



Agreement for Articulation Program (International)

Charles Sturt University

The Sir Sandford Fleming College of Applied Arts
and Technology

Schedule 1 – Agreement details

Item 1	Parties	<p>Charles Sturt University a university established in the State of New South Wales, Australia by the Charles Sturt University Act 1989 (ABN 83 878 708 551) and having its registered office at Panorama Avenue, Bathurst NSW 2795 Australia (Charles Sturt)</p> <p>and</p> <p>The Sir Sandford Fleming College of Applied Arts and Technology of 599 Brealey Drive, Peterborough, Ontario K9J 7B1, Canada (FC)</p>														
Item 2	Commencement Date	Date of execution of this Agreement														
Item 3	Address for notices	<p>Charles Sturt: Mr Thomas Burton Acting Pro-Vice Chancellor, Global Engagement and Partnerships Charles Sturt University Port Macquarie campus 7 Major Innes Road Port Macquarie NSW 2444 AUSTRALIA</p> <p>The Sir Sandford Fleming College of Applied Arts and Technology: Tom Phillips, PhD Vice President, Academic Experience The Sir Sandford College of Applied Arts and Technology 599 Brealey Drive Peterborough Ontario K9J 7B1 CANADA</p>														
Item 4	Territory	The Province of Ontario, Canada														
Item 5	Approved Charles Sturt Course Fees	The tuition fee for the Approved Charles Sturt Course is determined one year in advance and is expected to increase according to Charles Sturt's Tuition Fee Policy.														
Item 6	Charles Sturt Coordinating Officer	<table border="0"> <tr> <td>Name:</td> <td>Rachel Stephens</td> </tr> <tr> <td>Organisation:</td> <td>Charles Sturt University</td> </tr> <tr> <td>Position:</td> <td>Partnership Manager</td> </tr> <tr> <td>Division:</td> <td>Office of Global Engagement and Partnerships</td> </tr> <tr> <td>Address:</td> <td>Boorooma Street Wagga Wagga NSW 2678 AUSTRALIA</td> </tr> <tr> <td>Telephone:</td> <td>+61 2 6933 4335</td> </tr> <tr> <td>Email:</td> <td>rstephens@csu.edu.au</td> </tr> </table>	Name:	Rachel Stephens	Organisation:	Charles Sturt University	Position:	Partnership Manager	Division:	Office of Global Engagement and Partnerships	Address:	Boorooma Street Wagga Wagga NSW 2678 AUSTRALIA	Telephone:	+61 2 6933 4335	Email:	rstephens@csu.edu.au
Name:	Rachel Stephens															
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Item 7	FC Coordinating Officer	<table border="0"> <tr> <td>Name:</td> <td>Molly Westland</td> </tr> <tr> <td>Organisation:</td> <td>The Sir Sandford College of Applied Arts And Technology</td> </tr> <tr> <td>Position:</td> <td>Director of Academic Quality, Planning and Operations</td> </tr> <tr> <td>Address:</td> <td>599 Brealey Drive Peterborough Ontario K9J 7B1 CANADA</td> </tr> <tr> <td>Telephone:</td> <td>705-749-5530 ext. 1238</td> </tr> <tr> <td>Email:</td> <td>molly.westland@flemingcollege.ca</td> </tr> </table>	Name:	Molly Westland	Organisation:	The Sir Sandford College of Applied Arts And Technology	Position:	Director of Academic Quality, Planning and Operations	Address:	599 Brealey Drive Peterborough Ontario K9J 7B1 CANADA	Telephone:	705-749-5530 ext. 1238	Email:	molly.westland@flemingcollege.ca		
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Executed as an Agreement

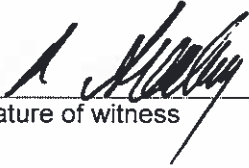
The signatories hereby personally warrant that they have express and sufficient legal authority to execute this Agreement on behalf of the party on whose behalf they have signed.

SIGNED for **CHARLES STURT UNIVERSITY** in the presence of

)
)
)



Signature



Signature of witness


Professor Andrew Vann
Vice Chancellor and President

SHARON SANDRY
Name of witness (print)

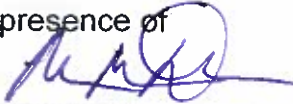
28/10/2019
Date signed

SIGNED for **THE SIR SANDFORD FLEMING COLLEGE OF APPLIED ARTS AND TECHNOLOGY** in the presence of

)
)
)



Signature



Signature of witness

Tom Phillips, PhD
Vice President, Academic Experience

Melissa MacDougall
Name of witness (print)

19/11/2019
Date signed

Parties

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

Background

- A Charles Sturt and FC wish to cooperate in the provision of tertiary education programs to prospective students and the promotion of educational and cultural exchange between Australia and Canada.
 - B Charles Sturt wishes to grant students, who successfully complete a FC courses, or certain units of specified courses, credit towards specified Charles Sturt courses.
 - C The parties have agreed to enter into this Agreement to document the terms and conditions governing this arrangement.
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Agreed terms

1 Interpretation

1.1 Definitions

In this Agreement:

Act means the *Charles Sturt University Act 1989*.

Agreement means this Agreement for Articulation Program and includes all schedules, appendices and manuals.

Applicable Regulation means a law or regulation of the Commonwealth of Australia, the State of New South Wales or Canada which regulates the provision of education services to students in Australia. The Australian applicable regulations include the ESOS Act, the *National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007*, the *Higher Education Support Act, 2003 (Cth)*, the *Tertiary Education Quality and Standards Agency Act 2011 (Cth)* and the *Higher Education Act, 2001 (NSW)*.

Applicant means a person who Successfully Completes:

- (a) the Pathway Program or Units of the Pathway Program; and
- (b) has applied for admission to the Approved Charles Sturt Course.

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

Articulation Program means an individual program whereby an applicant is granted Subject Credits for the completion of a Pathway Program or the completion of Units within a Pathway Program that, in conjunction with the completion of certain Subjects that form part of an Approved Charles Sturt Course, may lead to the award of a Charles Sturt Degree as set out in the appendices to this Agreement.

Business Day means a day which is not a Saturday, Sunday or public holiday in New South Wales, Australia or Canada.

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

Claim means any loss, 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.

Confidential Information of a party means all trade secrets, financial information and other commercially or scientifically valuable information of whatever description and in whatever form (whether written or oral, visible or invisible) which:

- (a) has been designated as confidential by a party;
- (b) by its nature would be reasonably regarded as confidential;
- (c) is capable of protection at law or equity as confidential information; or
- (d) is derived or produced partly from the Confidential Information,

but does not include information that is in the public domain or is independently known or developed by the party receiving the information other than as a result of a breach of this Agreement or any other obligation of confidentiality owed by or to any other person. Confidential Information includes the Service Fee.

Cohort means a group of Students with a common statistical characteristic including a particular year group.

Commencement Date means the date set out in Item 2 of Schedule 1.

Consequential Loss means loss of revenue, loss of profits, loss of anticipated savings or business, loss of opportunity or expectation loss and any other form of consequential, special, indirect, punitive or exemplary loss or damage.

Coordinating Officer means the officer from each party appointed pursuant to clause 3.2 and specified in Items 8 and 9 of Schedule 1.

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

Charles Sturt Degree means the degree that may be awarded on the Successful Completion of the Approved Charles Sturt Course in accordance with Charles Sturt Policies.

Charles Sturt Policies means all policies and rules applying to the operation of Charles Sturt including the Act, the By Law, and all other rules, regulations, policies, procedures, processes, guidelines, manuals and standards applying to visitors, contractors, Students or staff of Charles Sturt, as amended or varied from time to time and available on the Charles Sturt website.

ESOS Act means the *Educational Services for Overseas Students Act* 2000 of the Commonwealth of Australia, as amended from time to time.

External Audit Authority means the Tertiary Education Quality and Standards Agency, the NSW Auditor General, the Commonwealth Auditor General and any other Authority with authority under any Law to audit, investigate or review the academic and administrative activities of Charles Sturt and includes any auditor appointed by Charles Sturt.

Force Majeure means any act of God, fire, malicious damage, war, revolution, or any other unlawful act against public order or authority, an industrial dispute or a

governmental restraint.

International Student means a person who is not a citizen of the Commonwealth of Australia, or a permanent resident of the Commonwealth of Australia, (whether within or outside Australia) who is registered as enrolled by Charles Sturt, holds a student visa and any other relevant visa that permits the holder to study in Australia and is an 'Overseas Student' as defined by the ESOS Act.

Law means any applicable legislation of the Commonwealth of Australia, the State of New South Wales or Canada.

On Campus Education means a study mode that requires Students to be physically present at a specific location to complete the Approved Charles Sturt Course.

Online Education means a study mode that allows Students to complete the Approved Charles Sturt Course from their home or workplace, without the requirement of being physically present at a specific location.

Marketing Material means all brochures, advertisements and other marketing or promotional material which is used to promote the Articulation Program or the Approved Courses.

Pathway Program means a sequence of Units offered by FC that leads to the award of FC as set out in the appendices to this Agreement.

Personal Information has the same meaning as in the Privacy Act, being information or an opinion (including information or an opinion forming part of a database and whether or not recorded in a material form) about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

Privacy Act means the *Privacy and Personal Information Protection Act 1998 (NSW)*.

Prospective Student means a person who intends to become, or has taken any steps towards becoming, a Student.

Session means the period of instruction of approximately four months occurring three times each calendar year as set out in the Charles Sturt Principal Dates Calendar (available at <http://www.csu.edu.au/about/important-dates/principal>).

Student means a person who has been accepted for enrolment by Charles Sturt in one or more Subjects of an Approved Charles Sturt Course.

Subject means the subjects of study within an Approved Charles Sturt Course.

Subject Credit means the credit granted by Charles Sturt to Students for Successfully Completing the Pathway Program or Units within the Pathway Program.

Successfully Completed means that a Student has been assessed by the relevant party as having completed assessable material to the academic standard required to pass the relevant Subject or Unit or Pathway Program or Approved Charles Sturt Course, as applicable.

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.

Term means the period of the Agreement specified in clause 2.

Territory means the geographic location where FC will deliver its services under this Agreement as specified in Item 4 of Schedule 1 of this Agreement.

Unit means the subjects of study within the Pathway Program.

1.2 Construction

In this Agreement, unless the context requires otherwise:

- (a) **(headings)** headings are inserted for convenience only;
- (b) **(including)** including and includes are not words of limitation;
- (c) **(grammatical forms)** if a word or phrase is defined its other grammatical forms have corresponding meanings.
- (d) **(rules of construction)** no part of this Agreement is to be construed against a party on the basis that the party or their legal advisers drafted it.
- (e) **(legislation)** a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations, ordinances, by-laws or instruments issued under it.
- (f) **(currency)** money is in Australian dollars unless otherwise stated and a reference to 'A\$', '\$A', 'dollar', '\$' or AUD is a reference to Australian currency.

2 Term

2.1 This Agreement will commence on the Commencement Date and continue for a term of five (5) years unless otherwise terminated earlier pursuant to this Agreement.

2.2 The parties may renew this Agreement for any period by agreement in writing prior to expiry of this Agreement.

3 Management and Review

3.1 Academic Year

The academic year at Charles Sturt extends from January to December including Sessions. Students from FC will be accepted for entry at the beginning of the next applicable Session intake as set out in Item 3 of the applicable Appendix, after the required entry criteria have been met and providing that all necessary immigration, travel and other arrangements can be concluded by the Student in time for entry no later than the first teaching day of the Session.

3.2 Coordinating Officers

- (a) Each party will 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 6 and 7 of Schedule 1.

3.3 Review

- (a) A review of the operation of this Agreement (**Review**) may be initiated at any time at the request of either Charles Sturt or FC.

- (b) Each party agrees to cooperate with the other party in conducting any Review.

4 Articulation Programs

4.1 Articulation Programs

- (a) Articulation Programs consist of a Pathway Program and an Approved Charles Sturt Course.
- (b) The details of each Articulation Program will be incorporated as a separate Appendix to this Agreement commencing with Appendix A.
- (c) Each Appendix will include details of:
 - (i) the Pathway Program which articulates with the Approved Charles Sturt Course for the award of the corresponding Charles Sturt Degree;
 - (ii) the intake Session in which the Approved Charles Sturt Course can accept students;
 - (iii) the Subject Credits that Charles Sturt will grant to a Student who has completed the Pathway Program or Units of the Pathway Program;
 - (iv) the Approved Charles Sturt Course to which the Applicant may apply; and
 - (v) the Subjects the Applicant must complete within the Approved Charles Sturt Course to be eligible for the corresponding Charles Sturt Degree.

4.2 Changing the Articulation Programs

- (a) Except as provided in subclause 4.6(e), any agreement to add, vary or delete an Appendix from this Agreement will be in writing and signed by both parties.
- (b) If the Approved Charles Sturt Course is discontinued:
 - (i) Charles Sturt and FC will cooperate fully in adding, varying or deleting an Appendix to this Agreement in order to make appropriate arrangements for Students currently enrolled in the Approved Charles Sturt Course to allow them to complete the Approved Charles Sturt Course; and
 - (ii) If Charles Sturt and FC do not reach agreement on this, either party may terminate this Agreement in accordance with clause 13.

4.3 Admission

- (a) An Applicant may apply for admission to an Approved Charles Sturt Course for which the Pathway Program is a prerequisite, subject to subclauses 4.3(b) and 4.3(c).
- (b) Prior to applying for admission to an Approved Charles Sturt Course, or being admitted to an Approved Charles Sturt Course, an Applicant must meet Charles Sturt admission criteria, including English language requirements.
- (c) Admission of students to an Approved Charles Sturt Course is at the sole discretion of Charles Sturt in accordance with academic standards of Charles Sturt and Charles Sturt Policies.

4.4 Subject Credits

Charles Sturt will grant Students Subject Credits for the Successful Completion of the Pathway Program or Units with the Pathway Program as set out in the Appendix.

4.5 Quality of Pathway Program to be Maintained

The grant of Subject Credit for the Pathway Program or Units within the Pathway Program under this Agreement will be conditional on FC maintaining, at all times during the Term, the:

- (a) academic quality of students admitted to the Pathway Programs; and
- (b) the academic quality and standards of the Pathway Programs.

4.6 Quality Assurance Review

- (a) Charles Sturt may conduct a quality assurance review of the Pathway Program at any time where Charles Sturt forms the view that the academic standard of Students enrolled in the Approved Charles Sturt Courses, from the Pathway Program, has changed across the Cohort.
- (b) The quality assurance review will be conducted in cooperation with FC and will be the same, as far as practical, to the process that would be applied if the Pathway Program were delivered by Charles Sturt in Australia.
- (c) If, after conducting the quality assurance review, Charles Sturt forms the view that the Pathway Program is not provided at an equivalent level of academic quality, or that the standard of students admitted by FC to the Pathway Program has changed, from the quality or standards in place at the Commencement Date, Charles Sturt will notify FC in writing, detailing the nature and scope of its concerns.
- (d) If, after six (6) months from the date of notification, Charles Sturt remains of the view that the quality of the Pathway Program or standard of the students is not of an equivalent academic quality or standard as at the Commencement Date, Charles Sturt may by notice in writing to FC:
 - (i) delete the relevant Appendix from the Agreement whereupon that Appendix will be deemed to be rescinded and the parties will cease to be bound by any obligation under this Agreement with respect to the admission of Students from that Pathway Program to the corresponding Approved Charles Sturt Course set out in that Appendix;
 - (ii) terminate the Agreement in accordance with clause 13 of this Agreement; or
 - (iii) take such other action as is appropriate in the view of Charles Sturt.
- (e) Notwithstanding clause 16.8, Charles Sturt may delete or amend an Appendix to this Agreement, under this subclause, without approval of FC.

4.7 Non exclusive

The parties acknowledge and agree that each party may wish to develop or may already offer similar articulation programs for students of other institutions.

5 Approved Charles Sturt Course

5.1 Subjects Comprising the Approved Charles Sturt Course

The Approved Charles Sturt Course will comprise the Subjects approved by Charles Sturt and set out in each Appendix to this Agreement.

5.2 Admitted applicants to be Students of Charles Sturt

An Applicant who has been accepted for admission by Charles Sturt to the Approved Charles Sturt Course in accordance with clause 4.3 will be a Student of Charles Sturt with respect to their enrolment in those Subjects only.

5.3 Delivery

An Approved Charles Sturt Course will be delivered in the study mode specified in the relevant Appendix.

- 5.4 Charles Sturt Policies to Apply
Students of Charles Sturt will be taught and assessed, and otherwise subject to, the Charles Sturt Policies applicable to all enrolled students of Charles Sturt from time to time.
- 5.5 Assessment
Charles Sturt will be responsible for the assessment of Students admitted to the Approved Charles Sturt Courses in accordance with the academic standards of Charles Sturt and Charles Sturt Policies.
- 5.6 Award of Charles Sturt Degree
The award of a Charles Sturt Degree will be subject to:
- (a) the Student being assessed by Charles Sturt as having Successfully Completed the Subjects that constitute the Approved Charles Sturt Course; and
 - (b) the Council approving the conferral of the award.

6 Marketing and Recruitment

- 6.1 FC's marketing responsibilities
- (a) FC will, at its own expense, and in cooperation with Charles Sturt:
 - (i) market and promote Charles Sturt, the Articulation Program and the Approved Charles Sturt Course with integrity and accuracy;
 - (ii) ensure that any marketing is conducted in accordance with applicable Charles Sturt Policies, Applicable Regulations and any applicable Law;
 - (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 Charles Sturt Coordinating Officer to the publication of any Marketing Material in relation to Charles Sturt, the Articulation Program or the Approved Charles Sturt Course prior to publication.
 - (b) FC must permit authorised Charles Sturt marketing staff and consultants to conduct promotional activities, distribute literature and brochures, conduct admission exercises and undertake related marketing activities directly with Students and Prospective Students and members of the public at FC's facilities and at recruitment events or activities in the Territory.
- 6.2 FC's recruitment responsibilities
- (a) FC will, at its own expense, and in cooperation with Charles Sturt:
 - (i) identify and recruit suitable Prospective Students for study as On Campus Education International Students or Online Education International Students in the Approved Charles Sturt Courses in accordance with Charles Sturt's recruitment and enrolment procedures as notified to FC's Co-ordinator Officer in writing by Charles Sturt from time to time;
 - (ii) ensure that prior to making an application, Prospective Students are provided with information provided by or approved by Charles Sturt about:
 - (a) Charles Sturt facilities, equipment and learning resources;
 - (b) the Approved Charles Sturt Course;

- (c) the Approved Charles Sturt Course requirements;
 - (d) the Approved Charles Sturt Course fees; and
 - (e) the admission requirements including minimum level of English language proficiency, educational qualifications and work experience required for acceptance into the Approved Charles Sturt Course;
- (iii) assist suitable Applicants to apply for admission to the Approved Charles Sturt Course using the forms required by Charles Sturt for this purpose from time to time;
 - (iv) distribute any offer of enrolment documents received from Charles Sturt to the Applicant within three (3) Business Days of receipt; and
 - (v) assist suitable Applicants to accept offers to enrol in the Approved Charles Sturt Course using the forms required by Charles Sturt for this purpose from time to time.
- (b) FC will not advise any Applicant that their application for admission has been successful or that they have been enrolled in the Approved Charles Sturt Course without the prior written approval of Charles Sturt.

6.3 Charles Sturt's responsibilities

- (a) Charles Sturt will:
 - (i) provide FC with a reasonable number of approved Charles Sturt course brochures, application forms and other appropriate Marketing Materials;
 - (ii) duly process all completed applications for admission to the Approved Charles Sturt Course proposed by FC; and
 - (iii) determine which Applicants will be made an offer to enrol in the Approved Charles Sturt Course;
 - (iv) provide access to relevant parts of Charles Sturt's internet based service for Applicants;
 - (v) provide supplementary advice to Applicants via email, fax or post; and
 - (vi) cooperate with FC in marketing and recruitment activities;
- (b) Charles Sturt will not be under any obligation or requirement to admit or enrol an Applicant where that Applicant is purported to be enrolled by FC in breach of clause 6.2(b).
- (c) An Applicant who has accepted an offer of enrolment by Charles Sturt to the Approved Charles Sturt Course will be enrolled as a student of Charles Sturt and will be subject to Charles Sturt Policies throughout the Approved Charles Sturt Course.

7 Trade Marks, Business Names and Logos

- 7.1 Subject to clause 7.2, a party will not 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.
- 7.2 Each party grants a limited licence to the other to use its logo for the purpose of any Marketing Material that is authorised pursuant to clause 6 provided FC complies with any conditions or style guides provided to them regarding the use of that logo.

8 Confidentiality

- 8.1 Each party as the recipient of Confidential Information must, in relation to the Confidential Information of the other party (**Discloser**):
- (a) keep it confidential;
 - (b) use it only as permitted under this Agreement; and
 - (c) immediately notify the Discloser if the party becomes aware of any unauthorised copying, use or disclosure in any form.
- 8.2 Each party must promptly:
- (a) comply with any request by the Discloser to return or destroy any or all copies of Confidential Information; and
 - (b) upon expiry or termination of this Agreement, return to the Discloser all remaining Confidential Information provided to it by the Discloser.
- 8.3 A party may disclose Confidential Information of the other to those of its employees, directors, officers, agents and legal, financial or other professional advisers who have a need to know the information for the purposes of this Agreement, provided that, prior to the disclosure, the party ensures that those persons are bound by equivalent obligations of confidentiality in relation to the Confidential Information as set out in this clause 8.
- 8.4 A party may disclose Confidential Information of the other to the extent that it is required to be disclosed by law, provided that:
- (a) the party must, to the extent reasonably practicable, give prior notice to the Discloser of the proposed disclosure with full details of the circumstances and the information to be disclosed, allowing the Discloser reasonable opportunity to prevent the disclosure by making representation to the relevant court or other body why the information should not be disclosed;
 - (b) the party must postpone any disclosure required by law for as long as the party is able to, without prejudicing its own position; and
 - (c) the party must only disclose the minimum amount necessary to comply with legal requirements.
- 8.5 Neither party may make any public announcement concerning the subject matter of this Agreement without the prior consent of the other party.

9 Privacy

- 9.1 Each party agrees, in relation to all Personal Information coming into its possession or control under this Agreement, to:
- (a) comply with the information privacy principles set out in the Privacy Act;
 - (b) ensure the Personal Information is only used for the purpose of performing its obligations under this Agreement;
 - (c) take all reasonable steps to ensure the Personal Information is protected against loss and against unauthorised access, use, modification or disclosure;
 - (d) not disclose any such Personal Information without the written authority of the other party or the individual to whom the Personal Information relates;
 - (e) immediately notify the other party where it becomes aware that a disclosure of such Personal Information may be required by law.
- 9.2 Nothing in this clause 9 is intended to require a party to deal with Personal Information in a manner which would cause that party to breach any other privacy law by which it is bound.

10 Records and Audit

10.1 Books and records

- (a) FC must keep full and adequate records concerning the performance by XXX of its obligations under this Agreement as required by Applicable Regulations and any Law.
- (b) FC must, within five (5) Business Days of receiving a request to do so from Charles Sturt, give Charles Sturt a report and/or access to any information which may be reasonably required to:
 - (i) assess FC's compliance with this Agreement;
 - (ii) assess or assure the quality of the Pathway Program; or
 - (iii) enable any claim for payment or refund or invoice to be verified.

10.2 Audit by or on behalf of Charles Sturt

- (a) Charles Sturt may at any time during normal business hours, on giving at least five (5) Business Days prior notice to FC, audit the books, records, accounts and financial statements of FC to review:
 - (i) the performance by FC of its obligations under this Agreement; and/or
 - (ii) the quality of any Pathway Program.
- (b) Charles Sturt may conduct the audit itself or appoint any qualified third party as its representative to do so.
- (c) Charles Sturt may take copies of all books, records, accounts and financial statements reviewed as part of the audit, providing that they keep them confidential.
- (d) FC must cooperate with Charles Sturt and its auditor in carrying out any audit under this clause 10.

10.3 Cooperation with Quality Assurance Review and Audit

- (a) FC acknowledges that an External Audit Authority may at any time require an audit, inquiry, investigation or review of Charles Sturt in connection with the Approved Courses which may necessitate the same of FC.
- (b) FC must cooperate fully and in good faith with any audit, inquiry, review or investigation of an aspect of the Approved Courses undertaken by Charles Sturt or by an External Audit Authority, including, without limitation, by giving any access reasonably required to all books, records, FC staff and reports of prior quality assurance reviews.

11 Insurance

11.1 Each party must take out and maintain the following insurance policies for the Term plus another seven (7) years after expiry or termination:

- (a) Workers' compensation: as required by Law;
- (b) Public liability: for an amount not less than \$20,000,000.00 in respect of any single event or occurrence and unlimited as to the number of occurrences during each annual period of insurance; and
- (c) Professional Indemnity: for an amount not less than \$10,000,000.00 in respect of a single claim and in the aggregate, unlimited as to the number of occurrences during each annual period of insurance

12 Dispute Resolution

- 12.1 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.
- 12.2 A party claiming a dispute has arisen under or in relation to this Agreement must give written notice to the other party specifying the nature of the dispute.
- 12.3 On receipt of a notice, the parties to the dispute must endeavour in good faith to resolve the dispute expeditiously.
- 12.4 If the parties do not resolve the dispute within (15) Business Days of receipt of the notice (or any further period agreed in writing), the parties must escalate the dispute to each party's Vice Chancellor or equivalent senior executive for resolution.
- 12.5 If the dispute is not resolved within (15) Business 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 undertaken at a venue either in New South Wales, Australia or in the Territory depending upon which of those venues has the closest and most real connection with the circumstances giving rise to the dispute, before having recourse to arbitration or litigation.
- 12.6 The language of the mediation will be English.
- 12.7 Each party must pay half the costs of the mediator appointed pursuant to this clause.
- 12.8 No party may use any information obtained through any dispute resolution process undertaken pursuant to this clause 12 for any purpose other than in an attempt to settle the dispute concerned.
- 12.9 The parties must continue to perform their obligations under this Agreement, despite and during any dispute resolution or mediation conducted pursuant to this clause.

13 Termination and consequences of termination

- 13.1 Termination by agreement
This Agreement may be terminated by written agreement of the parties at any time.
- 13.2 Termination by notice
- (a) Either party may terminate this Agreement at any time by giving at least six (6) months' written notice to the other party.
 - (b) Either party may terminate this Agreement at any time by written notice with immediate effect, upon the happening of any one or more of the following events:
 - (i) 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 specifying the nature of the failure;
 - (ii) a resolution is passed or a court order is made that the other party be wound up, or that a liquidator or provisional liquidator or receiver or receiver and manager be appointed; or
 - (iii) an administrator is appointed to the other party or it ceases to carry on business or threatens to do so.
 - (c) This Agreement may be terminated under clauses 4.2(b) and 4.6(d).
- 13.3 Actions arising upon expiry or termination
- (a) From the date of expiry or termination of this Agreement FC will not market or promote the Articulation Program to Prospective Students.

- (b) Upon expiry or termination of this Agreement, Charles Sturt and FC will use their best endeavours to make appropriate arrangements for Students currently enrolled in the Pathway Program to allow them to complete the Articulation Program.
- (c) The obligation of the parties in clause 13.3(b) will not endure for a period greater than two years.
- (d) On and after termination of this Agreement each party, to the extent permitted by Applicable Regulation and any Law:
 - (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.

14 Indemnity and Limitations on Liability

14.1 Consequential Loss

- (a) No party will be liable to the other party for any Consequential Loss suffered by the other party in any way arising from this Agreement except where the Consequential Loss:
 - (i) is covered by an insurance policy required under this Agreement;
 - (ii) relates to personal injury or death, or claims by third parties in respect of damage to property or breaches of intellectual property, privacy or confidentiality; and
 - (iii) arises from any act or conduct which is fraudulent, wilful, deliberate, or illegal.

14.2 Indemnity

- (a) Each party (**Indemnifier**) indemnifies and agrees to keep indemnified the other party and its officers, employees and agents (**Indemnified Party**) from and against any Claims arising from or in connection with:
 - (i) any breach of this Agreement by the Indemnifier;
 - (ii) any contravention by the Indemnifier of any Applicable Regulation or any Law; or
 - (iii) any negligent or unlawful act or omission or wilful misconduct by the Indemnifier under or in connection with this Agreement.
- (b) A party's liability to indemnify the other party and its officers, employees, agents or subcontractors is reduced proportionally to the extent that any act or omission of the Indemnified Party contributed to the Claim.
- (c) Any liability of a party to indemnify the other party is without prejudice to any other rights a party may have under this Agreement, under statute or at common law.

15 Force Majeure

15.1 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 then:

- (a) it must give the other party prompt written notice of the detailed particulars of the Force Majeure and 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;
- (b) 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
- (c) it must use all reasonable efforts to alleviate the effects of the Force Majeure as quickly as possible.

16 General

16.1 Notices

- (a) Any notice given under this Agreement must be delivered, sent by email or pre-paid post to the address for notices set out in Item 3 of Schedule 1 of the recipient party.
- (b) Any notice will be taken to be received by the recipient:
 - (i) in the case of hand delivery, on the date of delivery,
 - (ii) in the case of email, on the date of transmission,
 - (iii) in the case of a letter, on the Business Day after the seventh (7th) date of posting;provided that if it is sent by email after 5.00pm on a Business Day then it will be deemed to be received on the next following Business Day.

16.2 Agreement subject to Applicable Regulations and Laws

- (a) The provisions of this Agreement apply only to the extent permitted under the Applicable Regulations and Laws.
- (b) Where a provision of this Agreement is invalidated or does not comply with an Applicable Regulation or Law, the parties must cooperate to amend this Agreement to bring the Agreement into compliance with the Applicable Regulation.

16.3 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 Charles Sturt, which consent may be withheld at its discretion.
- (b) Any consent given by Charles Sturt permitting FC to subcontract any or all of its rights, obligations or interests under this Agreement does not relieve FC from any of its duties, obligations or liabilities under this Agreement.

16.4 Relationship between parties

- (a) Except as expressly set out in this Agreement, nothing in this Agreement constitutes a partnership or joint venture arrangement between the parties or makes a party an agent of another party for any purpose.
- (b) A party must not in any way or for any purpose bind the other party, contract in the name of the other party or make any representations or warranties in the name of or on behalf 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, Charles Sturt will negate such independence.

16.5 Time for doing acts

If the time for doing any act or thing required to be done or a notice period specified

in this Agreement expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.

16.6 Further assurances and cooperation

(a) Each party must:

- (i) promptly execute all documents and do all other things reasonably necessary or desirable to give effect to the arrangements recorded in this Agreement;
- (ii) do everything reasonably necessary to give effect to its performance of this Agreement;
- (iii) not knowingly do anything to frustrate or hinder the performance of this Agreement; and
- (iv) co-operate with the other party in the performance of this Agreement.

16.7 Representation and Warranties

(a) Each party represents and warrants that:

- (i) 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; and
- (ii) it will comply with all Application Regulations and any Laws in the performance of its duties and obligations under this Agreement.

16.8 Variation

- (a) This Agreement may be varied in accordance with its terms and by agreement in writing.
- (b) The parties may agree to add a new Appendix at any time by signing and dating the new agreed Appendix.

16.9 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.

16.10 Entire agreement

- (a) The contents of this Agreement 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 Agreement, whether orally or in writing.

16.11 Severance

If any part of this Agreement is void or unenforceable in any jurisdiction, it is severed for that jurisdiction and the remainder of this Agreement will remain in full force and effect.

16.12 Waiver

A right or remedy created by this Agreement 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.

16.13 Survival after termination

Any accrued rights and remedies of a party will survive expiry or termination. Without limitation clauses 8, 9, 10, 11, 12, 13, 14 and this clause 16.13 survive expiry or termination of this Agreement, together with any other provision of this Agreement

which by its nature is intended to survive expiry or termination.

16.14 Governing law and jurisdiction

- (a) The laws of New South Wales govern this Agreement.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

16.15 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.

16.16 Inconsistency

To the extent that there is any conflict between the documents comprising this Agreement then the following order of precedence will apply:

- (a) these terms; then
- (b) the Schedule; then
- (c) the Appendices.

APPENDIX A – Bachelor of Public Safety and Security Program

This Appendix A relates to the Articulation Program from the Pathway Programs to Approved Charles Sturt Course

Item 1	Pathway Programs	
	Ontario College Diploma in: Community and Justice Services; Customs Border Services; Law Clerk; Paralegal; Police Foundations; or Protection, Security and Investigations.	
Item 2	Approved Charles Sturt Course	
	1416PS Bachelor of Public Safety and Security	
Item 3	Approved Charles Sturt Course Commencement Date / Intake Sessions	
	Commencement Date: 2020 Annual Intake Sessions: Session 1 (Mar), Session 2 (July) and Session 3 (November)	
Item 6	Charles Sturt Subject Credits for Pathway Program	
	Students will receive eight (8) subjects (64 points) credit.	
Item 7	Subjects in Approved Charles Sturt Course to be completed at Charles Sturt	
	Subject Code and Subject Name	Subject Points
	CORE	
	EMG100 Introduction to Emergency Management	8
	JST117 Introduction to Intelligence	8
	JST309 Indigenous Communities and Policing	8
	JST313 Investigative Interviewing	8
	JST344 Terrorism Awareness	8
	JST345 Theoretical Applied and Forensic Victimology	8
	JST352 Professionalism and Resilience in Public Safety and Security	8
	POL303 Organised Crime	8
	ELECTIVES	
	8 x Restricted Electives	64
Item 8	Administrative matters	
	Program contact details	Charles Sturt Name: Rosemary Woolston Position: Course Director Address: Australian Graduate School of Policing and Security Goulburn Campus, McDermott Drive GOULBURN NSW 2580 AUSTRALIA Email: rwoolston@csu.edu.au FC Name: Tom Phillips, PhD Position: Vice President, Academic Experience Address: 599 Brealey Drive

		Peterborough Ontario K9J 7B1 Canada Telephone: 705-749-5530 ext. 1544 Email: tom.phillips@flemingcollege.ca																														
	Study load	The Charles Sturt course is 3 years Full time or 6 years Part time. 8 subjects credit awarded will allow the Charles Sturt course to be completed in 2 years full time or 4 years Part time.																														
	Enrolment process	Students may apply directly to Charles Sturt on Successful Completion of a Pathway Program. Applications to be processed by Charles Sturt. Communication between FC and Charles Sturt will be undertaken as necessary to facilitate enrolment for pathway students.																														
	Charles Sturt Delivery Mode	On Campus Education <ul style="list-style-type: none"> Port Macquarie Campus Online Education																														
Item 9	Credit Granted	<table border="1"> <thead> <tr> <th>Subject Code</th> <th>Subject Name</th> <th>Pts</th> <th>Credited Subjects</th> </tr> </thead> <tbody> <tr> <td>JST110</td> <td>Introduction to the Australian Legal System</td> <td>8</td> <td rowspan="8">Credit of 64 points will be given upon successful completion of listed programs</td> </tr> <tr> <td>COM120</td> <td>Reasoning and Writing</td> <td>8</td> </tr> <tr> <td>JST123</td> <td>Indigenous Australians and Justice</td> <td>8</td> </tr> <tr> <td>JST205</td> <td>Criminology: History and Theory</td> <td>8</td> </tr> <tr> <td>JST226</td> <td>Introduction to Police Investigations</td> <td>8</td> </tr> <tr> <td>JST228</td> <td>Police and the Community</td> <td>8</td> </tr> <tr> <td>JST11C</td> <td>Unspecified elective (2)</td> <td>16</td> </tr> <tr> <td></td> <td>TOTAL POINTS</td> <td>64</td> </tr> </tbody> </table>		Subject Code	Subject Name	Pts	Credited Subjects	JST110	Introduction to the Australian Legal System	8	Credit of 64 points will be given upon successful completion of listed programs	COM120	Reasoning and Writing	8	JST123	Indigenous Australians and Justice	8	JST205	Criminology: History and Theory	8	JST226	Introduction to Police Investigations	8	JST228	Police and the Community	8	JST11C	Unspecified elective (2)	16		TOTAL POINTS	64
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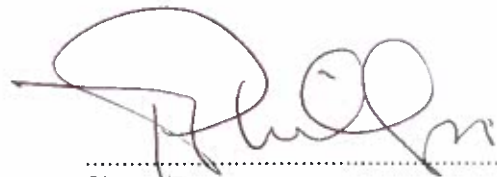
Signed on behalf of the parties by:



.....
Signature
Professor Tracey Green
Executive Dean
Faculty of Business, Justice and
Behavioural Sciences

1 October 2019

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Date



.....
Signature
Tom Phillips, PhD
Vice President, Academic Experience

.....
November 19, 2019
Date

		Ontario K9J 7B1 CANADA Telephone: 705-749-5530 ext. 1544 Email: tom.phillips@flemingcollege.ca																																			
	Study load	The Charles Sturt course is 3 years Full time or 6 years Part time. 8 subjects credit awarded will allow the Charles Sturt course to be completed in 2 years full time or 4 years Part time.																																			
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Signed on behalf of the parties by:

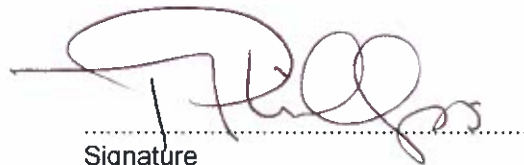


.....
Signature

Professor Tracey Green
Executive Dean
Faculty of Business, Justice and
Behavioural Sciences

1 October 2019

.....
Date



.....
Signature

Tom Phillips, PhD
Vice President, Academic Experience

November 19, 2019

.....
Date

APPENDIX B – Bachelor of Criminal Justice Articulation Program

This Appendix B relates to the Articulation Program from the Pathway Program to Approved Charles Sturt Course

Item 1	Pathway Program Ontario College Diploma in: Community and Justice Services; Customs Border Services; Law Clerk; Paralegal; Police Foundations; or Protection, Security and Investigations.	
Item 2	Approved Charles Sturt Course 1417JC Bachelor of Criminal Justice	
Item 3	Approved Charles Sturt Course Commencement Date / Intake Sessions Commencement Date: 2020 Annual Intake Sessions: Session 1 (Mar), and Session 2 (July)	
Item 6	Charles Sturt Subject Credits for Pathway Program Students will receive eight (8) subjects (64 points) credit.	
Item 7	Subjects in Approved Charles Sturt Course to be completed at Charles Sturt	
	Subject Code and Subject Name	Subject Points
	CORE	
	JST203 Punishment and the State	8
	JST204 Young People and Crime	8
	SOC205 Social Research	8
	JST220 Gender and Crime	8
	JST309 Indigenous Communities and Policing	8
	JST337 Crimes of the Powerful	8
	ELECTIVES	
9 x Restricted Electives	72	
1 x Open Elective	8	
Item 8	Administrative matters	
	Program contact details	<p>Charles Sturt Name: Rosemary Woolston Position: Course Director Address: Australian Graduate School of Policing and Security Goulburn Campus, McDermott Drive GOULBURN NSW 2580 AUSTRALIA Email: rwoolston@csu.edu.au</p> <p>FC Name: Tom Phillips, PhD Position: Vice President, Academic Experience Address: 599 Brealey Drive Peterborough</p>

APPENDIX C – Bachelor of Policing Articulation Program

This Appendix C relates to the Articulation Program from the Pathway Program to Approved Charles Sturt Course

Item 1	Pathway Program	
	<ul style="list-style-type: none"> Successfully completed the FC Ontario College Diploma in Police Foundations and, Successfully completed a police recruit training program at a recognised police recruit training college (e.g. Ontario Police College, Chief Crowfoot Learning Centre, RCMP Depot), and, Three (3) years or more of experience as a sworn officer. 	
Item 2	Approved Charles Sturt Course 1417JC Bachelor of Policing	
Item 3	Approved Charles Sturt Course Commencement Date / Intake Sessions Commencement Date: 2020: Annual Intake Sessions: Session 1 (Mar), Session 2 (July) and Session 3 (November)	
Item 6	Charles Sturt Subject Credits for Pathway Program Students will receive fourteen (14) subjects (112 points) credit.	
Item 7	Subjects in Approved Charles Sturt Course to be completed at Charles Sturt	
	Subject Code and Subject Name	Subject Points
	CORE	
	JST301 Applying Criminology to Crime Reduction	8
	ELECTIVES	
	9 x Elective subjects	72
Item 8	Administrative matters	
	Program contact details	<p>Charles Sturt Name: Brian Daly Position: Course Director Address: Australian Graduate School of Policing and Security Canberra Campus 10-12 Brisbane Avenue Barton ACT 2600 AUSTRALIA Email: bdaly@csu.edu.au</p> <p>FC Name: Tom Phillips, PhD Position: Vice President, Academic Experience Address: 599 Brealey Drive Peterborough Ontario K9J 7B1 CANADA Telephone: 705-749-5530 ext. 1544 Email: tom.phillips@flemingcollege.ca</p>
	Study load	The Charles Sturt course is 3 years Full time or 6 years Part time. 14 subjects credit awarded will allow the

		Charles Sturt course to be completed in 1.5 years full time or 3 years Part time.		
	Enrolment process	Students may apply directly to Charles Sturt on Successful Completion of a Pathway Program. Applications to be processed by Charles Sturt. Communication between FC and Charles Sturt will be undertaken as necessary to facilitate enrolment for pathway students.		
	Charles Sturt Delivery Mode	Online Education Only		
Item 9	Credit Granted			
	Subject Code	Subject Name	Pts	Credited Subjects
	PLC10C	Policing Experience Credit	80	Credit of 112 points will be given upon successful completion of listed requirements.
	MOU90C	Canadian MOU Credit	32	
		TOTAL POINTS	112	

This Appendix will come into effect on the first Semester commencement date following the signing of this Appendix and will continue in effect until the expiry or termination of this Agreement or earlier termination of this Appendix.

Signed on behalf of the parties by:

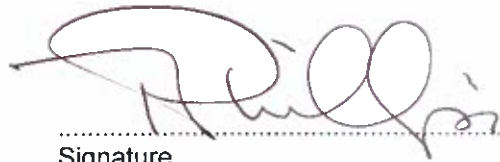


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