

Part A – Grant of licence in relation to Student Work

You grant to the Australian Curriculum, Assessment and Reporting Authority (ABN 54 735 928 084) (ACARA) a licence in relation to the Student Work on the following terms:

1. Licence to ACARA

- 1.1 The Student Work licence is a permanent, irrevocable, world-wide, non-exclusive, royalty-free, licence to:
- a. adapt, edit or modify;
 - b. communicate to the public on any Platform (such as by uploading the Student Work to a website or emailing the Student Work);
 - c. distribute;
 - d. exhibit in public (in the case of artistic works and films);
 - e. make a cinematograph film of;
 - f. perform;
 - g. publish (making the Student Work public for the first time);
 - h. reproduce (such as by making photocopies or including it in a Film);
 - i. sub-license; and
 - j. use,
- the Student Work, including any cinematograph film of the Student Work created under clause 1.1(e).

2. ACARA's further rights in relation to the Student Work

- 2.1 You agree that ACARA:
- a. will not return physical copies of the Student Work to the student;
 - b. may supplement the Student Work with any other material (including, but not limited to, a rating for the work and annotations referenced to the relevant year level achievement standard);
 - c. may use the Student Work in a different context from that originally envisaged;
 - d. does not guarantee that it will use the Student Work or distribute it on any Platform or include it in any Film; and
 - e. will not pay you or the student for providing this consent or granting this licence in relation to the Student Work.

3. Third party materials

- 3.1 You represent that the Student Work is entirely original work, except for any material which is owned by a third party (or third parties) and:
- a. listed on the cover sheet accompanying each Student Work; or
 - b. advised to ACARA or ACARA's contractor at the time of filming the Student Work.

4. Moral Rights

- 4.1 You consent to the performance of any of the following classes or types of acts or omissions by ACARA or any person claiming under or through ACARA (whether occurring before or after the consent is given):
- a. using, reproducing, adapting or exploiting all or any part of the Student Work, with or without attribution of authorship;
 - b. supplementing the Student Work with any other material (including, but not limited to, a rating for the work and annotations referenced to the relevant year level achievement standard);
 - c. using the Student Work in a different context to that originally envisaged;
 - d. releasing the Student Work to the public; and
 - e. incorporating the Student Work into any Platform.

Part B – Consent

1. Use of image

- 1.1 You consent to ACARA or ACARA's contractor filming the student in school activities or in relation to the Student Work, and using such images in any Film, including by publishing the Film on any Platform accessible by the public, and otherwise using the Film for the purposes set out in clause 2 of Part C.

2. Privacy

- 2.1 You consent to:
- a. the student's school, or representatives of relevant schooling systems, disclosing to ACARA the Student Work and the other personal information set out in clause 1 of Part C;
 - b. ACARA and representatives of relevant schooling systems collecting your and the student's personal information, including the sensitive information listed in clause 1 of Part C;
 - c. ACARA disclosing the student's personal information by publishing the Student Work or the Film (**Material**) on a public Platform (with or without password protection) noting that:
 - (1) ACARA's ability to control what people who access the public Platform do with the Material is limited; and

- (2) the Material will be accessible to people outside Australia. These people may not be subject to the same privacy requirements as ACARA and ACARA will **not** take steps to ensure that the people handle the Material in accordance with Australian privacy laws; and
 - (3) if an overseas recipient handles the personal information in breach of the Australian Privacy Principles:
 - A. ACARA will not be accountable under the Privacy Act 1988 (Cth) (**Privacy Act**); and
 - B. you and the student will not be able to seek redress under the Privacy Act.
 - d. other education bodies listed in clause 3.3 of Part C disclosing the student's personal information by publishing the Material on their public Platforms or by including web-links on their public Platforms to the Material published by ACARA on a public Platform.
- 2.2 ACARA will **not** publish the names of you or the student on any Platform.

Part C – Privacy Notice

1. Personal information collected

- 1.1 ACARA has requested that you and the student's teacher provide ACARA with information about you and the student as listed in the Schedule to this deed poll. In addition to that information, the Student Work itself, and any Film, ACARA may request that the student's teacher also provide ACARA with all or some of the following personal information (via a cover sheet that accompanies each piece of Student Work):
 - a. whether English is an additional language or dialect for the student;
 - b. whether the student identifies as an Aboriginal student or a Torres Strait Islander student; and
 - c. whether the student falls within any other student diverse group including (without limitation) students with disability or gifted and talented students.
- 1.2 ACARA or ACARA's contractor may create and retain films of the student.
- 1.3 The only consequences for the student and you if this deed poll is not signed is that ACARA will not be able to use either the Student Work or the images of the student contained in the Film.

2. Purpose of collection

- 2.1 ACARA requires some or all of the personal information set out in the Schedule to this deed poll, the Student Work, any Film and the other personal information listed in clause 1 of this Part C so ACARA or ACARA's contractor can do any or all of the following:
 - a. upload the Student Work or the Film to any Platform (including publicly available Platforms) as illustrations of achievement, including categorising the Student Work or the Film according to particular categories of student performance;
 - b. conduct research into the breadth of each achievement standard for each learning area and year level, using selected student work to demonstrate the quality of learning expected of students;
 - c. creating resources for principals, schools, teachers and parents illustrating a broad range of matters including (without limitation):
 - (1) how students with diverse needs can access and participate in the Australian Curriculum; and
 - (2) the variety of ways that different schools have managed the Australian curriculum;
 - d. conduct research regarding teacher feedback on the usefulness of the Student Work or the Film for future Australian Curriculum content;
 - e. assist government to formulate policies in relation to education matters;
 - f. ascertain whether the Student Work contains materials owned by third parties and, if so, replace third party images and text with other materials owned by, or licensed to, ACARA;
 - g. supplement the Student Work with other material (including, but not limited to, a rating for the work and annotations referenced to the relevant year level achievement standard);
 - h. re-use the Student Work and the Film in the performance of ACARA's other functions under section 6 of the ACARA Act including (without limitation) in the national assessment program (**NAP**);
 - i. re-use the Student Work and the Film (or still photos from the Student Work or Film) in promoting ACARA's activities, including (without limitation) in ACARA's reports, on social media Platforms, on ACARA's Platforms, on other Platforms and at events hosted by ACARA; and
 - j. authorise media organisations to use the Student Work or the Film (or still photos from the Student Work or the Film), to report the news, including (without limitation) reporting on the NAP literacy and numeracy tests.
- 2.2 ACARA is authorised to collect personal information for the purposes outlined above under sections 6 and 40 of the ACARA Act.

3. Use or disclosure by ACARA and education bodies

- 3.1 ACARA will **use or disclose** your and the student's personal information for the purposes stated in clause 2 of this Part C. ACARA may upload the Student Work or Film to any Platform (including a public Platform). ACARA will never publish the names of you or the student.
- 3.2 ACARA will **not disclose** your or the student's name for direct marketing purposes. In limited circumstances, ACARA may be required or authorised to disclose the names of you and the student under the Privacy Act.

- 3.3 ACARA may also **disclose** the Student Work and the Film to Commonwealth, State and Territory Departments of Education, State education authorities and other education bodies, including (without limitation) the Australian Institute for Teaching and School Leadership, Education Services Australia Limited, non-government school authorities and overseas schools where the Australian Curriculum is taught. These education bodies may **use or disclose** the Student Work or the Film in one or more of the following ways:
- a. incorporating the Student Work or the Film (or excerpts) in other support materials to assist teachers and students;
 - b. including web-links on their Platform to the Student Work or the Film published by ACARA on a Platform; and
 - c. supplementing the Student Work or the Film with any other material (including, but not limited to, commentary).

Support materials may be made available in different forms, such as in hard copy, on disk, and as digital publications that can be downloaded from password protected or public Platforms of these education bodies.

4. Further information

- 4.1 ACARA's privacy policy at www.acara.edu.au/privacy.html contains information about how you can:
- a. request to access and correct your personal information; and
 - b. make a complaint about the handling of your personal information by ACARA, including how ACARA will deal with such a complaint.
- 4.2 You can also find further information at:
- a. www.acara.edu.au/contact_us.html regarding ACARA's contact details; and
 - b. www.australiancurriculum.edu.au regarding the Australian curriculum.

Part D – Definitions

1. Definitions

- 1.1 For the purposes of the license (Part A), the consent (Part B) and the privacy notice (Part C):
- a. **ACARA Act** means the *Australian Curriculum, Assessment and Reporting Authority Act 2008* (Cth);
 - b. **Film** means any cinematograph film, audiovisual recording, or similar material created by ACARA or ACARA's contractor;
 - c. **Platform** means any service or medium used for electronic communication including (without limitation) websites, social media, mobile telephony, IPTV, multimedia programs and apps, and those that come into existence after the date of this deed poll; and
 - d. **Student Work** means any work or other subject matter created by the student, which is protected by the *Copyright Act 1968* (Cth) and includes:
 - i. works which will be created by the student in the future while attending or for school; and
 - ii. literary works (including text and computer programs), artistic works (including photographs, drawings, logos, graphic design and clip art), musical works, sound recordings and cinematograph film works (moving images and accompanying sound track, including in films and animated computer games).