CRICOS Provider Code: 00117J

Student Contract - Terms and Conditions

Section A - General Terms

Section A forms part of this Contract if you are a Domestic Student (as defined in Section C) or an International Student (as defined in Section C).

1. **Bound by Statutes, Course Requirements, Policies and Rules**
   - **1.1.** You accept, that you will comply with and will be bound by the statutes, rules, relevant Course requirements, admission requirements, procedures and policies of the University as amended from time to time.
   - **1.2.** The University's current policies and procedures are available for viewing at www.jcu.edu.au/policy.
   - **1.3.** You accept that you will be subject to the lawful instructions of officers of the University and accept the jurisdiction of the University in all matters connected with academic progression, discipline and safety.
   - **1.4.** This Contract, and the availability of complaints and appeals processes in University rules, policies and procedures, does not remove your right to take action under Australia's consumer protection laws.

2. **Variation of Website Information**
   - **2.1.** The information contained in the University's website and publications is subject to change. The University reserves the right to amend or modify without notice the content of the website and other publications. The University will attempt to inform students of changes which may affect their enrolment.

3. **Provision and Disclosure of Personal Information**
   - **3.1.** You acknowledge and agree that:
     - **3.1.1.** personal information supplied by you directly to the University;
     - **3.1.2.** personal information supplied by you to an authorised agent of the University; and
     - **3.1.3.** personal information supplied by you to Queensland Tertiary Admissions Centre (QTAC) and which you have authorised QTAC to disclose to the University, will be used for the administrative and/or educational purposes of the University.
   - **3.2.** You authorise the University to disclose your personal information (including contact details and a photographic image of you, if applicable):
     - **3.2.1.** to student accommodation providers for the purpose of verification of admission allowing accommodation offers to be made (if applicable);
     - **3.2.2.** to placement organisations (including organisations related to placement organisations who are also involved in providing your placement) if you are studying a Course that includes a work, professional or clinical placement;
     - **3.2.3.** to QTAC, the Australian Government and/or the Queensland Government to be used by those entities for the purpose of research studies, for example determining university ranking schedules (this will include any information about your academic performance, previous qualifications and current enrolment status);
     - **3.2.4.** to the Queensland Government (acting through the Queensland Curriculum and Assessment Authority and the government department responsible for education) to be used for the purpose of administering your secondary education learning enrolments and results (if applicable);
     - **3.2.5.** to other education providers to administer cross-institutional enrolments (if you are a cross-institutional student);
     - **3.2.6.** to other education providers, QTAC (through QualSearch) and admission centres to verify academic information and transcripts;
     - **3.2.7.** to other education providers contracted by the University to provide education and support services to students of the University;
     - **3.2.8.** to other organisations contracted by the University to provide administrative/educational support services to the University;
     - **3.2.9.** to scholarship providers and student sponsors where there is a written agreement between you and the provider or sponsor;
     - **3.2.10.** to the State of Queensland acting through Queensland Health, at any time prior to your graduation if you are studying a Bachelor of Medicine/Bachelor of Surgery (MBBS) or a Bachelor of Medicine/Bachelor of Surgery Honours (MBBS Hons). The information disclosed will be about the status of your eligibility to graduate (including your name, proposed name of award and proposed conferral date). You acknowledge that the University may disclose this information to Queensland Health, so that Queensland Health can facilitate offers of employment to selected graduates (if any) in a timely manner; and
     - **3.2.11.** to the Australian Government, if you are an International Student admitted to a postgraduate research course, for the purpose of determining whether your admission would constitute a sanctioned service under the United Nations sanctions and/or the Australian autonomous sanctions.
   - **3.3.** If you are an International student, you authorise the University to disclose your personal information (including contact details, date of birth and passport number, if applicable) and enrolment status (where applicable)

3.3.1. to the Department of Home Affairs responsible for administering visas:

3.3.2. to the Department of Education responsible for administering the system for University's to issue and maintain Confirmation of Enrolment's.

3.3.3. to your education agent, if you engaged one for admission to the University:

3.3.4. to Allianz Care Australia, if you nominated for the University to arrange your OSHC: and to other organisations and persons where required to do so by law.

3.4. You acknowledge that:

3.4.1. the University is required by law to provide personal information about students to the Department of Human Services (Centrelink), the Australian Government Department that is responsible for tertiary education, the Australian Government Department that manages immigration and the Australian Taxation Office and other bodies as required by law;

3.4.2. the University may disclose information about your academic performance to a third party to be used by the third party for accreditation purposes, however, the information will be provided in such a way that your identity will not be apparent or reasonably ascertainable; the University may disclose aggregated statistical information for statutory reporting or other administrative or educational purposes in a form that will not identify any person individually; and

3.4.3. an electronic photographic image of you will be collected and stored by the University for student identification purposes. This image may be accessed and used by approved University employees where photographic identification is reasonably required by the University.

3.4.4. See the Information Privacy Policy www.jcu.edu.au/policy/corporate-governance/information-privacy-policy and the Right to Information and Privacy Notice at www.jcu.edu.au/right-to-information-and-privacy for further information regarding the University's policies and procedures with respect to information privacy.

4. Information Provided and Supporting Documentation

4.1. You declare that, to the best of your knowledge, all information including supporting documentation that you have provided in respect to your application, admission and enrolment are true and correct.

4.2. You understand and agree that the University is not responsible or liable for any errors resulting from inaccurate information provided by you.

4.3. If you provide any false or misleading information to the University, you hereby agree that the University may, at its absolute discretion:

4.3.1. withdraw you from your Course; and/or

4.3.2. terminate this Contract by notice in writing to you.

4.4. Where requested by the University, you agree to provide proof of your residency or citizenship, or provide certified copies of supporting documentation so that your eligibility:

4.4.1. for an offer;

4.4.2. for a Commonwealth Supported place;

4.4.3. for a Research Training Scheme place; and/or

4.4.4. to access a Higher Education Loan Program (HELP) Loan, can be verified.

5. Receipt of Electronic Information

5.1. You understand that information will be sent by the University to you in electronic form unless approval for exemption is granted. You agree:

5.1.1. to access your University email at least twice a week (including during study breaks, holidays and leaves of absence) in order to ensure that you receive official communications from the University; and

5.1.2. to make regular use of MyStudent to check and update personal and fee information, and, where applicable, self-manage your enrolment.

6. Admission Requirements

6.1. You confirm that you have read and understood the specific admission requirements of your Course as stated in the Course and Subject Handbook (www.jcu.edu.au/course-and-subject-handbook) and you agree to comply with those requirements as amended from time to time.

6.2. If you fail to comply with any of the admission requirements for your Course you hereby agree that the University may, at its absolute discretion:

6.2.1. withdraw you from the Course; and/or

6.2.2. terminate this Contract.

6.3. Without limiting clause 6.2, if:

6.3.1. you are admitted to a Course (the Second Course) that requires you to first successfully complete another Course or qualifying program (the First Course); and

6.3.2. you do not complete the First Course before the first census date of the Second Course, you hereby agree that the University may, at its absolute discretion, withdraw you from the Second Course.

6.4. Your eligibility to maintain Commonwealth assistance (if applicable) is subject to the requirements of the Higher Education Support Act 2003 which requires that you successfully complete at least 50% or more of the Units of Study undertaken by you in your Course leading to a higher education award that is a bachelor degree or higher qualification (annually and cumulatively).

6.5. Should you not meet the requirements of clause 6.4 at any time during your Course the University is obliged to:

6.5.1. if in a Commonwealth supported place, alter your admission to a domestic fee-paying student for all Units of Study until such time as you are able to maintain a successful completion rate of 50% or more of the Units of Study in your Course; or if you are a domestic fee-paying student eligible for Fee-Help, restrict access to Fee-Help until such time as you are able to maintain a successful completion rate of 50% or more of the Units of Study in your Course.

7. Inherent Requirements

7.1. You acknowledge that:

7.1.1. there may be inherent requirements for your Course which will need to be met in order for you to successfully complete your Course;

7.1.2. you have read and understood all of the current inherent requirements (if any) for your Course (any current inherent requirements will be noted in the Course and Subject located at www.jcu.edu.au/course-and-subject-handbook;

7.1.3. the inherent requirements for your Course may change, and new inherent requirements may be added, from time to time; and

7.1.4. reasonable adjustments which do not fundamentally change the academic integrity of your Course or represent unjustifiable hardship for the University may be able to be implemented to assist you to meet any inherent requirements.

8. Cancellation of a Subject or Variation of Subject Requirements, Content and Structure

8.1. Subject to any legislative requirements, the University reserves the right to cancel a subject or vary the requirements, content or structure of a subject at any time as a result of:

8.1.1. low enrolment numbers for the subject; or

8.1.2. any other circumstance beyond the University's reasonable control.

8.2. The University will make every reasonable effort to ensure that cancellation or variation of the requirements, content or structure of any subject will not impede your progress towards the completion of your Course.

8.3. To the fullest extent permitted by law, you release the University from any and all actions, claims, proceedings or demands in respect of any loss or damage (whether special, direct, indirect or consequential, including consequential financial loss) arising out of or in connection with the cancellation or variation of a subject by the University in accordance with this clause 8.

9. Cancellation or Variation of Course

9.1. Subject to any legislative requirements, the University reserves the right to cancel or vary a Course at any time as a result of:

9.1.1. low admission numbers for the Course; or

9.1.2. any other circumstance beyond the University's reasonable control.

9.2. The University will give you reasonable notice of any cancellation or variation of a Course to which you are admitted.

9.3. To the fullest extent permitted by law, you release the University from any and all actions, claims, proceedings or demands in respect of any loss or damage (whether special, direct, indirect or consequential, including consequential financial loss) arising out of or in connection with the cancellation or variation of a Course by theUniversity in accordance with this clause 9.

9.4. For the avoidance of doubt, the release in clause 9.3 does not limit or qualify your rights or the University's obligations under Part 5, Division 2 of the Education Services for Overseas Students Act 2000 (Cth).

10. Bachelor of Medicine/Bachelor of Surgery – Bonded Medical Places

10.1. If:

10.1.1. you are offered and accept a Bonded Medical Place (BMP) in the Bachelor of Medicine/Bachelor of Surgery and enter into a formal agreement with the Commonwealth of Australia; and

10.1.2. you do not fulfil the requirements of your formal agreement with the Commonwealth of Australia,

10.1.2.1. you hereby agree that the University may immediately:

10.1.2.1.1. withdraw you from the Bachelor of Medicine/Bachelor of Surgery; and

10.1.2.1.2. terminate this Contract by notice in writing to you.

11. Work Based Training, Placements, Field Work and Research

11.1. You acknowledge and agree that some Courses at James Cook University have a placement, field work or research component and that it is your responsibility to check the Course and Subject Handbook at www.jcu.edu.au/course-and-subject-handbook to determine:

11.1.1. if your Course has either a WIL or work based training, placement, field work or research components;

11.1.2. whether you will be required to undertake any such WIL or Work based training, placement, field work or research away from the campus at which you are enrolled at your own expense; and

11.1.3. the conditions of any such WIL or work based training, placement, field work or research, including:

11.1.3.1. obtaining a current Australian Federal Police check clearance;

11.1.3.2. obtaining a current Australian First Aid and CPR certificate; and

11.1.3.3. obtaining a Suitability to Work with Children Card (Blue Card).

11.2. If you do not meet the conditions of any mandatory WIL or work based training, placement, field work or research component for a subject or your Course, you hereby agree that the University may, at its absolute discretion:

11.2.1. withdraw you from the subject and/or your Course; and/or

11.2.2. terminate this Contract by notice in writing to you.

12. Immunisation and Immunity to Diseases

12.1. You acknowledge and agree that:

12.1.1. some Courses at James Cook University require you to be immunised or show immunity to, and/or have an infectious-free status for, certain diseases; and

12.1.2. it is your responsibility to check the Course and Subject Handbook at www.jcu.edu.au/course-and-subject-handbook and read the Infectious Diseases Policy and Immunisation Guidelines at www.jcu.edu.au/policy/procedures/hse-procedures/whs-pro-023-infection-control-procedure to determine any immunisation or immunity requirements of your Course.

12.2. If:

12.2.1. your Course requires you to be immunised or show immunity to, and/or have an infectious-free status for, certain diseases and to provide evidence of that immunity and/or infectious-free status; and

12.2.2. you do not comply with those requirements as and when required to do so during the course of your admission to your Course or enrolment in applicable subjects.

you hereby agree that the University may, at its absolute discretion:

12.2.2.1. withdraw you from the applicable subjects and/or your Course; and/or

12.2.2.2. terminate this Contract by notice in writing to you.

13. Fees and Refunds

13.1. You agree to:

13.1.1. pay to the University; or

13.1.2. if applicable, ensure that payment is made to the University on your behalf of, all fees and charges (including all student contribution amounts) directly arising from your enrolment by the Payment Due Date. See webpage www.jcu.edu.au/students/fees-and-financial-support for relevant fees and charges as at the date of this Contract.

13.2. You understand that the fees, levies and charges payable for your Course or subject/s may increase each year and you agree to pay the increased amounts in each subsequent year of your Course.

13.3.

13.3.1. You understand and agree that refunds or penalties may apply if you decide not to proceed or continue with your studies. Refunds and penalties are applied in accordance with the relevant policy/ies listed in clause 13.6.

13.3.2. In all cases, for the purposes of calculating what, if any, penalty applies if you decide not to proceed or continue with your studies, the date of withdrawal is the date you give the University notice in writing of your intention to withdraw.

13.3.3. For exceptions to the application of penalties in certain circumstances, refer to the relevant policy/ies listed in clause 13.6. In most cases, supporting documentation is required.

13.4. You understand that if you are receiving a government payment, scholarship, sponsorship or student loan to finance your studies at the University, it is your responsibility to check how your subject selections affect your eligibility for continued payments/funding.

13.5. You acknowledge that the University may monitor deposits, withdrawals and transfers financial transactions that are made by you or a third party on your behalf, to your University account, in order to identify whether a suspicious financial transaction has occurred. You agree that if the University deems that a suspicious financial transaction has occurred or may have occurred, the University may pass on information about the suspicious financial transaction (including your name and financial institution details) to the Australian Transaction Reports & Analysis Centre (AUSTRAC). You acknowledge that this information is provided to AUSTRAC for the purpose of the regulation of anti-money laundering and counter-terrorism financing in Australia and for the protection of the integrity of Australia's financial system generally. You acknowledge that AUSTRAC may provide information about the suspicious financial transaction (including your name and financial institution details) to its partner agencies, which include law enforcement and national security agencies.

13.6. You confirm that you have read and understood the relevant policy/ies below, which form part of this Contract, and acknowledge that you are bound by the terms and conditions of the policy/ies as stated:

13.6.1. International Students – International Tuition Fee Payment and Refund Procedure (as amended from time to time) www.jcu.edu.au/policy/procedures/student-services-procedures/international-tuition-fee-payment-and-refund-procedure2;

13.6.2. Domestic Students offered a Commonwealth Supported Place – Commonwealth Assisted Students Policy (as amended from time to time) www.jcu.edu.au/policy/student-services/student-fee-payments-and-refunds-policy;

13.6.3. Domestic Students offered a Domestic Tuition Fee Place – Domestic Tuition Fee Policy (as amended from time to time) www.jcu.edu.au/policy/student-services/student-fee-payments-and-refunds-policy;

13.6.4. All students – Student Services and Amenities Fee Payments and Refunds Procedure (as amended from time to time) www.jcu.edu.au/policy/procedures/student-services-procedures/student-services-and-amenities-fee-payments-and-refunds-procedure.

14. Higher Degree by Research Students (Candidates)

14.1. If undertaking a research Course, in addition to compliance with all other applicable terms of this Contract:

14.1.1. you acknowledge that, in accordance with the University's Intellectual Property Policy and associated procedures www.jcu.edu.au/policy/corporate-governance/culture/intellectual-property-policy-and-procedure, the University asserts ownership over all Intellectual Property that is developed, created, authored, contributed to or otherwise brought into existence during your enrolment as a HDR candidate;

14.1.2. by accepting your enrolment at the University as an HDR candidate:

14.1.2.1. you hereby assign to the University, immediately upon creation, all rights, title, and interest in all Intellectual Property that is developed, created, authored, contributed to or otherwise brought into existence by you during your enrolment as a HDR Candidate, excluding copyright in your thesis;

14.1.2.2. you agree to sign all documents and do all things necessary or convenient to give effect to such assignment or evidence of ownership in the University; and

14.1.2.3. you grant to the University a perpetual, irrevocable, royalty-free, non-exclusive, world-wide licence (including the right to sublicence without consent) to use, communicate, reproduce, publish, adapt and modify your thesis for non-commercial, educational, teaching and research purposes;

14.1.3. you must satisfactorily complete the subjects RD/RM 7001 and 7002 (all candidates) and RD7003 (PhD candidates only);

14.1.4. you must satisfactorily complete all required milestones, including Confirmation of Candidature, Mid-Candidature Review and Pre-Completion Evaluation and submission of final thesis;

14.1.5. you must report regularly on the progress of your research, through the completion of a Progress Report;

14.1.6. you must complete a Professional Development program including any modules specified as fixed such ethics, JCU Respectful Relationships Workshops for HDR Candidates and avoiding plagiarism;

14.1.7. continuation of your candidature is dependent on your performance and compliance with the HDR Degree Requirements (as amended from time to time) www.jcu.edu.au/policy/research-education/higher-degree-by-research-requirements;

14.1.8. you must comply with the Australian Code for the Responsible Conduct of Research and the University Code for the Responsible Conduct of Research (as amended from time to time) www.jcu.edu.au/policy/research-management/code-for-the-responsible-conduct-of-research;

14.1.9. subject to satisfactory progress, your enrolment will automatically roll over from year to year and if you are unable to continue the Course, or are unable to continue at your current study rate, you must notify the Graduate Research School immediately in writing. If you fail to provide the necessary notification to the Graduate Research School you acknowledge and agree that you will continue to be liable for tuition and other fees which accrue in each subsequent study period;

14.1.10. you must work consistently and diligently in conjunction with your Advisory Panel and be proactive in managing your progress and candidature;

14.1.11. you must:

14.1.11.1. be in regular communication with your Advisory Panel as agreed in the Candidate and Advisor Agreement;

14.1.11.2. respond to all communication from any University staff member in a timely fashion and;

14.1.11.3. be based on campus unless undertaking approved fieldwork, on an approved period of leave of absence, or where approved for external candidature;

14.1.12. if you are receiving a JCU funded scholarship then you are responsible for ensuring that you remain compliant with the conditions of that scholarship throughout the entirety of your enrolment; and

14.1.13. if:

14.1.13.1. either or both of the proposed advisors named in the offer letter you have received from the University are not available, as at the commencement date for your course, to supervise you in undertaking your intended research project; and/or

14.1.13.2. JCU has a reasonable expectation that either or both of the proposed advisors named in the offer letter you have received from the University will not be available to supervise you in undertaking your intended research project for the entire duration of your course,

14.1.13.3. then, if JCU is unable, through reasonable efforts, to identify suitable alternate JCU advisor(s),you hereby agree that JCU may, in its absolute discretion:

14.1.13.3.1. withdraw you from your course; and/or

14.1.11.3.2. terminate this Contract by notice in writing to you.

15. Term

15.1. This Contract will continue for the period during which you are admitted to the University.

16. **Jurisdiction**

16.1. You acknowledge and agree that this Contract is formed in the State of Queensland in Australia and that the courts of Queensland and Australia shall have jurisdiction to entertain any action in respect of or arising out of this Contract.

16.2. You:

16.2.1. submit to the jurisdiction of the courts of Queensland and Australia to the exclusion of any other courts or tribunals;

16.2.2. waive any right you may have to object to an action being brought in the courts of Queensland and Australia; and

16.2.3. shall not bring any action in respect of or arising out of this Contract in any court or tribunal other than the courts of Queensland and Australia.

17. **James Cook University Obligations**

17.1. The University will use its best endeavours to provide you with tuition and supervision to a professional standard in the Course(s) to which you are admitted.

17.2. The University will act reasonably and fairly in exercising its powers under the statutes, rules, procedures and policies of the University and this Contract.

Section B - Additional terms for International Students

If you are an International Student (as defined in Section C), Section B also forms part of this Contract.

18. **Confirmation of international status**

18.1. You declare and warrant that you are not an Australian or New Zealand citizen and are not a permanent resident of Australia or an Australian Humanitarian Visa Holder.

18.2. If you hold an Australian visa:

18.2.1. You authorise the University to check your visa status and study entitlements (which will include personal information) with the Australian Government Department that manages immigration for the purpose of confirming your enrolment conditions; and

18.2.2. You must notify the University if your visa status changes;

18.2.3. If you are granted a permanent resident visa while admitted to a course at the University, you must complete the appropriate online form to notify of your change of citizenship or residency status. Permanent resident visa holders will be a Domestic Student (as defined in Section C).

19. **Cancellation**

19.1. You understand that there are conditions for cancellation of your study at James Cook University and you confirm that you have read the Guidelines for Deferral, Suspension and Cancellation at www.jcu.edu.au/applying-to-jcu/international/coursework/guidelines-policies-and-regulations.

20. **Cost of Studying in Australia**

20.1. You confirm that:

20.1.1. you are aware of the costs of studying in Australia including tuition fees, Student Services and Amenities Fees (SSA Fee), research costs, additional related costs and living expenses for the duration of your Course and have the financial capacity to meet them;

20.1.2. you have calculated the estimated cost of your Course, including living expenses and other expenses, including costs of travel to and from your home country;

20.1.3. you are aware of the current exchange rate between the currency of your home country and the Australian dollar, and that this exchange rate may change throughout the duration of your Course;

20.1.4. you understand that the actual costs you may incur in undertaking the Course may be greater or lesser than the amount you have calculated, and that the amount is an estimate only; and

20.1.5. you have the financial capacity, through your own savings/sponsorship/loan/other means, to pay for your tuition fees and all other costs and expenses (including all travel, tuition and living costs) that you will incur for the duration of your Course.

21. **Fees and Refunds**

21.1. You understand that the Student Services and Amenities Fee (SSA Fee) quoted in your Offer Schedule:

21.1.1. is charged in accordance with the Student Services and Amenities Fee Payments and Refunds Procedure: www.jcu.edu.au/policy/procedures/student-services-procedures/student-services-and-amenities-fee-payments-and-refunds-procedure;

21.1.2. you acknowledge that the SSA Fee payable by you is subject to change as it is indexed each year in accordance with Student Fee Payments & Refunds Policy, and in accordance with the Higher Education Support Act 2003 (HESA): www.jcu.edu.au/policy/academic-governance/student-experience/student-fee-payments-and-refunds-policy; and

21.1.3. the portion of SSA Fee quoted in your Offer Payment Information is payable at the time of accepting the

Offer.

21.2. You understand and agree that the Annual Tuition Fee quoted in your Offer Schedule:

21.2.1. is reviewed annually and is subject to change in accordance with the Student Fee Payments & Refunds Policy, and in accordance with the Higher Education Support Act 2003 (HESA): www.jcu.edu.au/policy/academic-governance/student-experience/student-fee-payments-and-refunds-policy;

21.2.2. does not cover the SSA Fee, Overseas Student Health Cover (OSHC), textbooks, accommodation, equipment or field trips, including prescribed professional or clinical placements, or any other expenses you incur during the course of your studies;

21.2.3. the Annual Tuition Fee for a coursework degree is based on 24 credit points per annum and additional enrolment will attract a pro-rata tuition fee;

21.2.4. if you have been offered a research degree, the Annual Tuition Fee is based on full-time, full-year enrolment. If your enrolment dates vary from full-time, full-year enrolment, the fee will be calculated pro rata based on the period of enrolment; and

21.2.5. the Tuition Fee Deposit quoted in your Offer Payment Schedule is payable at the time of accepting your Offer.

21.3. If you are an Australia Awards Scholarship awardee, you understand and agree that:

21.3.1. your scholarship covers the following expenses - your tuition fees, OSHC and SSA Fee;

21.3.2. your scholarship includes an establishment allowance and fortnightly contribution to living expenses which is provided to assist with meeting expenses such as textbooks, permanent accommodation, equipment, or the JCU Student Association Fee;

21.3.3. your participation in the Introductory Academic Program prior to the commencement of your studies is compulsory; and

21.3.4. before applying for visas for family members or making arrangements for family members to travel to Australia, you must promptly notify the JCU Australia Awards Scholarships team and comply with any requirements of The Department of Foreign Affairs and Trade, the Department of Home Affairs, JCU and your scholarship contract.

21.4. If you will be studying under an ACIAR scholarship, you understand and agree that your scholarship does not cover the following expenses - textbooks, permanent accommodation, equipment, field trips (including prescribed professional or clinical placements) or JCU Student Association Fee. A fortnightly contribution to living expenses is provided to meet some of these costs.

21.5. If:

21.5.1. you are studying a Bachelor of Medicine/Bachelor of Surgery, Bachelor of Veterinary Science or Bachelor of Dental Surgery; and

21.5.2. your residency status changes so that you become a Domestic Student while studying the Course, you acknowledge and agree that you will:

21.5.3. provide the required supporting documentation and become admitted as a Domestic Student; and

21.5.4. for the next 48 credit point study load for which you become enrolled immediately after being admitted as a Domestic Student, be required to pay domestic tuition fees that are equal to the international tuition fees.

21.6. After completion of the 48 credit point study load, you may apply for a Commonwealth supported place.

21.7. You understand and agree that a debt collection fee may be charged in accordance with the Tuition Fee Policy for International Students if you fail to pay tuition fees by the Payment Due Date.

21.8. If the University does not commence your Course on the Commencement Date and location set out in this Agreement or is unable to continue to deliver your Course once commenced, the University must within 14 days:

21.8.1.1. Refund to you the amount of any unspent pre-paid tuition fees, calculated in accordance with the formula set out in the ESOS Act; or

21.8.1.2. Arrange for you to transfer to an alternative course which is acceptable to you.

21.9. If you do not commence your course due to not receiving a student visa, the University must refund pre-paid tuition fees, calculated in accordance with the formula set out in the ESOS Act, within 4 weeks.

22. Complaints, Reviews and Appeals

22.1. you understand that if you are not satisfied with a University decision you can access the University's review and appeals processes, which can be made under the following University policies:

22.1.1.1. Student Review and Appeals Policy;

22.1.1.2. Academic and Statutory Decisions Review and Appeals Procedure;

22.1.1.3. Complaint and Conduct Decisions Appeals Procedure;

22.1.2. following an internal appeal process with the University, if you are dissatisfied with the outcome you can lodge an external appeal with the Queensland Ombudsman, if that decision is in relation to an exclusion for unsatisfactory course progress, the University will not report on your Confirmation of Enrolment (for Student visa holders) regarding the matter while an external appeal is ongoing.

22.2. You understand that the University is required to comply with the Education Services for Overseas Students (ESOS) Framework. For more information, please refer to:

22.2.1. The Australian Government ESOS Framework: www.education.gov.au/esos-framework; and

22.2.2. The Department of Education factsheet for international students: www.education.gov.au/esos-framework/resources/international-students-factsheet you must have OSHC for the duration of your student visa.

22.3. You understand that if you are under 18 years of age at the commencement of your Course, it is your responsibility to make the necessary guardianship arrangements with the Australian Government Department that manages immigration.

22.4. You must have OSHC for the duration of your student visa.

22.5. You can nominate with your Acceptance and Payment for the University to arrange OSHC on your behalf with Allianz Care Australia, or you can arrange your own OSHC.If you nominate for the University to arrange your own OSHC:

22.5.1. You understand that the cost of OSHC (including Goods and Services Tax) is set by the service provider and that it is subject to change. Please note that the University receives a commission from the service provider, however, this does not alter the cost of the premium.

22.6. If you are unable to continue your Course, or are unable to continue as a full-time student, you must immediately notify in writing the University in writing.

22.7. You must arrive at the University in sufficient time to enrol and make all the necessary academic preparation prior to the commencement of your Course, including attending a compulsory international orientation session.

22.8. If you have any school-aged dependents accompanying you to Australia, they must attend school, and you may be required to pay full fees if they are enrolled either in a government or non-government school.

22.9. You understand that you are expected to maintain satisfactory course progress and full-time enrolment for your course to complete within your Confirmation of Enrolment duration. You must enrol in at least one face-to-face subject in each compulsory study period for your course, and not study more than one third of your course through online delivery.

22.10. You acknowledge that the University is only permitted to approve a Leave of Absence or extension in limited circumstances where you have compassionate or compelling grounds (usually beyond your control) or if an intervention strategy is implemented resulting in an extension.

22.11. You understand that it is your responsibility to keep a copy of this written agreement (the Student Contract including the Offer Schedule, Acceptance and Payment form and Terms and Conditions) and receipts of any payments of tuition and non-tuition fees.

22.12. It is your responsibility to maintain satisfactory course progress for each study period as required for your course. This is in accordance with Student visa condition 8202 – Meet course requirements. Failing to do this may result in you being unable to complete your course within the expected duration of your Confirmation of Enrolment for your visa or being excluded from your course.

22.13. You must, during the time you are admitted to study at the University, advise the University within seven (7) days of any change to your Australian address, mobile number (if any) and email (if any). This is I accordance with Student visa condition 8533 – inform provider of address.

22.14. This written agreement, and the right to make complaints and seek appeals of decisions and action under various processes, does not affect the rights of the student to take action under the Australian Consumer Law if the Australian Consumer Law applies

23. Other temporary entrant visa holder requirements (not Student visa)

23.1. You understand it is your responsibility to ensure that you obtain and maintain appropriate medical insurance and that you will not be covered by (OSHC).

23.2. You understand that if you are not intending to study on a Student visa it is your responsibility to obtain, and maintain, an appropriate visa with study entitlement that allows you to study and reside in Australia for the duration of your course

Section C – Definitions

Award – a degree, diploma or certificate contained in the list of approved awards of James Cook University.
Award Course – a Course, the successful completion of which, together with any credit transfers in accordance with the relevant requirements, will fulfil the prescribed requirements for the named Award.
Contract – this Student Contract between you and James Cook University.
Course – an approved course of study offered by James Cook University, consisting of a combination of subjects.
Domestic Student – any student who is an Australian or New Zealand citizen, a permanent resident of Australia or a permanent Humanitarian Visa Holder.
Intellectual Property - All rights, anywhere in the world, whether or not registered or registrable (and including rights of registration and applications for registration) including, but not limited to:

- Patents under the *Patents Act 1990 (Cth)*;
- Copyright and moral rights vesting by virtue of the *Copyright Act 1968 (Cth)* in literary works (including computer programs), dramatic works, musical works, artistic works, films, sound recordings, broadcasts, published editions and certain types of performances;
- Trademarks registered under the *Trade Marks Act 1995 (Cth)*;
- Designs registered under the *Designs Act 2003 (Cth)*;
- New plant varieties under the *Plant Breeder's Rights Act 1994 (Cth)*;
- Circuit layouts (computer chips) under the *Circuit Layouts Act 1989 (Cth)*;
- Trade secrets and other confidential material under Common Law; and
- any other rights as defined in Article 2 of the Convention (Dated 14th July 1967) establishing the World Intellectual Property Organisation (as amended from time to time).

International Student – any student **who is not** an Australian or New Zealand citizen, permanent resident of Australia, or permanent Humanitarian Visa Holder.
Non-Award Course – a Course offered by James Cook University for which no Award is conferred upon successful completion.
OSHC – Overseas Student Health Cover (OSHC) is health insurance for Student visa holders.
Payment Due Date – the date a student's fees must be paid by to avoid enrolment restrictions. The Payment Due Date is 10 calendar days prior to the census date for each study period or trimester (as applicable).
Thesis - any materials or work to be submitted by a HDR Candidate for examination for the award of a postgraduate research degree.
Unit of Study – the same meaning as in the Higher Education Support Act 2003.
University – James Cook University.