AGREEMENT

BETWEEN

FLINDERS UNIVERSITY, AUSTRALIA

AND

THE NATIONAL SECRETARIAT OF HIGHER EDUCATION, SCIENCE, TECHNOLOGY AND INNOVATION OF ECUADOR, ECUADOR

FOR SPONSORED STUDENTS

May 2011
SPONSORED STUDENTS AGREEMENT

PARTIES

1 FLINDERS UNIVERSITY, a body corporate established pursuant to the provisions of The Flinders University of South Australia Act 1966, of Sturt Road Bedford Park, Adelaide, South Australia 5042, CRICOS provider no. 00114A, ABN 655 425 98200 ("the University"); legally represented by Professor Dean Forbes, Deputy Vice Chancellor International and Communities and

2 THE NATIONAL SECRETARIAT OF HIGHER EDUCATION, SCIENCE, TECHNOLOGY AND INNOVATION OF ECUADOR - SENESCYT, (Whymper E7 – 37 y Alpallana, Quito, Ecuador, South America) which is the governing body that regulates the public policy of the Ecuadorian Higher Education, Science, Technology and Innovation, legally represented by Dr. Manuel Baldeón PhD. who delegates the signature of the present Agreement to Dr. Marco Fornasini Salvador, General Secretary of Science, Technology and Innovation.

RECITALS

1. The University is a distinguished research-intensive university in South Australia established in 1966 which offers high quality research, postgraduate and undergraduate degree programs with a range of educational and research activities.

2. SENESCYT has responsibility for upgrading the skills and academic qualifications of its citizens.

3. Both parties wish to cooperate to their mutual benefit by arrangements to enrol Scholarship students sponsored by SENESCYT, in the following programs at the University;
   i. PhD programs of four (4) years duration
   ii. Masters by research programs of two (2) years duration
   iii. Masters by coursework programs of two (2) years duration
   iv. Undergraduate courses of between three and four (3 & 4) years duration

4. The parties now wish to record the terms of their cooperation.

1 Commencement and Extension of this Agreement

1.1 This Agreement will come into effect upon being signed by both parties, and, unless terminated, expires on 31 December 2016.

1.2 No later than the 1st July 2016, each party must advise the other party in writing whether or not it wishes to extend this Agreement. The parties may then extend
this Agreement for a mutually agreed period. Any such extension may include variations to this Agreement.

2. Admission and Enrolment

2.1 Intakes

There will be two intakes of students each year, with students commencing their program in February and July.

2.2 Admission Requirements

(a) Applicants for programs are required to:

(i) have been chosen for a scholarship by SENESCYT;

(ii) meet the academic requirements of the program in which admission is sought;

(iii) meet the University’s published English language proficiency requirement;

(iv) be over 18 years of age as of the 1st of February of that year if seeking a semester 1 commencement at the University or over 18 years of age as of the 1st July of that year if seeking a semester 2 commencement at the University.

(b) The admission requirements may change from time to time, at the absolute discretion of the University.

2.3 Admission Procedures

(a) SENESCYT will nominate for admission to the University persons whom it believes meet the University’s admission requirements set out in clause 2.2. Each nomination will be accompanied by a completed University admission application form. SENESCYT will ensure that all application forms are properly completed, including attachment of certified copies of qualifications and academic transcripts as advised by the International Office. SENESCYT will email or fax these application forms and attachments to the University’s International Office.

(b) SENESCYT may submit nominations progressively or all at one time. Nominations should, wherever possible, be submitted to the University by the following dates, to allow sufficient time for processing of admission and visas and travel arrangements:

- Students commencing studies in semester 1 (February): 1st of October of the previous year
- Students commencing studies in semester 2 (July): 1st March of the desired year of enrolment

(c) The University's International Office will provide SENESCYT with one of the following responses to each application for admission:

- an Offer of Admission, or
• a conditional Offer of Admission, or
• a rejection of the application, with an accompanying explanation.

(d) SENESCYT will forward the letters of Offer of Admission and other accompanying materials to the students. The University requires students to commence studies at least two weeks prior to the start of semester in February or July so they can take full advantage of the benefits of participation in the Orientation and Induction Programs provided to incoming students in Adelaide.

(e) Officers in the University's International Office will provide students with an electronic Confirmation of Enrolment to facilitate the timely issue of student visas by the Australian Government. This can be provided only after the International Office receives the student's sponsorship letter, Acceptance Form, evidence of meeting any conditions of offer, and a copy of the personal details page of the student's passport. It is the student's responsibility to obtain the visa necessary to study at the University, and to meet all visa costs.

(f) The International Student Services Unit will provide on arrival assistance (including with arranging temporary accommodation if required), orientation and ongoing support services to students throughout the period of enrolment. The students will be able to access the full range of student support services available at the University.

(g) All students will be subject to the requirements of the Education Services for Overseas Students Act 2000 (ESOS Act), the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students (The National Code), and the University's policies and procedures.

3 Student Academic Progress

3.1 Subject to clause 3.4, after the end of each semester the University will provide SENESCYT with the academic results for that semester of all students sponsored by SENESCYT.

3.2 Subject to clause 3.4, if SENESCYT seeks information from the University about student progress at any other time, any such requests should be addressed in writing to the International Student Services Unit.

3.3 Subject to clause 3.4, the University will advise SENESCYT and the Australian Embassy of Ecuador if it is informed that one of its sponsored students dies, is placed in detention by the Australian Department of Immigration and Citizenship or under the Mental Health Act, or is critically injured to the extent that the student is unlikely to be able to complete the program in the normal duration. The University will work in collaboration with SENESCYT to resolve any matters arising from these circumstances, but will not outlay funds without prior confirmation from "name" that it will meet these costs.

3.4 SENESCYT shall obtain the written consent of its students for the University to release the above personal information, so that the University can comply with
South Australian privacy legislation and University policy. SENESCYT will supply the International Office with a copy of that signed consent.

3.6 Students will be awarded the relevant degree of the University, after they have successfully completed all courses and all other requirements and obligations for graduation from the University.

4 Tuition Fees

4.1 Tuition fees vary between programs, and may change each year. Each February the University will publish its schedule of fees for the following year in the annual University International Prospectus.

4.2 Each semester students will be liable for tuition fees based on their enrolment load at the time of the census date for that semester (31 March for first semester courses, 31 August for second semester courses). The tuition fee to be charged for each student will vary from the published standard fee if:

(a) the courses taken by the student include one or more courses from another discipline of study which are charged at a different rate; or
(b) the student enrolls in more or less than the standard full-time load (18 units) in a semester.

4.3 If a student does not complete the program within the normal duration, tuition fees will continue to be payable for each following semester until the program is completed.

4.4 All SENESCYT students will be responsible for the payment of their tuition fees for the full duration of the program and/or their enrolment at the University.

4.5 If any refund of tuition fees is due in accordance with the University published Refund Policy, this amount will be credited towards fees due for the following semester or, if requested by SENESCYT, refunded to SENESCYT. If a student's scholarship or student visa is cancelled, the University will refund to SENESCYT any refund which may be due in accordance with the University published Refund Policy.

5 All Charges and Expenses

5.1 Tuition Fees

(a) Students sponsored by SENESCYT will pay 80% of the published Flinders international student tuition fee for the full duration of the program and/or their enrolment at the University.

(b) The University will provide a tuition fee waiver of 20% of the published Flinders international student tuition fee for each student for the duration of the program and/or their enrolment at the University.
(a) All international students are required by the Australian Government and by the University to purchase in advance the Australian Government approved Overseas Student Health Cover for the duration of their studies in South Australia. This must be paid before the Confirmation of Enrolment can be issued.

(b) Each sponsored student’s scholarship will include payment of the Australian Government approved Overseas Student Health Cover for the student. SENESCYT will pay this for each student before the Confirmation of Enrolment is issued, for the full duration of the student’s program.

5.3 Travel and Living Costs

(a) It is SENESCYT’s responsibility to meet the travel and living costs of each student by issuing stipends for each student. This includes the cost of accommodation, textbooks, clothing and personal expenses, air ticket between Adelaide and Ecuador, local transportation in Australia and course materials.

6 Contact Persons

6.1 The University contact persons for matters falling within this Agreement are:

(a) matters affecting the terms of the Agreement:

<table>
<thead>
<tr>
<th>Position</th>
<th>Deputy Vice-Chancellor</th>
</tr>
</thead>
<tbody>
<tr>
<td>(International &amp; Communities)</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>Sturt Road, Bedford Park 5042, Adelaide, Australia</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:dean.forbes@flinders.edu.au">dean.forbes@flinders.edu.au</a></td>
</tr>
<tr>
<td>Telephone</td>
<td>+61 8 201 5462</td>
</tr>
<tr>
<td>Facsimile</td>
<td>+61 8 201 3988</td>
</tr>
</tbody>
</table>

(b) matters concerning admission of individual students:

<table>
<thead>
<tr>
<th>Position</th>
<th>Admissions Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Sturt Road, Bedford Park 5042, Adelaide, Australia</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:international@flinders.edu.au">international@flinders.edu.au</a></td>
</tr>
<tr>
<td>Telephone</td>
<td>+61 8 8201 2727</td>
</tr>
<tr>
<td>Facsimile</td>
<td>+61 8 8201 3177</td>
</tr>
</tbody>
</table>

(c) matters concerning individual students in Adelaide:

<table>
<thead>
<tr>
<th>Position</th>
<th>International Student Services Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Sturt Road, Bedford Park 5042, Adelaide, Australia</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:issu@flinders.edu.au">issu@flinders.edu.au</a></td>
</tr>
<tr>
<td>Telephone</td>
<td>+61 8 8201 2717</td>
</tr>
<tr>
<td>Facsimile</td>
<td>+61 8 8201 3261</td>
</tr>
</tbody>
</table>

6.2 SENESCYT’s contact persons for matters falling within this Agreement are:

(a) matters affecting the terms of the Agreement:

<table>
<thead>
<tr>
<th>Position</th>
<th>International Student Services Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Sturt Road, Bedford Park 5042, Adelaide, Australia</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:issu@flinders.edu.au">issu@flinders.edu.au</a></td>
</tr>
<tr>
<td>Telephone</td>
<td>+61 8 8201 2717</td>
</tr>
<tr>
<td>Facsimile</td>
<td>+61 8 8201 3261</td>
</tr>
</tbody>
</table>
Scholarships
Address Av. 9 de Octubre y Carrión, Quito, Ecuador
Email migarces@senescyt.gob.ec
Telephone +5932 2546274

(b) matters concerning admission of individual students:

Position Scholarship Analyst
Address Av. 9 de Octubre y Carrión, Quito, Ecuador
Email mfernandez@senescyt.gob.ec
Telephone +5932 2546274

6.3 Requests for information may be transmitted by post, facsimile or e-mail.

7 Dispute Resolution and Termination

7.1 The parties shall make a good faith endeavour to settle amicably through direct negotiations any dispute, difference, controversy or claim relating to this Agreement. If the two parties are unable to reach settlement by such means, either Party may seek to resolve the dispute through arbitration.

7.2 If at the start of a semester the tuition fees due for the previous semester are still unpaid, the University may, at its sole discretion, terminate this Agreement by written notice to SENESCYT.

7.3 Subject to other clauses in this Agreement, either party may terminate this Agreement at any time by the provision of six months' written notice. In the event of termination of this Agreement, students already enrolled at the University at the date of termination will not be disadvantaged by either party and will be permitted to complete their study requirements under the terms of this Agreement.

7.4 The provisions of this Agreement shall be construed in accordance with, and be governed by, the law of South Australia.

8 Miscellaneous

8.1 Variation
The provisions of this Agreement may be amended, varied, supplemented or revoked by mutual agreement. Any such amendment, variation, supplement or revocation must be in writing and signed by the authorised representatives of each party.

8.2 Counterparts
This Agreement is executed simultaneously in duplicate originals, with each party retaining one original. Each shall be deemed to be an original.
8.3 University Policies and Procedures

Persons who apply or enrol under this Agreement are subject to the University's policies and procedures, in the same manner as are other students. University policies can be found at

http://www.flinders.edu.au/students/current/policies.html
SIGNED as an Agreement.

Signed on behalf of SENESCYT:

Name: Marco Fornasini
Position: General Secretary of Science, Technology and Innovation

Date: 04 JUL 2011

Signed on behalf of Flinders University:

Name: [Signature]
Position: Professor Dean Forbes
Deputy Vice-Chancellor (International & Communities) and Vice President

Date: 27/5/11