

ARTICULATION AGREEMENT

BETWEEN

SIR SANDFORD FLEMING COLLEGE, ONTARIO CANADA

and

THE UNIVERSITY OF WESTERN SYDNEY

THIS AGREEMENT IS MADE BETWEEN:

The University of Western Sydney established under the NSW *University of Western Sydney Act 1997* (“UWS”) and

Sir Sandford Fleming College was established as a corporation without share capital as set out in the *Ontario Colleges of Applied Arts and Technology Act* of Canada (“Fleming College”).

CONTEXT:

- A. UWS and Fleming College recognise the value of promotion of mobility of students between institutions of higher learning.
- B. UWS and Fleming College wish to provide the opportunity to students of Fleming College to obtain credit in the event that they enrol in the University of Western Sydney.
- C. UWS and Fleming College recognise the institutional benefits of promotion of the articulation relationship established by this Agreement.

1. DURATION

- 1.1 This Agreement will commence on 1 January 2009 and will, unless terminated earlier in accordance with this Agreement, cease 36 months after the commencement of this Agreement.

2. PURPOSE

- 2.1 The purpose of this Agreement is to enable students of Fleming College who enrol in degree courses of UWS to receive credit for courses completed at Fleming College.

3. ARTICULATION

- 3.1 UWS will accord the credit set out in the Schedule towards the granting of a UWS degree, to a Fleming College student who enrolls in UWS and has completed the Fleming College courses specified in the Schedule, in respect of that credit.
- 3.2 Notwithstanding the credit standing provided in this Agreement, a student must complete the equivalent of one year of full-time study at UWS, to satisfy course requirements for awarding of a degree at UWS. Where the granted diploma is more than five years old, the schedules may not apply, however, each application will be considered on merit.

4. QUALITY ASSURANCE

- 4.1 Fleming College will maintain the quality of its courses listed in the Schedule and Fleming College will advise UWS at least nine months in advance of any changes to the courses, or units comprising the courses that significantly change their character.
- 4.2 UWS will maintain the quality of its courses listed in the Schedule and UWS will advise the Fleming College at least nine months in advance of any changes to the courses, or units comprising the courses, that significantly changes their character.

5. COMMUNICATION

- 5.1 Each party will advise the other party of details of their coordinating officer for the purposes of this Agreement. Communications relating to implementation of this Agreement will be directed to the coordinating officers, or in the absence of such an officer to the chief executive officer of each party.

6. VARIATION TO SCHEDULES AND AGREEMENT

- 6.1 On a no less than annual basis, the coordinating officers will discuss the Schedule to this Agreement, and other aspects of the Agreement, and review it as may be necessary to effect the purposes of this Agreement. Variation to the Schedule or the Agreement must be in writing and signed by authorised representatives of both parties.

7. ADMISSION TO UWS

- 7.1 This Agreement does not provide any rights of admission to UWS by Fleming College students. Admission to UWS by Fleming College students is subject to the provisions of Australian law and the normal procedures, rules and policies of UWS.
- 7.2 If a Fleming College student satisfies the requirements outlined in the Schedule and all other entrance criteria, any requirements of law, and places are available, UWS will provide the Fleming College student with a letter of offer, in accordance with the normal processes of UWS.

8. INTERNATIONAL STUDENT STATUS

- 8.1 Fleming College students will generally be international students under Australian law if admitted to a course at UWS. Admission to UWS does not exempt Fleming College students from compliance with Australian immigration law.

9. CAMPUS VISITS

- 9.1 Fleming College agrees to grant access to its campuses to representatives or agents of UWS and to facilitate visits by such representatives or agents for the purpose of promoting studies at UWS by Fleming College students.

10. ENGLISH LANGUAGE STANDARD

- 10.1 A Fleming College student will be required to meet English language standards in effect in respect of courses of study at UWS, and undertake any bridging language courses that may be required prior to or following admission.

11. ESOS ACT AND CODES OF PRACTICE

- 11.1 Fleming College acknowledges that UWS is subject to the Commonwealth *Education Services for Overseas Students Act 2000* and other Australian legislation in respect of provision of services to overseas students. Fleming College will comply with any reasonable request from UWS in terms of steps that are necessary for UWS compliance with Australian legislation and any Codes of Practice in effect under such legislation.

12. PROMOTIONAL ACTIVITIES

- 12.1 Fleming College and UWS will jointly agree on a promotional strategy to ensure students and prospective students at Fleming College are aware of the articulation benefits available under this Agreement. The promotional strategy may include:
- a. inclusion of materials, including this Agreement, on the respective websites of UWS and Fleming College;
 - b. provision of links to information regarding the programs and activities of UWS and Fleming College;
 - c. subject to conclusion of a licence agreement, inclusion of the trade marks or logos of UWS or Fleming College.
- 12.2 All advertising and promotion of the articulation benefits must be accurate and not misleading.
- 12.3 Fleming College will not represent that it is an agent of UWS or that UWS has in any manner provided endorsement or quality assurance in respect of the activities of Fleming College.

13. TRADEMARKS AND INTELLECTUAL PROPERTY

- 13.1 The parties agree that if agreement is reached for the use of a trademark of one party by the other party for the purposes of this Agreement, that the parties will conclude a separate agreement to licence the use of the trademark.
- 13.2 The parties agree that whilst a Fleming College student is studying at UWS pursuant to the arrangements contemplated by this Agreement, any Intellectual Property created by such students will be subject to the provisions of the UWS Intellectual Property Policy which may be amended from time to time.

14. ASSIGNMENT

- 14.1 Neither party shall assign this Agreement or sub-contract any of its rights and obligations hereunder it is agreed to in advance in writing by the other party.

15. NON-EXCLUSIVITY

- 15.1 The parties agree that neither party is prevented by this Agreement from entering articulation agreements with other parties.

16. APPLICATION OF POLICIES

- 16.1 Fleming College agrees to comply with any reasonable request from UWS relating to upholding the policies of UWS including without limitation, policies relating to non-

discrimination, academic misconduct, the prevention of sexual and other harassment, vilification and bullying.

- 16.2 Fleming College will inform its students that it will be a condition of enrolment at UWS that such students will be required to comply with all UWS policies and procedures as a condition of undertaking the course of study at UWS under this Agreement. Fleming College will provide its students with access to the UWS Policies and Procedures for this purpose. The current UWS Policies (including the UWS Intellectual Property Policy) can be viewed at - <http://policies.uws.edu.au/masterlist.php>

17. PROVISION OF GUIDANCE TO STUDENTS

- 17.1 Fleming College agrees to arrange on a regular basis for information and guidance to be provided to its students on the availability and requirements relating to articulation under this Agreement.

18. WARRANTY REGARDING COMPLIANCE WITH LOCAL LAW

- 18.1 Fleming College warrants that it will ensure at all times that its activities are conducted in accordance with applicable laws in the country of its operation.
- 18.2 UWS warrants that it will ensure at all times that its activities are conducted in accordance with applicable laws of Australia.

19. EFFECT OF CHANGES TO ARTICULATED COURSES

- 19.1 The parties agree that changes to articulated courses of one party may result in the basis of this Articulation Agreement being significantly changed. Such changes will be communicated by either party and informed the other party that the basis for articulation in respect of a particular course no longer subsists.

20. PRIVACY AND CONFIDENTIALITY

- 20.1 Each party must ensure that private information pertaining to the students of either party is not disclosed or permitted to be disclosed to any third party, except in accordance with the law applicable to the party, and solely for the purpose of giving effect to this Agreement.
- 20.2 In respect of private information transmitted between the parties, it is agreed that each party will comply with any legal requirement that arises in respect of that transmission, as a result of the operation of the law applicable to the transmitting party.
- 20.3 The parties must treat confidential information pertaining to the other party as confidential, and not disclose it to any third party, except with the written consent of the party to whom the information pertains.
- 20.4 It shall be the responsibility of each party to ensure that its employees, officers and agents comply with the obligations of privacy or confidentiality imposed upon it by this clause as if personally bound by such obligations.
- 20.5 Each party's obligations under this clause shall survive termination of this Agreement and endure until the Confidential Information disclosed to it lawfully becomes part of the public domain.

21. INDEMNITY

- 21.1 Fleming College agrees to indemnify UWS against any liability, loss or damage UWS suffers and arising from a negligent or wilful act or failure to act by an employee or agent of Fleming College arising directly or indirectly in relation to this Agreement except to the extent that such liability, loss or damage is caused or contributed to through the negligent or wilful act or failure to act by a member of University staff. Fleming College agrees that this indemnity is a continuing one and survives the termination of the Agreement.
- 21.2 UWS agrees to indemnify Fleming College against any liability, loss or damage the Fleming College suffers arising from a negligent or wilful act or failure to act by an employee or agent of UWS arising directly or indirectly in relation to this Agreement except to the extent that such liability, loss or damage is caused or contributed to through the negligent or wilful act or failure to act by an employee or agent of Fleming College. UWS agrees that this indemnity is a continuing one and survives the termination of the Agreement.

22. DISPUTE RESOLUTION

- 22.1 Before resorting to external dispute resolution mechanisms, the Parties shall attempt to settle by negotiation any dispute in relation to this Agreement including referring the matter to personnel who may have authority to intervene and direct some form of resolution.
- 22.2 If a dispute is not settled by the Parties within 10 working days of one Party first sending to the other Party written notice that they are in dispute, the dispute may be the subject of court proceedings or may be submitted to some alternative dispute resolution mechanism as may be agreed in writing between the Parties.

23. TERMINATION

- 23.1 This Agreement may be terminated by either party by giving 6 months written notice.
- 23.2 Without affecting any other provision of this Agreement, either party may terminate this Agreement upon the happening of anyone or more of the following events:-
- i. Any party defaults in fully performing, observing or fulfilling any provisions of this Agreement and, if such default is capable of remedy, where the default has not been remedied within the period of time specified in a notice in that regard being provided to the defaulting party by the non-defaulting party;
 - ii. Either party has appointed liquidation, provisional liquidator, administrator or similar officer or a like appointment is made in relation to the assets of either party;
 - iii. An application is made to a competent court for an order or an order is made or a meeting is convened or a resolution is passed for the purpose of appointing a person referred to in the preceding paragraph or for the winding up of a party or for implementing scheme or arrangement, or for placing either party under administration;
 - iv. At any time it is unlawful for either party to perform any of its obligations under this Agreement;

- v. Either party fails to duly and punctually comply with the proper laws binding on it for the purposes of the rights and obligations specified in this Agreement;
 - vi. Any other event or series of events occurs which, in the reasonable opinion of either party, renders it impracticable or impossible to observe and fulfil the terms of this Agreement.
- 23.3 Termination of this Agreement for any reason shall not extinguish, prejudice or affect any antecedent rights that may have accrued to a party prior to the date of termination.

24. GENERAL PROVISIONS

- 24.1. The law of New South Wales governs this Agreement and the parties agree that any dispute arising from this Agreement will be subject to the jurisdiction of the courts of New South Wales.
- 24.2. This Agreement:
- (a) constitutes the entire agreement of the parties as to its subject matter and supersedes all prior representations and agreements in connection with that subject matter; and
 - (b) may only be altered in writing and signed by each of the parties.
- 24.3 This Agreement does not create a partnership or agency of any kind between the parties. Neither party will represent itself as the partner or agent of the other.
- 24.4 Each party will take any action and execute any documents necessary to give effect to this Agreement.
- 24.5 This Agreement supersedes and terminates any previous agreement between the parties on this subject matter.
- 24.6 Except as explicitly provided otherwise, each party will bear its own costs in respect of all aspects of preparation, execution or implementation of this Agreement.
- 24.7 Any clause which is unenforceable, illegal or void is severable from this Agreement. The remainder of the Agreement will continue to have full effect.
- 24.8 The waiver of any rights under this Agreement is only effective if it is in writing by the party waiving its rights. Forbearance does not amount to waiver under this Agreement. Waiver in respect of any particular right arising under this Agreement will not result in waiver of other provisions of this Agreement.
- 24.9 Any attachments, schedules, annexures or enclosures to this Agreement form part of the Agreement.
- 24.10 The signatories hereby personally warrant that they have express and sufficient authority to execute this Agreement on behalf of the party on whose behalf they have signed.

24.11 In this Agreement:

- (a) Any notice or communication given under this Agreement each party will be in writing and will be delivered, sent by prepaid post, sent by facsimile or email to the other party's address, facsimile number or email address (as the case may be) specified in the Contact Details Schedule, or such other address or contact number as notified from time to time by the parties.
- (b) In this subclause 24.11 business day ("business day") means a day which is not a Saturday, Sunday or a public holiday in the State of New South Wales or the Province of Ontario.
- (c) A notice or other communication given under or about this Agreement is taken to be received (as the case may be):
 - (i) if delivered personally, on the business day it is delivered;
 - (ii) if sent by ordinary prepaid post, 3 business days after posting; or
 - (iii) if transmitted electronically when the sender receives acknowledgment that the communication has been properly transmitted to the recipient.

25. DEFINITIONS

In this Agreement:

'Agreement' means this agreement as entered into by UWS and the Fleming College.

'Articulation' for the purposes of this Agreement, refers to the granting of credit towards the gaining of a tertiary qualification in respect of courses undertaken at another educational institution.


'Fleming College' means Sir Sandford Fleming College.

'Intellectual Property Rights' means all intellectual property rights including but not limited to:

- (a) patents, copyright, rights in circuit layouts, registered designs, trademarks and the right to have confidential information kept confidential; and
- (c) any application or right to apply for registration of any rights referred to in Clause 13 of this Agreement.

'UWS' means the University of Western Sydney and includes its successors and assigns.

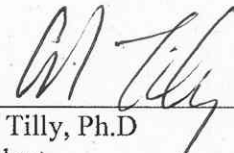
For and on behalf of
**THE UNIVERSITY
OF WESTERN SYDNEY**



Professor Janice Reid, AM
Vice Chancellor and University President

Date 26.10.08

For and on behalf of
FLEMING COLLEGE



Tony Tilly, Ph.D
President

Date 2008/09/25

Appendix A SCHEDULE

ARTICULATION CREDITS INTO THE BACHELOR OF SCIENCE (FORENSIC SCIENCE)

Following satisfactory completion of the *Advanced Diploma in Biotechnology Technologist – Forensics* at Fleming College students would be granted academic credit for the following (16) units (160 credit points) within the UWS Bachelor of Science (Forensic Science):

Academic Credit (Course Code: 3589):

300221 Biology 1
 300224 Chemistry 1
 300222 Biology 2
 300225 Chemistry 2
 SC103A Forensic Science
 200263 Biometry
 300219 Biochemistry 1
 400680 Crime and Criminal Justice
 300234 Molecular Biology
 EH217A Toxicology
 Electives x 6

Required Units of Study:

In this transfer articulation arrangement, prospective students from Fleming College would enrol in the following 8 units (80 credit points) at UWS as specified below:

300375 Digital Forensic Photography 1
 300493 Forensic and Environmental Analysis
 300374 Crime Scene Investigation
 300377 Forensic Analysis of Physical Evidence
 300376 Digital Forensic Photography 2
 300494 Forensic Chemistry
 300378 Forensic Archaeology
 300373 Complex Forensic Case Studies

CONTACT DETAILS SCHEDULE

Address for Notices

(a) Any notice given by the University of Western Sydney to Fleming College must be sent in accordance with the following details:

Name: Mr. Paul Legacy

Position: Dean, School of Law, Justice and Community Services

Address: Fleming College
599 Brealey Drive, Peterborough, ON K9J 7B1

Facsimile: 705-749-5540

Email: plegacy@flemingc.on.ca

(b) Any notice sent by Fleming College to the University of Western Sydney must be sent in accordance with the following details:

Name: Ms Julie Lantz

Position: Associate Dean, College of Health & Science

Address: University of Western Sydney
Locked Bag 1797
Penrith South DC, NSW 1979, Australia

Facsimile: +61-2-4620-3396

Email: j.lantz.uws.edu.au