



ARTICULATION AGREEMENT

THIS AGREEMENT is made at Sydney on the 26th of August 2021.

BETWEEN **Australian Institute of Business Intelligence Pty Ltd (trading as AIBI Higher Education)**
ABN 82 613 610 763, (CRICOS Provider Code: 03844J), located at level 5, 510 Pitt Street,
Haymarket NSW 2000 (**AIBI HIGHER EDUCATION**)

AND **LEXIS Training Vocational Courses** ABN 93 098 348 844 (CRICOS Provider Code: 03459G,
RTO 41178) of 30-32 S Steyne, Manly, NSW 2095

RECITALS

- A. The Parties wish to establish a pathway for student articulation from the Partner into Degree level studies at AIBI Higher Education.
- B. Students who have completed agreed recognised courses at the Partner, and meet agreed academic standards and other eligibility criteria, may be ordinarily granted admission to specified courses at AIBI HIGHER EDUCATION, including with Credit for Prior Learning as set out in the Schedule(s) to this Agreement.
- C. Admission to specified courses at AIBI HIGHER EDUCATION is at the sole discretion of AIBI HIGHER EDUCATION.
- D. AIBI HIGHER EDUCATION and the Partner have agreed that from the Agreement Date they will collaborate in offering and promoting articulation pathways from courses offered at the Partner to AIBI HIGHER EDUCATION degree courses in accordance with the terms and conditions of this Agreement.

1. DEFINITIONS

In this Agreement except, where the context or subject matter otherwise requires:

Academic Matters means any matter relating to the pathway(s) and includes (without limitation) any matter relating to enrolment and entry standards, student progress, teaching standards, curriculum, credit transfer and any relevant rules and regulations.

Academic Quality Evaluation means the monitoring and evaluation of the quality of the delivery and content of the Partner's Courses.

Australian Qualifications Framework (AQF) means Australia's national policy for regulated qualifications, encompassing higher education, vocational education and training and school education.

Confidential Information means all trade secrets, know-how, Intellectual Property, financial information, technical information, marketing, student recruitment data, admission criteria and schemes, and other commercially valuable information.

Course Material means all manner of information and documentation in existence or created in the future by AIBI HIGHER EDUCATION and owned by AIBI HIGHER EDUCATION, including any translations, on any media, including but not limited to, written matter, recording tapes, video, slides and computer software, online material, Course and Unit outlines.

Credit for Prior Learning or CPL means credit given and measured in the form of AIBI HIGHER EDUCATION credit points for recognised prior study in either a tertiary level or an AQF level 5



qualification undertaken at other accredited institutions.

Intellectual Property means statutory and proprietary rights in respect of copyright, including but not limited to AIBI HIGHER EDUCATION owned Course Material, registered and unregistered trademarks, Confidential Information, know-how or expertise, and all other intellectual and industrial property rights as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation, 1967.

Parties means each of AIBI HIGHER EDUCATION and the Partner and **Party** means either one of them as the context requires.

Schedule means a schedule to this Agreement.

Term means three (3) years from the Agreement Date.

2. TERM

This Agreement shall come into force on the Agreement Date and remain in force for the Term unless terminated earlier in accordance with clause 6.

3. RESPONSIBILITIES

The Parties agree:

- (a) to provide copies of material which a Party proposes to publish, advertise or distribute on matters pertaining to this Agreement and or Schedule(s) for prior approval by the other Party;
- (b) to actively advertise and promote the pathway and articulation arrangements pertaining to this Agreement and outlined in the Schedule(s);
- (c) that any registered or unregistered trademark related to either Party or any of its related entities will not be used without the prior written approval of that Party;
- (d) upon expiry or termination of this Agreement, whichever occurs first, a Party must not use any advertising material which includes a reference to the other or contains the logo of the other Party.
- (e) act and comply fully with all requirements as set out by the Higher Education Act 2001, ESOS Act 2000 and related ESOS National Code and any other relevant law;
- (f) not make any inaccurate, false or misleading claims about either Party or any of its related entities;
- (g) to make every effort to provide timely notice relating to changes in courses and delivery.

AIBI HIGHER EDUCATION agrees to:

- (a) receive applications from prospective students from the Partner who have applied and met the required entry criteria and other conditions as established in the relevant Schedule(s); and
- (b) will monitor the academic progress of students who have entered from the Partner and will communicate concerns regarding gaps in academic learning or other issues

The Partner agrees to:

- (a) ensure that all of their prospective and current students are provided with timely, accurate, relevant and fair information in relation to this Agreement; and
- (b) not offer any guarantee to students about admission to AIBI HIGHER EDUCATION.



4. ACADEMIC MATTERS

- 4.1 AIBI HIGHER EDUCATION will conduct an annual Academic Quality Evaluation to ensure on-going academic alignment of Courses offered by each Party and monitor student performance.
- 4.2 The Partner will cooperate with AIBI HIGHER EDUCATION in identifying and implementing any recommendations or comply in a timely manner with any reasonable directions made by AIBI HIGHER EDUCATION in the delivery of the Partner’s Course of or following that Academic Quality Evaluation.
- 4.3 All Intellectual Property owned, developed or licensed by either Party prior to and after the Agreement Date and which is used in connection with this Agreement and the Courses listed in the Schedule(s) remains the property of that Party notwithstanding the performance of that Party's obligations under this Agreement.

5. CONFIDENTIALITY

Each Party shall treat all Confidential Information as confidential and shall not without the prior written consent of the other Party disclose or permit the same to be disclosed to a third party or two officers who are not directly involved in the execution or implementation of this agreement.

6. TERMINATION

Either Party may immediately terminate this Agreement on one (1) days’ written notice.

7. VARIATION

This Agreement, including the Schedule(s), may be amended or varied by the written agreement of both Parties.

8. PRIVACY

In respect of Confidential Information that constitutes personal information, each Party must comply with and ensure compliance with the *Privacy and Personal Information Protection Act (NSW) 1998* concerning the security, use and disclosure of such personal information.

EXECUTED by the Parties as an Agreement

Executed for and on behalf of **LEXIS Training Vocational Courses** by:

(signature)	Date

Full Name and Position

Executed for and on behalf of **AIBI HIGHER EDUCATION UNIVERSITY** by:

(signature)	Date

PHILLIP CENERE, CEO and Executive Dean



AIBI

Australian Institute of
Business Intelligence

Full Name and Position



SCHEDULE A

Credit towards the AIBI Higher Education Bachelor of International Business
CRICOS Course Code: 0102178

All decisions made in relation to Credit for Prior Learning for AIBI Higher Education are assessed in accordance with the AIBI Higher Education Credit for Prior Learning Policy.

Final determinations relating to the award of credit towards an AIBI Higher Education degree course are based on individual student achievements in the areas of formal, informal and non-formal learning.

Ordinarily, students who have completed an AQF Diploma qualification in a related discipline, including but not limited to, business, business administration, information technology, leadership and management, enterprise resource planning, international business, or project management may be granted credit for prior learning of up to 8 units of study towards the **Bachelor International Business (CRICOS Course Code 0102178)**.

Ordinarily, students who have completed an AQF Advanced Diploma qualification in a related discipline, including but not limited to, business, business administration, information technology, leadership and management, enterprise resource planning, international business, or project management may be granted credit for prior learning of up to 12 units of study towards the **Bachelor International Business (CRICOS Course Code 0102178)**.

Credit for Prior Learning granted by AIBI Higher Education for articulation from the Partner to the Bachelor International Business (CRICOS Course Code 0102178) offered by AIBI Higher Education:

Insert Partner Course and Registration Number	Amount of Credit (CP), up to:
BSB50420 Diploma of Leadership & Management BSB50120 Diploma of Business BSB50820 Diploma of Project Management BSB50620 Diploma of Marketing & Communication	Up to 8 subjects
BSB60420 Advanced Diploma of Leadership & Management BSB60120 Advanced Diploma of Business BSB60720 Advanced Diploma of Program Management	Up to 12 subjects



SCHEDULE B

Credit towards the AIBI Higher Education Bachelor of Enterprise Management Systems CRICOS Course Code: 0102179

All decisions made in relation to Credit for Prior Learning for AIBI Higher Education are assessed in accordance with the AIBI Higher Education Credit for Prior Learning Policy.

Final determinations relating to the award of credit towards an AIBI Higher Education degree course are based on individual student achievements in the areas of formal, informal and non-formal learning.

Ordinarily, students who have completed an AQF Diploma qualification in a related discipline, including but not limited to, business, business administration, information technology, leadership and management, enterprise resource planning, international business, or project management may be granted credit for prior learning of up to 8 units of study towards the **Bachelor Enterprise Management Systems (CRICOS Course Code: 0102179)**.

Ordinarily, students who have completed an AQF Advanced Diploma qualification in a related discipline, including but not limited to, business, business administration, information technology, leadership and management, enterprise resource planning, international business, or project management may be granted credit for prior learning of up to 12 units of study towards the **Bachelor Enterprise Management Systems (CRICOS Course Code: 0102179)**.

Credit for Prior Learning granted by AIBI Higher Education for articulation from the Partner to the Bachelor Enterprise Management Systems (CRICOS Course Code: 0102179) offered by AIBI Higher Education:

Insert Partner Course and Registration Number	Amount of Credit (CP), up to:
BSB50420 Diploma of Leadership & Management BSB50120 Diploma of Business BSB50820 Diploma of Project Management BSB50620 Diploma of Marketing & Communication	Up to 8 subjects
BSB60420 Advanced Diploma of Leadership & Management BSB60120 Advanced Diploma of Business BSB60720 Advanced Diploma of Program Management	Up to 12 subjects

Signature: *Phil Cenere*

Email: phillip.cenere@abihe.edu.au

Signature: *Lizandra Muraca*
Lizandra Muraca (Aug 31, 2021 10:43 GMT+10)

Email: lmuraca@lexisenglish.com









Articulation Agreement template LEXIS Training Vocational Course

Final Audit Report

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