

## Sponsorship Agreement Terms and Conditions

### 1. Introduction

- 1.1. These Terms and Conditions form the basis of the Swinburne University Sponsorship Agreement. They are intended to protect the Student, Sponsor and Swinburne University, by informing all parties of their rights and responsibilities under the agreement.
- 1.2. The Terms and Conditions are intended to align with the Swinburne University Student Administration Policy to encourage timely payment of sponsored debt.
- 1.3. Roles and responsibilities under the sponsorship process are governed by these Terms and Conditions and the Swinburne University Student Administration Policy.
- 1.4. Each sponsored student and the Sponsor is responsible for complying with and being aware of any changes to these Terms and Conditions.
- 1.5. These Terms and Conditions are effective as at the date of publication (January 2012) and may be amended from time to time.

### 2. Scope

- 2.1. The Sponsorship Agreement is a tri party agreement between the Student, Third Party (sponsor) and Swinburne University.
- 2.2. The scope of the Sponsorship Agreement is for the enrolment item as stated and indicated by the Sponsor on the Sponsorship Agreement Form for the nominated Student. The Sponsor may elect to sponsor for any of the following enrolment items:
  - 2.2.1. All or some (e.g. tuition fees) of the costs associated with a course
  - 2.2.2. The costs incurred for a specified period (e.g. for a single semester or until a particular date)
  - 2.2.3. The amount of any one type of fee (or number of fees) payable by the Student (e.g. amenities fees, tuition fees etc.)
  - 2.2.4. Amount (\$ amount or % value) per fee period
  - 2.2.5. Combination of any of the items above
- 2.3. Only one Sponsor is permitted per fee period.
- 2.4. Subsequent sponsorship of a student will require completion of a new Sponsorship Agreement form i.e. new duration/course/amount.
- 2.5. Enrolment for each sponsored Student will require a Sponsorship Agreement form to be completed.

### 3. Changes to the Terms and Conditions

- 3.1. Swinburne University has the right at all times to vary the Sponsorship Agreement Terms and Conditions.
- 3.2. Swinburne University will use reasonable endeavours to advise the Sponsor and the sponsored Student of any such changes, but will not be liable in any way for any failure to do so.

### 4. Definitions

- 4.1. In these Terms and Conditions, unless the context otherwise requires:
  - "Sponsorship Agreement"** means the tri party contract comprising of these Terms and Conditions and the details specified on the Sponsorship Agreement Form, entered into by parties through the signing of relevant Sponsorship Agreement Forms.
  - "Sponsorship Agreement Form"** is the form used at Swinburne University to set out details of the sponsorship arrangements, i.e. Student details, Sponsor details, and authorisations. The signing of this form indicates acceptance of these Terms and Conditions.
  - "Sponsor"** means someone other than the Student who assumes the liability for the payment of a

student's fees. This may be an internal University department, or the Student's employer. It may also include government agencies or any other third party that agrees to meet the financial responsibilities of a nominated enrolled Student.

**"Sponsored Student"** or **"Student"** is a student having their student fees paid directly to Swinburne University by someone other than themselves, by prior agreement indicated through the submission of a Sponsorship Agreement Form.

**"External Sponsor"** means companies, partnerships, sole traders or other enterprises, external to Swinburne University, that have liability for Swinburne University student fees.

**"Internal Sponsor"** means a Swinburne University faculty, centre or department that pays the student fees of a sponsored Student

**"Refund Date"** is either (a) the Census date where relevant or (b) four (4) weeks after the unit of study start date.

**"Amendment Date"** is the date by which any amendments to an enrolment must be made to avoid incurring a financial penalty.

**"University"** means Swinburne University.

## 5. Roles and Responsibilities

Student will:

- 5.1. Advise the sponsor directly if and when the student chooses to withdraw from enrolment.
- 5.2. Communicate directly with the sponsor where they cease employment/relationship with the sponsor.
- 5.3. Be financially responsible for any enrolments other than those stated on the Sponsorship Agreement Form.
- 5.4. Be financially responsible for the Late Amendment to Enrolment Fee, where late (post Census) amendment to unit of study enrolment (Higher Education) or the amendment to unit of study enrolment (Vocational Education).
- 5.5. Complete and submit a withdrawal form as soon as practical, if they intend to withdraw from the course or unit of study. The date on which the form is signed and received by Student Administration may determine whether the Sponsor is eligible for any refund.
- 5.6. Consent to allow Swinburne University to release results for the course or units covered by the Sponsorship Agreement, by signing the Sponsorship Agreement Form.
- 5.7. Be responsible for obtaining the Sponsor's approval for any extension to the duration of the approved form of study. For any extension to the approved form of study, the Student will provide the Sponsor with a new Sponsorship Agreement Form. A new Enrolment/Offer Invoice will only be provided upon receipt of approval from the Sponsor.
- 5.8. In the event that the Sponsor declines payments of fees and charges, the liability will revert back to the Student. The Student will need to make full payment within seven (7) days of notification.

Swinburne University will:

- 5.9. Have the right to perform credit checks of external Sponsors.
- 5.10. Provide the Sponsor with invoice(s) stating fees for payment that the Sponsor is liable for.
- 5.11. Provide the Student with invoice(s) stating fees for payment that the Student is liable for.
- 5.12. Issue a Late Amendment to Enrolment Fee to the Student in the case of non-compliance with an Amendment Date.
- 5.13. Provide Student with results where all fees are paid on time.
- 5.14. Provide the Student's results for courses or units covered by the Sponsorship Agreement to Sponsor upon request where all fees are paid on time.
- 5.15. Withhold results from both the Student and the Sponsor where fees remain outstanding.
- 5.16. Pursue the collection of outstanding fees in accordance with University Policy. This may involve referring the debt to an external debt collection agency.

Sponsor will:

- 5.17. Supply all required information on the Sponsorship Agreement Form prior to the Student's enrolment or by the due date.
- 5.18. Provide payment of sponsored fees by the prescribed date.
- 5.19. Advise Swinburne University in writing in the event that the Sponsor decides to withdraw their sponsorship of the Student during the Sponsorship Agreement period.
- 5.20. Be liable for all specified fees incurred up to the end of the Sponsorship Agreement or the point of termination of the Sponsorship Agreement in the case where the Sponsorship Agreement is terminated early, subject to Section 9 Termination of Sponsorship of these Terms and Conditions.

## 6. Types of Sponsorship

### External Sponsorship

- 6.1. Applicants external to the University may apply to sponsor student fees. Application for External Sponsorship will only be accepted on the Sponsorship Agreement Form.
- 6.2. In completing and lodging the Sponsorship Agreement Form, the Sponsor applicant consents to the University performing a standard credit check on their organisation.
- 6.3. The University will conduct various financial checks of the Sponsor and reserves the right to refuse sponsorship from a potential or existing Sponsor.
- 6.4. External Sponsor status will be terminated by the University where debt has remained outstanding for a period of four (4) months.
- 6.5. The External Sponsor is responsible for advising the University in writing of any change of its name or address or other contact details.

### Internal Sponsorship

- 6.6. Applicants within the University may apply for Internal Sponsorship status. Application for Internal Sponsorship will only be accepted on the Sponsorship Agreement Form.
- 6.7. Internal Sponsors must complete a Sponsorship Agreement Form including the supply of a valid account code.

### Internal and External Sponsorships

- 6.8. Upon University approval, Sponsors will be assigned a unique sponsorship code.
- 6.9. Student fees will not be processed as sponsored until such time as the Sponsor is approved and is assigned a sponsorship code.
- 6.10. The Sponsor (External) assumes all liability for payment of the nominated fees as stated on the Sponsorship Agreement Form and invoice sent out to the third party.
- 6.11. The Sponsor (Internal) assumes liability for payment of the nominated fees as stated on the Sponsorship Agreement form and the nominated account debited.

## 7. Amendment to Sponsored Student Enrolment

- 7.1. Where the University chooses to cancel a unit of study before the commencement of teaching, a withdrawal from the unit will be initiated and the Student contacted to select another unit of study. This withdrawal and potential addition of a unit will result in a subsequent Enrolment Offer/Invoice being generated and issued to the Sponsor and Student.
- 7.2. Where the Student chooses to withdraw from a unit of study or the course prior to the unit Refund Date, the withdrawal will result in a credit being raised against the Sponsor, and where eligible, will result in a refund.
- 7.3. Where the Student withdraws after the Refund Date, the Sponsor will not be eligible for a refund and

outstanding fees will remain the liability of the Sponsor.

- 7.4. Where the Student chooses to enrol in an additional unit that contributes to the sponsored course, an Enrolment Offer/Invoice will be generated and issued to the Third Party for payment.
- 7.5. Where the Student chooses to enrol in an additional unit that does NOT contribute to the sponsored course, an Enrolment Offer/Invoice will be generated and issued to the Student for payment.
- 7.6. If the Student undertakes subsequent enrolments in an additional course or in a subsequent period (not stated on the Sponsorship Agreement Form) will be liable for the payment of these additional fees.

## 8. Payment Terms

- 8.1. Sponsor Enrolment Offer/Invoices are due for payment within 30 days from the date of issue.
- 8.2. Where payment in full is not received within the 30 day period, a reminder notice will be issued by the University stating a new due date.
- 8.3. Where full payment of a sponsor invoice is not received by the due date the debt will be referred to the University Debt Recovery Agent.
- 8.4. In the event that significant debt remains unpaid by a Sponsor for a period greater than 4 months, the status of the Sponsor will be terminated. In this instance, further sponsorship enrolments will not be processed with this Sponsor.

## 9. Termination of Sponsorship

- 9.1. Once signed, the sponsor is liable for fees for the Student as described on the Sponsorship Agreement Form and any failure to pay those fees will be a debt due to the University.
- 9.2. Should the Student cease employment with the Sponsor, the Sponsor should advise the University and Student in writing.
  - 9.2.1. The University will record a Sponsorship Termination Date as at the date the communication of such is received in writing.
  - 9.2.2. Where the Sponsorship Termination Date is prior to the Refund Date, the Student will become liable for the fees associated with that fee period, and the Sponsor will no longer be liable.
  - 9.2.3. Where the Sponsorship Termination Date is after the Refund Date, the Sponsor will remain liable for fees incurred for that fee period. The Student will be liable for fees incurred in subsequent fee periods.
  - 9.2.4. This means that the Student must consider and chose to either withdraw from the course, or accept liability for fees for the remainder of the course.
- 9.3. The University reserves the right to discontinue with the Sponsor where the Sponsor has outstanding fees owing. In this instance the University will refuse further sponsorship enrolments to this debtor until such time as all outstanding sponsor fees are paid.

## 10. Governing Laws

- 10.1. These Terms and Conditions shall be governed by and construed in accordance with the Swinburne University Student Administration Policy.