

STUDENT ARTICULATION PRINCIPAL AGREEMENT

BETWEEN

CURTIN UNIVERSITY OF TECHNOLOGY

AND

UNIVERSITAS SAM RATULANGI

STUDENT ARTICULATION PRINCIPAL AGREEMENT

BETWEEN

CURTIN UNIVERSITY OF TECHNOLOGY ('Curtin'), a body corporate established under the Curtin University of Technology Act 1966, and situated at Kent Street, Bentley, Western Australia

AND

UNIVERSITAS SAM RATULANGI ('UNSRAT'), a state university established under the President of Indonesia Decree 1965, and situated at Kampus UNSRAT Bahu Manado, North Sulawesi.

BACKGROUND

- A. Overseas Institutions seeking assurances from Curtin regarding Recognition of Prior Learning (RPL) for students articulating from their courses into Curtin degree programs must be covered by an Articulation (Credit Transfer) Agreement.
- B. Students who successfully complete the UNSRAT study program specified in the Articulation Schedule, who meet Australian Department of Immigration visa requirements, and who meet Curtin's English requirements for their selected Degree program, will be considered for entry to Curtin's Degree programs under the terms specified in the Articulation Schedule/s.
- C. Curtin has agreed to accept Articulation Students from UNSRAT to enrol in Curtin Degree programs with RPL, at the Bentley campus, in accordance with the terms and conditions of this Agreement and the Articulation Schedule.

AGREEMENT

1. DEFINITIONS

1.1 In this Agreement:

'Articulation Students' means students of UNSRAT who have successfully completed the academic requirements specified in the Articulation Schedule, who hold an Australian student visa, and who have received a Letter of Offer to enrol in a Curtin Degree program at Curtin's Bentley campus with RPL as specified in the Articulation Schedule.

'Curtin Degree program/s' means the full time registered courses specified in the Articulation Schedule, which are offered by Curtin and registered on the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS).

'CRICOS' means the Commonwealth Register of Institutions and Courses for Overseas Students.

'Prospective Student' means a person (whether within or outside Australia) who intends to become, or who has taken any steps towards becoming, an 'overseas student' in Australia, as defined by Section 5 of the *Education Services for Overseas Students Act 2000 (Cth)* (access via <http://www.comlaw.gov.au/>).

2. PRINCIPAL AGREEMENT AND ARTICULATION SCHEDULES

- 2.1 The parties agree that the terms and conditions of this Student Articulation Principal Agreement ("Principal Agreement") will apply to each Curtin Degree program that is articulated between the parties. Every time an additional Curtin Degree program is agreed to be articulated between the parties, a Schedule for that Curtin Degree program will be created on the terms and conditions set out in this Student Articulation Principal Agreement ("Articulation Schedule"), effective from the date that the authorised representative of each party signs the Articulation Schedule.
- 2.2 Each Articulation Schedule shall constitute a separate binding Articulation Agreement between the parties and the terms and conditions of the Student Articulation Principal Agreement shall be deemed to be incorporated in and apply to the Articulation Schedule. The waiver or exercise of any right or remedy under one Articulation Schedule will not affect any other Articulation Schedule.
- 2.3 Each Articulation Schedule will include the following information:
1. Partner program and contact details.
 2. Curtin program and contact details.
 3. Articulation standard required for credit transfer to Curtin.
 4. Quality Review procedures.
 5. Special Conditions.

3. TERM OF THE PRINCIPAL AGREEMENT

The term of this Principal Agreement is 5 years, from the date on which the second party signs the Principal Agreement. At the expiration of the initial term, the parties may renew the Principal Agreement by exchange of letters, subject to the same conditions or such variations as the parties may agree in writing.

4. RESPONSIBILITIES OF UNSRAT

UNSRAT Agrees to:

- 4.1 Promote the arrangement in an ethical, honest and responsible manner and not provide false or misleading information regarding the articulation arrangement, Curtin courses or UNSRAT's relationship with Curtin.
- 4.2 Ensure that any promotional and marketing activities that are connected to or make reference to Curtin or Curtin programs are expressly authorised by Curtin.
- 4.3 Refer all queries regarding Curtin University's admission requirements, application procedures and/ or English requirements to Curtin University International Admissions website <http://international.Curtin.edu.au/> or to a registered Curtin agent (list available at the above web address).
- 4.4 Refer all queries regarding Australian student visa requirements to the Australian Department of Immigration and Citizenship, contact details for which are available at: <http://www.immi.gov.au/students/index.htm>

- 4.5 Inform Curtin of any actual or planned changes to their respective program curricula that might impact on the articulation arrangements. If the changes are deemed significant, the articulation arrangements may be suspended until they are reviewed and new arrangements are negotiated.
- 4.6 Acknowledge and at all times act to support Curtin's obligations under Standard 1 of the *Education Services for Overseas Students Act 2000 (Cth) National Code of Practice 2007* by displaying the Curtin main CRICOS Code 00301J on all publications and websites where there is reference to Curtin and its courses, as outlined in Schedule 1 to the Principal Agreement.

5. CURTIN'S RESPONSIBILITIES

Curtin agrees to:

- 5.1 Duly process all completed applications received from Prospective Students and issue a Letter of Offer, subject to availability of places, to students who have completed an UNSRAT program specified in the Articulation Schedule and who meet Curtin's minimum English language requirements.
- 5.2 Award a Curtin Degree to students who successfully complete all the requirements of the Degree Program as specified in the Articulation Schedule.
- 5.3 Abide by any other undertakings as specified in the relevant Articulation Schedule for each Degree program.
- 5.4 Inform UNSRAT of any actual or planned changes to their respective Degree Program curricula that might impact on the articulation arrangements. If the changes are deemed significant, the articulation arrangements may be suspended until they are reviewed and new arrangements are negotiated. Failure to inform UNSRAT of any changes will constitute a breach of this agreement.
- 5.5 Seek authorisation from UNSRAT before undertaking any advertising or promotional activity about UNSRAT programs, or about UNSRAT.
- 5.6 Without limiting Curtin's right at all times to refuse entry to any student applying to undertake a Curtin degree program under this agreement, Curtin will not unreasonably refuse Prospective Students who meet all of the necessary requirements for entry into a Curtin Degree program as outlined in the Schedule.

6. PROCESS OF REVIEW

- 6.1 Curtin and UNSRAT will review the success of arrangements conducted under this Principal Agreement and the Articulation Schedules every two years or as required. The review will address the following matters:
 - (a) UNSRAT course changes;
 - (b) Curtin course changes;
 - (c) Comparative student academic performance in the Curtin course; and
 - (d) Other factors determined relevant by the Parties responsible for managing the Agreement.
- 6.2 If, during the review process, issues of concern that affect the performance of the articulation agreement are identified, Curtin and UNSRAT will inform each other in

writing of their concerns, and the party responsible for the issues of concern will be required to rectify those issues to the satisfaction of the other party. Either party can terminate this Agreement in accordance with Clause 7 where the other party fails to adequately rectify issues of concern, either by remedial action or within what is considered a reasonable period of time.

7. TERMINATING THIS AGREEMENT

- 7.1 Curtin and UNSRAT can terminate this Principal Agreement or one or all of the Articulation Schedules at any time by mutual written agreement.
- 7.2 A party ("the non-defaulting party") can terminate this Principal Agreement or Articulation Schedules forthwith by giving written notice to the other party ("the defaulting party") if the defaulting party breaches any term or condition of this Principal Agreement or of the Articulation Schedules and such breach is not remedied within fourteen (14) days of receipt of written notice from the non-defaulting party to remedy such breach.
- 7.3 Upon termination of this Principal Agreement or Articulation Schedule at any time, UNSRAT will promptly return to Curtin or otherwise dispose of as Curtin may instruct, all manifestations of the Curtin confidential information in whatever media they may exist and all other materials relating to Curtin intellectual property, which UNSRAT may have in its possession or under its control. UNSRAT must immediately cease to use any advertising, promotional or other material supplied by Curtin and return all such material to Curtin.
- 7.4 The termination of this Principal Agreement or related Articulation Schedules by either party does not affect any accrued rights or remedies of either party.

8. RELATIONSHIP BETWEEN CURTIN AND UNSRAT

- 8.1 The Principal Agreement cannot be construed as constituting an agency, association, joint venture, or partnership of any kind between the parties, nor to confer upon either party the right to sign or complete any instrument or to pledge credit on behalf of the other party.
- 8.2 Neither party shall act as an agent of the other party, or make any suggestion or implication that such an agency exists.
- 8.3 Neither party will hold itself out as representing the other party in any way whatsoever, in any matter connected to or arising from this Principal Agreement.
- 8.4 Each party enters into this Principal Agreement as an independent contractor.

9. REPRESENTATIVES OF THE PARTIES TO THE AGREEMENT

The representatives of each party for the purposes of this Principal Agreement are set out in the Articulation Schedule.

10. NOTICES

- 10.1 A notice under this Principal Agreement must be in writing and sent by prepaid airmail, facsimile, or electronic mail to the party at the address specified the Articulation Schedule, or such revised address notified in accordance with Clause 10.2.
- 10.2 A party that changes its address, facsimile number or electronic mail address must give notice of that change to the other party within a commercially practical timeframe.

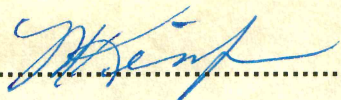
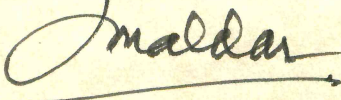
11. VARIATION

This Principal Agreement and the Articulation Schedules may only be altered in writing. Any variations must be signed and dated by both parties in order for them to be effective.

12. SIGNATURES

Signed for and on behalf of
UNIVERSITAS SAM RATULANGI

Signed for and on behalf of
CURTIN UNIVERSITY OF TECHNOLOGY



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Prof. Dr. Donald A. Rumokoy, SH., MH.
Rector

W
Vice-Chancellor

Date: 14/4-10

Date: 7/4/10

**SCHEDULE 1 TO STUDENT ARTICULATION PRINCIPAL AGREEMENT: Extract from
Education Services for Overseas Students Act 2000 (Cth) - National Code of Practice
2007**

Part D – Standards for Registered Providers

Standard 1 – Marketing information and practices

Registered providers ensure that marketing of their education and training services is professional, accurate and maintains the integrity and reputation of the industry.

- 1.1 The registered provider must ensure the marketing of its education and training services is undertaken in a professional manner and maintains the integrity and reputation of the industry and registered providers.
- 1.2 The registered provider must:
 - a. clearly identify the registered provider's name and CRICOS number in written marketing and other material for students, including electronic form, and
 - b. not give false or misleading information or advice in relation to:
 - i. claims of association between providers
 - ii. the employment outcomes associated with a course
 - iii. automatic acceptance into another course
 - iv. possible migration outcomes, or
 - v. any other claims relating to the registered provider, its course or outcomes associated with the course.
- 1.3 The registered provider must not actively recruit a student where this clearly conflicts with its obligations under Standard 7 (Transfer between registered providers).

**SCHEDULE 2 TO STUDENT ARTICULATION PRINCIPAL AGREEMENT: Articulation
Schedule, Master of Science (Aquaculture)**

2.1 ADDRESSES FOR NOTICES

Curtin University of Technology

Attention: Mr Nigel de Silva
Address: Curtin University of Technology
International Office
Building 100
Kent Street
Bentley 6102
Western Australia

Mailing address: GPO Box S1512
Perth 6845
Western Australia
Phone number: +61 8 9266 4426
Facsimile number: +61 8 9266 3960
Email: n.desilva@curtin.edu.au

Universitas Sam Ratulangi

Attention: Prof. Dr. David A. Kaligis, DEA.
Address: Collaboration Affair
Kantor Pusat UNSRAT
Jl. Kampus, Bahu
Manado 95115, Sulawesi Utara
Indonesia

Mailing address: As Above
Phone number: +62 431 863886
Facsimile number: +62 431 822568
Email: david_a_kaligis@yahoo.com

2.2 OFFICERS RESPONSIBLE FOR THIS ARTICULATION AGREEMENT

Curtin University of Technology

Name: Associate Professor Ravi Fotedar
Faculty: Department of Environmental and Aquatic Science
Address: Building 610, Kent Street, Bentley WA 6102
Phone: +61 8 9266 4508
Facsimile: +61 8 9266 4422
Email: r.fotedar@curtin.edu.au

Universitas Sam Ratulangi

Name: Prof. Dr. Inneke F.M. Rumengan
Position: Vice Dean for Collaboration Affair
Faculty: Fisheries and Marine Science
Address: Jl. Kampus UNSRAT, Bahu, Manado 95115, Indonesia
Phone: +62 431 868027
Facsimile: +62 431 868027
Email: innekeru@indosat.net.id

2.3 UNIVERSITAS SAM RATULANGI PROGRAMS FROM WHICH STUDENTS WILL ARTICULATE

Master Aquaculture Study program

2.4 CURTIN MASTER PROGRAM TO WHICH STUDENTS WILL ARTICULATE

2.4(a) Matriculation Entry Requirements

Table 2.4a

| Curtin Master of Science (Aquaculture) program |
|---|
| Applicants who are enrolled at Universitas Sam Ratulangi in a Master Aquaculture Study program will be deemed eligible for entry to a CURTIN Master of Science (Aquaculture) program based on successful completion of Year 1 of the Universitas Sam Ratulangi Master Aquaculture Study program, plus demonstration of English competency as specified in Table 2.4b. |

2.4(b) English Language Entry Requirements (Postgraduate)*

Table 2.4b

| | |
|---|------|
| IELTS (International English Language Test System) | |
| Writing and Speaking | 6.0 |
| Reading and Listening | 6.0 |
| Overall | 6.5* |

**NOTE: The minimum IELTS Overall Band score required for an Australian visa subclass 573 (Higher Education), assessment level 3 or 4 in 2010 is 6.0, however Articulation Students are responsible for meeting Australia Department of Immigration English Language requirements for visa entry to Australia, which may, from time to time, be different to the level of English Language proficiency required for entry to a Curtin degree program as specified in Table 2.4b.*

2.4(c) Curtin Master of Science (Aquaculture) Program Outline

Table 2.4c

| Year 1 (Universitas Sam Ratulangi) | | | |
|---|--|--|-----------------------|
| Year 1 | Equivalent Curtin Unit | Universitas Sam Ratulangi Unit | Curtin Credits |
| Exempt* | Biochemistry and Physiology of Aquatic Animals 501 | MAQ 1101 Physiology of Aquatic Organisms | 25 |
| Exempt* | Aquaculture Technology 601 | MAQ 1102 Aquaculture Engineering | 25 |
| Exempt* | 305368 Aquaculture Nutrition 501 | MAQ 1103 Nutrition of Aquatic Organisms | 25 |
| Exempt* | 305318 Aquatic Environmental Management 501 | MAQ 1104 Management of Aquaculture Environment | 25 |

| | | | |
|--|--|---|-----------------------|
| Exempt* | Health Management of Aquatic Animals 502 | MAQ 1105 Health Management in Aquaculture | 25 |
| Exempt* | Shellfish Aquaculture 502 | MAQ 1201 Culture of Algae; MAQ 1203 Crustacean Culture and MAQ 1204 Molluscan Culture | 25 |
| Exempt* | 305352 Finfish Aquaculture 501 | MAQ 1202 Finfish Culture | 25 |
| Exempt* | 8714 Project Design 593 | MAQ 1205 – Experimental design/ Data Analysis | 25 |
| Year 2 (Curtin University of Technology) | | | |
| Year 2 | Curtin Unit | Equivalent Universitas Sam Ratulangi Unit | Curtin Credits |
| Bentley | Sustainable Fisheries and Aquaculture 502 | | 25 |
| Bentley | Seafood Technology 502 | | 25 |
| Any two units from the following 4 optional units | | | |
| Bentley | Quantitative Biology 501 | | 50 |
| Bentley | Genetics and Stock Improvement 501 | | |
| Bentley | Project Design 593 | | |
| Bentley | Aquatic Science Study Tour 500 | | |
| Project | | | |
| Bentley | 309870 Aquatic Research Project 601 or 309843 Aquatic Research Project 602 | | 100 |

2.5 ARTICULATION STANDARD REQUIRED FOR CREDIT TRANSFER TO CURTIN

Articulation Students who have successfully completed Year 1 of the Universitas Sam Ratulangi Master Aquaculture Study Program will receive Recognition of Prior Learning ('RPL') equivalent to Year 1/200 credits of the Master of Science (Aquaculture) program.

2.6 QUALITY REVIEW PROCEDURES

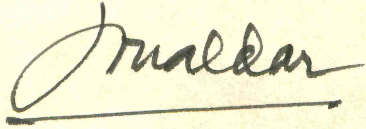
As per Clause 6 of the Principal Agreement. This program will be reviewed annually with regard to student performance.

2.7 SIGNATURES

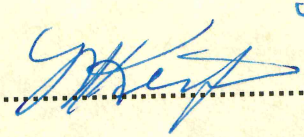
EXECUTED as an Agreement pursuant to the Student Articulation Principal Agreement between Curtin University of Technology and Universitas Sam Ratulangi dated

Signed for and on behalf of
UNIVERSITAS SAM RATULANGI

Signed for and on behalf of
CURTIN UNIVERSITY OF TECHNOLOGY


.....
Prof. Dr. Donald A. Rumokoy, SH., MH.
Rector

Date: 14/4-10


.....
Vice-Chancellor

Date: 7/4/10