



ARTICULATION AGREEMENT (UNIVERSITY WIDE)

THIS AGREEMENT is made

BETWEEN

MONASH UNIVERSITY ABN 12 377 614 012 of Wellington Road, Clayton, Victoria 3800, Australia

(Monash)

AND

Universitas Brawijaya of Jl. Veteran, Malang 65145, Indonesia

(UB)

Recitals

- A. Monash is a reputable, accredited provider of tertiary education in Australia.
- B. UB is a reputable, accredited provider of tertiary education in Indonesia.
- C. Monash and UB have agreed that students of UB will be eligible to apply for enrolment at Monash, and receive credit for certain units or courses completed at UB.
- D. Monash and UB agree to the following conditions governing any arrangements for articulation and/or credit transfer between the two parties.

Definitions

- 1. An **Articulation Arrangement** means a defined pathway that enables a student to progress from a completed course of study at UB to a course of study at Monash.
- 2. A **Credit Transfer Arrangement** means a process that provides students with agreed and consistent credit outcomes for components of a qualification based on equivalence in content and learning outcomes between matched qualifications of UB and Monash.
- 3. **ESOS Act** means the *Education Services for Overseas Students Act 2000* enacted by the Government of the Commonwealth of Australia.
- 4. **Faculty Schedule** means a schedule in the format of Schedule 1 (for Articulation Arrangements) or the format of Schedule 2 (for Credit Transfer Arrangements) that is agreed between the relevant faculties of Monash and UB, and sets out the details for each Articulation Arrangement and Credit Transfer Arrangement.
- 5. **MUELC** means the Monash English Language Centre managed by Monash College, a subsidiary of Monash University.
- 6. **Pathway Student** means a student of UB that is admitted to Monash after applying for admission under an Articulation Arrangement or a Credit Transfer Arrangement.

Course Content

7. Monash shall advise UB of any proposed changes of substance to a Monash course that may affect the admission a student under an Articulation Arrangement or Credit Transfer Arrangement at the earliest possible time.
8. UB shall inform Monash of any proposed changes of substance to a UB course at the earliest possible time and it is agreed by UB that Monash may alter the credit provided in relation to that changed UB course and that Monash's decision on all Articulation Arrangements and Credit Transfer Arrangements is final.

Student Eligibility

9. The parties agree that:
 - (a) UB students who successfully meet the performance requirements as indicated in the relevant Faculty Schedule regarding a UB course will be eligible to apply for admission to the relevant Monash course;
 - (b) Monash is the final arbiter of a prospective student's application for admission to Monash and/or the MUELC.

Responsibilities of UB

10. UB agrees to:
 - (a) obtain and forward to Monash, written consent from each prospective student:
 - i) for UB to provide personal information of the student to Monash,
 - ii) for Monash to provide the student's graduate and degree status to UB if they are admitted to Monash.

This is required by Monash in order to comply with Australian legislation;
 - (b) submit a completed application form to Monash in English, duly signed by each prospective student;
 - (c) submit an original copy of each prospective student's scores in Monash recognised English language tests (<https://www.monash.edu/admissions/english-language-requirements>);
 - (d) for Articulation Arrangements, submit a complete, accurate and certified copy of the academic transcript and evidence of the successfully completed degree as outlined in the relevant Faculty Schedule for each prospective student, with unit results being provided in the form of a percentage mark, or GPA, before an offer is made to a prospective student;
 - (e) for Credit Transfer Arrangements, submit evidence of enrolment in a degree as outlined in the relevant Faculty Schedule for each prospective student, with unit results being provided in the form of a percentage mark, or GPA, before an offer is made to a prospective student;
 - (f) provide a copy of all advertising and promotion materials (either written or in electronic format) relating to any Articulation Arrangement and/or Credit Transfer Arrangement with Monash for written approval prior to using that material. This is required by Monash to comply with Australian legislation;
 - (g) inform students of their responsibilities as set out in Clause 14 below;
11. UB agrees not to use any registered or unregistered trade mark related to Monash or any of its related entities without the prior written approval of Monash.
12. UB acknowledges that it is not an agent of Monash for the purposes of the ESOS Act and agrees not to act or purport to act in a manner that suggests, or is likely to suggest, that it is an agent.

Responsibilities of Monash

13. Monash agrees to:
- (a) supply UB with copies of Monash's course guide, MUELC's guide, and relevant promotional materials for UB to supply to existing and prospective UB students who are interested in lodging an application for entry to Monash under an Articulation Arrangement and/or Credit Transfer Arrangement;
 - (b) provide an orientation for Pathway Students.
 - (c) provide Pathway Students with advice on housing options .
 - (d) if required, provide academic counselling and other assistance to the Pathway Students.
 - (e) award Pathway Students the relevant degree from Monash on the successful completion of the studies.

Responsibilities of Students

14. Pathway Students shall:
- (a) obtain, the appropriate visa for study in Australia. Monash will provide any necessary supporting documentation to support the visa application.
 - (b) obtain the relevant health insurance as required for study in Australia;
 - (c) abide by all rules and regulations of Monash and/or MUELC, as applicable, and are subject to the normal disciplinary policies of Monash and/or MUELC.
 - (d) be responsible for arranging and paying for the following:
 - i) tuition fees;
 - ii) travel and accommodation expenses;
 - iii) transportation to and from Monash and/or MUELC;
 - iv) health insurance and medical expenses;
 - v) insurances covering travel and personal liabilities incurred while not on Monash or MUELC campus;
 - vi) textbooks, clothing, food and personal expenses;
 - vii) passport and visa costs;
 - viii) all debts incurred during the course of the studies;
 - ix) all arrangements for relatives, dependants or other people who may accompany the student to Australia.

Protection of Personal Information

15. The parties agree:
- (a) to handle personal data in accordance with all privacy principles, policies, laws and regulations which govern the handling of such information by the disclosing party and as notified in writing to the receiving party.
 - (b) that Monash must conform to the *Privacy and Data Protection Act 2014* enacted by the state of Victoria, Australia, which may restrict the transfer of student's personal information between the parties;
 - (c) not to transfer personal information to a foreign destination without the prior written consent of the individual concerned and
 - (d) to collect, use, disclose and otherwise manage personal information only for the purposes of fulfilling their obligations under this Agreement.

General Data Protection Regulation for European Union

16. To the extent that:

- (a) the European Union's General Data Protection Regulation (2016/679) (**GDPR**) is applicable to Monash or UB in the context of this Agreement; and
- (b) GDPR provisions impose obligations on Monash or UB (or both) which are additional to the obligations in clause 15 in respect of personal data as that term is defined in the GDPR,

the parties shall comply with those GDPR provisions in addition to the obligations under Clause 15.

Intellectual Property

17. The parties acknowledge that Monash's regulations on intellectual property created by students apply to Pathway Students, whereby:

- (a) all intellectual property created as a student of Monash, other than by participating in a collaborative research activity, is owned by the Pathway Student; and
- (b) a Pathway Student owns the copyright in his or her thesis.

Indemnity

18. Neither Monash nor UB will be held responsible for any liability and neither party shall be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, provided that UB will fully indemnify Monash against all expenses, damages and costs sustained or incurred by Monash as a direct or indirect result of any action taken or representation made by UB which constitutes a breach of Australian legislation including, but not limited to, the ESOS Act for which Monash is held liable and for which a penalty is imposed or enforcement action is taken pursuant to Part 6 of the ESOS Act.

Term

- 19. Subject to earlier termination of this Agreement in accordance with clauses 24 or 25, this Agreement commences on the date it is signed by the last of the parties, and continues for a period of five (5) years.
- 20. Each Faculty Schedule will commence from the date it is entered into and continue until the date of expiry or termination of the Agreement in accordance with clause 19.

Foreign Relations Act

21. Universitas Brawijaya acknowledges that under Australia's *Foreign Relations (State and Territory Arrangements) Act 2020 (Cth) (Act)* Monash may be required to give details of this Agreement and any subsidiary arrangement to the Australian Minister for Foreign Affairs and that the Minister may declare an arrangement with a foreign entity to be invalid and unenforceable, required to be varied or terminated if the Minister believes the arrangement may adversely affect Australia's foreign relations or be inconsistent with Australia's foreign policy. Notwithstanding any other clause in this Agreement, Monash shall not be liable to [foreign entity] in respect of any loss or damage arising directly or indirectly from a decision of the Minister under the Act or anything done or not done by Monash to comply with the Act, and shall be released from compliance with its obligations under this Agreement to the extent that such compliance would be inconsistent with the Act or the Minister's decision.

Renewal, Variation and Termination

- 22. Subject to written agreement by both parties, the term of this Agreement may be extended for a further period.
- 23. This Agreement may only be altered in writing, signed by both parties and may not be assigned, transferred or subcontracted by either party without the prior written consent of the other party.

24. Either party may terminate this Agreement at any time by giving the other party not less than six (6) months prior written notice.
25. Either party may terminate this Agreement, at any time and with immediate effect by giving notice to the other party if:
 - (a) the other party breaches any provision of this Agreement and fails to remedy any such breach within 30 days of receipt of written notice of the breach ;
 - (b) an action or omission by the other party has caused or contributed to reputational damage to the first party or to the first party being in breach of applicable legislation; or
 - (c) if the other party is no longer an accredited provider of tertiary education.
26. Pathway Students enrolled at Monash under a current Faculty Schedule at the time of early termination or expiration of this Agreement, will be able to complete their agreed studies.
27. Upon termination of this Agreement, UB shall submit all applications for admission to Monash received before the date of termination and return all Monash materials.
28. The termination of this Agreement by either party does not affect any accrued rights or remedies under this Agreement.
29. If this Agreement is translated into another language, both texts would be authentic but the English text would prevail in the event of a dispute.

Dispute resolution

30. In the case of any dispute the parties will negotiate in good faith to resolve the issues.

General Information

31. Nothing contained in this Agreement implies that an agency, partnership or joint venture between Monash and UB has been set up, and it is understood that both Monash and UB will fulfil their obligations under this Agreement as independent entities. Neither party shall have any right or authority to create any obligation or responsibility outside of this Agreement in the name of, or on behalf of, the other.
32. It is understood by UB that Monash, when accepting international students, must conform to appropriate requirements of the ESOS Act and the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students.
33. UB will facilitate the arrangements covered by this Agreement but it will not do any marketing or promotion of Monash or its courses without Monash's prior written approval of such marketing or promotion, and written approval of any materials to be used. This is required to ensure that Monash University meets its obligations under the ESOS Act. The relevant provisions are attached at Schedule 3.
34. UB undertakes not to engage in any act which may result in Monash contravening an Australian Sanctions Law. For the purposes of this clause 34, **Australian Sanctions Law** means any law prohibiting or restricting dealings with proscribed states, persons or entities or seeking to prevent the proliferation of weapons, including but not limited to laws implementing the sanctions imposed by the United Nations Security Council.
35. Additional information on legislation referred to in this Agreement will be supplied by Monash on request.
36. This Agreement supersedes any previous agreements relating to its subject matter, including any credit transfer or articulation agreements between the parties that have been entered in relation to specific faculties of the parties.

Electronic Signing and Counterparts

37. Each party agrees that this Agreement may be executed by electronic signature (regardless of the form of electronic signature utilised) and that this method of signature is conclusive of the parties' intention to be bound by this Agreement as if physical signing had occurred.

38. This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the agreement of each party who has executed and delivered that counterpart. Each party may communicate its execution of this Agreement by successfully transmitting an executed copy of the Agreement by an electronic method to each party.

EXECUTED as an Agreement

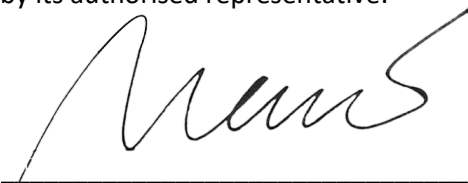
Signed for and on behalf of
Monash University
by its authorised representative:



Professor Sharon Pickering
Acting Provost and Senior Vice-President

Date: 16 November 2023

Signed for and on behalf of
Universitas Brawijaya
by its authorised representative:



Prof. Widodo, S.Si., M.Si., Ph.D.Med.Sc.
Rector

Date: 10 November 2023

Schedule 2: Template Faculty Schedule for Credit Transfer Arrangements

This Faculty Schedule is agreed in accordance with the terms of the Articulation Agreement between Monash University and Universitas Brawijaya dated 16 November 2023, by the following faculties:

Faculty of Arts, Monash University

Faculty of Economic and Business, Universitas Brawijaya

Universitas Brawijaya	Monash University
Degree title: Master of Economics Campus: Malang	Degree title: Master of Public Policy Campus: Clayton
UB course duration: 2 years – candidates are required to complete the equivalent of 1 year course duration by completing the specified units	Monash course duration: 2 years – including 1 year with credit Maximum credit recognised: 1 year - 48 credit points
UB required units (successfully completed): During the program at UB, candidates must complete the equivalent of 1 year course duration by completing the following units: 48 credit Points <ul style="list-style-type: none">• MIE80101 Applied Econometric (3 points)• MIE80102 Applied Macroeconomics (3 points)• MIE80103 Applied Microeconomic (3 points)• MIE80104 Indonesian Economics and Policy (3 points)• MIE80105 Economic Research Method (3 points)• MIE80201 Development Economics• MIE80206 Regional Economics and Spatial Development (3 points)• MIE80207 Local Economic Development and Participative Planning (3 points)• MIE80208 State and Regional Finance (3 points)• MIE80302 Public Sector Budgeting (3 points)	Monash units recognised Type of recognition: Year 1 - 48 credit points of unspecified credit from the Master of Economics Program Year 2 – students complete 48 credit points at Monash as follows: <ul style="list-style-type: none">• APG5101 Foundations of Public Policy (6 points)• APG5104 Public sector reform (6 points)• APG5229 Prosperity, poverty, and sustainability in a globalised world (6 points)• ECF5921 International economics (6 points)• APG5103 Policy Analysis (6 points)• APG5129 Evaluation (6 points)• APG5856 Research Project (12 points)* * to be jointly supervised by Brawijaya and Monash academic staff

<ul style="list-style-type: none"> • MIE80305 Institutional Economics and Politic • UBU80001 Thesis (15 points)* 	
Monash University Entry and Admission Requirements (Clause 9)	Students must obtain the minimum average percentage of GPA of 2.7/4.0 Applicants must also meet: <ul style="list-style-type: none"> • the English language requirements; and • minimum entrance requirements for admission to Monash University Australia To be eligible for credit transfer students need to have maintained good academic standing, as set out below: [Faculty to insert good academic standing criteria here] (if applicable)

Signed for and on behalf of
Faculty of [INSERT] Monash University
by its authorised representative:



Name: Professor Katie Stevenson

Title: Dean, Faculty of Arts

Date: 17 November 2023

Signed for and on behalf of
Faculty of [INSERT], Universitas Brawijaya
by its authorised representative:



Name: Abdul Ghofar, S.E., M.Si., DBA.,Ak.

Title: Dean, Faculty of Economics and Business

Date: 20 November 2023

Schedule 3: ESOS Act and National Code Obligations

The promotion of a course in connection with this Agreement is subject to the obligations imposed by the ESOS Act and the National Code made under the ESOS Act, and the parties acknowledge that this may arise by virtue of acts or representations by UB, its servants and agents. Accordingly, this Schedule sets out the provisions that Monash must ask UB to comply with.

Pursuant to Monash obligations under the ESOS Act and the National Code, UB agrees to perform its obligations under this Agreement observing the highest standards in honesty, quality of service and ethics, and in accordance with the standards particularly described in Part D of the National Code, including without limitation:

- to promote the relevant Monash courses with integrity and accuracy;
- to provide prospective students with accurate information about Monash, and to provide prospective students with accurate information regarding all of the fees payable to UB and to Monash for the Monash course by way of an itemised list;
- not to publicise the Monash course to prospective students and their families or other education and training providers in a manner that is misleading or untrue, or in a manner that is likely to mislead;
- to recruit/select prospective students in an honest, ethical and responsible manner;
- to ensure that all necessary evidence and documentation accompanies a prospective student's application or acceptance;
- to ensure prospective students provide to Monash accurate contact details, including updates of these details as necessary;
- not to publish information that is misleading, inaccurate or damaging about Monash or another Australian tertiary institution;
- not to guarantee or imply the availability of employment to prospective students while they are enrolled with Monash;
- not to guarantee or imply immigration or residency opportunities for prospective students while studying or after graduation in Australia;
- to inform prospective students that students coming to Australia on a student visa must have a primary purpose of studying and must study on a full-time basis, and that any school-aged dependents accompanying them to Australia will be required to pay full fees if they enrol in either government or non-government schools;
- to provide prospective students comprehensive and accurate information about living costs in Australia;
- to accept no inducement for, and make no promises about, attending Monash;
- not to charge directly or indirectly any fee to prospective students or any other person in connection with this agreement without first seeking Monash's written permission;
- to inform prospective students that information about Australian student visas is published on the Australian Government Department of Home Affairs' website at www.homeaffairs.gov.au/trav/stud
- to promote Monash courses, facilities, equipment and resources based on the material provided by Monash or agreed to by Monash.