, causes of action, damages, losses, demands, moneys, costs and expenses (including legal costs) arising or incurred by the Association directly or indirectly in connection with any act, omission or misconduct by the Association or any breach or non-performance by the Association of its obligations under this Agreement.
7. In participating in the **Communication (email & SMS)** of the Netball Victoria's database as an **IT User**, the Association and the **IT User** shall:
- (a) Ensure that all communications by the Association comply with relevant privacy and SPAM laws of the State of Victoria and Commonwealth of Australia.
  - (b) Ensure that all communications are distributed from a valid and authorised email address which is active and set to receive email correspondence.
  - (c) Action requests to remove subscribers from communications in a timely manner.
  - (d) Ensure that all communications feature predominately netball related information.
  - (e) Ensure that information pertaining to other sports is not promoted without the prior written consent of Netball Victoria.
  - (f) Ensure that information which is circulated either now or in the future will not be defamatory, libellous, slanderous, obscene, violent, indecent, pornographic, abusive, threatening, harassing, or otherwise capable of being deemed to be inappropriate or inconsistent with the objects of Netball Victoria.
  - (g) Be aware that Netball Victoria will not be responsible for any communications posted by the Association, and that the content of all messages whether expressed as opinions, statements or recommendations, are the Association's and not those of the Netball Victoria.
  - (h) Release and forever discharge, to the fullest extent permitted by the law, Netball Victoria, and its officers, directors, committee members, employees and agents from and against all claims, actions, suits, proceedings, causes of action, damages, losses, demands, moneys, costs and expenses (including legal costs) whatsoever and howsoever arising or incurred which this Association now has or may have at any time in the future have, related to or in connection with the use of this communications software.
  - (i) Agree to indemnify and keep indemnified Netball Victoria from and against all claims, actions, suits, proceedings, causes of action, damages, losses, demands, moneys, costs and expenses (including legal costs) arising or incurred by the Association directly or

indirectly in connection with any act, omission or misconduct by the association or any breach or non-performance by the Association of its obligations under this Agreement.

**CONFIDENTIAL INFORMATION**

8. For the purposes of this agreement, “confidential data” is all data (in any form) relating to a member which is collected, used, disseminated or copied for the purposes of the Netball Victoria’s database. The Association and **IT User** acknowledge that a breach of this clause may result in immediate suspension or withdrawal of the current Netball Victoria’s database access rights and / or termination of this Agreement.
9. The Association and the **IT User** shall:
  - (a) Not disclose during the term of the Agreement, or after its termination, to any person any confidential data which is obtained during, or incidental to, the performance of this Agreement.
  - (b) Ensure that work stations are not left unattended while logged on to the Netball Victoria’s database and that electronic files are otherwise securely stored.
  - (c) Ensure that confidential data shall not be left out in the open, particularly at the Association.
  - (d) Ensure that all confidential data (in hard form) will be kept in a locked file / drawer.
  - (e) Ensure that confidential data (in hard form) will be shredded and electronic files deleted when their usefulness has passed.
  - (f) Ensure that confidential data shall be used by the Association only for the purpose of managing the Association and in accordance with this Agreement.
  - (g) Ensure that confidential data is not used, disseminated or copied for any other purpose, unless prior written approval has been provided by Netball Victoria.
10. The Association and the **IT User** acknowledge and agree that Netball Victoria owns all confidential data and other data and material created as a result of the Netball Victoria’s database and this Agreement.

**LIABILITY AND INDEMNITY**

11. The Association and the **IT User** agrees that:
  - (a) Netball Victoria is not liable for injury or damage suffered or incurred by any person or to any property, as a result of any breach of this Agreement by the Association or the **IT User**.
  - (b) It will indemnify, and keep indemnified, Netball Victoria in respect of all claims, demands, proceedings, judgements, damages, fines, penalties, costs, expenses or losses, which the Association may suffer or incur, as a result of any breach of this Agreement by the Association or the **IT User**.
12. Netball Victoria makes no warranties whatsoever in relation to the continuation of the Netball Victoria’s database, the ability to access the Netball Victoria’s database or any modules, or the security of any information entered on to the Netball Victoria’s database by the Association.

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## TERMINATION

13. This Agreement may be terminated at any time by any party by giving the other parties not less than thirty (30) days notice in writing. In addition, Netball Victoria may terminate or suspend rights to this agreement without notice if:

- (a) Subject to Clause 13(b), the Association or the **IT User** is failing to comply with the terms of this Agreement and has failed to remedy such breach after at least one weeks written notice by Netball Victoria to do so;
- (b) The Association or the **IT User** breaches Clause 9 of this agreement;
- (c) The Association is no longer affiliated to Netball Victoria or has otherwise had its rights restricted; or
- (d) The Association is liquidated, put into receivership or steps are taken towards either event.

Upon termination, the Association shall return to Netball Victoria all property belonging to Netball Victoria including, without limitation, all documents and electronic material in relation to or created as a result of the Netball Victoria's database.

## MISCELLANEOUS

- 14. This agreement may be varied only by agreement in writing between the parties.
- 15. This Agreement replaces all previous written or oral agreements or understandings between the parties.
- 16. This Agreement shall be governed by and construed in accordance with the law for the time being in force in Victoria and the parties submit to the jurisdiction of the courts in that State.
- 17. Netball Victoria, at its discretion, may suspend access to the IT Program for any breach of this Agreement.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

**(Association President or General Manager / Business Manger)**

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

**(IT User)**

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

**(Netball Victoria Nominee)**