

Asia Education Foundation The University of Melbourne VIC 3010 Tel: 03 8344 4800 Fax: 03 9347 1768 URL: <u>www.asiaeducation.edu.au</u>

DATED this day of 20

BETWEEN

The University of Melbourne through its Asia Education Foundation (ABN 84 002 705 224) of Parkville VIC 3010 ("**AEF**")

AND

The person set out in Schedule 1 ("**Participant**")

BACKGROUND

- A. AEF has been engaged by the Victorian Department of Education and Early Childhood Development ("DEECD") under a Services Contract dated 31 July 2014 ("Services Agreement") to provide coordination services in relation to an in-country languages teaching scholarships initiative 2014-2015 ("Programme").
- B. The Participant has registered to participate in the Programme.
- C. A Letter of Agreement was sent by AEF to the Participant's school, in accordance with AEF's obligations under the Services Agreement. The Letter of Agreement was signed on behalf of the Participant and the Participant's school (namely the school's Principal and designated Business Manager), which triggered the obligation on DEECD under the Services Agreement to provide a grant of \$7,000 to the Participant School to cover the in-country study component of the scholarship.
- D. AEF will work together with the Participant to develop a personalised learning plan that will guide course selection, location, inclusions/exclusions, delivery mode, accommodation and travel ("**Personalised Learning Plan**").
- E. This Agreement provides the terms and conditions for the Participant's participation in the Programme.

OPERATIVE PART

1. TERM OF THE AGREEMENT

1.1 The Agreement commences on the date that the last Party signs the Agreement and continues for the Term.

2. WITHDRAWAL FROM THE PROGRAMME

- 2.1 The Participant must notify AEF in writing, as soon as reasonably possible, if the Participant wishes to withdraw from the Programme for any reason.
- 2.2 Withdrawal from the Programme will take effect from the Date of Withdrawal.
- 2.3 The Participant agrees that from the Date of Withdrawal that the Licensed Travel Provider has the discretion to charge cancellation charges and acknowledges that AEF has no control over cancellation charges set by the Licensed Travel Provider.



3. OBLIGATIONS OF THE PARTICIPANT

Participant's pre-departure obligations prior to the in-Country component of the Programme

- 3.1 In addition to complying with all of its responsibilities under the Letter of Agreement before departing for the Programme, the Participant must:
 - (a) provide AEF with any relevant information to satisfy the eligibility requirements to participate in the Programme;
 - (b) read, complete and comply with all instructions set out in the briefing materials, itineraries, organisational requirements and country background and any other information as provided by AEF;
 - (c) complete all forms and comply with all instructions contained in Schedules 1 and 2;
 - (d) under AEF's guidance, develop and abide by the Participant's Personalised Learning Plan;
 - (e) obtain a valid passport and visas (as required);
 - (f) acquire gifts, if advised, for any Programme hosts and associates;
 - (g) obtain insurance protection to cover the entire duration of the Programme in respect of expenses that may arise, in connection with:
 - (i) injury or illness, including any pre-existing medical condition;
 - (ii) emergency repatriation costs;
 - (iii) personal liability;
 - (iv) loss of or damage to personal effects; and
 - (v) cancellation of the Programme;
 - (h) undergo a physical/medical examination and obtain relevant vaccinations;
 - (i) purchase any items required for the Participant's personal use while on the Programme;
 - register travel details with the Participant's home country ministry of foreign affairs (for example, Australia teachers must register with DFAT's www.smartraveller.gov.au (as amended from time to time));
 - (k) notify AEF about any special needs, pre-existing medical conditions or dietary requirements. AEF will endeavour to address the Participant's needs but provides no guarantees; and
 - (I) as reasonably required, liaise with Licensed Travel Provider and in-country service providers.

Participant's obligations for the in-Country component of the Programme

- 3.2 During the in-Country component of the Programme the Participant agrees to:
 - (a) take part in all activities associated with the Programme;
 - (b) behave in a lawful, responsible and courteous manner during the course of the Programme and in all activities associated with the Programme;
 - (c) comply with the directions of AEF, or any person authorized by AEF to provide directions on all matters concerning the Programme, including in relation to the Participant's own safety or the safety of other participants in the Programme; and
 - (d) comply with the laws that apply to the country or countries where the Programme is undertaken.

Participant's post-departure obligations after returning to Australia

3.3 Upon returning to Australia, the Participant must submit the Evaluation Documentation by the date set out under item 2(c) of Schedule 3.

General obligations

- 3.4 In taking part in the Programme, the Participant agrees to:
 - (a) inform himself/herself about any dangers, hazards or risks that may be associated with participating in the Programme;
 - (b) take all necessary precaution to safeguard his/her health, safety and belongings;
 - (c) be informed, on a regular basis, about any updates to the Travel Advisories for the countries where the Programme is undertaken; and
 - (d) be responsible for any outcomes from medical treatment if required during the Programme.
- 3.5 The Participant agrees that all statements and information that he/she has provided in the Schedules for the Programme is correct, complete and not false or misleading in any way.

4. OBLIGATIONS OF AEF

AEF's pre-departure obligations prior to the in-Country component of the Programme

- 4.1 AEF will prior to the Participant's departure for the in-Country component of the Programme:
 - (a) brief the Participant about the Programme;
 - (b) provide the Participant with risk management information for the Programme; and
 - (c) forward relevant information to the Licensed Travel Provider to book travel and accommodation on behalf of the Participant (if required).



AEF's obligations for the in-Country component of the Programme

4.2 During the in-Country component of the Programme, AEF will be available to assist the Participant with any emergency risk management issues that relate to the Programme.

AEF's post-departure obligations after the Participant returns to Australia

4.3 Upon the Participant returning to Australia, AEF will support Participants to complete the Evaluation Documentation. AEF may request additional feedback during the Term of the Agreement from the Participant about his/her experiences of the Programme and the Participant will provide such feedback to AEF.

General obligations

- 4.4 AEF will:
 - (a) administer and manage the Programme, including guiding the Participant in developing their Personalised Learning Plan;
 - (b) allow the Participant to take part in the Programme based on information provided by the Participant; and
 - (c) not be responsible for any injury or loss suffered by the Participant, however caused (whether fatal or otherwise) when participating in the Programme.
- 4.5 The Participant acknowledges that AEF and the University do not provide any warranty to the Participant with respect to the quality or suitability of the Programme (including for the avoidance of doubt, the quality or suitability of any accommodation or the content of the Programme).

5. INTELLECTUAL PROPERTY

Ownership, use, and assignment of the Intellectual Property created by the Participant

- 5.1 The Participant:
 - (a) will retain ownership of all Intellectual Property in the Participant Material;
 - (b) agrees to grant AEF a royalty-free, non-exclusive, transferable, world-wide, irrevocable, royalty free, perpetual licence (including the right of sublicense) to use, reproduce, adapt and exploit the Participant Material other than commercial exploitation ("Rights");
 - (c) agrees for AEF to sub-licence the Rights in paragraph 5.1(b) to teaching professionals, educational providers, government agencies, for promotional purposes, reporting purposes or for information sharing;
 - (d) agrees to waive moral rights in the Participant Material and the Participant understands that moral rights refers to the right of integrity, right of attribution and right not to have authorship falsely attributed as conferred by the *Copyright Act* 1968 (Cth)); and



(e) agrees to assign its Intellectual Property in the Evaluation Documentation to AEF and acknowledges that AEF may deal with its Intellectual Property Rights in the Evaluation Documentation in its sole discretion.

Ownership and use of the Intellectual Property in the Programme Material

- 5.2 As between AEF and the Participant AEF will retain ownership of all Intellectual Property in the Programme Material.
- 5.3 The Participant acknowledges and agrees that AEF may deal with its Intellectual Property in the Programme Material in its sole discretion.

Intellectual Property warranties

- 5.4 The Participant:
 - (a) warrants that AEF's use of the Participant Material will not infringe any Intellectual Property rights of any other person; and
 - (b) agrees to sign or execute any document that may be necessary to allow AEF to use the Participant Material for the purposes set out in clause 5.1(b), if requested by AEF.

6. PUBLICATION AND ACKNOWLEDGEMENT

- 6.1 In respect of any publication, promotional material, interview, comments or statements relating to the Programme, the Participant must:
 - (a) ensure that comments, publications or statements as referred to under 6.1 are not be made without prior written approval from AEF; and
 - (b) acknowledge the support of AEF, and any other party that has provided financial support for the Programme. The form of the acknowledgement will include a statement provided by AEF.

7. USE AND DISCLOSURE OF PERSONAL INFORMATION AND OTHER PERSONAL IDENTIFYING INFORMATION

- 7.1 AEF will collect the Participant's Personal Information, which will be collected, managed, held, used, disclosed and transferred in accordance with the Privacy Legislation and University's privacy policy.
- 7.2 The Participant consents to AEF use of his/her Personal Information and other Personal Identifying Information for the following purposes:
 - (a) storing, on an internal server in electronic form and in hard copy form;
 - (b) making available to relevant AEF staff, and the Programme's participants;
 - (c) making it available for use by a third party engaged by AEF to evaluate the Programme;
 - (d) making it available for the purpose of promoting the Programme and to provide testimonies on experiences of participants;



- (e) making it available to the Licensed Travel Provider for the purpose of booking accommodation and flights for the Programme;
- (f) distributing to other participants involved in the Programme;
- (g) promotion, marketing and media activities related to the Programme: and
- (h) if AEF believes that the disclosure would assist any hospital, medical provider, the Participant's emergency contact or other organisation in case of an emergency or Unforeseen Event.
- 7.3 During the Term the Participant must notify AEF of any changes to the Participant's Personal Information and Personal Identifying Information.
- 7.4 The University's Privacy Policy is located at <u>http://www.unimelb.edu.au/unisec/privacy</u> and the Privacy Statement regarding the University's treatment of personal information can be accessed at http://www.unimelb.edu.au/unisec/privacy/studentinfo.html.

8. TRAVEL RISKS, TRAVEL ADVISORIES AND LIABILITIES

- 8.1 The Participant voluntarily chooses to participate in the Programme at his/her own risk.
- 8.2 The Participant acknowledges that there are inherent risks and dangers associated with travelling and taking part in the Programme including personal injury, accidents or illnesses (including death), cancellation of transportation, property damage, foreign and political conditions, terrorism, risks arising from weather conditions, civil unrest, or health conditions. Notwithstanding these risks, in consideration for being permitted to participate in the Programme, the Participant waives, releases and discharges AEF, the University and its officers, employees and agents, from any and all claims for personal injury, accidents or illnesses (including death) and property damage, arising in any manner out of the Participant's participation in the Programme.
- 8.3 The Participant acknowledges that neither AEF nor the University is responsible or liable for:
 - (a) assisting the Participant with any medical condition that he/she may have;
 - (b) deciding whether it is safe for the Participant to travel;
 - (c) deciding whether the Participant is fit for travel;
 - (d) any costs or expenses incurred by the Participant, if :
 - (i) the Participant withdraws from the Programme;
 - (ii) the Programme is cancelled because of a Travel Advisory;
 - (e) any alterations, delays, or cancellation made to the Programme in response to a Travel Advisory; or
 - (f) any losses or expenses incurred by the Participant if he/she withdraws from the Programme because of a Travel Advisory.



9. TERMINATION OR CANCELLATION BY AEF AND UNFORSEEN EVENTS

- 9.1 AEF may terminate this Agreement, at any time, by providing written notice to the Participant if:
 - (a) the Participant fails to carry out his/her obligations under this Agreement;
 - (b) the Participant behaves in a manner that is discourteous or unacceptable to the people of the country in which the Programme is taking place;
 - (c) the Participant behaves in a manner that would bring the name of the Programme, other participants or AEF into disrepute;
 - (d) the Participant does not comply with local laws and regulations of the Programme Country;
 - (e) a Travel Advisory has been issued; or
 - (f) AEF experiences an Unforeseen Event that prevents AEF from performing any of its obligations under the Agreement.
- 9.2 AEF may cancel the Programme at any time, if a Travel Advisory has been issued or where AEF determines (acting reasonably) that the Programme Country is unsafe (for whatever reason).
- 9.3 In the event that AEF exercises its right to terminate the Agreement under clause 9.1, neither AEF nor the University will be liable for any costs, losses, expenses, damages, or delay costs incurred by the Participant due to such termination.

10. GENERAL PROVISIONS

- 10.1 **Dispute:** If any dispute or disagreement arises in connection with this agreement, then the Parties will negotiate in good faith to resolve it before commencing any legal proceedings.
- 10.2 **Survival:** clauses 3.4(d), 4.5, 5, 7, 8 and 10.1 survive the expiration or termination of this Agreement along with any other provision which by its nature survives termination or expiration of this Agreement.
- 10.3 **Entire Agreement:** This Agreement together with the attachments, as well as, any documents or forms as part of the Programme registration constitutes the entire agreement between the Parties in connection with the subject matter.
- 10.4 **Relationship:** The Participant acknowledges that this Agreement does not constitute either Party a partner, agent, employee or fiduciary of the other. The Participant must not represent himself or herself as being an employee of the University or as having the authority of or being an agent of the University.
- 10.5 **Variation:** This Agreement may only be varied by written agreement between the parties.
- 10.6 **Governing Law:** This Agreement is governed by the laws of the State of Victoria, Australia.



11. **DEFINITIONS**

11.1 In this Agreement:

"Agreement" means this agreement and includes any schedule or annexure to it.

"**AEF**" means the Asia Education Foundation of the University as founded by the University and Education Services Australia (ABN 18 007 342 421).

"Country" means the country or countries to be visited by the Participant as part of the Programme.

"**Date of Withdrawal**" will be the date that AEF receives a withdrawal notice from the Participant as provided in accordance with clause 2.1.

"DEECD" means the Victorian Department of Early Education and Childhood Development.

"Evaluation Documentation" means the documentation to be submitted by the Participant to AEF at the end of the Programme, including survey, feedback or any other documentation requested by AEF.

"Intellectual Property" means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity and including copyright, discoveries, inventions, patent rights, registered and unregistered trade marks, design rights, circuit layouts and plant varieties and all rights and interests of a like nature including but not limited to methods and techniques, together with any documentation relating to such rights and interests.

"Licensed Travel Provider" means the provider operating a travel agency and responsible for organising the Participant's transportation and accommodation requirements for the Programme. The Licensed Travel Provider is AEF's preferred provider. Where Participants choose to arrange their own transportation or accommodation for the Programme, then the Participant will arrange to use another travel provider.

"Participant" means the person named in Schedule 1.

"Participant Material" means data, information, teaching material, written extract, photographs, electronic media, or anything created by the Participant during the Programme that would be subject to copyright or constitute Intellectual Property of whatsoever nature, excluding for the avoidance of doubt, information contained in the Evaluation Documentation or in an on-line survey.

"Party" means a Party to this Agreement and Parties has corresponding meaning.

"Personal Information" means personal information as defined under the Information Privacy Act (Vic) 2000 and Health Records Act (Vic) 2001.

"**Personal Identifying Information**" means any photographs, images statements, quotes or any other information that identifies the Participant as provided in connection with the activities for the Programme:

- (a) whether provided by the Participant; or
- (b) provided by another Participant participating in the Programme.

"**Privacy Legislation**" means the Information Privacy Act (Vic) 2000 and Health Records Act (Vic) 2001.



"**Programme**" means DEECD's Languages Teaching Scholarships initiative offered by AEF to the Participant as described under recital A, B and C and item 1(b) of Schedule 3.

"**Programme Materials**" means all material provided by AEF as part of, or for the purpose of implementing, the Programme including, but not limited to, any documents, equipment, information or data.

"**Sponsor**" means the party who is named in Schedule 3 and who is subsidising the Participant's Fee of the Programme in the amounts set out in Schedule 3 (if applicable).

"**Term**" refers to pre-departure period, the Programme in-Country and the post Programme period until the Evaluation Documentation is accepted by AEF.

"Travel Advisory" refers to a warning issued (in any form) by any Australian Government department, including DFAT for any country to be visited by the Participant as part of the Programme.

"Unforeseen Event" means any event reasonably beyond the control of AEF, including acts of God, fire, flood, accident, terrorism, strike, epidemic or disease, industrial disputes or any consequences arising from cancellation or delays by service providers (including transport and accommodation service providers).

"University" means The University of Melbourne.



EXECUTED AS AN AGREEMENT

By signing this Agreement, the Participant agrees to be bound by the terms and conditions contained in this Agreement.

Signed by the Participant [PLEASE SIGN HERE IN SPACE PROVIDED]))	Signature
		Print Name
		Date:///
EXECUTED for and on behalf of)	
THE UNIVERSITY OF MELBOURNE)	
by its authorised officer:)	
)	

Date:



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SCHEDULE 1: PARTICIPANT PERSONAL INFORMATION

Participants are required to provide personal information pertaining to their participation in the Programme to AEF.

The information set out under schedule 1 must be completed on-line at web-link which will be provided by AEF.

[PARTICIPANT MUST READ, SIGN AND SUBMIT THIS INFORMATION ON-LINE AT A WEBLINK WHICH WILL BE PROVIDED BY AEF]

PARTICIPANT CONTACT DETAILS:

First Name:

Surname:

PROGRAMME:

PASSPORT PHOTO:

PROGRAMME NAME:			
Year:			Please affix a recent passport photo here.
CONTACT DETAILS:			NB: You may also email an appropriate digital copy to
Preferred postal address	: 🗌 Work	☐ <u>Home</u>	<u>studyprograms@asialink.u</u> <u>nimelb.edu.au</u> (medium resolution 72 dpi)
Preferred email address:	🗌 Work	☐ <u>Home</u>	
Please check your cont	tact details as outlined	below, and mark any	/ changes clearly.
Work Contact Details:			
Position:			
School/Organisation:			

Asia Education Foundation	Tel: 03 83	44 4800 Fax: 03 9	The Unive	sia Education I rsity of Melbourr www.asiaeduca	ne VIC 3010
Work Address:					
Suburb/Town:					
State/Territory:		Postcode:			
General Phone:					
Direct Phone:					
Work Fax:					
Work Email:					
Principal's Name:					
Home Contact Details:					
Home Address:					
Suburb/Town:					
State/Territory:		Postcode:			
Home Phone:					
Mobile Phone:					
Home Email:					
CURRICULUM DETAILS:					
Please tick the boxes mo	ost relevant to you:				
Catholic] <u>Independent</u>	Government			
Primary	Secondary	P-12	Tertiary		
☐ <i>K</i> -3 ☐ <u>4-6</u>	7 8-10	□ 11-12	🗌 Tertiary		
Please circle the learning	g areas most relevan	t to you:			
Arts <u>Health/Pl</u>	<u>nys</u> <u>Mathematics</u>	<u>Science</u>	<u>Librarian</u>	Integrated	<u>Educ.</u> <u>Admin</u>
 English LOTE	Music	SOSE/HSIE	<u>Technology</u>	<u>Religious</u> <u>Ed.</u>	<u>Other</u>



TRAVEL DETAILS

Passport Details:

It is a condition that all Participants hold a valid passport that does not expire before six months beyond your return date. A CLEAR photocopy of the personal details page from your valid passport <u>MUST</u> be attached to this form. If you do not currently have a valid passport, or your current passport expires prior to six months beyond the return date, you must apply for a new passport immediately, and provide AEF with a CLEAR photocopy of the personal details page from your valid passport as soon as possible. Please note you will be responsible for any costs incurred for invalid passports or visas, or as a result of delays or variation in travel arrangements. Please complete the fields below:

Surname:				Given Name/s:							 					
Passport No:																
Expiry:			/		/	'										
Nationality:																
Date of Birth:				/			/	/								
Issuing Authority:																

Copy of passport personal details page attached

Travel Insurance Details:

It is a requirement that all participants have valid comprehensive travel insurance for the entire duration of the programme, covering expenses that may arise in connection with injury, illness, pre-existing medical conditions (physical, mental and psychological), emergency repatriation costs, personal liability, loss of or damage to personal effects, cancellation, and additional expenses incurred that relate to any of the above risks. A COPY of your travel insurance policy/certificate <u>MUST</u> be attached with this form. Travel insurance can be purchased online or through your travel agent.

Travel Insurance Company:												
Travel Insurance Policy No.:												
Insurance Company Emergency					lia (+	-61):	:					
REVERSE CH	ARG	SE N	UM	BER								



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Travel Arrangements:

Please tick the boxes of the statements most relevant to you:

□ I WILL be taking advantage of the airfare arranged by AEF's' preferred Licensed Travel Provider

Policy certificate attached

(flight information and costs will be sent separately)

□ I WILL NOT be taking advantage of the airfares arranged by AEF's preferred Licensed Travel Provider and will be making my own arrangements to arrive in-country. I agree to provide AEF with my travel itinerary including flight arrival and departure details [Note: Please attach travel itinerary details if you have selected this option].

□ I would like to request a *SINGLE SUPPLEMENT* and will pay the additional costs as outlined in Schedule 2

DIETARY REQUIREMENTS:

Airlines require that we disclose any meal preferences or allergies you may have. Please indicate any dietary requirements. We also pass this information on to in-Country operators managing our programme. N.B. Special meals can be ordered on international flights, but please be very specific about what you can and cannot eat. In some countries, special meals may not be available at all, in which case, please bring plenty of appropriate dietary supplements.

Vegetarian	<u>Vegan</u>	Other:	

EMERGENCY CONTACT INFORMATION:

In the event that you require emergency assistance (e.g. severe illness or accident), or in the case that you need to return home, AEF and/or the University will notify your nominated Emergency Contact and/or



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Insurance Company. If neither your Emergency Contact nor Insurance Company is able to assist, advice may be sought from the relevant Australian Embassy/Consulate.

Honorific:	
First Name:	
Surname:	
Relationship:	
Home Address:	
Suburb/City:	
State/Territory:	Postcode:
Home Phone:	
Mobile:	
Work Phone:	



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SCHEDULE 2: CERTIFICATE OF HEALTH

It is a condition of participating in the Programme that you provide this Certificate of Health, completed and **signed and dated** by you and **your qualified medical practitioner** no more than 60 days prior to departure of the in-Country component of the Programme, indicating that you are able to travel under the conditions detailed below, including being physically, mentally and psychologically fit.

Ability to Travel:

PARTICIPANT'S DETAILS:

You must:

- have the ability to travel in a group situation for a period of up to three weeks by various modes of transport, including boat, train, airplane, local transport and a considerable amount on foot;
- have the ability to transport/carry your own luggage at all times, including at airports, at hotels, in and out of transport, and possibly a considerable amount on foot;
- be equipped to cope with the country's specific climate (i.e. from -15°C to +30°C);
- have a satisfactory level of physical, mental and psychological fitness to engage <u>fully</u> in the programme, which can include up to 12 to 15 hours of planned activities per day; AND;
- have consulted with your qualified medical practitioner in regards to your ability to meet the above requirements and discussed appropriate vaccinations.

Honorific:	
First Name:	
Surname:	
Home Address:	
Suburb/City:	
State/Territory:	Postcode:
Study Tour:	
	<i>)</i>

Signature of participant	Date	/	/



PRE-EXISTING CONDITIONS (VOLUNTARY):

While discussing your ability to travel with your qualified medical practitioner, including your physical, mental and psychological fitness, you may wish to also discuss the management of any pre-existing medical conditions.

Please note you are required to self-manage your health including any pre-existing conditions.

Any information that you provide will be subject to the privacy statement set out in the Privacy obligations set out in the Participant Agreement. If you need more space please attach a separate page.

<u>QUALIFIED MEDICAL PRACTITIONER DETAILS:</u> (*Please ensure that the medical practitioner CLEARLY completes all sections of this schedule*)

Asia Education Foundation		Aution Foundation Melbourne VIC 3010
Asia Education Foundation	Tel. 03 0344 4000 Tax. 03 9547 1708 UTL. <u>www.</u>	asiaeuucalion.euu.au
Honorific:		
First Name:		
Surname:		
Work Address:		
Suburb/City:		
State/Territory:	Postcode:	
Work Phone:		

I (insert qualified medical practitioner's name)	have been
fully informed of the activities required to be undertaken in the proposed programme by:	
(insert participant's name), a	nd

consider that he/she is appropriately physically, mentally and psychologically fit and is able to travel and fully engage safely in the activities to be undertaken in the nominated programme.

Signature of qualified medical practitioner:

Date	/	/		



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SCHEDULE 3: PROGRAMME

Item 1: Participant and Programme name

- (a) Participant Name:[insert name of Participant]
- (b) Programme Name: DEECD Languages Teaching Scholarships Initiative

Item 2: Programme:

- (a) Start date in-Country: As per the Participant's Personalised Learning Plan
- (b) End date in-Country: As per the Participant's Personalised Learning Plan
- (c) Evaluation Documentation due date: 20 February 2015