



PROGRAM AGREEMENT

between

THE UNIVERSITY OF ADELAIDE

and

UNIVERSIDAD DE CHILE

for delivery of

GENERAL ENGLISH STUDY TOUR

BETWEEN: THE UNIVERSITY OF ADELAIDE ABN 61 249 878 937 of North Terrace SA 5005,

Australia ("UA"), CRICOS Provider Number 00123M, through its Professional and Continuing Education unit.

AND:

SCHOOL OF ECONOMICS AND BUSINESS, UNIVERSIDAD DE CHILE of Av.

Diagonal Paraguay 257, Santiago, Chile ("UC") through its School of Economics and

BACKGROUND

UA is a body established by the University of Adelaide Act 1971 (SA). It is a distinguished research intensive university in South Australia offering high quality research, postgraduate course work, postgraduate and undergraduate degree courses with a range of educational and research activities.

- UA's Professional and Continuing Education unit provides in excess of 380 courses, workshops B. and seminars every year to over 5000 participants from the community, professions, business and industry, with participants are drawn from throughout Australia and internationally. Its offerings include general and academic English language programs, cultural programs and English teacher training services for international students and visiting groups.
- UC is a public university in Santiago, Chile. UCwas founded on the 19th of November, 1842 and is the oldest higher education institution in Chile. It offers undergraduate and graduate programs
- D. The purpose of this Agreement is to establish a basis for the promotion and delivery of the General English for Academic Purposes Study Program for UC by UA ("the Program").

THE PARTIES AGREE AS FOLLOWS:

1. THE PROGRAM

- 1.1 UA will deliver the Program for UC in the first year of this Agreement as set out in
- If UC wishes the Program to be delivered again in any subsequent year of this 1.2 Agreement it shall request in writing that UA do so. As soon as practicable after receiving such request, UA will provide UC with an amended description of the Program and including any variations to the Program, including but not limited to the duration, the academic content of the Program, the Program Fee or any activities (the "Revised Program"). If UC agrees to the Revised Program, it shall advise UA in writing and UA will deliver the Revised Program in accordance with those agreed details and the terms
- The parties acknowledge that the persons who apply or enrol under this Agreement are 1.3 subject to the University's policies and procedures, in the same manner as are other



PROGRAM FEE

- 2.1 In consideration of the delivery of the Program by UA, UC shall pay the Program Fee to UA in the manner set out in this Agreement.
- 2.2 UC shall pay UA the Program Fee in full no less than four weeks before the commencement of the Program (as applicable in each year).
- 2.3 In the first year of this Agreement, the Program Fee will be as listed in Annexure A and will thereafter be adjusted in accordance with clause 1.2.
- 2.4 Payment may be made by bank cheque, money transfer or credit card in Australian dollars.
- 2.5 In the event of a cancellation by any proposed Participant prior to the Program commencement, UA will refund the Program Fee for that proposed Participant, less AUD\$250 cancellation fee. No portion of the Program Fee will be refunded after Program commencement.

RESPONSIBILTIES OF UC

- 3.1 UC will ensure that the minimum number of Participants (as specified in Annexure A) take part in the Program (not including any participant who cancels prior to Program commencement). UC acknowledges that the Program Fee has been calculated on the basis of that number of Participants and that if UC is not able to meet this requirement, reasonable discretion.
- 3.2 UC will ensure that all Participants meet any admission criteria for the Program as set out in Annexure A.
- 3.3 UC must advise UA of the final number of Participants no later than one calendar month prior to Program commencement. UC will forward UA all relevant details of Participants at that time.
- 3.4 UC will ensure that all Participants have appropriate visas for entry into Australia and travel or other insurance for the duration of the Program to ensure (as a minimum) that their health needs and/or any repatriation costs are met in emergency situations.
- 3.5 UC will provide Participants with a pre-departure orientation program and ensure that Participants have been given full information in relation to their obligations and rights and the nature and extent of their likely expenses.
- 3.6 UC will ensure that Participants have obtained a copy of any required textbook or reading notes if specified in Annexure A.
- 3.7 UC will ensure that Participants all arrive on the same flight.
- 3.8 UC will arrange and be responsible for the cost of all transportation from UC to Adelaide and return.

HOMESTAY ACCOMMODATION

If Annexure A specifies that UA will arrange Homestay accommodation, then:



- UA shall arrange Homestay accommodation for all Participants. Meals for breakfast, 4.1 lunch and dinner will be provided as part of the Homestay arrangements.
- 4.2 UC will ensure that Participants have each read and agreed to the Homestay Code of Conduct and completed a copy of the Homestay Application Form and Open Letter.
- UA and Homestay families will meet Participants at Adelaide Airport and transport them 4.3 to their Homestay accommodation, providing that all participants arrive on the same

5. **CONTACT PERSONS**

The following persons are the designated contact persons for this Agreement.

5.1 For UC:

Erich Spencer

Director of International Programs

School of Economics and Business

Universidad de Chile, Chile

Telephone: (562) 978-3366

Email: espencer@fenuchile.cl

5.2 For UA:

Liz Pryzibilla, Director

Professional and Continuing Education (English Language Centre)

The University of Adelaide

Adelaide 5005

SOUTH AUSTRALIA

Tel:

+61 8 8303 4140

Fax:

+61 8 8303 4411

Email:

liz.pryzibilla@adelaide.edu.au

6. **GENERAL**

- 6.1 This Agreement commences on the day it is signed and expires on 31 October 2014.
- 6.2 A party to this Agreement must not engage in any conduct which would amount to a breach of the Education Services for Overseas Students Act 2000 or the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students 2007, such as but not limited to:
 - suggesting to prospective students that they can come to Australia on a 6.2.1 student visa with a primary purpose other than full time study;
 - 6.2.2 facilitating 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
 - 6.2.3 making any representations or offering any guarantees to students about whether they will be granted a student visa;
 - 6.2.4 giving false or misleading information or advice in relation to UA, UA programs, employment or other outcomes associated with a UA course, or possible migration outcomes or otherwise engage in any false or misleading advertising or recruitment practices; and
 - 6.2.5 providing immigration advice where not authorised under the Migration Act



- 6.3 If a party to this Agreement requires any amendment to the commencement or duration of the Program or any other Program date in this Agreement, that party shall notify the other party in writing as soon as practical. The other party will not unreasonably refuse any such request.
- 6.4 All amounts payable under this Agreement are expressed inclusive of any goods and services tax ("GST") payable pursuant to A New Tax System (Goods and Services Tax)

 Act 1999.
- 6.5 The parties acknowledge and agree that nothing in this Agreement constitutes any relationship of employer and employee, principal and agent, or partnership, between the parties.
- 6.6 The laws of South Australia govern this Agreement. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of South Australia.
- 6.7 This Agreement represents the entire agreement between the parties in relation to the Program. The only enforceable obligations and liabilities of the parties in that regard are those that arise out of this Agreement. Any other prior representations, correspondence or agreements are superseded by this Agreement.
- 6.8 No addition or modification of any provision of this Agreement shall be binding upon the parties unless made by written instruction signed by the parties.
- 6.9 UC acknowledges that one or more of the extra curricular activities described in Annexure A may be cancelled due to inclement weather, industrial action or other incidents outside of UA's control. In such case, UA will use its best endeavours to reschedule such activity or arrange an alternative, but will not be liable in the event that the activity can not be rescheduled or an alternative arranged.
- OC will indemnify UA and its officers, servants and agents against any and all actions, proceedings, suits, claims, demands, damages, costs and expenses that may be made, brought or prosecuted against it or them or any of them by any person whatsoever in respect of any loss, damage, injury or death however arising in connection with any act or omission of UC or any Participant or in connection with participation of the Participants (including, without limitation any and all accommodation and activities pursuant to this Agreement). UC agrees that UA's liability in respect of the performance or non-this Agreement.
- 6.11 Each party retains all right, title, and interest in and to its intellectual property rights (including materials embodying such intellectual property rights) existing at the time of entering into this Agreement. As between the parties, all intellectual property rights (including materials embodying such rights) arising or created under this Agreement will be owned by the party who authored them.
- A party seeking to resolve a dispute under this Agreement ("Dispute") must notify the other party in writing of the existence and nature of the Dispute. Upon the other party receiving the notice, the parties must exercise good faith in resolving the dispute by negotiation between themselves through their nominated representatives.
- 6.13 The parties acknowledge that two identical copies of this Agreement have been signed by them, with each party to retain one original signed copy. Each copy is in the English language. Any translation of this Agreement shall be made for reference only and shall have no contractual validity.



7. DEFINITIONS

In this Agreement, unless the context otherwise requires:

- 7.1 Words denoting the singular include the plural and vice versa.
- 7.2 Headings are for convenience only and do not affect interpretation.
- 7.3 Words denoting individuals include corporations and vice versa.
- 7.4 A reference to a clause, subclause or schedule is a reference to a clause; subclause or schedule of this Agreement.
- 7.5 This Agreement is binding on the parties' heirs, successors, personal legal representatives and assigns.
- 7.6 "Annexure A" means, in the first year of this Agreement, Annexure A to this Agreement and thereafter means the Revised Program then applicable as agreed pursuant to clause
- 7.7 "intellectual property rights" means any patent, copyright, trademark, tradename, design, trade secret or know how, or any right to registration of such rights and any other form of intellectual property right whether arising before or after the execution of this
- 7.8 "Participants" means any person taking part in the Program other than UA staff and contractors.
- 7.9 "Program" means, in the first year of this Agreement, the program as specified in Annexure A and thereafter means the Revised Program then applicable as agreed pursuant to clause 1.2;

SIGNED

Signed on behalf of the University of Adelaide:

Prof. John Taplin

Pro Vice Chancellor (International)

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Signed on behalf of Universidad de Chile

date

7 October 2011

date

Manuel Agosin T. Dean, School of Economics and Business

Annexure A

THE PROGRAM GENERAL ENGLISH STUDY TOUR PROGRAM

Description	 10 week General English for Academic Purposes Program including extension class on Friday 'Economics in Australia'. 20 hours of class time per week; the core program runs for 4 hours per day Monday to Friday, focussing on the development of students' speaking listening, reading and writing skills. The teaching methodology is based on a communicative approach, with students doing pair work, group tasks and role-play activities. Classes have a maximum of 18 students per class. The objectives of the Program are: Develop understanding of the structure and function of the English language Develop ability to use spoken English in order to meet day to day needs in Australia Gain confidence in applying knowledge and skills actively inside and outside of the classroom Present ideas in written styles appropriate to their level Experience the benefits of working cooperatively with others Learn about aspects of Australian society and education Appreciate cultures in Australia and develop intercultural awareness Five levels: elementary, pre-intermediate, intermediate, upper intermediate and advanced. Students do a placement test on the first day of the course to determine the class most appropriate to their current English level. The test involves grammar, vocabulary, writing and speaking and is conducted by experienced teachers. Assessment is based on attendance, participation and performance in each of the four macro skills: speaking, listening, reading and writing. This may be via formal tests, or through activities such as oral presentations. 10 week Peer Mentoring Program (1 UA student to two Universidad de Chile students? with bour program (1 UA student to two Universidad de Chile students?
Duration &	Chile students 2 x 1 hour sessions per week.) 11 weeks' duration: 3 January- 16 March, 2011
Commencement	
Minimum Number	10
of Participants Admission	
requirements	n/a
Activities and	A Airport Day (
Miscellaneous	 Airport Reception and Farewell Orientation and City and Campus Tour Australian Bush Dance Aquatics at Glenelg Beach Cleland National Park Graduation celebration Dispersed Company
Required Texts	Graduation celebration Dinner and Ceremony Text provided
Accommodation to	Homestay: 3 meals per day
be arranged by UA	Thous per day
Program Fee	AUD\$6000 per Participant including GST Subject only to clauses 1.2 and 2.5, the Program Fee is a single fixed lump sum fee and will not be subject to variation, set off or adjustment.

