THE UNIVERSITY OF MACERATA

- and -

MURDOCH UNIVERSITY

BETWEEN

Service Agreement
Parties:

The parties agree and acknowledge the following:

The Commonwealth, which sets out the services provided by Macerata to Murdoch.

Since 2008, Macerata has supported Murdoch’s European Summer Law Program which is held at

Macerata is a university operating in Western Australia and Macerata is a university in Italy.

MURDOCH UNIVERSITY

Macerata (Italy)

THE UNIVERSITY OF MACERATA

THE UNIVERSITY OF MURDOCH

- 32 - 62100 Macerata, Italy

- and -

- Murdoch, Australia

- Western Australia, Murdoch University
5.2. Accommodation

Macarata will provide the following services to students and staff:

5.3. Services

(e) Fees (course 8): $200.00
(d) Names and contact details for Murdoch Staff (course 6.1)
(c) Names and contact details for Macarata support staff (course 5.4)
(b) Offered in the program (course 5.3)
(a) The program intake including days, hours and location for each subject being

The following dates for the following program intake (course 3.1):

4.2. Reminder of the terms of this agreement.

The details are to be agreed by the parties in writing. These details do not alter the

4.3. Annual Review.

In November of each year of the Term, the Parties will conduct an annual review of the

3.8. For the services to be delivered to the proposed number of students, the maximum number of 35 students may be enrolled in the program. If Murdoch wishes to exceed the

3.7. Subject to course 1 Murdoch has complete discretion over the admissions process.

3.5. Subject to course 1 Murdoch has complete discretion over the following program.

3.4. For the purpose of arranging appropriate accommodation for the Students:

3.3. Murdoch is not required to provide the services. If this occurs, Murdoch is not

3.2. A minimum of 15 students must be enrolled in the program for it to be delivered. If the

3.1. A maximum of 35 students may be enrolled in the program. If Murdoch wishes to exceed the

2. A minimum number of students enrolled at Murdoch must enrol in the program. If this occurs, Murdoch is not

1. An original completed health form for each Student and Student:

(p) 2 Passport photos for each Student and Student;
(q) 2 x Presence in Identy forms;
(r) Student contact details;
(s) Murdoch student code and
(t) Workshops Student code and
(u) Address in Australia;
(v) Date of birth;
(w) Gender;
(x) The student’s full name;
(y)届 the purpose of arranging appropriate accommodation for the Students:

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7. Liaison

Program.

The Liaison Officer's details are:

Agreement and the Program including receiving, reviewing and transmitting marketing documentation.

Each party to the Program is responsible for the development and implementation of this Program.

6. Murdoch Staff

(a) The Program will ensure a member of its Staff attends Macerata throughout the whole of the Program.

(b) During the Program, Staff will:

(c) be available at all times at Macerata premises or by mobile phone;

(d) be available to teach the Students;

(e) be available to assist Murdoch’s Student Support and Academic Services, to assist and support Murdoch’s Students in one unit to one.

5. Support Staff

(a) Murdoch will arrange a member of its Staff to attend Macerata throughout the whole of the Program.

(b) Murdoch will ensure a member of its Staff attends Macerata throughout the whole of the Program.

(c) At the Annual Review, the Parties agree:

Program Timetable & Program Facilities

Residence.

(c) Murdoch will provide accommodation for a Murdoch Staff member in its guest

(d) Students enrolled in accordance with clause 3.3(e).

Program Timetable & Program Facilities

5.3.

(b) Murdoch will reserve accommodation for the proposed number of students.

Program Timetable & Program Facilities

5.3.

(c) Murdoch will provide accommodation for a Murdoch Staff member in its guest

(d) Students enrolled in accordance with clause 3.3(e).

Program Timetable & Program Facilities

5.3.

(b) Murdoch will reserve accommodation for the proposed number of students.
5. The claim procedure will be used to resolve a dispute.

6. Dispute Resolution: Governing Law and Disputes

The following procedure will be used to resolve a dispute:

(a) The following procedure will be used to resolve a dispute:

7. Relationship of Parties

The parties agree that throughout the entire period that they have

8. Insurance Policies

The parties agree that throughout the entire period that they have

9. Notices and Service

A notice given by a party under this agreement must be in

10. Miscellaneous

The parties may amend or replace this agreement by another document

11. Student Support

The parties may amend or replace this agreement by another document

12. Variations

Previous variations from the commencement date.

The parties may amend or replace this agreement by another document

13. Entire Agreement

This agreement constitutes the sole and entire agreement between

14. Student Support

Mandatory acknowledgment of Macquarie does not have any public liability insurance that

15. Program

Mandatory acknowledgment of Macquarie does not have any public liability insurance that

16. University

Mandatory acknowledgment of Macquarie does not have any public liability insurance that

17. Site

Mandatory acknowledgment of Macquarie does not have any public liability insurance that
EXECUTED AS AN AGREEMENT BY THE PARTIES ON:

Terminology:
- "Term" means the term of this agreement as set out in clause 2.
- "Student" means a student enrolled at Murdoch University who is participating in the Program.
- "Staff" means an employee of Murdoch who is undertaking the Tasks set out at clause 6 of the Services.
- "Services" means the coordination and support provided by Murdoch to Macerata as set out in clause 5.
- "Macerata" means the meaning described at clause 3.
- "Second Notification Date" means the meaning described at clause 3.
- "Program" means the European Summer Law Program to be delivered at Macerata, as more fully described at clause 3.
- "February 2017 entitled Service Agreement" means the agreement between the Parties commencing on 24 February 2017 entitled "Service Agreement".
- "Previous Agreement" means the agreement between the Parties commencing on 24 February 2017 entitled "Service Agreement".
- "First Notification Date" means the meaning described at clause 3.
- "Final Notification Date" means the meaning described at clause 3.
- "Fee" means the Fee as set out in clause 8.
- "Commencement Date" means the day on which both Parties have signed this Agreement.
- "Annual Review" means the meaning described at clause 4.
- "Agreement" means this Services Agreement.

The following definitions apply to this Agreement:

11. DEFINITIONS

(d) Nothing in this clause will prevent a Party seeking urgent court relief.

(c) The Parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Western Australia and to the exclusive jurisdiction of the laws of the Commonwealth of Australia.

(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 any country in which the Services are performed.

(a) Legal proceedings may commence:

Without prejudice to the dispute resolution clause, either Party may commence legal proceedings.

In the event there is no resolution of the dispute or no agreement reached, either Party may commence legal proceedings.

By referring the matter to persons who have authority to intervene and direct the resolution of the dispute in accordance with the terms of this Agreement.

(c) Where there is no resolution of the dispute or no agreement reached, either Party may commence legal proceedings.

By referring the matter to persons who have authority to intervene and direct the resolution of the dispute in accordance with the terms of this Agreement.