

Service Agreement

BETWEEN

MURDOCH UNIVERSITY

- and -

THE UNIVERSITY OF MACERATA

LEGAL & GOVERNANCE

South Street
MURDOCH WA 6150

Tel: **(08) 9360 7542**
Fax: (08) 9360 6847

Parties:

This Agreement is made between:

MURDOCH UNIVERSITY of South Street, Murdoch, Western Australia, Australia ("Murdoch");

- and -

THE UNIVERSITY OF MACERATA of via Crescimbeni 30 - 32 - 62100 Macerata, Italy ("Macerata").

Introduction:

- (a) Murdoch is a university operating in Western Australia and Macerata is a university in Italy.
- (b) Since 2008, Macerata has supported Murdoch's European Summer Law Program which is held at Macerata. This arrangement between Murdoch and Macerata is documented in the Previous Agreement, which sets out the services provided by Macerata to Murdoch.
- (c) The Parties have agreed to continue this working relationship and enter into this Agreement to record the terms and conditions that will regulate their relationship from the Commencement Date. This agreement replaces and supersedes the Previous Agreement from the Commencement Date.

The parties agree and acknowledge the following:

1. THE PROGRAM

Murdoch conducts a European Summer Law Program at Macerata's premises. The Program is available to eligible Murdoch and other eligible law students selected by Murdoch or Macerata. The Program consists of 3 of Murdoch's units of study, each to be taught in a 24 (plus exams) hour period over three weeks.

2. TERM OF AGREEMENT

- 2.1.** Subject to the provisions of this clause, this Agreement is effective from the Commencement Date and will continue in force for a period of 5 years or until earlier terminated by either Party giving one month's written notice.
- 2.2.** If, when a notice is given pursuant to clause 2.1, any Students are undertaking the Program, Macerata will allow those Students to complete the Program with the requisite Services being maintained.
- 2.3.** The Parties will, at least one month before the expiry of this Agreement, consult with each other to decide whether to extend or renew this Agreement, and if so on what terms.

3. PROGRAM DELIVERY

- 3.1.** Murdoch will deliver the Program at Macerata's premises for a three-week period each European Summer (June and / or July) during the Term, on a commencement date determined at each Annual Review.
- 3.2.** By the end of February in each year of the Term ("First Notification Date"), Murdoch will notify Macerata of the details for the following Program intake, including the number of Staff and Students who will be undertaking the Program.
- 3.3.** By the end of April in each year of the Term ("Second Notification Date"), Murdoch will notify Macerata of the following details for the following Program intake:

- (a) the date of arrival and departure for each of the Staff and Students; and

- (b) for the purpose of arranging appropriate accommodation for the Students:
 - i. the Student's full name;
 - ii. gender;
 - iii. date of birth;
 - iv. address in Australia;
 - v. Murdoch student code; and
 - vi. preference for a single or double room.
- 3.4** By the middle of May in each year of the Term ("Final Notification Date") Murdoch will courier the following Student and Staff documents to Macerata for the following Program intake:
- (a) 2 passport photos for each Staff and Student;
 - (b) a copy of each Staff and Student's passport;
 - (c) 2 x Presence in Italy forms; and
 - (d) an original completed health form for each Staff and Student.
- 3.5.** Subject to clause 1 Murdoch has complete discretion over the admissions process and number of students who participate in the Program, subject to clauses 3.6 and 3.7.
- 3.6.** A minimum of 15 Students must be enrolled in the Program for it to be delivered. If the minimum number of Students have not enrolled in the Program by the Final Notification Date, Macerata is not required to provide the Services. If this occurs, Murdoch is not required to pay any fees.
- 3.7.** A maximum of 35 Students may be enrolled in the Program. If Murdoch wishes to exceed the maximum number, it may request, and Macerata will consider whether it is possible for the Services to be delivered to the proposed number of Students.
- 3.8.** In addition to the Murdoch Staff member, Murdoch will engage ^{at least one} two lecturers proposed by Macerata to conduct two of the three units of the Program in accordance with applicable Murdoch policies concerning delivery of units and subject to separate contractual arrangements between the lecturers and Murdoch. Murdoch will retain the intellectual property in the teaching materials provided to the lecturers to be used for delivery of the Program. Macerata has no right, title or interest in those materials.

4. ANNUAL REVIEW

- 4.1.** In November of each year of the Term, the Parties will conduct an annual review. At the Annual Review, the Parties will finalise the variable details for the following Program intake as referred to throughout this Agreement, being:
- (a) the commencement date for the following Program intake (clause 3.1);
 - (b) the Program timetable including days, hours and locations for each subject being offered in the Program (clause 5.3);
 - (c) Names and contact details for Macerata support staff (clause 5.4);
 - (d) Names and contact details for Murdoch Staff (clause 6.1); and
 - (e) Fees (clause 8).
- 4.2.** The details are to be agreed by the Parties in writing. These details do not alter the remainder of the terms of this Agreement.

5. MACERATA'S SERVICES

Macerata will provide the following services to Students and Staff:

- 5.1. Welcome:** Macerata will arrange a meeting with Staff and Students when they arrive at Macerata. This will be attended by Macerata's Liaison Officer or their delegate.
- 5.2. Accommodation**
- (a) Subject to availability single and double rooms will be offered to the students in the Macerata residential facility or other accommodation available in Macerata.

- (b) Macerata will reserve accommodation for the proposed number of Students notified by Murdoch on the First Notification Date until the Final Notification Date, at which time Macerata will arrange accommodation for the final number of Students notified in accordance with clause 3.3(a).
- (c) Macerata will provide accommodation for a Murdoch Staff member in its guest residence.

5.3. Program Timetable & Program Facilities

- (a) At the Annual Review, the Parties will agree on:
 - i. a timetable for the delivery of the Program; and
 - ii. the days of delivery of the Program.
- (b) Macerata will arrange for sufficient classrooms to be available for delivery of the Program, preferably at the "ex Palazzo Menichelli".
- (c) Macerata will provide an appropriate university venue for the welcoming reception referred to at clause 5.1.
- (d) Macerata will arrange library access, borrowing powers and library internet access for all Students and Staff.

5.4. Support staff: At the Annual Review, Macerata will identify a Macerata staff member to coordinate and administer the provision of the Services. This staff member will be available to assist Murdoch Staff and Students with any issues they may have regarding the Services, and to arrange Services where these have not been arranged in advance of the Program.

6. MURDOCH STAFF

- 6.1.** Murdoch will ensure a member of its Staff attends Macerata throughout the whole of the Program to lecture in one unit, to act as Program coordinator and to assist and support Students.
- 6.2.** During the Program, Staff will:
 - (a) be available at all times at Macerata premises or by mobile phone;
 - (b) be available as required to teach the Students; and
 - (c) be responsible for the coordination of the units taught in the Program to ensure compliance with Murdoch's assessment policy during and at the conclusion of the Program.

7. LIAISON

Each party's Liaison Officer is responsible for the development and implementation of this Agreement and the Program, including receiving and transmitting marketing documentation. The Liaison Officer's details are:

	Murdoch	Macerata
Contact:	Professor Dr. Jürgen Bröhmer Professor of Law	Prof. Ermanno Calzolaio Professor of Law
Address:	School of Law Murdoch University South Street Murdoch 6150 WA Australia	Dipartimento di Giurisprudenza University of Macerata Piaggia dell'Università, 2 62100 Macerata Italy
Email:	j.brohmer@murdoch.edu.au	ermannocalzolaio@unimc.it

8. FEE

- 8.1. The Fee will be determined at each Annual Review for the following Program intake.
- 8.2. Immediately after the First Notification Date (see 3.2 of the Agreement), Macerata will send Murdoch an expense account denominated in Euros for the payable Fee. The Fee is payable by the end of June or before the program starts whichever is earlier.
- 8.3. Murdoch will pay the Fee to Macerata in consideration of Macerata providing the Services to each Student and Staff member. No Fee is payable by any Student to Macerata for participating in the Program. The Fee is the sole responsibility of Murdoch.
- 8.4. Where a Student is denied a visa by the Italian authorities, Macerata will refund the associated portion of the Fee to Murdoch without any deductions.
- 8.5. If, as a consequence of cancellations under clause 8.4, the number of Students falls below the minimum number specified at clause 3.5 and the Program is not held, Macerata will refund any Fee for the Program that has already been paid for the following Program intake.

9. STUDENT SUPPORT

- 9.1. Macerata is not required to provide financial support for any Student.
- 9.2. Students are responsible for:
 - (a) meeting immigration requirements; and
 - (b) their international transportation and associated costs.
- 9.3. Murdoch is responsible for travel and accident insurance to cover Students when in Italy, and when travelling to and from Italy, and for the purpose of participating in the Program.
- 9.4. Murdoch acknowledges that Macerata does not have any public liability insurance that will apply to the Students during the Program and has accordingly advised Murdoch to arrange for the Students to seek independent insurance coverage.

10. MISCELLANEOUS

- 10.1. **Entire Agreement:** This Agreement constitutes the sole and entire agreement between the Parties. The Parties acknowledge that this Agreement replaces and supersedes the Previous Agreement from the Commencement Date.
- 10.2. **Variation:** The Parties may only amend or replace this Agreement by another document signed by the Parties.
- 10.3. **Notices and service:** A notice given by a Party under this Agreement must be in writing, signed by the Party giving it and either left at the other Party's address or sent to the other Party's Liaison Officer by air mail, fax or email to the address specified in clause 7. The following rules apply for determining the time of service:
 - (a) post – 5 days after the date of posting;
 - (b) fax – when the sender's facsimile machine issues a transmission report showing that all pages were successfully transmitted to the recipient's fax number; and
 - (c) email – when the sender receives confirmation that the transmission was delivered to the other Party's address.
- 10.4. **Insurance Policies:** The Parties agree that throughout the entire period that they have obligations under this Agreement, they will maintain any insurance policies that are compulsory under statute.
- 10.5. **Relationship of the parties:** The relationship of the Parties is that of collaborative independent contractors. Nothing in this Agreement will be construed so as to constitute one Party a partner, agent, employee or representative of the other, or to create any partnership or trust for any purpose whatsoever.
- 10.6. **Dispute Resolution, Governing Law and Jurisdiction**
 - (a) The following procedure will be used to resolve a dispute:
 - i. the Party claiming there is a dispute will notify the other Party as set out in clause 10.3, setting out the nature of the dispute;
 - ii. the Parties will try to resolve the dispute through direct negotiation, including

by referring the matter to persons who have authority to intervene and direct some form of resolution;

- iii. the Parties have 20 business days from the date of the notice to reach a resolution; and
 - iv. if there is no resolution of the dispute then, either Party may commence legal proceedings.
- (b) This Agreement is governed by and will be interpreted in accordance with the laws of Western Australia and, to the extent to which they are applicable, the laws of the Commonwealth of Australia.
 - (c) The Parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Western Australia and any courts that may hear appeals from any of those courts, for any proceedings in connection with this Agreement.
 - (d) Nothing in this clause will prevent a Party seeking urgent court relief.

11. DEFINITIONS

The following definitions apply to this Agreement:

"**Agreement**" means this services agreement.

"**Annual Review**" has the meaning described at clause 4.

"**Commencement Date**" means the day on which both Parties have signed this Agreement.

"**Fee**" means the fee as set out in clause 8.

"**Final Notification Date**" has the meaning described at clause 3.4.

"**First "Notification Date"** has the meaning described at clause 3.2.

"**Previous Agreement**" means the agreement between the Parties commencing on 24 February 2017 entitled "Service Agreement".

"**Program**" means the European Summer Law Program to be delivered at Macerata, as more fully described at clause 1.

"**Second Notification Date**" has the meaning described at clause 3.3.

"**Services**" means the coordination and support Macerata provides to Murdoch as set out in clause 5.

"**Staff**" means an employee of Murdoch who is undertaking the tasks set out at clause 6 of this Agreement.

"**Student**" means a student enrolled at Murdoch University who is participating in the Program.

"**Term**" means the term of this Agreement as set out in clause 2.

EXECUTED AS AN AGREEMENT BY THE PARTIES on:

Date:

EXECUTED for and on behalf of **MURDOCH UNIVERSITY**
by **PROFESSOR GRANT O'NEILL:**

Pro Vice Chancellor, College of ABLSS

EXECUTED for and on behalf of **MACERATA UNIVERSITY**
by **PROFESSOR FRANCESCO ADORNATO**

