***Insert Partner Logo Here***

CREDIT TRANSFER AGREEMENT

This Agreement is made between the Partner Institution and the University in

accordance with the following Schedule of Details and the attached Terms and Conditions.

| SCHEDULE OF DETAILS | |
| --- | --- |
| University Details | **THE UNIVERSITY OF ADELAIDE** (ABN 61 249 878 937) a body corporate established pursuant to the *University of Adelaide Act**1971* and having its principal offices at North Terrace, Adelaide, South Australia, Australia 5005, CRICOS Provider Number 00123M(**the University** or **UoA**) |
| **Partner Institution Details** | [Name] (**the Partner Institution**) |
| [ABN/ACN or Registration/Provider Number or equivalent] |
| [Registered Office Address] |
| **Item 1 Commencement Date**  **Clause 1.1** | Date signed by last party to do so |
| **Item 2**  **Expiry Date**  **Clause 1.1** | 31 December 2025 |
| **Item 3**  **Structure of Arrangement**  **Clause 2.1** | The total period of enrolment for this arrangement is to be X academic years of full-time study, taken in the following sequence:  Year X and X: at the Partner Institution, enrolled as students at the Partner Institution in the program and taking the courses listed in the relevant Annexures;  Year X and X: at the University, enrolled as UoA students in the UoA Program in the relevant Annexures.  The parties expect # students per annum. The expected number is indicative only and actual student numbers may be more or less in any academic year. |
| **Item 4**  **Academic Calendars**  **Clause 2.2** | The academic calendar at UoA extends from February to June (Semester 1) and July to November (Semester 2).  The academic calendar at the Partner Institution extends from XXXX to YYYY and AAAA to BBBB. |
| **Item 5**  **Agreement Manager for UoA**  **Clause 8.1.1** | Name  Global Partnerships Manager  Telephone: +61 8 831x xxxx  Email: |
| **Item 6**  **Agreement Manager for the Partner Institution**  **Clause 8.1.2** | Name  Position  Telephone:  Email: |
| **Item 7**  **Contact Person for UoA**  **Clause 8.2.1** | Name  Position  Telephone: +61 8 831x xxxx  Email: xxx@adelaide.edu.au |
| **Item 8**  **Contact Person for the Partner Institution**  **Clause 8.2.2** | Name  Position  Telephone:  Email: |
| **Item 9**  **Special Conditions**  **Clause 12.6** | **[Note: use Special Conditions to insert additional provisions, such as fee discounts, scholarships, language clause, electronic execution]**   1. **ELECTRONIC EXECUTION**   The parties agree that this Agreement may be executed by electronic signature and transmitted by electronic means, and copies of this Agreement executed by electronic signatures and delivered by electronic means shall have the same force and effect as copies executed and delivered with original signatures. The intentional action in electronically signing this Agreement shall be evidence of consent to be legally bound by this Agreement. All parties may rely upon electronic signatures as if such signatures were originals.   1. **LANGUAGE**   This Agreement is entered into in English and [insert language]. The English language version is enforceable and the [insert language] version is for reference only. |
| **Item 10**  **Notice details for UoA**  **Clause 12.8.1.3** | Deputy Vice-Chancellor and Vice-President (External Engagement) The University of Adelaide, North Terrace, Adelaide, South Australia 5005 Email: [dvcee@adelaide.edu.au](mailto:dvcee@adelaide.edu.au) |
| **Item 11**  **Notice details for the Partner Institution**  **Clause 12.8.1.3** | Position  Partner Institution address  Email: |

The parties agree to the Details, Terms and Conditions (overleaf) and any Schedules and Annexures.

**EXECUTED** as an **Agreement**

|  |  |  |
| --- | --- | --- |
| **EXECUTED** by an authorised officer of **THE UNIVERSITY OF ADELAIDE** | )  ) |  |
|  |  | AUTHORISED OFFICER SIGNATURE  Professor Jessica Gallagher  Deputy Vice-President and Vice-Chancellor  (External Engagement) |
|  |  | Date: |

|  |  |  |
| --- | --- | --- |
| **EXECUTED** by an authorised officer of **[INSERT NAME]**: | )  ) |  |
|  |  | AUTHORISED OFFICER SIGNATURE    Name and Position Title  (BLOCK LETTERS) |
|  |  | Date: |

|  |
| --- |
| **TERMS AND CONDITIONS** |

# TERM

This Agreement will commence on the Commencement Date and will remain in force until the Expiry Date unless terminated earlier in accordance with the terms of this Agreement.

If the parties wish to extend this Agreement for a further term, they shall not less than 3months before the Expiry Date, confer for the purpose of negotiating an extension of this Agreement including the duration and terms of such an extension (except for this right of renewal).

In the event that the parties cannot agree terms for a proposed extension, the Agreement shall conclude on the Expiry Date or on such other date as may be mutually agreed and confirmed in writing.

# CREDIT TRANSFER ARRANGEMENT INTO UoA PROGRAMS

The structure of the credit transfer arrangement is set out in Item 3 of the Schedule including the expected number of students to be transferred per annum from the Partner Institution to UoA under this arrangement.

The Academic Calendar of each party is set out in Item 4 of the Schedule.

UoA will admit a student of the Partner Institution to a UoA Program with Credit if the student has:

Provided evidence which is satisfactory to UoA that the student has satisfied the Academic Requirements for that UoA Program as specified in the relevant Annexure;

Satisfied UoA’s international admissions requirements, including English language requirements as applicable for the year of admission;

Completed UoA’s online international application, which includes the submission of original or certified copies of the student’s academic transcript (issued by the Partner Institution) and paid all UoA’s usual application fees; and

Obtained a student visa from the Australian Department of Home Affairs.

# ACADEMIC STANDARD FOR CREDIT TRANSFER ARRANGEMENT

The Partner Institution acknowledges that UoA is subject to the *Higher Education Standards Framework (Threshold Standards) 2021* (‘the Standards’) and warrants that all activities under this Agreement will comply with the Standards.

The Partner Institution will give 6 month’s notice to UoA before making any changes to the course content, program structure, assessment criteria and course availability (including entry requirements) of any the Partner Institution Program to enable UoA to review the Academic Requirements and Credit for UoA Programs.

The Partner Institution may require UoA to provide information about the progress of a student who has transferred from the Partner Institution to UoA by sending a request in writing to UoA and accompanied with the written consent of the relevant student which permits such disclosure by UoA in compliance with relevant privacy legislation.

UoA may at agreed intervals or by reasonable notice seek access to information, personnel, facilities and amenities, for the purpose of reviewing the academic standard of the Partner Institution Programs and compliance with the Standards. The Partner Institution shall use its best endeavours to facilitate such inspections and reviews.

UoA may request the Partner Institution to rectify any concerns reasonably raised by UoA arising from an inspection or review in accordance with clause 3.4.

If the Partner Institution changes the course content, program structure, assessment criteria or course availability (including entry requirements) of the Partner Institution Program or does not rectify UoA’s concerns raised pursuant to clause 3.5, UoA may (without limitation to its other rights) amend or delete any of the Annexures by providing 2 weeks’ notice to the Partner Institution of such amendment or deletion.

A student who satisfies the Academic Requirements for a UoA Program before the date of amendment or deletion under clause 3.6 will be permitted to transfer into that UoA Program in accordance with the terms of this Agreement applying before such amendment or deletion.

# PROMOTION AND MARKETING

The Partner Institution will be responsible for promoting, marketing and publicising the credit transfer arrangements under this Agreement to its students. The Partner Institution will do so, at its own cost, and using its marketing networks.

The parties shall, in good faith, develop integrated strategies to attract students to join this credit transfer arrangement. The Partner Institution will permit visits by UoA staff to talk to students at the Partner Institution. Any promotion activities undertaken by UoA will be at it’s own cost.

All use of UoA’s name and/or logo must receive prior written authorisation from UoA and comply with UoA’s visual identity standards.

All promotional materials must clearly include UoA’s name, identification number and provider category (Australian University Provider Number PRV12105) and CRICOS Registration Number (00123M).

Subject to clauses 4.3 and 4.4, UoA grants a non-exclusive licence to the Partner Institution to use UoA’s logo and name in promotional materials for the purpose of promoting this credit transfer arrangement.

All use of the Partner Institution’s name and/or logo must receive prior written authorisation from the Partner Institution and comply with its visual identity standards.

All promotional materials must clearly include the Partner Institution’s name.

Subject to clauses 4.6 and 4.7, the Partner Institution grants a non-exclusive licence to UoA to use the Partner Institution’s logo and name in promotional materials for the purpose of promoting this credit transfer arrangement.

# Student Visa and Health Insurance Requirements

The parties acknowledge and agree that:

Each student will be responsible for obtaining a visa and other related documents required for study at UoA. UoA gives no warranty that any student will be entitled to an appropriate visa, but UoA will provide eligible incoming students with such valid certification as may be required to obtain such a visa.

All students from the Partner Institution are required by the Australian Government to purchase in advance the Australian Government approved Overseas Student Health Cover for the expected duration of their student visa in South Australia, before applying for their student visa.

# GENERAL CONDUCT

Notwithstanding any other provision of this Agreement, a party to this Agreement must not:

Engage in any dishonest practices, including suggesting to prospective students that they can come to Australia on a student visa with a primary purpose other than full time study;

Facilitate applications for students who do not comply with visa requirements or who it believes would not comply with the conditions of his or her student visa;

Make any representations or offer any guarantees to students about whether they will be granted a student visa;

Give false or misleading information or advice in relation to UoA, UoA Programs, employment or other outcomes associated with a UoA degree, or possible migration outcomes;

Engage in false or misleading advertising or recruitment practices;

Make any false or misleading comparisons with any other education provider or their courses;

Make any inaccurate claims of association of UoA with any other education provider;

Provide immigration advice where not authorised under the *Migration Act 1958 (Cth)*;

Give inaccurate information to a prospective student regarding acceptance into any UoA Program; or

Engage in any conduct which would amount to a breach of the *Education Services for Overseas Students Act 2000* (“**ESOS Act**”) or the *National Code of Practice for Providers of Education and Training to Overseas Students 2018* (“**National Code**”).

# NON-EXCLUSIVITY

This Agreement does not exclude either party from entering into any similar arrangement with any other party in any jurisdiction.

# AGREEMENT MANAGERS AND CONTACT PERSONS

The parties agree that each of them will appoint a representative to fulfil the role and function of Agreement Manager whose focus shall be on strategic and relationship management issues. It is accepted that Agreement Managers shall be:

For UoA, the person specified in Item 5 of the Schedule; and

For the Partner Institution, the person specified in Item 6 of the Schedule.

Each party may also appoint at least one Contact Person to handle general enquiries in respect of the arrangement.

For UoA, the person specified in Item 7 of the Schedule; and

For the Partner Institution, the person specified in Item 8 of the Schedule.

Either party may replace its Agreement Manager and/or Contact Person by giving notice in writing to the other party containing the new person’s name, title and contact details.

# ANNUAL REVIEW

The parties shall meet annually (“**the Annual Review**”) to review agreement performance, financial and administrative management of the Agreement, relationship management and all matters related and incidental to the object of this Agreement.

It is acknowledged that the Agreement Managers appointed under clause 8.1 shall conduct the Annual Reviews.

An agreed agenda shall form the basis of the conduct of all meetings.

The Annual Reviews shall be convened and minuted on a rotation basis commencing with UoA. Minutes taken by the responsible party shall be provided to the other party who may seek amendment or clarification or otherwise confirm acceptance of the Minutes as a correct record of the relevant meeting.

All meetings will take place at a mutually agreed time having regard for legal and reporting requirements of jurisdiction, each party’s academic calendar, academic and other relevant activities (for example, examinations) and public holidays and any other relevant matter, and may occur in person, or by web or teleconference.

# TERMINATION

## Termination for Convenience

Either party may terminate this Agreement at any time by giving the other party at least 6 months’ written notice.

## Termination for Breach

If one party believes that the other party has breached the terms of this Agreement, it may give written notice of the nature of the breach and require this breach to be remedied. If the breach is not remedied within 14 calendar days of notice having been received, the former party may terminate the Agreement with immediate effect.

## Consequences of Termination and Expiry

Unless otherwise provided and agreed, any licence to use UoA’s names or logos ceases automatically on the termination or expiry of this Agreement.

Termination or expiry of this Agreement does not affect the other accrued rights of the parties as at the date of termination or expiry.

No student of the Partner Institution shall transfer into any UoA Program pursuant to this Agreement after the date of termination or expiry of this Agreement. Students who have commenced a UoA Program before the date of termination or expiry will, notwithstanding such termination or expiry, be permitted to complete the UoA Program or a comparable program in accordance with this Agreement, unless otherwise agreed between the parties.

# DISPUTE RESOLUTION

## Notice of Dispute

If any dispute arises in connection with this document, the party requiring it to be resolved must promptly give the other party written notice identifying, and giving details of, the dispute.

## Good Faith Negotiation

Within 7 calendar days of a party receiving the notice referred to in clause 11.1, or such longer period agreed upon by the parties, a representative nominated by each of the parties, must, in good faith, attempt to resolve the dispute by negotiation.

If the dispute is not resolved within 60 days of receipt of the notice referred to above, either party may refer the dispute to be finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force. The seat of the arbitration shall be Singapore and the Tribunal shall consist of three (3) arbitrators.

English is the language of the arbitration and any documents in another language are to be provided with a translation into English by an appropriately accredited translator.

## Injunctive Relief

Nothing contained in this clause prevents either party from seeking urgent, injunctive or other similar relief.

# MISCELLANEOUS

## No Waiver of Rights

A party waives a right under this Agreement only by written notice that it waives that right. A waiver is limited to the specific instance to which it relates and to the specific purpose for which it is given.

## Severance of Provisions

If a provision of this Agreement would, but for this clause, be unenforceable:

the provision will be read down to the extent necessary to avoid that result; and

if the provision cannot be read down to that extent, it will be severed without affecting the validity and enforceability of the remainder of this Agreement.

## About This Agreement

This Agreement records the entire agreement between the parties as to its subject matter. It supersedes all prior contracts, obligations, representations, conduct and understandings. This Agreement is immediately enforceable, subject to its own express terms. The parties have not relied on any promise, representation or conduct in deciding whether to enter into this Agreement, other than as expressly set out in this Agreement.

Subject to clause 3.6, this Agreement may be amended only by written agreement of all parties.

This Agreement may be signed in counterparts.

## Governing Law and Jurisdiction

In respect of its performance in Australia, this Agreement is governed by and construed in accordance with the laws of South Australia.

In respect of performance in the Partner’s Institution home country, this Agreement is governed by and construed in accordance with the laws of the Partner Institution’s home country.

## Relationship of the Parties

Nothing in this Agreement is to be treated as creating a partnership, trust or relationship of employment and no party may act as agent of a party or in any way bind another Party to any obligation.

## Special Conditions

The parties agree to comply with any Special Conditions set out in the Schedule at Item 9. In the event of any conflict between the Special Conditions and these general Conditions, the Special Conditions will take precedence.

## Goods and Services Tax

If a party (the “supplier”) is required to pay GST in respect of a supply made under or in connection with (including by reason of a breach of) this Agreement, the recipient of the supply must (in addition to any other payment for, or in connection with, the supply) pay to the supplier an amount equal to such GST (“GST gross-up”). Terms used in this clause 12.7 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the meaning given to them in that Act.

## Giving of Notices

A Notice under this Agreement shall be:

in writing in English;

signed by the party giving it; and

given to the relevant recipient in Item 10 or 11 of the Schedule by hand delivery, pre-paid registered mail or email.

Either party may change its Notice Details by notifying the other party in writing.

Notices are taken to be received by the following times, unless earlier receipt is acknowledged by the other party:

Pre-paid mail – on the 21st calendar day after posting.

Email - the time the sender receives an automated message confirming delivery.

# PRIVACY

The Parties must, in respect of any Personal Information obtained or accessed in connection with this Agreement, comply with all applicable privacy laws, and must take all reasonable steps to ensure that Personal Information is protected against unauthorised access, use, loss or disclosure.

## Each Party must:

use or disclose Personal Information only for the purposes of performing its obligations under this Agreement or as expressly permitted under this Agreement; and

immediately notify the other Party if it becomes aware of any breach or alleged breach of its obligations under this clause and comply with any reasonable direction from the other Party with respect to remedying that breach.

In this clause 13, “**Personal Information**” means information or an opinion about an identifiable individual, or an individual who is reasonably identifiable: whether the information or opinion is true or not and. whether the information or opinion is recorded in material form or not.

# CONFIDENTIALITY

Both parties agree to keep secure and confidential, and will not use, or permit to be used any information which is deemed confidential. Both parties also agree to ensure that their respective agents or employees who receive, or may receive, Confidential Information, are aware of, and are bound by, these confidentiality provisions.

These confidentiality provisions are in addition to, and do not detract from, any duties of confidentiality imposed on either party by law, equity or contract.

In this clause 14, “**Confidential Information**” means all information relating to the administration, organisation, marketing strategies, or finances of UoA or the Partner Institution; scientific information exchanged between UoA and the Partner Institution or their employees, agents and contractors. Intellectual property or other property; personal data of students, staff and any other privacy information or anything else provided by one party to the other in any form on a confidential basis.

# government directions

## The parties acknowledge that this Agreement is subject to the government regulations and legislation of the jurisdiction of each party.

## Notwithstanding any other provision of this Agreement, both parties agree to cooperate in good faith to do all things reasonably necessary to give effect to any government directions, declarations or orders that may be made under government regulations and legislation, and any such actions taken including the termination or amendment of this Agreement.

# DEFINITIONS

**Academic Requirement** means the academic pre-requisite for a UoA Program as set out in the Annexure for that UoA Program.

**Commencement Date** means the date of commencement of this Agreement as set out in Item 1 of the Schedule.

**Credit** is the value assigned for the recognition of equivalence in content and learning outcomes between different types of learning and/or qualifications. Credit reduces the amount of learning required to achieve a qualification and may be through credit transfer, articulation or recognition of prior learning. Under this Agreement, UoA will grant credit towards a UoA Program in accordance with the Annexure for that UoA Program.

**Credit Transfer Arrangement** is a collaborative arrangement between identified institutions where eligible students acquire credit towards a certain program once they have been accepted for admission into that program.

**Expiry Date** means the date of expiry of this Agreement as set out in Item 2 of the Schedule.

**Partner Institution Program** means a program or course of the Partner Institution which forms an Academic Requirement covered by an Annexure to this Agreement.

**UoA Program** means a program of UoA which is covered by an Annexure to this Agreement.

# Interpretation

In this Agreement, unless a contrary intention appears:

words or expressions importing the singular include the plural and vice versa;

a provision of this Agreement shall not be construed to the disadvantage of a Party merely because that Party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement;

a reference to this Agreement or another document includes that document as amended, varied, novated, supplemented or replaced from time to time;

a reference to legislation or a provision of legislation includes all regulations, orders or instruments issued under the legislation or provision and any modification, consolidation, amendment, re-enactment, replacement or codification of such legislation or provision;

any recitals, schedule or annexure form part of this Agreement and have effect as if set out in full in the body of this Agreement; and

where an act would be required to be done, or a time limit or period would expire, on a day which is not a Business Day, the act must be done, or the limit or period will expire, on the following Business Day.

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| --- |
| ANNEXURE A – [INSERT NAME OF UOA PROGRAM]  (X + X Pathway) (e.g. 1+2 Pathway) |

*(provide as many Annexures as Programs involved – Annexures will be included in the Agreement)*

The Academic Requirement for admission to the UoA Program under this pathway and the corresponding Credit is set out in the table below.

| **Academic Requirement** | | **Credits Earned at UoA** | **Remaining duration/ units at UoA** |
| --- | --- | --- | --- |
| **Partner’s Program** | **Completion Level / Achievement** |
| Partner’s program name  *(e.g. Bachelor of Engineering)* | *Examples:*  Successful completion of Year(s) X (and X) and Semester X of Partner’s Name Program (e.g. Bachelor of Engineering) with a Cumulative Average Mark of XX% (or higher) (Partner’s name Grading Scheme), including successful completion of the following courses:   * Subject/cat no./full course title (XX unit values)… * Subject/cat no./full course title (XX unit values)… * Subject/cat no./full course title (XX unit values)… | XX units. | X years / XX units including:   * Level I courses: XX units * Level II courses: XX units * Level III courses: XX units |
| **Total units to qualify for the UoA degree** | | **XX units** | |

**NOTES**

1. Students who satisfy the above are eligible to transfer into the above-mentioned Program at UoA in the complete intake. *[Examples: February intake only; July intake only; either the February or July intakes.]*
2. For clarity, the last intake of students in the above-mentioned UoA Program pursuant to this Annexure A will be in complete 2025
3. Credits will not be awarded under this Agreement other than that as a XX-unit block as described above. *Modify this wording as necessary.*
4. Alternative credit arrangements may be approved in writing by UoA on a case-by-case basis at its absolute discretion.
5. To qualify for the degree of Name of Degree, students must satisfactorily complete the program of study as outlined in the Academic Program Rules for the year of admission (*add link to the corresponding APR*) through a combination of credit granted as outlined in the agreement and courses completed at UoA.
6. *Add/modify notes as necessary to ensure clarity in the pathway arrangement.*