

---

**Charles Sturt University**

---

**Fleming College**

---

# **Agreement for Academic Cooperation (Canada)**

## Contents

Parties .....	1
Background .....	1
Agreed terms .....	1
<b>1 Interpretation</b>	<b>1</b>
1.1 Definitions	1
1.2 Construction	3
1.3 Headings	3
<b>2 Term</b>	<b>3</b>
<b>3 Management and Review</b>	<b>4</b>
3.1 Coordinating Officers	4
3.2 Annual Review	4
3.3 Agreement Subject to Applicable Regulations	4
<b>4 Admission</b>	<b>4</b>
<b>5 Credit for Bachelor of Science (Forensic Biotechnology) Program</b>	<b>4</b>
5.1 Subject Credits	4
<b>6 Approved CSU Course</b>	<b>4</b>
6.1 The Approved CSU Course Structure	4
6.2 Admitted Applicants to be Students of CSU	5
6.3 CSU Rules to Apply	5
6.4 Assessment	5
6.5 Award Of CSU Degree	5
<b>7 Marketing and Promotion</b>	<b>5</b>
7.1 FC marketing responsibilities	5
7.2 CSU's marketing responsibilities	5
<b>8 Library</b>	<b>6</b>
<b>9 Delivery and Government Approvals</b>	<b>6</b>
<b>10 General</b>	<b>6</b>
10.1 Representations and Warranties	6
10.2 Trade Marks, Business Names and Logos	6
10.3 Notices	7
10.4 Insurance	7
10.5 Legal costs	7

10.6 Waiver and exercise of rights	7
10.7 Rights cumulative	8
10.8 Governing law and jurisdiction	8
10.9 Assignment	8
10.10 Further Action and Co-operation	8
10.11 Variation	8
10.12 Entire agreement	8
10.13 Relationship of parties	8
10.14 Survival	9
10.15 Confidential Information	9
10.16 Dispute Resolution	10
10.17 Continued Performance	10
10.18 Termination	11
10.19 Actions arising upon expiry or termination	11
10.20 Authority	11
10.21 FC Indemnity	11
10.22 CSU Indemnity	11
10.23 Force Majeure	12
10.24 Further Academic Cooperation	12

## Parties

The parties to this Agreement are the parties named in Item 1 of Schedule 1.

## Background

- A Charles Sturt University (CSU) and Fleming College (FC) have agreed to collaborate for provision of tertiary education programs to Students and the promotion of educational and cultural exchange between Australia and Canada.
  - B CSU and FC wish to enter into an arrangement whereby students who have completed a relevant FC academic program will be granted credit towards a CSU Degree course in a related discipline .
  - C The parties have agreed to enter into this Agreement to document the terms and conditions governing that arrangement and related library and marketing matters.
  - D The Agreed Terms section and Schedule 1 of this agreement set out the general provisions applicable to all programs for progression from FC academic program to CSU Degree courses and the Appendices to this agreement each set out the specific provisions for progression from a particular FC Diploma to a particular CSU Degree.
- 

## Agreed terms

### 1 Interpretation

#### 1.1 Definitions

In this Agreement:

**Act** means the *Charles Sturt University Act 1989*.

**Agreement** means this Agreement for Academic Cooperation (Canada) and includes all schedules, appendices and manuals.

**Applicable Regulation** means any applicable law or regulation of the Commonwealth of Australia, the State of New South Wales, the Dominion of Canada and the Province of Ontario.

**Applicant** means a person who:

- (a) has completed a FC Diploma; and
- (b) has applied for admission to the Approved CSU Course.

**Approved CSU Course** means a sequence of subjects of CSU that leads to the award of the corresponding CSU Degree as set out in the appendices to this Agreement.

**By Law** means the *Charles Sturt University By Law 1995*.

**Confidential Information** means information stored in any format in any way relating to the Prospective Students, Students, business transactions, charges, records, financial affairs and trade secrets of CSU and/or FC, other than information which is in the public domain.

**Commencement Date** means the later date of the Execution of this Agreement by both Parties or the Date of Commencement set out in Item 2 of Schedule 1.

**Council** means the Council of Charles Sturt University established under the Act.

**CSU** means Charles Sturt University as set out in Item 1 of Schedule 1.

**CSU Coordinating Officer** means the person from CSU's Office of International Relations named in Item 5 of Schedule 1.

**CSU Degree** means the degree that may be awarded on the successful completion of the Approved CSU Course.

**CSU Rules** means the Act, By Laws, Rules, regulations, policies, guidelines, manuals and standards applying to Students of CSU.

**Distance Education** means a study mode that allows students to complete the Approved CSU Course from their home or workplace, without the requirement of being physically present at a specific location (university campus).

**FC** means Fleming College as set out in Item 1 of Schedule 1.

**FC, Coordinating Officer** means the person named in Item 6 of Schedule 1

**Force Majeure** means any act, event or circumstance arising from natural causes, human agency or otherwise beyond the reasonable control of the Parties including without prejudice to the generality of this statement, terrorist activity, biological diseases, strike lock-outs or other industrial disputes, fights, civil commotion, fire, flood, drought, loss, delay in the air, at sea, or in inland transit, malicious damage, war and restraint of any government or other public or statutory warranty.

**Insurance Period** means the period commencing on the Date of Commencement as specified in Item 2 of Schedule 1 and ending on and including the last day that any claim, demand or judicial order may be enforced against any party hereto, in relation to or in connection with this Agreement.

**Loss** means any loss (including loss of profit and loss of expected profit), claim, action, liability, damage, cost, charge, expense, outgoing, payment, diminution in value or deficiency of any kind or character which a party pays, suffers or incurs or is liable for including:

- (a) liabilities on account of Tax;
- (b) interest and other amounts payable to third parties; and
- (c) legal (on a full indemnity basis) and other expenses incurred in connection with investigating or defending any claim or action, whether or not resulting in any liability and all amounts paid in settlement of any claim or action.

**Service Fee** means the fee, if any, set out in the Appendix for the Approved CSU course.

**Student** means a person who has been accepted for enrolment by CSU in one or more subjects of an Approved CSU Course.

**Subject** means the subjects of study within the Approved CSU Course.

**Tax** includes, but is not limited to:

- (a) all taxes levied, imposed or assessed under any statute, ordinance, decree, regulation, order or law in Australia, in the Territory or elsewhere; and
- (b) taxes in the nature of sales tax, consumption tax, value added tax, payroll tax, group tax, income tax, business tax, Pay As You Go tax, Pay As You Earn tax, undistributed profits, fringe benefits tax, recoupment tax, withholding tax, land tax, water rates, municipal rates, stamp duties, other

duties or other state, territorial, provincial or municipal charges, impositions or taxes levied, imposed or collected by any governmental body, together with any additional tax, interest, penalty, charge, fee or other amount of any kind assessed, charged or imposed in relation to the late or short payment of the same or the failure to file any return.

**Territory** means the Province of in the Dominion of Canada set out in Item 4 of Schedule 1.

**Unit** means the subjects of study within the Approved Program.

## **1.2 Construction**

Unless expressed to the contrary, in this Agreement:

- (a) words in the singular include the plural and vice versa;
- (b) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (c) "includes" means includes without limitation;
- (d) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it; and
- (e) a reference to:
  - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
  - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
  - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
  - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation; and
  - (v) The Australian term 'subject' as used in this agreement equates in practice to the Canadian term "course", and the Australian term "course" as used in this agreement equates in practice to the Canadian term 'program'.

## **1.3 Headings**

Headings do not affect the interpretation of this Agreement.

## **2 Term**

This Agreement shall commence on the later date of the Date of Execution of this Agreement by both Parties or the Date of Commencement set out in Item 2 of Schedule 1, and shall continue for a period of five (5) years or until terminated beforehand pursuant to clause 10.18.

### **3 Management and Review**

#### **3.1 Coordinating Officers**

- (a) Each party shall appoint a Coordinating Officer to liaise with the other party's Coordinating Officer regarding the general operation of this Agreement.
- (b) Details of the Coordinating Officers are set out in Items 5 and 6 of Schedule 1.

#### **3.2 Annual Review**

- (a) An annual review of the operation of this Agreement shall be conducted by the parties prior to the end of each calendar year.

#### **3.3 Agreement Subject to Applicable Regulations**

- (a) The provisions of this Agreement (including all rights, obligations, exclusions and limitations) apply only to the extent permitted under the Applicable Regulations.
- (b) Where a provision of this Agreement is invalidated or does not comply with an Applicable Regulation, the parties agree to cooperate to amend this Agreement to bring the Agreement into compliance with the Applicable Regulation.
- (c) Each party will at all times in respect of its functions and responsibilities under or arising out of this agreement, act in accordance with the requirements of the Applicable Regulations.

### **4 Admission**

- (a) An Applicant for admission to an Approved CSU Course must already hold the prerequisite FC award for the course and any additional admission requirements as specified in Item 5 of the relevant Appendix.
- (b) Prior to applying for admission to the Approved CSU Course, or being admitted to the Approved CSU Course, an applicant must meet CSU's admission criteria.
- (c) Admission of students to an Approved CSU Course is at the sole discretion of CSU in accordance with academic standards of CSU and CSU Rules.

### **5 Credit for FC Academic Program**

#### **5.1 Subject Credits**

CSU shall grant Students Subject Credits for the successful completion of the FC Academic Program towards the Approved CSU Course as set out in Item 6 of the relevant Appendix.

### **6 Approved CSU Course**

#### **6.1 The Approved CSU Course Structure**

The course structure for the Approved CSU Course in an Articulation Program as at the date of the commencement of this Agreement shall be as set out in Item 7 of each Appendix to this Agreement.

The parties acknowledge that CSU may change the structure of its Approved CSU Course during the term of this Agreement in response to governmental accreditation requirements and/or CSU internal course review processes, in which event CSU shall give written notice of any such change to FC.

**6.2 Admitted Applicants to be Students of CSU**

An Applicant who has been accepted for admission by CSU to the Approved CSU Course in accordance with clause 4 shall be a Student of CSU with respect to that Approved CSU course

**6.3 CSU Rules to Apply**

Students of CSU shall be taught and assessed, and otherwise subject to, the CSU Rules applicable to Students of CSU from time to time.

**6.4 Assessment**

CSU shall be responsible for the assessment of Students admitted to the Approved CSU Courses in accordance with the academic standards of CSU and CSU Rules.

**6.5 Award Of CSU Degree**

The award of a CSU Degree shall be subject to:

- (a) the Student being assessed by CSU as having Successfully Completed the subjects that constitute the Approved CSU Course; and
- (b) the Council approving the conferral of the award.

**7 Marketing and Promotion**

**7.1 FC Marketing Responsibilities**

- (a) FC may in cooperation with CSU:
  - (i) market and promote CSU, and the Approved CSU Courses with integrity and accuracy;
  - (ii) ensure that any marketing is conducted in accordance with applicable CSU Policies and Rules and with the Applicable Regulations;
  - (iii) ensure that any marketing and any warranty or representation made to any person is not inconsistent with the terms of this Agreement; and
  - (iv) obtain the written consent and approval of the CSU Coordinating Officer to the publication of any marketing or promotion materials in relation to CSU or the Approved CSU Courses, prior to publication.
- (b) FC may permit authorised CSU marketing staff and consultants to conduct promotional activities, distribute literature and brochures, conduct admission exercises and undertake related marketing activities directly with prospective Students and members of the public at FC's facilities and at recruitment events or activities in the Territory.

**7.2 CSU's Marketing Responsibilities**

- (a) CSU shall:
  - (i) provide FC with a reasonable number of approved CSU course brochures, application forms and appropriate materials;
  - (ii) determine which Applicants will be made an offer to enrol in the Approved CSU Course;
  - (iii) provide supplementary advice to Applicants via the web, email, fax or post;
  - (iv) cooperate with FC in marketing and promotion activities;



## **8 Library**

Each student admitted to a CSU Approved Course will have access to both:

- (a) the FC Library and its electronic databases and subscriptions, and
  - (b) the CSU Library and its electronic databases and subscriptions,
- subject to compliance by the student with each Library's borrowing policies.

## **9 Delivery and Government Approvals**

**9.1** The parties acknowledge that CSU Approved courses covered by this Agreement may be delivered on site in the Province of Ontario, and/or in Australia and or by Distance Education from Australia.

**9.2** Where a CSU Approved Course is delivered within the Province of Ontario the delivery of that CSU Approved course shall be subject to the prior grant of permission to CSU to offer the course on site in Ontario by the Minister of Training, Colleges and Universities of Ontario, and where applicable, by the accreditation committee of the professional body of the discipline for Ontario.

## **10 General**

### **10.1 Representations and Warranties**

Each of the Parties to this Agreement represents and warrants that:

- (a) it is duly incorporated under the laws of the country of its registration;
- (b) it has the power and authorisation to enter into and perform its obligations under this Agreement and to carry out the transaction contemplated in this Agreement;
- (c) it has taken all necessary action to authorise the entry into and performance of this Agreement and to carry out the transaction contemplated in this Agreement;
- (d) it will comply with all Applicable Regulations in the performance of its duties and obligations under this Agreement
- (e) neither the execution and performance by it of this Agreement nor any transaction contemplated under this Agreement will violate in any respect any provision of:
  - (i) its constituent documents; or
  - (ii) any other document, agreement or other arrangement binding upon it or its assets.

### **10.2 Trade Marks, Business Names and Logos**

A party shall not:

- (a) use the name, registered or unregistered trade mark or logo of the other party or any related entity to the other party supplied by one party to the other for any purpose other than that agreed under this Agreement without the prior written consent and approval of the other party;
- (b) establish any entity (including a company) or register any name, business name or trade mark that includes a similar name, or uses a similar logo or elements of any logo, that are associated with or owned by the other party or any related entity to the other party;

- (c) assume or create, or attempt to assume or create, directly or indirectly, any obligation on behalf of or in the name of the other party, or a related entity to the other party, except as provided in this Agreement; or
- (d) incur any expenditure or other liability on behalf of the other party without prior written approval from the other party or its nominated representative.

### **10.3 Notices**

- (a) The address for notices of the parties are set out in Item 3 of Schedule 1.
- (b) Any notice, demand, consent or other communication given or made under this document must be:
  - (i) clearly readable;
  - (ii) signed by the party giving or making it (or signed on behalf of that party by its authorised representative); and
  - (iii) left at the address or sent by pre-paid security post (air mail if outside Australia) to the address or to the fax number of the recipient.
- (c) Any communication will be taken to be received by the recipient:
  - (i) in the case of a letter, on the third (seventh, if sent outside the country in which the letter is posted) Business Day after the date of posting;
  - (ii) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile communication was sent in its entirety to the fax number of the recipient; and
  - (iii) in the case of an email, on the date and at the time of its sending.

### **10.4 Insurance**

- (a) CSU must effect and maintain public liability insurance for an amount of not less than AUD\$10 million any one claim and professional indemnity insurance for an amount of not less than AUD\$10 million in the aggregate during the Insurance Period. CSU will, if requested by FC, provide FC with a certificate of currency or other acceptable evidence of such insurances;
- (b) FC must effect and maintain public liability insurance for an amount of not less than CAD\$10 million any one claim and professional indemnity insurance for an amount of not less than CAD\$5 million in the aggregate during the Insurance Period. FC will, if requested by CSU, provide CSU with a certificate of currency or other acceptable evidence of such insurances.

### **10.5 Legal costs**

Except as expressly stated otherwise in this Agreement, each party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this Agreement.

### **10.6 Waiver and exercise of rights**

A right or remedy created by this document cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

**10.7 Rights cumulative**

Except as expressly stated otherwise in this Agreement, the rights of a party under this Agreement are cumulative and are in addition to any other rights of that party.

**10.8 Governing law and jurisdiction**

- (a) This Agreement is governed by and is to be construed in accordance with the laws of the Province of Ontario and of the Dominion of Canada.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Ontario, and of the Dominion of Canada and any courts which have authority to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

**10.9 Assignment**

- (a) Except as otherwise provided in this Agreement, a party must not assign, novate or subcontract its rights, obligations or interests under this Agreement without the prior written consent of the other party, which consent may be withheld in the other party's absolute discretion.
- (b) Any purported dealing in breach of this clause is of no effect.

**10.10 Further Action and Co-operation**

Each party must:

- (a) promptly execute all documents and do all other things reasonably necessary or desirable to give effect to the arrangements recorded in this document;
- (b) do everything reasonably necessary to give effect to its performance of this document;
- (c) not knowingly do anything to frustrate or hinder the performance of this document;
- (d) co-operate with the other party in the performance of this document; and
- (e) ensure that its officers, employees, contractors and other personnel co-operate with the officers, employees, contractors and other personnel of the other party in the performance of this document.

**10.11 Variation**

A provision of this document can only be varied by a later written document executed by all parties.

**10.12 Entire Agreement**

The contents of this document constitute the entire agreement between the parties and supersede any prior negotiations, representations, understandings or arrangements made between the parties regarding the subject matter of this document, whether orally or in writing.

**10.13 Relationship of parties**

- (a) Nothing in this document:
  - (i) constitutes a partnership, employment or joint venture arrangement between the parties; or
  - (ii) except as expressly provided, makes a party an agent of another party for any purpose.

- (b) A party cannot in any way or for any purpose:
  - (i) bind the other party; or
  - (ii) contract in the name of the other party.
- (c) For the avoidance of doubt, the parties acknowledge and agree they are independent contractors and no training or supervision given by, or assistance from, CSU will negate such independence.
- (d) Neither party will make any agreements, representations or warranties in the name of, or on behalf of, the other, or otherwise hold out to any third party that their relationship with the other party is other than that of independent contractor. Neither party will be obliged by, nor have any liability for any agreements, representations or warranties made by the other.

**10.14 Survival**

Any accrued rights and remedies of a party will survive termination or expiry of this document.

**10.15 Confidential Information**

- (a) The parties recognise the need to maintain independence and confidentiality of information, particularly in respect of work undertaken.
- (b) The receiving party agrees that it will not, except to the extent authorised by the disclosing party in writing, commercially use or disclose to any third party any such Confidential Information, provided, however, that the foregoing restrictions on use and disclosure will not apply to such Confidential Information which:
  - (i) at, prior or subsequent to the time of such disclosure is independently known to the receiving party;
  - (ii) was in the public domain prior to the commencement of this Agreement;
  - (iii) comes into the public domain subsequent to the date of this Agreement, otherwise than as a result of a breach by the receiving party of its obligations hereunder;
  - (iv) is disclosed to the receiving party by any third party having the lawful right to do so; or
  - (v) is disclosed by the receiving party as required by law.
- (c) A receiving party covenants and agrees in favour of the disclosing party that all of the Confidential Information provided to, or obtained by the receiving party, or of which the receiving party becomes aware as a result of the exercise of the rights granted to the receiving party under this Agreement:
  - (i) will be kept strictly confidential;
  - (ii) will, before disclosing any of the Confidential Information to any third party, take all reasonable action (including if necessary, the execution of confidentiality agreements) to ensure that such third party will not use or disclose the Confidential Information except in the manner and to the extent permitted in this Agreement;
  - (iii) will be used exclusively, and only to the extent necessary, for the specified purpose and not for any other purpose;

- (iv) will be safely and securely stored when not in use; and
- (v) will remain the absolute and exclusive property of the disclosing party.
- (d) Each party will limit access to the Confidential Information to that party's consultants, officers, employees, agents or advisers ('authorised persons'):
  - (i) who are assigned to work pursuant to this Agreement; and
  - (ii) who reasonably require the Confidential Information for the purpose of this Agreement.
- (e) For the purposes of this Agreement the following definitions shall apply:
 

**disclosing party** means a party who discloses Confidential Information under this Agreement.

**information** means and includes information of any nature, knowledge, technology, ideas, technical data, concepts, techniques, processes, formulas, expertise, computer programs, trade secrets, inventions, discoveries, designs, methods, know-how and data, whether recorded or not.

**receiving party** means a party who receives Confidential Information under this Agreement.

#### **10.16 Dispute Resolution**

- (a) A party may not commence any court or arbitration proceedings relating to a dispute unless it complies with this clause except where the party seeks urgent interlocutory relief.
- (b) A party who has a dispute arising out of or relating to or in connection with this agreement, or the breach, termination or invalidity thereof, must give written Notice to the other parties to the dispute specifying the nature of the dispute.
- (c) On receipt of the notice specified in subclause 10.16(b), the parties to the dispute must within fourteen (14) days of receipt of the Notice seek to resolve the dispute.
- (d) If the dispute is not resolved within fourteen (14) days or within such further period as the parties agree then the parties agree to endeavour in good faith to settle the dispute by mediation administered by the ADR Institute of Ontario Inc. at facilities located in Ontario before having recourse to arbitration or litigation.
- (e) The language of the mediation will be English.
- (f) Each party must pay half the costs of the mediator appointed pursuant to clause 10.16(d).
- (g) This clause will not merge on completion.

#### **10.17 Continued Performance**

The parties must continue to perform their obligations under this Agreement, despite and during any dispute resolution or mediation conducted under clause 10.16.

**10.18 Termination**

- (a) Either party may terminate this Agreement at any time during the term, by giving written notice of termination to the other party, upon the happening of any one or more of the following events:
  - (i) where a resolution of the other party is passed or court order is made for the winding up of that party or an administrator is appointed to that party pursuant to any relevant law;
  - (ii) a receiver or manager or receiver and manager is appointed to the assets or undertaking of the other party or any part thereof; or
  - (iii) if the other party fails duly and punctually to carry out any obligation on its part to be performed or observed pursuant to this Agreement and the failure is not rectified within thirty (30) days after service of a written notice on the other party specifying the nature of the failure and directing the other party to whom the notice is addressed to rectify the failure or cause the failure to be rectified.
- (b) Upon service of such Notice of termination under subclause 10.18(a) this Agreement will be deemed terminated
- (c) Either party may terminate this Agreement by giving at least three (3) months written notice of termination.
- (d) Upon agreement by the Parties, this Agreement may be terminated.

**10.19 Actions arising upon expiry or termination**

- (a) From the date of expiry or termination of this Agreement FC shall not market or promote the Course to prospective Students
- (b) On and after termination of this Agreement each Party, to the extent permitted by Applicable Regulation:
  - (i) must return, or at the request of the other Party, destroy all records, files, notebooks, correspondence and papers or documents (in machine readable form or otherwise) in its possession which belong to the other Party; and
  - (ii) must not record or keep a copy of any Confidential Information of the other Party in any form.

**10.20 Authority**

The signatories hereby personally warrant that they have express and sufficient legal authority to execute this Agreement on behalf of the party on whose behalf they have signed.

**10.21 FC Indemnity**

FC indemnifies CSU against all Loss that CSU may sustain or incur as a result, whether directly or indirectly, of any negligent act, omission or wilful misconduct of FC or its officers, employees or subcontractors under or arising out of this Agreement or any breach of its obligations under this Agreement, except to the extent that the Loss arises from the negligence or wilful misconduct by CSU or its staff.

**10.22 CSU Indemnity**

CSU indemnifies FC against all Loss that FC may sustain or incur as a result, whether directly or indirectly, of any negligent act, omission or wilful misconduct of

CSU or its officers, employees or subcontracts under or arising out of this Agreement or any breach of its obligations under this Agreement, except to the extent that the Loss arises from the negligence or wilful misconduct by FC or its staff.

**10.23 Force Majeure**

- (a) If a Party becomes unable, wholly or in part, due to Force Majeure, to carry out any of its duties or obligations under this Agreement:
  - (i) it must give the other Party prompt written notice of:
    - (a) the detailed particulars of the Force Majeure;
    - (b) so far as is known, the probable extent to which it will be unable to perform or will be delayed in performing the duty or obligation;
  - (ii) the relevant duty or obligation, so far as it is affected by the Force Majeure, will be suspended during the continuance of the Force Majeure, and the Party will not be liable for any affected breach of or non-performance of its obligations; and
  - (iii) it must use all reasonable efforts to alleviate the effects of the Force Majeure as quickly as possible.
- (b) No Party will be liable for any breach or non-performance of its obligations under this Agreement on account of Force Majeure.

**10.24 Further Academic Cooperation**

- (a) The parties will seek where possible to facilitate further academic cooperation in one or more of the following areas:
  - (i) the development of collaborative research projects and programs;
  - (ii) the organisation of joint academic and scientific activities, such as courses, conferences, seminars, symposia or lectures;
  - (iii) the promotion of artistic and cultural activities;
  - (iv) the exchange of research and teaching staff;
  - (v) the development of staff development programs;
  - (vi) the exchange of students;
  - (vii) the exchange of publications and other materials of common interest;
  - (viii) programs to improve awareness of international developments in higher education;
  - (ix) such other areas of cooperation as may be agreed between the parties.
- (b) Any additional academic cooperation in relation to specific activities will be documented in a separate and formal agreement executed by the parties in accordance with the policies and procedures of the respective parties.

Executed as an Agreement.

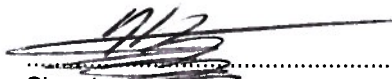
Signed on behalf of **CHARLES STURT UNIVERSITY** in the presence of:

  
.....  
Signature of Witness

*MARK D. MATHIEWS*  
.....  
Name of Witness

Position *Driver/ Admin Assistant*

*23 August 2011*  
.....  
Date

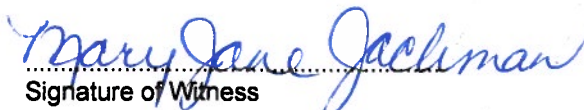
  
.....  
Signature

.....  
Professor Ian Goulter

Vice-Chancellor and President

*23 August 2011*  
.....  
Date

Signed on behalf of **FLEMING COLLEGE** in the presence of:

  
.....  
Signature of Witness

*MARYJANE JACKMAN*  
.....  
Print name of Witness

Position *EXEC. ASST, VICE PRESIDENT  
ACADEMIC*

*2011/09/21*  
.....  
Date

  
.....  
Signature

.....  
Tony Tilly

President

*2011/09/21*  
.....  
Date



Schedule 1

**Item 1 Parties**

---

**Charles Sturt University** a university established by the Charles Sturt University Act 1989 of the State of New South Wales, Australia ( ABN 83 878 708 551) and having its registered office at Panorama Avenue, Bathurst NSW 2795, Australia (**CSU**)

**And**

**Fleming College** 599 Brealey Drive, Peterborough, Ontario K9J 7B1, Canada (**FC**)

**Item 2 Date of Commencement**

---

September 1, 2011

**Item 3 Address for Notices**

---

**CSU**

University Secretary  
Charles Sturt University  
The Grange  
Panorama Avenue  
Bathurst  
New South Wales 2795  
AUSTRALIA

**FC**

Coordinator,  
Biotechnology Technologist - Forensics Program  
Fleming College  
599 Brealey Drive  
Peterborough  
Ontario  
K9J 7B1  
Canada

**Item 4 Territory**

---

The Province of Ontario, Canada

**Item 5 CSU Coordinating Officer**

---

<b>Name</b>	<b>Mr Peter Reeves</b>
<b>Organisation</b>	<b>Charles Sturt University</b>
<b>Position</b>	<b>CSU Ontario Program Manager</b>
<b>Division</b>	<b>Office of International Relations</b>
<b>Address</b>	<b>The Grange Panorama Avenue Bathurst New South Wales AUSTRALIA 2795</b>
<b>Telephone</b>	<b>+ 61 2 6338 4374</b>
<b>Facsimile</b>	<b>+ 61 2 6338 4838</b>
<b>Email</b>	<b>preeves@csu.edu.au</b>

**Item 6 FC Coordinating Officer**

---

<b>Name</b>	<b>Ms Trudy A Heffernan</b>
<b>Organisation</b>	<b>Fleming College</b>
<b>Position</b>	<b>Director, Academic Division</b>
<b>Address</b>	<b>Centre for Learning and Teaching 599 Brealey Drive Peterborough, Ontario CANADA K9J7B1</b>
<b>Telephone</b>	<b>(705) 749-5520</b>
<b>Facsimile</b>	<b>(705) 749-5540</b>
<b>Email</b>	<b>theffern@flamingc.on.ca</b>

Appendix A – Bachelor of Science (Forensic Biotechnology)

<b>Item 1</b>	<b>FC Academic Program</b> Advanced Diploma Biotechnology Technologist - Forensics			
<b>Item 2</b>	<b>Approved CSU Course</b> Bachelor of Science (Forensic Biotechnology)			
<b>Item 3</b>	<b>Intake Session/Trimester</b> Semester 1 (Spring Session, February to June)			
<b>Item 4</b>	<b>Minimum enrolment required for course commencement</b> N/A			
<b>Item 5</b>	<b>Additional Admission Requirements</b> N/A			
<b>Item 6</b>	<b>CSU Subject Credits for Program or Units completed within the Academic Program</b>  CSU Subject Credits for Successful Completion of the DC Academic Program will be equivalent to 10 subjects (80 subject credit points) of the Approved CSU Course as set out following.  Any Student who varies from Successful Completion of the Academic Program in Item 1, will be assessed and determined on a case by case basis.			
	<b>FC Academic Program details</b>		<b>Approved CSU Course subjects to be credited</b>	
	<b>Subject Code</b>	<b>Subject Name</b>	<b>Subject Code</b>	<b>Subject Name</b>
	SCIE131	Chemistry 1	CHM 104	Chemistry 1A
	SCIE132	Chemistry II	CHM 107	Chemistry 1B
	SCIE009	Biology 1	BMS 129	Physiological Sciences 1
	SCIE010	Biology II	BMS 130	Physiological Sciences 2
	SCIE093	Laboratory Physics	BMS 105	Introductory Medical Science
	AUTM068	Laboratory Automation 1		
	AUTM069	Laboratory Automation II		
	SCIE094	Microbiology	MCR 101	Introductory Microbiology
	COMP222	Database Management and Analysis	STA 201	Statistics
	MATH069	Math for Health Sciences		

	SCIE089	Forensic DNA Applications 1	FSC 200	Introduction to Forensic Science
	SCIE090	Forensic DNA Applications II		
	SCIE091	Forensic DNA Applications III		
	SCIE092	Forensic DNA Applications IV		
	SCIE095	Molecular Biology	BMS 240	Human Molecular Genetics
	SCIE096	Biochemistry	BCM 210	Foundations and Techniques in Biochemistry
			<i>Plus</i>	Two subject equivalent breadth electives
<b>Item 7</b>	<b>Subjects in CSU Approved CSU Course to be completed at CSU</b>			

<b>Courses Required for completion of BSc Forensic Biotechnology, full-time on campus</b>					
<b>Year 3 Semester 1</b>	Breadth Elective	<i>Histotechniques (lab sessions) - BMS229</i>	<i>Special Topics- BMS301</i>	<i>Microbial Biotechnology- BMS215</i>	<i>Food Microbiology (lab sessions) - FDS202</i>
<b>Year 3 Semester 2</b>	Breadth Elective	Molecular Cell Biology (lab sessions)- BMS241	Applied Legal Studies (forensics) - LAW107	Protein Biochemistry (lab sessions) - BMS235	Crime Scene (lab sessions) - FSC201
<b>Year 4 Semester 3</b>	Breadth Elective	Immunology (lab sessions)- BMS418	Biotechnology and Industry- SCI400	Genetic Engineering & Bioinformatics (lab sessions)- BMS415	Virology, Mycology & Parasitology (lab sessions)- BMS439
<b>Year 4 Semester 4</b>	Breadth Elective	Clinical Bacteriology (lab sessions)- BMS438		DNA & Forensic Technology (lab sessions)- BMS414	
<p>Professional practice (work experience) forms an integral part of the program. A minimum of six weeks professional practice must be completed in the final calendar year of the program.</p>					


**Recommended course pattern for completion of BSc Forensic Biotechnology part-time by distance education (compulsory residential schools indicated)**

<b>Year 3 Semester 1</b>	Microbial Biotechnology -BMS215	Food Microbiology (Residential school) - FDS202
<b>Year 3 Semester 2</b>	Applied Legal studies (Forensics) - LAW107	Molecular Cell Biology (Residential school) - BMS241
<b>Year 4 Semester 1</b>	Special Topics - BMS301	Histotechniques (Residential school) - BMS229
<b>Year 4 Semester 2</b>	Crime Scene (Residential school) - FSC201	Protein Biochemistry (Residential school) - BMS235
<b>Year 5 Semester 1</b>	Genetic Engineering & Bioinformatics (Residential school) - BMS415	Immunology (Residential school) - BMS418
<b>Year 5 Semester 5</b>	Clinical Bacteriology (Residential school) - BMS438	DNA & Forensic Technology (Residential school) - BMS414
<b>Year 6 Semester 1</b>	Virology, Mycology & Parasitology - BMS439	Biotechnology and Industry -SCI400
<b>Year 6 Semester 2</b>	Virology, Mycology & Parasitology (Residential school) - BMS439	Biotechnology and Industry -SCI400
Four breadth elective courses (32 points) are required. These may be undertaken in any semester, dependent upon availability and choice of course.		

This Appendix shall come into effect on the first Semester Commencement Date following the signing of this Appendix and shall continue in effect until the expiry or termination of this Agreement or earlier termination of this Appendix.

Signed on behalf of the parties by:

For CSU

  
.....  
Signature

.....  
Professor Ian Goulter

.....  
Vice-Chancellor and President

For FC

  
.....  
Signature

.....  
BLAINE M. HARVEY  
Print Name

.....  
VICE-PRESIDENT, ACADEMIC  
Position

..... 23 August 2011 ..... Date

..... 20 September 2011 ..... Date