



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 Business*.

BACKGROUND

- A. 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.
- B. UA's *Professional and Continuing Education* unit provides in excess of 380 courses, workshops 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.
- C. UC is a public university in Santiago, Chile. UC was founded on the 19th of November, 1842 and is the oldest higher education institution in Chile. It offers undergraduate and graduate programs to over 31,000 students.
- 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 Annexure A.
- 1.2 If UC wishes the Program to be delivered again in any subsequent year of this 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 of this Agreement.
- 1.3 The parties acknowledge that the persons who apply or enrol under this Agreement are subject to the University's policies and procedures, in the same manner as are other students.

2. 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.

3. RESPONSIBILITIES 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, UA may choose to either cancel the Program or increase the Program Fee at its 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.

4. HOMESTAY ACCOMMODATION

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



- 4.1 UA shall arrange Homestay accommodation for all Participants. Meals for breakfast, 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.
- 4.3 UA and Homestay families will meet Participants at Adelaide Airport and transport them to their Homestay accommodation, providing that all participants arrive on the same flight.

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:
 - 6.2.1 suggesting to prospective students that they can come to Australia on a 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 visa;
 - 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*

- NOV 1964

7. DEFINITIONS

In this Agreement, unless the context otherwise requires:

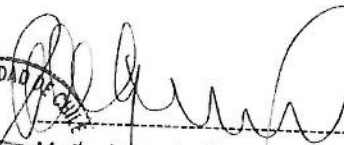
- 7.1 Words denoting the singular include the plural and vice versa.
- 7.2 Headings are for convenience only and do not affect interpretation.
- 7.3 Words denoting individuals include corporations and vice versa.
- 7.4 A reference to a clause, subclause or schedule is a reference to a clause; subclause 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 1.2
- 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 Agreement.
- 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:

 7 October 2011
Prof. John Taplin date
Pro Vice Chancellor (International)

Signed on behalf of Universidad de Chile

 29 November
Manuel Agosin T. date
Dean, School of Economics and Business



Annexure A

THE PROGRAM GENERAL ENGLISH STUDY TOUR PROGRAM

Description	<ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> • 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 2 x 1 hour sessions per week.)
Duration & Commencement	11 weeks' duration: 3 January- 16 March, 2011
Minimum Number of Participants	10
Admission requirements	n/a
Activities and Miscellaneous	<ul style="list-style-type: none"> • Airport Reception and Farewell • Orientation and City and Campus Tour • Australian Bush Dance • Aquatics at Glenelg Beach • Cleland National Park • Graduation celebration Dinner and Ceremony
Required Texts	Text provided
Accommodation to be arranged by UA	Homestay: 3 meals 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.

