



## SPONSORSHIP AGREEMENT

**THIS SPONSORSHIP AGREEMENT** is made on \_\_\_\_\_ (*insert date*)

**BETWEEN:** \_\_\_\_\_  
(*Name of Sponsoring Organisation*)

**ABN:** \_\_\_\_\_  
(*Australian company only*)

**AND** CURTIN UNIVERSITY a body corporate ABN 99 143 842 569 established under the **Curtin University of Technology Act 1966** of Kent Street, Bentley, Western Australia

### WHEREAS:

The Sponsor agrees to the terms and conditions of this Agreement and understands that the Agreement is binding in respect of all Sponsored Students whose enrolment occurs within the period of validity of the Agreement. The Sponsor will formally advise the University of the names of Sponsored Students covered by the Agreement.

The Agreement will be valid for a period of 5 years from the date it is signed unless a shorter period of validity is otherwise mutually agreed by the parties in writing. A new Agreement may be entered into at or prior to the expiration of the current Agreement. Any new Agreement will supersede any previous Sponsorship Agreements between the University and the Sponsor and will be subject to the terms and conditions of this Agreement.

### NOW THIS AGREEMENT WITNESSES:

#### 1. Definitions

In this Agreement the following terms have the following meanings:

**“Sponsor”** means the department, body or organisation which agrees to pay specified Sponsored Fees for a student or group of students for the period indicated in formal correspondence between the sponsor and the University.

**“Sponsored Fees”** means the fees, charges or levies agreed to be paid by the Sponsor on behalf of the Sponsored Student and specified on the Sponsored Student Information Form or other formal correspondence from the Sponsor.

**“Sponsored Student”** means a student formally identified by the Sponsor on the Sponsored Student Information Form or other formal correspondence from the Sponsor.

#### 2. Duration

This Agreement shall be valid for a period of 5 years unless a shorter period of validity is otherwise agreed by the parties in writing. Notwithstanding this, the conditions of the Agreement shall be legally binding and remain in force in respect of any Sponsored Student for whom Sponsored Fees remain outstanding at the expiration of the Agreement.

#### 3. Sponsor’s Obligations

The Sponsor agrees that the Statutes, Rules and policies of the University are binding and that all Sponsored Fees must be paid by the Sponsor by the due date indicated on the invoice.

##### Allocation of Payments

All payments made by the Sponsor to the University must be accompanied by advice on the specific amounts to be allocated against each Sponsored Student.



Payments will be allocated in accordance with the Sponsor's instructions other than where there are amounts overdue, in which case the University reserves the right to allocate payments towards the oldest debt first.

### **Late Payment of Fees**

The Sponsor acknowledges that where payment is made after the due date specified on the invoice, late payment fees will be payable in respect of each Sponsored Student.

### **Sanctions**

The Sponsor agrees that delays in payments, without prior arrangement with the University Fees Centre may result in a sanction being placed on the student record. Sanctions prevent access to results, provision of Academic Transcripts and graduation until the debt is paid in full. Non-payment by the due date may also prevent enrolment in current or future study periods.

The Sponsor acknowledges that any expenses or costs incurred by the University in recovering any monies shall be the responsibility of the Sponsor, including debt collection agency fees and solicitor's costs on the amount outstanding and all other reasonable costs incurred in the recovery of outstanding monies.

### **Cancellations**

Where a payment is not received by the Census Date of the study period in which the Sponsored Student is enrolled, the University reserves the right at its absolute discretion to cancel the student's enrolment.

### **Withdrawal after Census Date**

Where a Sponsored Student withdraws from a unit after the relevant Census Date, all fees, charges and levies applicable to that unit remain payable and the Sponsor remains liable for the Sponsored Fees.

"Census Date" means the teaching census date determined by the University for each study period. The Census Date is a minimum of 20% into the study period and for Semester 1 and 2 at the Bentley Campus, is set at four weeks after the Semesters' commencement dates.

## **4. Curtin's Obligations**

Curtin University undertakes to invoice the Sponsor for Sponsored Fees and to issue adjusted invoices where Sponsored Students have changed their enrolment resulting in changes to Sponsored Fees.

## **5. Confidentiality**

Curtin University will keep any information supplied by the Sponsor in respect of the Sponsored Student in confidence ("Confidential Information") for use within the University for its internal administrative purposes, and will only disclose such Confidential Information to external organisations where required by legislative, regulatory authority or the law. Any Confidential Information that you disclose to the University under the terms of this Agreement will be handled in accordance with the Curtin University's policy and protocols on maintaining the confidentiality and privacy of information.

## **6. Termination**

Either Party may terminate the Agreement at any time by the provision of 30 days written notice to the other party at any time.

Upon termination of this Agreement by either Curtin University or the Sponsor, the Sponsor will bear responsibility for full payment to the University for all Sponsored Fees incurred up to and including the advised date of termination of the Agreement.

## **7. Amendments**

This Agreement cannot be modified as to any of its terms except by written agreement between the parties which is signed by a duly authorised signatory of each party.



**8. Governing Law**

This Agreement shall be governed by and construed in accordance with the law in force in the State of Western Australia.

**9. Dispute Resolution**

All questions and matters in dispute will be negotiated and agreed between the parties in good faith by an appointed nominee of each party.

**10. Force Majeure**

Failure or omissions to carry out or to observe any of the conditions of this Agreement shall not give rise to any claim against a party or result in the breach of this Agreement if such failure or omission arises by reason of delay or inability to perform, caused by war whether declared or not, insurrection, strikes, inability to obtain material, fire, storm or other severe action or the elements, accidents, government restrictions or for any other cause whether like or unlike the foregoing which are unavoidable or beyond the control of the relevant party.

**11. Identification of International Sponsored Students and Sponsored Fees**

Each international sponsored student will be covered by a Sponsored Student Information form or Letter of Financial Guarantee which specifies the name of the student, the course for which the student is sponsored and all Sponsored Fees.

**12. Notices**

All notices under this Agreement shall be in writing and shall be deemed to have been duly delivered when delivered by hand, mailed by registered post or sent by email or facsimile transmission to the party to whom such notice is required to be given at the following address:

**Sponsor** *(enter name, address and contact details including email address)*

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**Curtin University**

Manager, Student Administration & Fees  
Student Services  
Curtin University  
GPO Box U1987  
Perth Western Australia 6845  
sponsorfees@curtin.edu.au  
Fax: +61 8 9266 1041

**13. Sponsor contact for invoicing**

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

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**14. Academic monitoring**

Curtin agrees to provide academic reporting by provision of academic reports to the Sponsor at least twice an academic year for coursework students and once a year for research students. The academic reports will be issued for students who are listed on the 'External Sponsor Student List' and who have signed a Privacy Statement.

**15. Sponsor contact for academic monitoring**

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Executed as an Agreement**

SIGNED for and on behalf of **SPONSOR**

\_\_\_\_\_  
Signature

who warrants by his or her signing and placing of seal that he or she has authority to sign this Agreement

in the presence of

\_\_\_\_\_  
Name *(please print)*

\_\_\_\_\_  
Title *(please print)*

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Witness Signature

SIGNED for and on behalf of **CURTIN UNIVERSITY**

\_\_\_\_\_  
Name *(please print)*

\_\_\_\_\_  
Signature

who warrants by his or her signing that he or she has authority to sign this Agreement

in the presence of

\_\_\_\_\_  
Name *(please print)*

\_\_\_\_\_  
Title *(please print)*

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Name *(please print)*



## Payment Options:

### 1. Curtin ePay (all Sponsors)

A direct online credit card payment option. Enter the address below and pay online <https://payments.curtin.edu.au/onestopweb/sponsor/menu>

### 2. Direct Transfer (Sponsor offices in Australia)

Sponsors making payment in Australia may transfer funds directly from their bank to

Curtin University's bank account. Below are the University's bank details

BSB Number:	306 065
Account Number:	464 3333
Account Name:	Curtin University General Account
Bank Name:	BankWest
Branch:	Bentley-West (Curtin Uni)

### 3. Telegraphic Transfer (International Sponsors only)

Funds may be sent through the Sponsor's bank to Curtin University using the University's bank details as listed below

SWIFT:	BKWAAU6P
Bank Name:	BankWest
Branch:	Bentley West
Curtin BSB Number:	306 065
Account Number:	464 3333
Account Name:	Curtin University General Account

*Please note: TT's are sent via a network of correspondent banks which sometimes levy a small handling charge on your payment. Such fees and charges, when applied, are the responsibility of the Sponsor (payer).*

