

DRAFT

AGREEMENT

BETWEEN

LA TROBE UNIVERSITY

AND

(ADD NAME) INSTITUTE OF TAFE

**La Trobe University
Legal Services**

Ref:

L:\Admin\Precedents\Articulation Agreement Local\TAFE Articulated Arrangement Agreement no schedule 17.6.08.doc

Telephone: 9479 2495

Facsimile: 9479 1562

2.2 Both parties shall maintain high academic standards in the implementation of this Agreement.

3 Advanced Standing – at LTU

3.1 LTU will allow students who have completed or partially completed an Approved TAFE Course, subject to satisfying LTU’s usual admission requirements, to enter the related LTU Course with advanced standing as set out in the Tables. Overseas students must also satisfy visa requirements.

3.2 The subjects required to fulfill the relevant credit point requirements are specified in the Tables and are approved by LTU at the date this Agreement is made. If the TAFE amends or alters any of those subjects, details of the changes will need to go through LTU’s usual academic approval processes. Once the changes are formally approved, this will be considered a variation of this Agreement.

3.3 Students who enrol at LTU pursuant to this Agreement will satisfy the LTU Course requirements by completing the total number of credit points (including Advanced Standing credit points) as set out in the Tables.

4 Advanced Standing (Recognition of Prior Learning) – at TAFE

4.1 TAFE will allow students who have completed or partially completed an Approved LTU Course, subject to satisfying the TAFE’s usual admission requirements, to enter the related TAFE Course with recognition of prior learning as set out in the Tables. Overseas students must also satisfy visa requirements.

4.2 The subjects required to fulfill the relevant credit point requirements are set out in the Tables and are approved by TAFE at the date this Agreement is made. If LTU amends or alters any of those subjects, details of the changes will need to go through TAFE’s usual academic approval processes. Once the changes are formally approved, this will be considered a variation of this Agreement.

5 Additional TAFE and LTU Courses

5.1 TAFE and LTU can agree to add Approved TAFE Courses, Approved LTU Courses, TAFE Courses and LTU Courses to this Agreement (“Additional Courses”).

5.2 Additional Courses must be approved by both parties, each in accordance with their usual course approval and advanced standing or recognition of prior learning requirements. Once both parties have approved the Additional Courses, the new Tables must be recorded in writing and signed by both parties.

6 Marketing and Publicity

- 6.1 LTU will assist the TAFE to market the courses and advanced standing arrangements set out in this Agreement (the “Arrangements”) to suitably qualified students enrolled in the Approved TAFE Course by holding briefing sessions on the TAFE’s campus; by providing the TAFE with course information for inclusion in the TAFE’s course information materials and website; and by maintaining a link from LTU’s website to the TAFE’s home page or otherwise as agreed.
- 6.2 TAFE will assist LTU to market the Arrangements to suitably qualified students enrolled in the Approved LTU Course by holding briefing sessions on LTU’s campus; by providing LTU with course information for inclusion in LTU’s course information materials and website; and by maintaining a link from TAFE’s website to LTU’s home page or otherwise as agreed.
- 6.3 Both parties will assist each other to market the Arrangements to secondary school students in agreed localities.
- 6.4 Neither party will use the name, logo or CRICOS provider code of the other without the prior written consent and approval of the marketing contacts set out in Schedule 1.
- 6.5 All press releases, publications, advertisements or other announcements relating to this Agreement must be made jointly with the approval of both parties.

7 ESOS Act

- 7.1 Both LTU and the TAFE acknowledge that this Agreement is subject to the Education Services for Overseas Students Act (Cth) 2000, including the National Code of Practice. Both parties expressly agree to abide by these requirements.

8 Review of the Agreement and Ongoing Liaison

- 8.1 The parties will review the operation of this Agreement annually. The annual review will be undertaken by the people named as “Custodians” in Schedule or their nominee.
- 8.2 If there are any proposed changes to TAFE Courses, Approved TAFE Courses, LTU Courses or Approved LTU Courses, the relevant course co-ordinators named in the Tables will meet to discuss potential effects on this Agreement and identify any further changes required to maximise advanced standing and recognition of prior learning arrangements.
- 8.3 The Custodians or their nominee will meet at least once per year to arrange all affairs related to the running of and decision making in respect of this Agreement and manage its overall administration and co-ordination.

9 Amendment of the Agreement

9.1 This Agreement constitutes the entire agreement between the parties and may only be varied by the further written agreement of the parties.

10 Termination of the Agreement

10.1 This Agreement may be terminated by either party providing six months notice in writing.

10.2 A party may by written notice immediately terminate this Agreement if the other party is in breach of any terms of this Agreement and the breach is not remedied within thirty days of a notice from the complaining party specifying the breach and requiring its remedy. The termination will be without prejudice to any right of action or remedy which has accrued or may accrue to any party.

10.3 If the Agreement is terminated by either party, or it expires, both parties will cease advertising and promoting the Arrangements.

10.4 If this Agreement is terminated for any reason by either party, LTU and TAFE will allow any student who has been accepted into the LTU Course or TAFE Course to complete it under the terms of this Agreement. This clause survives the termination of this Agreement.

11 Dispute Resolution

11.1 At all times during this Agreement the parties must co-operate with each other and act in good faith to resolve any dispute or disagreement touching on or concerning this Agreement or the parties respective obligations under this Agreement.

11.2 In the event of a dispute or disagreement arising between the parties which cannot be resolved then either party may at the expiration of 30 days after receipt of a notice of a dispute refer the dispute for determination by an independent expert appointed by the President or Senior Office bearer of the Victorian Chapter of the Australian Institute of Arbitrators. The decision of the expert shall be binding and final on the parties. The cost of the expert shall be borne by the parties equally.

12 Indemnity

12.1 Each party shall indemnify and keep the other party indemnified from and against all claims and actions arising from any negligent act or omission on the part of the first mentioned party or its employees, agents, contractors or consultants in connection with this Agreement.

12.2 The indemnity given under this clause shall survive the termination or expiration of this Agreement.

13 **Relationship of Parties**

- 13.1 The parties record that it is not their intention that this Agreement creates any partnership, agency or other relationship between them under which either party might be deemed responsible for the acts or omissions of the other party and this Agreement should not be construed so as to render the parties liable as partners or as creating any partnership, agency or other similar relationship.
- 13.2 Notwithstanding anything in this Agreement, a party shall at no time underwrite or guarantee or be in any way directly or indirectly responsible or deemed to be responsible for all or any of the debts, liabilities or obligations incurred by the other party from time to time.

14 **Intellectual Property**

- 14.1 The ownership of intellectual property which exists prior to the commencement of this Agreement shall not be altered or transferred or assigned merely by virtue of its use for the purposes of this Agreement.
- 14.2 Intellectual property in material developed or produced independently by a party shall vest in that party.
- 14.3 Intellectual property created or developed jointly under this Agreement shall be owned jointly in proportion to the contribution of each party to the creation of the intellectual property unless otherwise agreed between the parties.
- 14.4 Each party warrants that:
- (a) all material developed or produced under this Agreement will not infringe the intellectual property of third parties and to the best of its knowledge the information will not be defamatory or breach any confidentiality undertaking; and
 - (b) any intellectual property used by a party in connection with this Agreement is the sole property of that party or the party is otherwise legally entitled to use such intellectual property for the purposes of this Agreement.

15 **General**

- 15.1 Any provisions of this Agreement which are held to be illegal or otherwise in conflict with any laws, statutes or regulations shall be deemed to be severed from the remainder of the Agreement and the validity of the remaining provisions shall not be affected.
- 15.2 Neither party must make any misleading or false representations or statements.
- 15.3 Each party warrants that it has the power and authority to enter into this Agreement and that entry into this Agreement does not breach any existing contractual undertaking.

15.4 Neither party to this Agreement shall assign or purport to assign any right under this Agreement without the prior written approval of the other party.

15.5 All notices required to be given under this Agreement shall be in writing sent to the address of the party as set out in this Agreement or such other address as a party may designate by notice given in accordance with this clause. Any notice may be delivered by post or facsimile and shall be deemed to have been served by post eight days after posting and by facsimile on the day of transmission provided that the sender receives an "ok" (or any other relevant code) in respect of the transmission.

15.6 This Agreement shall be construed and governed in accordance with the laws of Victoria.

Signed for and on behalf of)
LA TROBE UNIVERSITY)
by)
)
)
in the presence of:)

Date:

Signed for and on behalf of)
The TAFE Institute)
by)
)
)
in the presence of:)

Date:

SCHEDULE 1

1. TAFE Institute

[Add full name of TAFE here]

2. Term

[Add number of years here]

3. Marketing Contacts

Marketing Contact for LTU: [use job title rather than name eg Director of Marketing or their nominee]

Marketing Contact for TAFE:

4. Custodians

Custodian for LTU: [use job title rather than name eg Pro Vice Chancellor or their nominee]

Custodian for TAFE: