

Educational Affiliation Agreement

This Agreement is made between the **AUSTRALIAN INSTITUTE OF INTERPRETERS AND TRANSLATORS INC.**, ARBN 142 530 158, henceforth referred to as 'AUSIT';

and

Address:

ABN

henceforth referred to as the '**Affiliate**' and represented in this Agreement by
for the purpose of establishing an ongoing affiliation between AUSIT and the Affiliate (henceforth referred to as the '**Affiliation**').

Definitions

1. AUSIT is the Australian national peak body for professional interpreters and translators of all languages. It represents the interests of the profession and promotes the highest professional and ethical standards for its members. Its Code of Ethics is the standard for NAATI certified practitioners, and it has been adopted by other professional associations around the world. AUSIT offers a range of professional development courses and works in close collaboration with other organisations. More information can be found on its website: www.ausit.org
2. The Affiliate is a tertiary educational institution which offers (tick whichever is relevant):
 - NAATI-endorsed translation and interpreting (T&I) courses/programs.
 - translation and interpreting (T&I) courses/programs that are being assessed for NAATI endorsement.

Purpose

3. The principal purpose of the affiliation between AUSIT and the Affiliate is to forge closer links between the education sector and the profession, thus ensuring that education remains relevant and that professionals continue to advance their knowledge and skills.

Term

4. This Agreement is valid for one year (the '**Affiliation Period**') from the date of signature, and either party may terminate the Affiliation for any reason by giving 30 days' prior notice to the other party.

Affiliation Fee

5. The following shall apply in relation to the annual Educational Affiliation fee (**Affiliation Fee**):
 - 5.1 the Affiliate agrees to pay an annual Affiliation Fee of A\$595 including GST at the beginning of the Affiliation Period;
 - 5.2 this Affiliation Fee is not refundable except when AUSIT unilaterally terminates the Agreement during the course of the Affiliation Period. The Affiliation Fee shall not be refundable if the Affiliate terminates the Agreement because of AUSIT's alleged noncompliance with the terms of this Agreement and the Affiliate does not grant AUSIT reasonable time to rectify the alleged noncompliance;
 - 5.3 AUSIT shall send an invoice for the Affiliation Fees to the Affiliate, who shall either pay the Affiliation Fees on its usual trading cycle or terminate the Agreement before the due date stated on the invoice; and

Conduct of the Affiliate during the Affiliation Period

6. The Affiliate undertakes to disseminate information about AUSIT and its activities to the Affiliate's students and teaching staff, and on its website, in particular:
 - 6.1 participation in the Translation Competition;
 - 6.2 participation in the AUSIT Mentoring Program for eligible students (AUSIT will provide the Affiliate with updated versions of the Mentoring Program Guidelines);
 - 6.3 participation in the AUSIT Student Excellence Awards for eligible students;
 - 6.4 participation in any other programs developed by AUSIT; and
 - 6.5 display of the AUSIT Educational Affiliate logo, linked to the AUSIT website's homepage, prominently on a relevant page of the Affiliate's website, in line with the terms and conditions set out in AUSIT's document 'Terms & Conditions of Use: AUSIT Membership Cards, Logos and Trademark' (provided to the Affiliate when they sign up to the Educational Affiliation Agreement).
7. The Affiliate undertakes to encourage its teaching staff and students to become members of AUSIT in their own right.
8. The Affiliate undertakes to appoint one or more representatives to participate actively in committees where AUSIT deems appropriate the input of the Educational Affiliates.

9. The Affiliate undertakes to use its best endeavours to provide its facilities at cost value, and preferably free of charge, for the purpose of hosting AUSIT's National Conference and/or PD activities. This is subject always to appropriate internal approvals in accordance with the Affiliate's internal processes.

Conduct of AUSIT during the period of affiliation

10. AUSIT undertakes to do the following during the Affiliation Period:
 - 10.1 to place the Affiliate's logo on the AUSIT website under 'Educational Affiliates'. For this purpose, the Affiliate shall provide its logo to AUSIT, meeting all the design criteria indicated by AUSIT for this purpose. AUSIT undertakes not to use the affiliate's logo for any other purposes unless authorised by the Affiliate. In addition, the Affiliate may set restrictions regarding the use of the Affiliate's logo in clause 17 of this Agreement;
 - 10.2 to provide the Affiliate a free advertisement space in AUSIT's quarterly publication *In Touch* (one third-page) for a chosen course/program of the Affiliate. In the event that, due to changes to the format of *In Touch*, it is not possible to provide a one-third of the page, AUSIT undertakes to provide equivalent online advertising exposure to the Affiliate;
 - 10.3 to provide the Affiliate the opportunity to advertise its courses / programs / events through AUSIT's monthly 'Careers & PD' newsletters, which are circulated to all AUSIT's contacts, provided that such communication facility is offered by AUSIT during the Affiliation Period. There is no limitation to the number of advertisements included on behalf of the Affiliate during the Affiliation Period;
 - 10.4 to provide one free registration to the annual AUSIT National Conference or to the applicable state or territory mini-conference for a member of the Affiliate's staff who is also a paid member of AUSIT, provided that such an event is held by AUSIT during the Affiliation Period;
 - 10.5 to consider a maximum of four free nominations by the Affiliate per year for the AUSIT Student Excellence Awards, provided that such awards are offered by AUSIT during the Affiliation Period;
 - 10.6 to make available to the Affiliate and upon the Affiliate's request a guest visit once per semester by one AUSIT local branch / National Council representative to speak to students; and
 - 10.7 to provide, at AUSIT's discretion, additional services to the above; however, AUSIT shall have the right to alter or withdraw such additional services without compensation of any kind by giving reasonable notice.

Other

11. The Affiliate may indicate that it is an "AUSIT Educational Affiliate", but it must not indicate, or otherwise create the impression, that the Affiliate is a "member" of AUSIT.
12. This affiliation is non-exclusive, and both AUSIT and the Affiliate are free to enter into other affiliations or agreements with any other institution.
13. This Agreement comes into force on the date of signature by the duly authorised representatives of AUSIT and the Affiliate. The affiliation shall be terminated if AUSIT does not receive payment of the affiliation fee within 30 days of signature.

14. Both AUSIT and the Affiliate must take all reasonable steps to safeguard information belonging to the other party, and shall not misuse any confidential information disclosed by the other party. Each party is bound to observe relevant Commonwealth, State or Territory privacy legislation.

15. The signatory of the Affiliate shall become the official contact person for the purpose of administering this Agreement unless other contact persons are designated by the Affiliate below:

Name:

Email:

16. The Affiliate wishes to record the following restrictions regarding the use of its logo, if any:

16.1 the logo be used only in the format and manner it is provided and for the purpose of this Agreement or for any other purpose the Affiliate may from time to time agree in writing; and

16.2 the logo must not be used to state, imply or allow reasonable inference that AUSIT acts on behalf of the Affiliate or in any way creates a partnership, agency, fiduciary or other relationship between the parties, or that party is liable for the acts or omissions of the other party (except as set out in this Agreement).

17. AUSIT and the Affiliate agree this Agreement may be executed by electronic signature and in counterparts. All counterparts will be taken to constitute one instrument. Each party may communicate its execution of this Agreement by successfully transmitting an executed copy of the Agreement by an electronic method to the other party.

Signed for and on behalf of)
by its authorised representative:)

.....(signed)

.....(print name)

.....(title)

.....(date)

Signed on behalf of AUSIT
Name of representative and date