AGREEMENT

between

The University of Southern Queensland (USQ)
Toowoomba Australia

and

The Centurion University of Technology and Management (Centurion)
CONTENTS

1. DEFINITIONS .................................................................................................................. 3
2. APPOINTMENT AND CAPACITY .................................................................................. 6
3. CONTRACTUAL RELATIONSHIP WITH ENROLLED STUDENTS .............................. 7
4. COMMENCEMENT AND PERIOD OF AGENCY ............................................................ 7
5. CONTRACT MANAGEMENT .......................................................................................... 7
6. EDUCATIONAL PARTNER’S SERVICES ....................................................................... 8
7. USQ’S RESPONSIBILITIES .......................................................................................... 10
8. OWNERSHIP OF PROPERTY AND INTELLECTUAL PROPERTY RIGHTS ............. 11
9. USE OF USQ NAME, LOGO AND OTHER TRADE IDENTIFICATION ....................... 11
10. APPLICATION OF LAWS AND USQ STATUTES, POLICIES ................................... 11
11. COMPLIANCE ............................................................................................................. 12
12. EDUCATIONAL PARTNER TO KEEP ACCOUNTS ...................................................... 13
13. PAYMENT OF USQ FEES ......................................................................................... 13
14. REVIEW OF USQ FEES ............................................................................................ 13
15. TAXES AND DUTIES .................................................................................................. 13
16. TERMINATION AND FORCE MAJEURE ..................................................................... 14
17. EDUCATIONAL PARTNER’S INDEMNITIES .............................................................. 15
18. USQ WARRANTY AND LIMITATION OF LIABILITY ................................................. 16
19. EDUCATIONAL PARTNERS WARRANTY ................................................................... 16
20. CONFIDENTIAL INFORMATION .................................................................................. 17
21. ASSIGNMENT AND SUB-CONTRACTING .................................................................. 17
22. CHOICE OF LAW AND FORUM ................................................................................ 17
23. COMPLIANCE WITH LAWS AND REGULATIONS ..................................................... 17
24. VARIATION OF AGREEMENT ..................................................................................... 17
25. SEVERANCE ................................................................................................................. 17
26. WAIVER ....................................................................................................................... 17
27. SURVIVAL OF OBLIGATIONS ..................................................................................... 18
28. RELATIONSHIP ........................................................................................................... 18
29. SERVICE OF NOTICES/CONTACT DETAILS .............................................................. 18
30. DISPUTE RESOLUTION ............................................................................................... 18
31. COSTS .......................................................................................................................... 19
32. POST-TERMINATION OBLIGATIONS ........................................................................ 19
33. AUTHENTIC TEXT AND TRANSLATIONS ................................................................. 19
34. AUTHORITY TO SIGN ................................................................................................. 20
35. ENTIRE AGREEMENT ................................................................................................. 20
APPOINTMENT OF EDUCATIONAL PARTNER

BETWEEN: University of Southern Queensland ABN 40 234 732 081 ("USQ"), a non-profit organisation established as a body corporate pursuant to the provisions of the University of Southern Queensland Act 1998 (Qld) of West Street Toowoomba in the State of Queensland

AND: The Centurion University of Technology and Management ("Centurion" and "the Educational Partner" as defined below) of Post Seethapur via Uppalada, Paralakshemundi - 761 211, Gajapati, Orissa.

RECITALS

A. In pursuit of its educational purposes, which include research and training, USQ undertakes scholarly research, and teaches Programs of study in a variety of academic disciplines;

B. USQ wishes to both promote the delivery of its Programs to students in various locations, and provide support and learning environments which enhance the learning experience for students;

C. Centurion has the capacity to introduce prospective students to USQ and USQ wishes to appoint Centurion to solicit applications from prospective students for enrolment in the Programs;

D. USQ further wishes that Centurion provide Services in relation to Enrolled Students;

E. Where required, Centurion may provide Instructional Services to the Enrolled Students, upon request of USQ;

F. Centurion agrees to provide the above in accordance with the terms set out below.

OPERATIVE PROVISIONS

1. DEFINITIONS

The following words and phrases are defined for the purposes of this Agreement:

"Approved Instructional Staff" means employees of, or persons engaged by, Centurion in order to deliver Instructional Services and whom USQ has approved in writing to deliver Instructional Services on behalf of Centurion for the purposes of this Agreement;
“Census Date” means the last day in a USQ semester whereby an Enrolled Student can add/drop a Course without financial penalty;

“Centre(s)” means a physical site details of which are set out in Item Three of Schedule One where Centurion is authorised by USQ to deliver Services;

“Centurion Fees” means all fees and charges payable by an Enrolled Student to Centurion for the Services rendered or to be rendered in relation to an Enrolled Student concerning a Program or Course;

“Commencement Date” means the date the last of the parties signs this Agreement;

“Confidential Information” means all confidential information of whatever nature or description (whether in permanent form or not) that either party discloses to the other. Confidential Information is not confidential if it is (a) publicly available (b) rightfully known to the other party before disclosure or (c) independently created or developed without access to the other party’s confidential information.

“Course” means a unit of study in a Program;

“Course Learning Materials” means a USQ curriculum for a Course but not including text books or software;

“Educational Partner” means the entity and its named subsidiaries and affiliates (if any) set out in Item One of Schedule One. It delivers educational services in the Territory and does not imply any legal association with USQ beyond the terms of this Agreement.

“Enrolled Student” means a student whose enrolment in a Course has been accepted by USQ where that enrolment has been;
(a) Recruited as a result of the actions of Centurion under this Agreement, from within the Profile in the Territory at the time the application is lodged (as recorded on the application form); or
(b) Recruited by Centurion otherwise than in accordance with this Agreement but USQ has accepted the enrolment pursuant to this Agreement;

“Fee Due Date” means the date listed on the USQ website as the last date in each semester by which the USQ Fee for each Course must be paid by an Enrolled Student;

“GST” means any tax imposed on the supply of goods or services under an Australian Commonwealth or State law including without limitation a New Tax System (Goods and Services Tax) Act 1999 Cth and any similar tax in the Territory at either State or central government level.
"Intellectual Property" means all statutory and other proprietary rights in respect of copyright and neighbouring rights and all rights in relation to inventions, patents, plant variety rights, registered and unregistered trademarks, registered designs, confidential information, trade secrets and know-how, rights in relation to circuit layouts and all other Intellectual Property as defined in article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1967;

"Instructional Services" means the tuition set out in Item Three of Schedule Two;

"Marketing Material" is defined as any material, both print and electronic, that an international student may have access to prior to enrolment. This includes print and electronic advertising, print and electronic brochures, web pages and links, business cards, merchandising material, and signage;

"National Code" means the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students in force as of the date of this Agreement and as amended from time to time;

"Profile" means a range of prospective students of USQ who meet the qualifications for the Programs as determined from time to time by USQ. The Profile must not include Australian or New Zealand citizens or students possessing Permanent Residence in Australia under a ruling of the Department of Immigration and Multicultural Affairs. An Enrolled Student whose status changes to Australian or New Zealand citizen or who gains Permanent Residency during enrolment in a Course will not be deemed an Enrolled Student in the next semester for the purposes of this Agreement;

"Programs" mean those programs set out in Item One of Schedule Two;

"Quarter" means a period of 3 months or part thereof ending in 31 March, 30 June, 30 September or 31 December and Quarterly is the adjective thereof;

"Review Date" means April 1 of any calendar year, or where April 1 is not a business day, the first business day occurring after April 1;

"Services" means those responsibilities and services set out in Clause 6 to be performed by the Educational Partner;

"Territory" means the location or locations where Centurion is authorised under this Agreement to solicit student applications, details of which are set out in Item Two of Schedule One;

"Term" means a period of 5 years starting on the Commencement Date;
"USQ Fees" means the amount per Enrolled Student to be paid to USQ as set out in Item 1 of Schedule Three as established by USQ and varied from time to time in accordance with clause 14.

1.2 In this Agreement, unless the context indicates to the contrary:

(a) The expression person includes an individual, body corporate, a joint venture, trust, agency or other body.

(b) Words importing the singular include the plural (and vice versa) and words denoting a given gender include all other genders.

(c) Headings are for convenience only and shall not affect the interpretation of this Agreement.

(d) References to any document or agreement include references to the document or agreement as amended, notated, supplemented, varied or replaced from time to time.

(e) Reference to any legislation or to any provision of any legislation includes any modification or re-enactment of the legislation or any legislative provision substituted for, and all legislation and statutory instruments issued under the legislation.

(f) All schedules to this Agreement form part of this Agreement.

(g) All monetary amounts referred to in this Agreement shall be deemed to be in Australian currency.

2. APPOINTMENT AND CAPACITY

2.1 USQ appoints Centurion as its Educational Partner in the Territory to recruit prospective students from within the Profile for the Programs. This relationship is non-exclusive and nothing restricts either party from entering into similar relationships with other parties for similar or the same services.

2.2 Centurion must provide the Services in accordance with the terms of this Agreement.

2.3 Centurion must in all dealing with third parties disclose that it is acting as an Educational Partner of USQ.

2.4 This Agreement does not restrict USQ in relation to the acceptance of applications received from a student who intends to personally undertake a Program, or makes an application for enrolment other than in the Programs. Such students will not be deemed to be Enrolled Students for the purposes of this Agreement.

2.5 This Agreement relates to the appointment of Centurion within the Territory and nothing in this Agreement shall be construed or constitute an obligation on the part of USQ to establish any office in the Territory, to carry on business in the Territory in its own capacity or to have any USQ staff perform any services on behalf of USQ in the Territory. Centurion also does not make
available any physical space or facilities within India for the use of or by USQ or its staff.

2.6 Where Indian regulation requires approval by the Indian educational regulatory authorities, including the All-India Council for Technical Education (AICTE), and the Distance Education Council (DEC) or other such body as may be instituted by the Government of India in the future this Agreement shall not proceed until the approval process is complete.

3. CONTRACTUAL RELATIONSHIP WITH ENROLLED STUDENTS

3.1 Centurion acknowledges that each Enrolled Student is required to pay a USQ Fee for each Course that Enrolled Student undertakes at USQ in accordance with USQ's policies and procedures and Centurion must inform each prospective and Enrolled Student of USQ's Fee payment requirements.

3.2 Centurion shall inform all prospective students and Enrolled Students that payment of the USQ Fee shall be made in accordance with the details set out in Item 1 and Item 2 of Schedule Three.

3.3 For the services performed by Centurion for Enrolled Students, Centurion shall be entitled to charge the Enrolled Students a Centurion Fee, the amount of which shall be informed by Centurion to the Enrolled Student and which shall be a matter of separate contract between the Enrolled Student and Centurion.

3.4 Centurion shall inform all prospective students and Enrolled Students that sanctions will be placed on their UConnect access and their enrolment may be cancelled at USQ's discretion if USQ Fees are not paid in accordance with Item 2 of Schedule Three.

4. COMMENCEMENT AND PERIOD OF AGENCY

4.1 This Agreement commences on the Commencement Date and continues for the Term or until it is terminated in accordance with clause 16. The first USQ enrolment period under this Agreement commences in the semester listed in Item Four of Schedule One.

5. CONTRACT MANAGEMENT

5.1 The parties intend on a six monthly basis commencing on the Commencement Date, that meetings will be conducted (either in person or by means of telecommunication) by appropriate representatives of the parties, with a view to discussing any development, issues or problems which either may enhance or hinder the performance of this Agreement. An agenda will be produced by USQ and mutually agreed by the parties upon prior to any such meeting held under this clause.
6. EDUCATIONAL PARTNER'S SERVICES

6.1 Centurion must:

(a) seek applications from prospective students from within the Profile for the Programs;

(b) use its reasonable endeavours within the Territory to promote the Programs using Marketing Materials supplied or approved by USQ;

(c) provide all reasonable assistance to prospective students in completing applications for the Programs;

(d) reasonably ensure that all student applications are completed in accordance with USQ guidelines and instructions;

(e) forward all completed student applications with all supporting documentation to USQ by the most prompt means available;

(f) distribute to Enrolled Students the Course Learning Materials and other documentation provided to Centurion by USQ as soon as practicable on its receipt by Centurion;

(g) take delivery of completed assessment items from Enrolled Students and forward to USQ, that level of assignment as listed in the Item 3 of Schedule 2 for moderation by USQ;

(h) deliver to Enrolled Students marked assessment items which have been returned to Centurion by USQ;

(i) provide advice to Enrolled Students on academic matters of importance relating to the Programs;

(j) where required by USQ, in writing, provide the use of premises for and supervise Enrolled Students in USQ examinations;

(k) deliver support for the Programs as set out in Item Two of Schedule Two;

(l) where Instructional Services are required, provide the Approved Instructional Staff and face-to-face Instructional Services to Enrolled Students at the Centres in the manner set out in Item Three of Schedule Two;

(m) advise Enrolled Students who will be required to undertake a mandatory Residential School at USQ that it is the responsibility of those Enrolled Students to obtain a visa for entry into Australia to
undertake the Residential School together with health insurance for the duration of the visit, which insurance must be in place prior to departure;

(n) provide guidance to each prospective and Enrolled Student on the USQ Fee payment requirements, including Fee Due Dates, Census Dates and sanctions and cancellations placed on students for non-payment of USQ Fee as set out in clause 3 and Item 2.3 and 2.4 of Schedule Three;

(o) provide guidance to Enrolled Students on how to pay the USQ Fees using the USQ Website UConnect, Student Centre online payment option;

(p) where an Enrolled Student elects to pay the USQ Fee by the method listed in Item 2.1(b) of Item 2 of Schedule Three, collect, hold and remit the USQ Fees in the manner set out in Item 2.2 of Schedule Three;

(q) monitor outstanding USQ Fees each semester in the manner set out in Item 2.5 of Schedule Three and follow up those Enrolled Students who have not paid outstanding USQ Fees by advising those students of the sanctions (including enrolment cancellation) placed on an Enrolled Student with overdue debts in the manner set out in Item 2.3 of Schedule Three;

(r) use its reasonable endeavours to enhance the reputation of USQ as the provider of the Programs;

(s) maintain its own premises and facilities from which it conducts the Services in a business-like manner;

(t) communicate as soon as practicable, to USQ any information relevant to the supply of the Programs in the Territory;

(u) deal honourably and fairly with prospective students and Enrolled Students of USQ;

(v) communicate promptly to USQ any complaints made to Centurion concerning the Programs;

(w) maintain and provide to USQ sufficient data records regarding the Program and the Enrolled Students as requested from time to time to enable USQ to meet its statutory reporting obligations;

(x) provide Quarterly reports to USQ in the manner and form required by USQ concerning the volume, monetary amounts and services concerning inquiries and applications for the Programs received by Centurion during the applicable reporting period;
(y) comply with any reasonable directives or instructions given by USQ;

(z) advise USQ promptly of any conduct which compromises or may tend to compromise the integrity of the delivery of the Instructional Services to Enrolled Students; and

(a) monitor the conduct of its Instructional Staff or other staff who may have any responsibility for delivery of the Programs.

6.2 When providing the Services Centurion must not:

(a) represent itself as Educational Partner for USQ for any goods and services other than the Programs;

(b) make any false or misleading statement or representation to any third party about USQ, the Services performed or to be performed, the Programs or any other matter the subject of this Agreement; or

(c) incur any liability or assume any obligation on behalf of USQ without USQ’s prior written consent.

6.3 Nothing in this Agreement permits Centurion to make any representation that a prospective student will be accepted for enrolment by USQ and USQ reserves the sole right to make decisions as to whether any prospective student will be accept as an Enrolled Student. The arrangement between any Enrolled Student and USQ including the rights and obligations of an Enrolled Student is a matter of separate arrangement between USQ and the Student.

6.4 The liability for the payment of the USQ Fees is the responsibility of the Enrolled Students however if Centurion receives any such payments on behalf of an Enrolled Student as set out in Item 2.2 of Schedule 3, then it is Centurion’s responsibility to forward such payments to USQ in the manner set out in that Schedule.

7. USQ’S RESPONSIBILITIES

7.1 USQ will:

(a) provide support to Centurion as set out in Item Two of Schedule Two;

(b) provide Centurion (at no cost to Centurion) with adequate supplies of current Marketing Materials and other relevant materials relating to the Programs;

(c) provide Centurion with Course Learning Materials for distribution to Enrolled Students;
(d) process student applications forwarded by Centurion to USQ;

(e) provide prompt guidance and feedback to Centurion on the manner in which student applications should be completed;

(f) provide to Centurion such information and assistance where required to enable Centurion to meet its statutory reporting or disclosure obligations;

(g) provide Centurion with information to enable Centurion staff to monitor outstanding USQ Fees and

(h) provide Centurion with training materials to enable Centurion staff to assist Enrolled Students view their USQ invoices online and to make online payments.

8. OWNERSHIP OF PROPERTY AND INTELLECTUAL PROPERTY RIGHTS

8.1 Where Centurion is in possession of any material provided to Centurion by or on behalf of USQ for the purpose of this Agreement (including the Course Learning Materials), Centurion is in possession of such material only as the agent of USQ and must not deliver any such material to any person except as directed by USQ.

8.2 All Intellectual Property in any material provided by USQ to Centurion under this Agreement, including the Course Learning Materials, is the property of USQ.

8.3 Centurion warrants that it will not do anything which contravenes USQ’s Intellectual Property in the material referred to in clause 8.2.

8.4 Where Centurion provides Instructional Services for any Course, USQ grants to Centurion a non-exclusive licence to use the Intellectual Property Rights in the Course Learning Materials for the purpose only of delivery of the Instructional Services for the duration of that Course by the Approved Instructional Staff.

9. USE OF USQ NAME, LOGO AND OTHER TRADE IDENTIFICATION.

9.1 Centurion must not use the name “University of Southern Queensland”, the initials “USQ” or any similar name or trade identification or any logo or domain name of USQ in any manner or format whatsoever unless expressly provided for in the Schedule Four, or in accordance with an express agreement in writing with USQ.

10. APPLICATION OF LAWS AND USQ STATUTES, POLICIES
10.1 Centurion acknowledges that the applications of prospective students, and all relevant matters relating to Enrolled Students are subject to and governed by the *University of Southern Queensland Act 1998* (Qld) and other statutes, rules, policies and procedures of USQ, and that all matters relating to the interaction of the prospective or Enrolled Students with USQ will take place subject to, and in accordance with, these instruments as they exist from time to time.

10.2 No variations to approved USQ policies and procedures are permitted unless expressly provided for as a separate Item in Schedule One or by prior written agreement.

10.3 Centurion acknowledges that all personal information which Centurion obtains for the purposes of carrying out this Agreement from prospective or Enrolled Students will be dealt with in accordance with USQ policies [http://www.usq.edu.au/policy/calendar/part6](http://www.usq.edu.au/policy/calendar/part6).

11. COMPLIANCE

11.1 Without limiting either Clause 12 or Clause 16.3, Centurion agrees that where any Enrolled Student recruited by Centurion studies in an on-campus mode at USQ that the *Education Services for Overseas Students Act 2000* (Cth) (the “ESOS Act”) applies to an that Student. Centurion will fully indemnify USQ for any loss incurred by USQ caused by an act or omission of Centurion for which USQ is primarily liable as a registered provider of a course under the ESOS Act or the National Code made under s. 33 of the ESOS Act. Centurion acknowledges that it has read and understood the provisions of the ESOS Act and National Code, which can be accessed on [http://www.aei.gov.au/AEI/ESOS/default.htm](http://www.aei.gov.au/AEI/ESOS/default.htm). USQ shall keep Centurion informed of any material changes to the ESOS Act from time to time.

11.2 Centurion must ensure that all prospective and Enrolled Students are made aware of the provisions of the ESOS Act and the National Code.

11.3 Centurion agrees to provide USQ with such information from time to time as USQ requests for the purpose of compliance with any Australian Government Regulation, the ESOS Act or the National Code. This information shall include details, in Australian dollars, of all amounts charged to an Enrolled Student for a Course, including Centurion Fees and any other charges necessary for or associated with, the admission, enrolment and delivery of a Course.

11.4 For the purpose of ensuring the Educational Partner's compliance with the ESOS Act and the National Code, Centurion shall allow USQ reasonable access to all Educational Partner's records pertaining to Enrolled Students undertaking the Programs.

11.5 If USQ determines that any activities of Centurion are not in compliance with the ESOS Act or the National Code, then Centurion shall undertake such corrective action relating to its activities as required in writing by USQ.
12. EDUCATIONAL PARTNER TO KEEP ACCOUNTS

12.1 Centurion must maintain proper books of account in accordance with generally accepted accounting principles applicable in the country of residence of the Educational Partner. Centurion agrees to provide USQ on request with access to all the records, documents, books, working papers, registers, accounts and accounting records in the possession or under the control of Centurion relating to the Services, the Enrolled Students and the Programs.

13. PAYMENT OF USQ FEES.

13.1 USQ Fees payable by Enrolled Students to USQ shall be made in the manner set out in Clause 3 and Item 2 of Schedule Three.

13.2 Centurion shall inform Enrolled Students that those Students must pay all USQ Fees in accordance with Item 1 and Item 2 of Schedule Three and in accordance with the details set out Clause Three.

14. REVIEW OF USQ FEES.

14.1 USQ reserves the right to determine separate USQ Fees for various Courses.

14.2 USQ Fees will be reviewed and may be adjusted during the term of this Agreement on each Review Date.

14.3 USQ must give Centurion written notice of new or revised USQ Fees.

14.4 The Parties agree that despite anything else in this clause, for administrative convenience, where an adjustment to USQ Fees is determined under this clause, the minimum adjustment will be rounded up the nearest one (1) Australian Dollar.

15. TAXES AND DUTIES

15.1 The parties agree that all amounts payable under this Agreement are exclusive of any duties and taxes (including GST) and any withholding taxes.

15.2 Where in respect of any amount payable by Centurion or Enrolled Students under this Agreement, any taxes, including withholding or other similar taxes or other amounts are required to be deducted by any authority from that amount, then Centurion must pay to USQ an additional amount so that the total amount Centurion actually received by USQ is equal to the amount which would have been received but for the taxes or other amounts deducted or withheld. Centurion agrees to indemnify USQ for and against any amount, fine or liability that USQ incurs through the imposition or assessment of any taxes, including withholding tax, imposed by any Central or State
Government in India arising as a result of the relationship created under this Agreement. Any amounts payable under this indemnity must be paid within 30 days of the issue of a USQ invoice.

15.3 If GST or any Indian withholding or other similar taxes is applicable to any amount payable under this Agreement, the party making the taxable supply, must provide the recipient with a Tax Invoice, and pay to the supplier an additional amount on account of the GST payable in respect of the taxable supply within 14 days of receiving that tax invoice.

16. TERMINATION AND FORCE MAJEURE

16.1 Subject always to clause 16.2, 16.3 and 16.4, this Agreement may be terminated at any time and for any reason by either party giving to the other three calendar months' notice in writing. In such a case this Agreement terminates on the day the three months' notice expires.

16.2 USQ may terminate this Agreement at any time by giving notice in writing to Centurion with immediate effect on the happening of any of the following:

(a) *On breach* – if Centurion commits a breach of any of the terms of this Agreement;

(b) *On liquidation, bankruptcy etc* – if Centurion enters into liquidation whether compulsorily or voluntarily or enters into a deed of company arrangement or takes or suffers any similar action with respect to debt rearrangement; or if Centurion is a natural person or partnership, if Centurion becomes bankrupt or enters into any arrangement with creditors or take or suffer any similar action in consequence of debt;

(c) *On prevention of performance of duties* – if from any cause Centurion is prevented from performing its duties under this Agreement for a period of three consecutive months or for a total period of six months in any one period of twelve calendar months, and this suspension of duties has not been notified to and approved in writing by USQ;

(d) *On prejudicial conduct* – if Centurion is found to have engaged in any conduct which, in the opinion of USQ, is prejudicial to USQ's interests;

(e) *On outbreak of hostilities* – if any hostilities break out or are threatened which may affect trading conditions in the Territory; or

(f) *On cancellation, suspension or negation of government authority etc* – if, through any reason, a necessary permit, licence, authority or other permission (including, without limitation, the registration of any Course or Program) necessary for the delivery of the Programs in the Territory is
revoked, cancelled, suspended so as to prevent or make illegal the
provision of the Services; or

(g) Taxes - if USQ is notified or becomes aware that it is liable for the
payment or assessment of any Indian Government taxes whether at the
state, provincial or central level.

16.3 Notwithstanding clauses 16.1 and 16.2, neither party shall be liable for any
unforeseeable event beyond its reasonable control not caused by the fault or
negligence of such party, which causes such party to be unable to perform its
obligations under this Agreement, and which it has been unable to overcome
by the exercise of due diligence, including, but not limited to, flood, drought,
earthquake, storm, fire, pestilence, lightning and other natural catastrophes,
edemic, war, riot, civil disturbance or disobedience, strikes, labour disputes,
or failure, threat of failure, or sabotage. In the event of the occurrence of such
a force majeure event, the Party unable to perform shall promptly notify the
other Party. It shall further use its best efforts to resume performance as
quickly as possible and shall suspend performance only for such period of
time as is necessary as a result of the force majeure event.

16.4 Notwithstanding clauses 16.1, 16.2 and 16.3, on termination of this Agreement
both parties shall use their best endeavours to ensure that no Enrolled Student
undertaking any Course in the semester in which termination occurs is
disadvantaged, in that semester by the termination of the Agreement. Each
party shall use their best endeavours to ensure that each such Enrolled
Student is provided with support sufficient to enable the Enrolled Student to
complete the semester.

17. EDUCATIONAL PARTNER’S INDEMNITIES

17.1 Centurion agrees to indemnify USQ on a full indemnity basis for all direct and
consequential loss and damage and liabilities (each a “loss”), whether
monetary or capable of being converted into money, suffered by USQ as a
result of or caused by or contributed to by any act or omission of the
Educational Partner, its affiliates or subsidiaries in the performance of the
Services under this Agreement or for any breach of any term of this
Agreement.

17.2 Without limiting the indemnity under clause 17.1 this indemnity extends to
any loss that USQ may suffer:

(a) that is of a civil or criminal or penal nature;
(b) that involves increased expenditure or effort in supplying Programs to
   students;
(c) that is caused by or contributed to by any employee or any person under the direction of the Educational Partner; or

(d) as a result of any breach or default of Centurion in any term of this Agreement.

18. **USQ WARRANTY AND LIMITATION OF LIABILITY**

18.1 USQ warrants as at the Commencement date and at all other times during the term of this Agreement, that it is certified to provide tertiary education services in Australia and that it will maintain any such certification. USQ shall promptly inform Centurion of any occurrence which may affect its ability to be certified as a university or its ability to perform its obligations under this Agreement.

18.2 Except as provided in this Agreement, USQ makes no warranty express or implied, in respect of the provision of any materials including Course Learning Materials or the content of the Programs or any services to be supplied by USQ under this Agreement. If any warranty is implied into this agreement pursuant to any legislation (including the *Trade Practices Act 1974* (Cth)), and such legislation voids or prohibits a provision in a contract excluding or modifying the application of, or liability under, such condition or warranty, the condition or warranty shall be deemed to be included in this Agreement, but the liability of USQ for breach of that condition or warranty shall be limited (at the option of USQ) to either resupplying the service or materials, or paying the cost of resupplying the materials or services in respect of which the breach occurred, and otherwise is limited to the maximum extent permitted by law.

19. **EDUCATIONAL PARTNER'S WARRANTY**

19.1 Centurion warrants as at the Commencement Date and at all other times during the term of this Agreement, that it is registered to perform the Services in the Territory and that it will maintain any such registrations.

19.2 Centurion will promptly inform USQ of any occurrence which may affect its registration under clause 19.1 or its ability to perform the Services.

19.3 Centurion is responsible for and warrants the performance of all obligations under this Agreement undertaken by each of its affiliates and subsidiaries set out in Item One of Schedule One.

19.4 Centurion warrants that it will not deal with any material supplied by USQ under this Agreement, including text books, in any manner that would breach the Intellectual Property rights of the owner of that material.

20. **CONFIDENTIAL INFORMATION**
20.1 Neither party shall disclose any Confidential Information of the other party.

20.2 Confidential Information shall continue to be kept confidential for a period of five years from any termination or expiration of the term of this Agreement.

21. ASSIGNMENT AND SUB-CONTRACTING

21.1 Neither party shall assign any part of this Agreement without the prior written consent of the other party.

21.2 Centurion shall not sub-contract the performance of any of the Services without the prior written consent of USQ.

22. CHOICE OF LAW AND FORUM

22.1 This Agreement is governed by the law of the State of Queensland, Australia and the parties submit to the non-exclusive jurisdiction of the courts of Queensland.

23. COMPLIANCE WITH LAWS AND REGULATIONS

23.1 Centurion must at all times comply with all laws and regulations in force in the Territory as well as its own enabling legislation and internal rules.

24. VARIATION OF AGREEMENT

24.1 This Agreement may be varied only by written agreement of both parties. Neither this Agreement nor any of the terms or provisions hereof may be amended, modified, supplemented, changed, waived, discharged or terminated unless such amendment, modification, supplement, change, waiver, discharge or termination is in writing and signed by both the parties to this agreement.

25. SEVERANCE

25.1 If any part of this Agreement is found to be invalid or of no force or effect under any applicable laws or regulations of any government authority having jurisdiction, this Agreement shall be construed as though such part had not been inserted and the remainder of this Agreement shall retain its full force and effect.

26. WAIVER

26.1 Any failure by either party to enforce any of its rights or entitlements under this Agreement is not to be construed as a waiver of those rights and entitlements.
26.2. Any waiver by either party of any of its rights or entitlements under this Agreement must be in writing and signed by the party giving the waiver.

27. SURVIVAL OF OBLIGATIONS

27.1. Clauses 8.1, 8.2, 8.3, 9, 16.4, 17.1, 17.2, 20.1, 20.2, 22, 30.1, 30.2, 30.3, 30.4 and 32 will survive the termination or expiry of this Agreement.

28. RELATIONSHIP

28.1. The relationship between the parties is that of independent contractors and no employment, joint venture or legally binding partnership beyond the terms of this Agreement is implied or created by virtue of the signing of this Agreement.

28.2. Where Centurion is a partnership or an unincorporated entity, every obligation under this Agreement is assumed both jointly and severally by each member of the Educational Partner.

29. SERVICE OF NOTICES/CONTACT DETAILS

29.1. Any notice, approval, consent, request, demand or other communication to be given to or served upon a party shall be deemed to have been duly given or served if in writing signed for and on behalf of the party giving or serving the notice, and either delivered by hand or sent by facsimile or email (with an acknowledgment of receipt) or similar electronic device or prepaid post to each other party at their respective addresses, set out in Item Five of Schedule 1.

29.2. Where a party changes its address for the purposes of this Clause, it shall notify the other party of such change, but the change shall not take effect until the other party notifies the party changing its address that the notice has been received.

30. DISPUTE RESOLUTION

30.1. Unless a party has complied with Clauses 30.2 and 30.3, that party may not commence litigation or arbitration relating to any dispute arising from this Agreement (except where that party seeks urgent interlocutory relief). Where a party fails to comply with this requirement, the other party is released from the obligation to comply with this subclause before litigating or arbitrating that dispute.

30.2. Any party who claims that a dispute has arisen must give a written notice to the other party designating a person with authority to settle the dispute (the "designation notice"). The recipient of a designation notice must acknowledge receipt of the designation notice within three business days and nominate a representative with similar authority.
30.3 The representatives appointed under the preceding subclause must attempt to resolve the dispute 30 business days after the service of a designation notice.

30.4 If the dispute is not resolved within that time period or any mutually agreed extension of time, either party may refer the dispute to a court having jurisdiction under the terms of this Agreement.

31. COSTS

31.1 Each party is to bear its own costs associated with the preparation and performance of this Agreement unless otherwise expressly stated in this Agreement.

32. POST-TERMINATION OBLIGATIONS

On termination of this Agreement Centurion must:

(a) deliver up to USQ all materials provided to Centurion by USQ, or by any prospective or Enrolled Student;

(b) Centurion must cease using any Intellectual Property of USQ and Centurion must sign any instrument and do any other act to achieve this purpose; and

(c) Centurion must pay to USQ any USQ Fees which it may be holding on behalf of Enrolled Students and any other additional amounts which may be due and owing to USQ under the terms of this Agreement no later than two weeks from the termination date of this Agreement.

33. AUTHENTIC TEXT AND TRANSLATIONS

33.1 The authentic text of this Agreement is the English language version. Any translation of this contract prepared by or on behalf of either party for any purpose does not control the interpretation or construction of this Agreement.

33.2 Nothing in clause 33.1 is intended to oust any mandatory rule of law in the jurisdiction of India where a translation of this Agreement is required by any court, tribunal or competent authority for the purpose of legal proceedings or obtaining any approval, authority or permit from any competent authority. Centurion must pay the costs of obtaining any translation but if USQ pays this for any reason then USQ may recover this from Centurion as a liquidated debt or set-off this cost against any amount payable to Centurion.

34. AUTHORITY TO SIGN

34.1 The only person with authority to sign this document or any variation on behalf of USQ and to bind USQ is the Vice-Chancellor, or a person acting on
behalfof the Vice-Chancellor who provides a signed written authority to that
effect at the time such a person applies his/her signature to this Agreement.

34.2 If the Educational Partner is a body corporate, such as a corporation or
incorporated association, the Educational Partner warrants it has the authority
to enter into this agreement, and that its Constitution, Memorandum of
Association or Articles of Association, however described, is not and shall not
be, inconsistent with this Agreement.

35. ENTIRE AGREEMENT –

35.1 This Agreement constitutes the entire Agreement of the Parties and
memorializes all past and present written and oral agreements and
supersedes all prior agreements; and, no statements, promises, or
inducements made by either Party that are not contained in this Agreement
shall be valid or binding.

SIGNED on behalf of the
University of Southern Queensland

by W.J. LOVEGROVE

Title: VICE-CHANCELLOR

this 10th day of SEPTEMBER 2010

in the presence of:

..............................
(Signature of Witness) CHANCELLOR, USQ


SIGNED on behalf of The Centurion
University of Technology and Management

by PROF. MUKTI MISHRA

Title: CHAIRMAN

this 10th day of SEPT 2010

in the presence of

..............................
(Signature of Witness) CHANCELLOR, USQ
Schedule One: Educational Partner, Territory, Centres Enrolment Periods, Notices

Item One. The Educational Partner [clause 1.1]

The Centurion University of Management and Technology
Post Seethapur via Uppalada
Paralakhemundi - 761 211.
Gajapati, Orissa.

Item Two. The Territory [clause 1.1, clause 2.1]

India

Item Three. The Centres [clause 1.1]

Jagannath Institute for Technology and Management
Post Seethapur via Uppalada
Paralakhemundi - 761 211.
Gajapati, Orissa.

Centurion School of Rural Enterprise Management (CSREM)
P.O. Seethapur, Via Uppalada, besides Centurion Campus
Paralakhemundi - 761 211.
Gajapati, Orissa.

Centurion Institute of Technology
Plot No. 166 & 167, Ramchandrapur,
PO Jatani, Distt. Khurda-752 050 Orissa

Item Four. First USQ Enrolment Period and Semesters of Enrolment [clause 4.1, clause 10.2]

First Enrolment Period: Semester 1 2011 (PS Term Code 2350)
Semesters Available for Enrolment: Semester 1,.2 &.3

Item Five. Address for Notices [clause 29.1]

For USQ:

Chief Operating Officer
The University of Southern Queensland
Toowoomba Australia 4350
For Educational Partner:

Manager: Administration Services
Centurion Group of Institutes
The Centurion University of Technology and Management HIG - 5, Phase I, BDA Housing Duplex
PokhariPut,
Bhubaneswar - 751 020.
Orissa.
Schedule Two: Programs

Item One. The Programs [clause 1.1, clause 2.1]

Master of Engineering Science (MENS) – MEngSci

Master of Business Administration (MBAD) – MBA
Master of Information Systems and Master of Project Management (Combined Degree program) (MSPM) – MIS and MPM
Master of Information Systems Extended (MISX) – MinfoSysEx
Master of Project Management (MPRM) – MPM
Master of Project Management and Master of Business Administration (MBAP) – MPM and MBA
Master of Business Administration – International Business (MBAI) – MBA-IntlBus
Master of Professional Accounting (MPI2) – MPA
Master of Business Administration and Master of Professional Accounting (MBPA) – MBA and MPA

Item Two. Program Support

The following outlines the conditions under which Centurion agrees to offer the USQ Programs specified in Schedule Two of this Agreement. The following conditions applying to Courses and Programs offered through the Faculties of Arts, Business, Sciences, Education, Engineering and Surveying as well as EAP, Foundation Studies, ELICOS.

USQ Policy and Regulations

Centurion will:

- Employ the USQ academic calendar;
- Ensure that Enrolled Students comply with all USQ academic regulations including admission, academic progression, assessment, appeals.
- Ensure that USQ deadlines regarding admission, drop/add dates are followed.

USQ will:

- Ensure that Centurion has access to the USQ academic regulations and will provide further explanation where required;
- Inform Centurion of the semester dates for each as soon as they become available but not later than 31 August of the previous year;
- Inform Centurion of USQ “important deadline dates”.
Correspondence to Students

Centurion will:

- Ensure Enrolled Students receive correspondence from USQ as a matter of urgency after it is received at Centurion office.
- Ensure USQ has the correct address for corresponding with Centurion students.

USQ will:

- Ensure all student correspondence is addressed to the address as advised by the Educational Partner.

Online Enrolment

Centurion will:

- Co-ordinate the re-enrolment of continuing Enrolled Students each semester via the online process. Where the online process cannot be facilitated, Centurion will liaise with USQ to ensure that Enrolled Students are re-enrolled using an alternative process, prior to the commencement of each semester.
- Monitor reports provided by USQ during the re-enrolment period.

USQ will:

- Provide Centurion with procedures on the re-enrolment of continuing Enrolled Students each semester. Where the online process cannot be facilitated, USQ will ensure Centurion is provided with an alternative process to ensure that such Students are enrolled in a timely manner.
  Provide regular reports to Centurion during the re-enrolment period.

Study Materials and Textbooks/Software

Centurion will:

- Provide USQ, no later than eight weeks prior to the commencement of semester, with a list of the Courses that will be offered in the upcoming semester;
- Ensure that Enrolled Students are provided with the current edition of the Course Learning Materials. Course Learning Materials are current only for the semester of issue;
- Where Course Learning Materials are supplied to Centurion in electronic format Centurion will ensure these Materials are reproduced and distributed to Enrolled Students following the production guidelines provided by USQ.
- Be responsible for ensuring that Enrolled Students have access to required textbooks and other materials during the whole period of a semester;
USQ will:

- Provide Centurion with the Course Learning Materials in an electronic format, in line with current USQ production processes.

Student Assessment

Centurion will:

- Submit marked assignments to USQ as printed hardcopy unless otherwise advised by the faculty responsible for the course, or specified in Item 3 of this schedule;
- Submit marked examinations to USQ as printed hardcopy unless otherwise advised by the faculty responsible for the course, or specified in Item 3 of this schedule;
- Ensure that Enrolled Students will sit examinations at a designated USQ Examination Centre if one is established close by. If not Representative must provide USQ Course examinations premises without charge, provide USQ Course examination supervision without charge and provide USQ Course supervision for non-Representative USQ students without charge;
- Offer USQ examinations on the dates published in the USQ Examination Timetable;
- Where required to supervise examinations for non-representative USQ students the Representative will ensure the completed examination answer booklets with examination question sheets, should be lodged with a courier service within 1 working day of the examination date, for marking by USQ;
- Ensure assessment items in USQ courses are completed in English;

USQ will

- Where USQ requires, provide examinations and mark examinations for all USQ courses;
- Accept USQ assignments and USQ examinations in English;
- Issue the final marks and grades in USQ courses;

Student Support Services

Centurion will:

- Provide support services for Enrolled Students including but not restricted to:
  - Orientation Program for commencing students
  - Assistance in developing learning skills
  - Academic Support
  - Personal/counselling advice
- Ensure Enrolled Students are treated fairly and consistently and kept fully informed of its and USQ's policies in relation to right and responsibilities of such Students.
USQ will:

- Assist Centurion to meet these obligations if required.

System and Process Co-ordination

USQ and Centurion will work together to ensure all processes and all systems required to support the operation of the relationship are designed to maximise efficiency for both staff and students at both locations.

Graduation Notes

- USQ will issue Enrolled Students who graduate from USQ Programs with Centurion the same testamur as awarded to Australian students. Students studying EAP, Foundation Studies, ELICOS will be awarded the same certificate as awarded to USQ on-campus students who have successfully completed these Programs.

- Students studying award Programs are invited to attend a USQ Graduation Ceremony in any location hosting an official USQ Graduation Ceremony. Students studying EAP, Foundation Studies, ELICOS are not eligible to attend an official USQ Graduate Ceremony.

Item Three. Instructional Services. [clause 1.1, clauses 6.1((l)(m))]

CONDITIONS APPLYING TO COURSES OFFERED THROUGH THE FACULTY OF BUSINESS

The following outlines the conditions under which Centurion agrees to provide Instructional Services for the Faculty of Business USQ Programs specified in Schedule Two Item One of this Agreement.

Tutors/Teaching Staff

Centurion will:

- Provide on-site tutoring for all USQ courses of a minimum of the equivalent of two hours per week per Course.

Note: USQ reserves the right to screen teaching staff employed by Centurion to teach into USQ programs. Centurion will forward electronically (to email: cvfob@usq.edu.au) prior to the commencement of each semester, Curriculum Vitaes (including academic transcripts for qualification completed) of staff supporting USQ courses for USQ’s review. USQ also reserves the right to veto any teaching appointment it deems inappropriate to the USQ program. In each case USQ will inform Centurion of the reasons for this veto. Centurion can query this decision where evidence is available that the tutor/teacher involved is acceptable in the Educational Partner’s judgement.
• Centurion will appoint an academic co-ordinator to manage communication between the local teaching staff and the USQ examiners.

USQ Faculties whose programs are covered under this Agreement will:

• Provide guidelines to Centurion regarding acceptable qualifications of teaching staff

Centurion will:

Year 1
• Lodge a stratified sample of 30% of USQ assignments and examinations (min 5 - max 30) with a courier service, unless otherwise advised or nominated USQ assignment submission system, within 10 working days of each assignment due date or examination date, for moderation at USQ.

Year 2
• Lodge a stratified sample of 20% of USQ assignments and examinations (min 5 - max 30) with a courier service, unless otherwise advised or nominated USQ assignment submission system, within 10 working days of each assignment due date or examination date, for moderation at USQ.

Year 3 and subsequent years
• Lodge a stratified sample of 10% of USQ assignments and examinations (min 5 - max 30) with a courier service, unless otherwise advised or nominated USQ assignment submission system, within 10 working days of each assignment due date or examination date, for moderation at USQ.

• Not release any assignment or examination results to Enrolled Students until moderation has been completed by USQ;

Faculty of Business will:

Year 1
• Moderate a stratified sample of 30% of USQ assignments and examinations (min 5 - max 30). USQ reserves the right to moderate all assignments and examinations.

Year 2
• Moderate a stratified sample of 20% of USQ assignments and examinations (min 5 - max 30). USQ reserves the right to moderate all assignments and examinations.

Year 3 and subsequent years
• Moderate a stratified sample of 10% of USQ assignments and examinations (min 5 - max 30). USQ reserves the right to moderate all assignments and examinations.
• Provide the Representative Approved Instructional Staff with marking guidelines for assignments and examinations.
CONDITIONS APPLYING TO COURSES OFFERED THROUGH THE FACULTY OF ENGINEERING AND SURVEYING

The following outlines the conditions under which Centurion agrees to provide Instructional Services for the Faculty of Engineering and Surveying USQ Programs specified in Schedule Two Item One of this Agreement.

Tutors/Teaching Staff

**Centurion will:**

- Provide on-site tutoring for all USQ courses of a minimum of the equivalent of two hours per week per Course.

Note: USQ reserves the right to screen teaching staff employed by Centurion to teach into USQ programs. Centurion will forward electronically (to email: engsurv@usq.edu.au) prior to the commencement of each semester, Curriculum Vitaes (including academic transcripts for qualification completed) of staff supporting USQ courses for USQ’s review. USQ also reserves the right to veto any teaching appointment it deems inappropriate to the USQ program. In each case USQ will inform Centurion of the reasons for this veto. Centurion can query this decision where evidence is available that the tutor/teacher involved is acceptable in the Educational Partner’s judgement.

- Centurion will appoint an academic co-ordinator to manage communication between the local teaching staff and the USQ examiners.

**USQ Faculties whose programs are covered under this Agreement will:**

- Provide guidelines to Centurion regarding acceptable qualifications of teaching staff

**Centurion will:**

**Year 1**

- Lodge a stratified sample of 30% of USQ assignments and examinations (min 5 - max 30) with a courier service, unless otherwise advised or nominated USQ assignment submission system, within 10 working days of each assignment due date or examination date, for moderation at USQ.

**Year 2**

- Lodge a stratified sample of 20% of USQ assignments and examinations (min 5 - max 30) with a courier service, unless otherwise advised or nominated USQ assignment submission system, within 10 working days of each assignment due date or examination date, for moderation at USQ.

**Year 3 and subsequent years**

- Lodge a stratified sample of 10% of USQ assignments and examinations (min 5 - max 30) with a courier service, unless otherwise advised or nominated USQ assignment submission system, within 10 working days of each assignment due date or examination date, for moderation at USQ.
• Not release any assignment or examination results to Enrolled Students until moderation has been completed by USQ;

Faculty of Engineering and Surveying will:

**Year 1**
• Moderate a stratified sample of 30% of USQ assignments and examinations (min 5 - max 30). USQ reserves the right to moderate all assignments and examinations.

**Year 2**
• Moderate a stratified sample of 20% of USQ assignments and examinations (min 5 - max 30). USQ reserves the right to moderate all assignments and examinations.

**Year 3 and subsequent years**
• Moderate a stratified sample of 10% of USQ assignments and examinations (min 5 - max 30). USQ reserves the right to moderate all assignments and examinations.

• Provide the Representative Approved Instructional Staff with marking guidelines for assignments and examinations.

**NOTE:** Conditions may vary between USQ Faculties. In each case, Centurion will be notified of the variance by the USQ Faculty concerned.

Students enrolled in the Master of Engineering Science (MENS) will be required to attend 3 Residential School periods on campus at USQ Toowoomba.

Each Residential School will have a duration of one week and will be charged to students as per Schedule 3 Item 1. A maximum of 2 Residential Schools can be undertaken in consecutive weeks. Students will be responsible for travel, accommodation and other out of pocket expenses.

Centurion shall inform each Enrolled Student participating in a Residential School that it is the Enrolled Student’s responsibility to apply for a visa to enter Australia. USQ shall not be responsible for any failure to obtain a visa. Enrolled Students must inform USQ no later than 3 months before the start of a Residential School that the Student is in possession of a visa to enter Australia.

Each Enrolled Student participating in a Residential School must have travel/health insurance prior to departing from India and proof of such cover must be forwarded to USQ at the time evidence of the grant of a visa is provided.
Schedule Three: Fees

Item One. Course Recruitment Amounts (USQ Fees) [clause 1.1, clause 14]

USQ charges fees on a per unit per course basis. Terminology used includes:

Program: study required to complete a degree  
Course: one segment towards a program. For example, ACC1101 Accounting for Decision Making  
Unit: value of a course of study for academic progress and billing of fees

For example if an Enrolled Student studying a Program from the Faculty of Business selects, as part of that Program, a Course offered by the Faculty of Sciences (say MAT2500 Engineering Mathematics 3), then the Student will be charged the Faculty of Sciences Course fee for that Course.

The table below details the USQ Fees for courses offered by each Faculty for the following semesters/years:

**Semester 1, Semester 2 and Semester 3 2011:**

1. Courses offered by the Faculty of Business  
   Postgraduate Courses  AUD$550 per unit per course per Enrolled student

2. Courses offered by the Faculty of Engineering and Surveying  
   Postgraduate Courses  AUD$550 per unit per course per Enrolled student  
   Residential School  AUD$320 per week per Enrolled Student

3. Courses offered by the Faculty of Sciences  
   Undergraduate Courses  AUD$550 per unit per course per Enrolled student

**Semester 1, Semester 2 and Semester 3 2012:**

4. Courses offered by the Faculty of Business  
   Postgraduate Courses  AUD$575 per unit per course per Enrolled student

5. Courses offered by the Faculty of Engineering and Surveying  
   Postgraduate Courses  AUD$575 per unit per course per Enrolled student  
   Residential School  AUD$320 per week per Enrolled Student

6. Courses offered by the Faculty of Sciences  
   Undergraduate Courses  AUD$575 per unit per course per Enrolled student

**Semester 1, Semester 2 and Semester 3 2013:**

7. Courses offered by the Faculty of Business  
   Postgraduate Courses  AUD$600 per unit per course per Enrolled student
8. **Courses offered by the Faculty of Engineering and Surveying**
   Postgraduate Courses  AUD$600 per unit per course per Enrolled student
   Residential School   AUD$320 per week per Enrolled Student

9. **Courses offered by the Faculty of Sciences**
   Undergraduate Courses  AUD$600 per unit per course per Enrolled student

All Course fees payable to USQ are net of all taxes, including but not limited to Indian Withholding Tax and/or Indian Corporate Tax and/or Indian GST (refer clause 15.2 Taxes and Duties).

**Item Two. Arrangements for Payment of USQ FEES [clause 13]**

**Item 2.1**

**Enrolled Students must pay all USQ Fees by either of the following methods:**

(a) By way of online payment* via the USQ Website UConnect, Student Centre; or

*This is the preferred method of payment.

(b) By international bank draft made payable to the “University of Southern Queensland” in AUD, drawn on an international bank and funds cleared via the Australian banking industry.

**Item 2.2**

Where an Enrolled Student elects to pay by international bank draft, Centurion is authorised to collect, on behalf of USQ, all such bank drafts and shall forward same by courier to USQ. Centurion will ensure that each bank draft collected from each Enrolled Student, contains on the back of each draft, the name of the Enrolled Student, the Enrolled Student’s USQ Student Number and semester enrolment details. This information shall be collated by Centurion into a spreadsheet and on a weekly basis, prior to Census Date, forwarded by email to USQ. All international bank drafts collected from each student shall be dispatched to USQ by courier with the accompanying spreadsheet on a weekly basis. The courier dispatch shall be marked to the attention of:-

Director Financial Operations, University of Southern Queensland, Toowoomba Qld 4350 Australia.”

All bank drafts collected by Centurion must be dispatched by Centurion so that drafts for USQ Fees are received by USQ on or before Census Date.
Item 2.3

The due date for payment of USQ Fees in each semester is the Fee Due Date. Centurion will inform all Enrolled Students that if their USQ Fees are not paid by the Fee Due Date that sanctions will be placed on each such Enrolled Student's UConnect access. Such sanctions will not be removed until the outstanding USQ Fees are paid. Centurion will inform Enrolled Students that if USQ Fees are not paid in full by the USQ Census Date in each semester then enrolment for those Students, in that semester, will be cancelled for non-payment of USQ Fees.

Where an Enrolled Student has outstanding USQ Fees from a prior semester that Student will not be enrolled into a future semester or be eligible to graduate.

For detailed information on USQ's Credit Control and Debt Management Policy refer to https://www.usq.edu.au/~media/USQ/Finance/Policies/fmpmpr23pdf.ashx

Item 2.4

Due Dates and Census Dates are available on the USQ Website.

Item 2.5

Outstanding USQ Fees

USQ will provide Centurion with information to enable Centurion staff to monitor outstanding USQ Fees, to enable them to follow up Enrolled Students with outstanding amounts by advising those Students regarding the sanctions (including enrolment cancellation) placed on an Enrolled Student with overdue debts in accordance with Item 2.3 above.

Centurion centre staff can access this information online via UConnect, (using their partnership log-on) and navigating to Login>Self Service>View My Advisees>usq fees "tab".
Schedule Four: Permitted Uses of Trade Identification and USQ Name. [clause 8.1]

USQ permits the use of: “USQ” and “University of Southern Queensland” and the approved USQ logo (589970 Class 35, 589972 Class 16) in the Territory as provided by USQ, for the purpose of distribution of USQ approved Course Learning Materials to Enrolled Students and any promotional materials supplied or approved by USQ.
Schedule Five: Marketing [clause 6.1, 6.2, clause 9, clause 11]

1. Marketing Material

Personal business cards for Centurion depicting any imagery of USQ are not permitted. If a USQ business card is required, a request must be submitted to USQ. If approved USQ will produce the cards at the University.

**Approval Process**

Centurion must obtain USQ approval in writing prior to publishing any Marketing Material. This includes any material (electronic or hard copy) including reprints using any of the following:

- The name of the University of Southern Queensland
- The USQ logo
- USQ awards
- USQ imagery

A USQ Marketing Materials Request form should accompany each request for approval. Forms can be downloaded from [www.usq.edu.au/international](http://www.usq.edu.au/international)

Draft materials adhering to ESOS guidelines and USQ Corporate Style guidelines should be emailed to iomarketing@usq.edu.au. If unable to email, fax draft materials to: +61 7 46312211.

USQ International will expedite the required amendments and/or provide written approval to proceed.

A final copy of all published Marketing Materials should be forwarded to the USQ Manager, International Marketing Collateral.

2. Protocol for offshore activities

Centurion must adhere to the following protocol when conducting USQ specific offshore marketing activity:

- **USQ approval in writing must be obtained prior to booking or representing USQ at any exhibition or interview program activity.**
- **USQ does not permit Centurion to pursue new partnering arrangements or business opportunities with universities, institutions, companies, or government bodies on USQ’s behalf without express prior written permission.**
behalf of the Vice-Chancellor who provides a signed written authority to that
effect at the time such a person applies his/her signature to this Agreement.

34.2 If the Educational Partner is a body corporate, such as a corporation or
incorporated association, the Educational Partner warrants it has the authority
to enter into this agreement, and that its Constitution, Memorandum of
Association or Articles of Association, however described, is not and shall not
be, inconsistent with this Agreement.

35. ENTIRE AGREEMENT –

35.1 This Agreement constitutes the entire Agreement of the Parties and
memorializes all past and present written and oral agreements and
supersedes all prior agreements; and, no statements, promises, or
inducements made by either Party that are not contained in this Agreement
shall be valid or binding.

SIGNED on behalf of the
University of Southern Queensland

by W. J. LOVEGROVE
Title: VICE-CHANCELLOR
this 18th day of SEPTEMBER 2010

in the presence of:

..........................
(Signature of Witness)

Vice-Chancellor and President

SIGNED on behalf of The Centurion
University of Technology and Management

by Prof. MUKTI MISRA
Title: CHAIRMAN
this 10th day of SEPT 2010

in the presence of:

..........................
(Signature of Witness)

(Signature of Educational Partner)

Education Partner Agreement