MEMORANDUM OF AGREEMENT
between

THE UNIVERSITY OF TENNESSEE
and
MONASH UNIVERSITY

1. Whereas The University of Tennessee (UT) and Monash University (MU) both have strong and active academic programs in the area of maintenance management and reliability engineering and whereas both institutions have a desire to see these programs grow, and both institutions see mutual benefit in working together, UT and MU hereby agree to continue to collaborate in the delivery of various maintenance management and reliability engineering education (MRE) programs in North America by off campus learning (also called distance education).

2. UT's presence in this area is primarily through its Maintenance and Reliability Center (MRC) of the College of Engineering (COE). The MRC originated in 1996 and provides various programs in education, research and technology assessment, information transfer, and business support and alliances, all in the area of maintenance and reliability engineering.

3. MU has been in the business of offering off campus learning programs in MRE since 1985 initially through its Gippsland School of Engineering, superseded from 1 Jan 2004 by the School of Applied Sciences and Engineering (SASE). Thus, it has considerable positive experience, both in course content and in course delivery and administration.

4. Through collaboration such as the one herein described, both UT and MU can better help address the challenges that lie ahead in the MRE area. By working together, duplication of efforts will be minimized, programs will grow faster with less expense, and an overall optimization of knowledge transfer should be accomplished.

5. Objective: The objective of this collaboration is to positively impact the effectiveness of global industry through postgraduate education in maintenance and reliability engineering using off campus learning (distance education).

6. Scope: Under this agreement, UT's exclusive territory for marketing and delivery of the MU maintenance management and reliability engineering programs is North America (i.e. US, Canada, Mexico, Caribbean countries), with applications from South and Central America being considered case by case on their merits.

7. Duration: The initial period of this agreement was from 1 July 1999 through December 31 December 2004, and is hereby extended to 31 December 2011, subject to cancellation at the end of an academic year by either party giving 180 days written notice, or shorter time period with mutual consent of both parties. Both parties recognize that this program requires a flexible, multi-year activity to grow and mature into a solid and established program.
8. Thus, details of this agreement are given in the attached Schedule I (revised 17 July 2006). In addition, guidelines as to operations for each party are given in the attached Tables I (dated 17 July 2006) and Table II (dated 7 September 2006).

9. **Program Administration:** The principal administration of the Program will be through the MRC for UT and the SASE for MU.

10. **Program Management:** The Program Co-ordinators of both UT and MU, or their nominees, will oversee the execution of this agreement. Both universities shall exert their best efforts to ensure the smooth and diligent implementation of the Program.

11. **Program Operation.** The Program Co-ordinators will, at regular intervals, review this agreement to assure its relevance, currency and integrity. Amendments to this Memorandum of Agreement shall be made in writing and must be mutually agreed upon.

12. **Revenue Considerations:** UT, through the MRC and COE, will annually determine the various fees and tuition to be collected for this program. These fees and tuition will provide for agreed upon reimbursement to MU, as well as appropriate reimbursement for UT expenses, with any remaining revenue going to the MRC for support of its programs.

13. **Terms and Conditions:** This agreement shall be administered under the UT standard Terms and Conditions, attached and made a part of this agreement, with the exception that:
   a. Clause 8 be amended by inserting after ‘...and to pay all taxes’, the words ‘in respect of which it is has a legal liability to pay under this Contract’; and
   b. Clause 12 be modified to read as follows: ‘If a party fails to perform properly its obligations under this Contract or violates any term of this Contract, the other party shall have the right to terminate this Contract on reasonable written notice and withhold payments until the failure to perform or violation is rectified to its reasonable satisfaction. To the fullest extent permitted by law, the liability of the parties in such circumstances shall be limited to and not in the aggregate exceed the fees payable per annum by that party to the other party.’

14. In connection with promotion of the program and the credit transfer arrangement, UT and MU agree that
   a. All promotional and marketing materials are to be approved by both institutions prior to use.
   b. It is recognised that the promotion of the course by MU and UT is subject to the obligations imposed by the Education Services for Overseas Students Act 2000 (“the ESOS Act”) the National Code made under the ESOS Act and the Principles of Practice, Guidelines and Code established by the Australian Vice-Chancellors’ Committee (“the AVCC”). The parties acknowledge that this arises by virtue of any acts of representation by UT, its servants and agents in connection with courses that may articulate to courses offered by MU in Australia.

15. For the purposes of the Education Services for Overseas Student Act 2000 (Australia), MU is the registered provider of a course of higher education and UT is in a collaborative
relationship with the registered provider. Where appearing, the term “registered provider” refers to MU. UT will provide information on the program to prospective students, and have responsibility for the cost of marketing of the program within North America, subject to cost sharing as in Schedule I. MU will provide information for preparation of all marketing and advertising materials.

a. MU will promote the program in any appropriate advertising of MU courses.

b. UT agrees not to:

i. publicise the Admission and Credit Transfer arrangement with MU to UT’s Students and 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;

ii. suggest to Prospective Students, their families or other providers of education and training that pursuant to the credit arrangement with MU, Prospective Students who successfully complete units for which MU will accept an application for Credit Transfer, are likely to be guaranteed a Student Visa for the purposes of studying at MU;

iii. make any false or misleading comparisons between MU and any of its related entities and any other provider of education and training.

16. Agreement Status: This agreement succeeds any and all previous agreements, written and verbal, between UT and MU in the maintenance management and reliability engineering area.

Signing Page

Signed: [Signature]

Professor Stephanie Fahey
DVC and Vice President International
Vice President
Monash University

Date: 2006

Signed: [Signature]

Loren W. Crabtree
Chancellor
The University of Tennessee

Date: 6/14/07
**SCHEDULE I (revised 17 July 2006)**

[Monash University and University of Tennessee Memorandum of Agreement on Collaboration in Maintenance Management and Reliability Engineering Education: Years 6 onwards]

<table>
<thead>
<tr>
<th>Responsibilities of Monash University (MU)</th>
<th>Responsibilities of University of Tennessee (UT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deliver all program study units, confer all awards.</td>
<td>Manage and administer program in North America.</td>
</tr>
<tr>
<td>Conduct all course offerings concurrent with MU's normal and advertised program, rewriting as appropriate.</td>
<td>Promote program via press releases, conferences, MRC members, advertising, etc.</td>
</tr>
<tr>
<td>Conduct Residential School classes for North American students.</td>
<td>Operate Residential School for North American students, reviewing plans with MU to ensure consistency with MU policies and standards.</td>
</tr>
<tr>
<td>Receive 90% of MU's normal and advertised tuition fee in Australian currency for international students per student-unit (UT retains 10% for administration/program management, including UT operating the normally included Residential School). Normally, MU will invoice UT for its share of the tuition payment by 31 May of each year. Adjustments to be made where students are enrolled with VA support, or other special circumstances, where the supporting body must be billed direct by MU.</td>
<td>Process all applications, collect all fees, after agreement with MU on enrolled student-units, remit 90% of MU normal &amp; advertised tuition fees for international students to MU, and retain all other income for administration/program management and supplement to MRC. Pay MU invoices within 90 days of receipt of correct invoice.</td>
</tr>
<tr>
<td>Confirm with UT that each student has paid the required tuition fees before dispatching study materials. Respond affirmatively to UT requests to withhold course materials, grades, and/recognition of students due to tuition payment irregularities.</td>
<td>Invoice and collect student tuition on a timely basis. UT may use its discretion in individual cases concerning deferral of tuition fee based on special circumstances. Deal expeditiously with the collection of tuition and reconciliation of any payment issues such as deferral or non-payment.</td>
</tr>
<tr>
<td>Pay a pro rata share of the marketing costs calculated by dividing Monash revenue from student-unit fees by the total revenue paid to UT from the student-unit fees, both figures based on the previous calendar year. Part of the MU costs incurred in the Coordinator or nominee presenting a paper at a conference in North America may be included, if mutually agreed.</td>
<td>With its invoice, provide details of marketing costs for each calendar year and calculation of pro-rata proportion.</td>
</tr>
<tr>
<td>Responsibilities of Monash University (MU)</td>
<td>Responsibilities of University of Tennessee (UT)</td>
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<td>----------------------------------------------------------------------------------------------------------------</td>
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<tr>
<td>MU faculty members will attend and participate in Residential School as determined by mutual consent of Program Coordinators. MU faculty attending will have actual travel expenses reimbursed and will be paid an honorarium determined beforehand by Program Coordinators.</td>
<td>UT will determine need for MU faculty support at Residential School and mutually agree with MU as to MU faculty attendance. UT will reimburse MU for actual travel expenses and will pay MU faculty an honorarium determined beforehand by Program Coordinators.</td>
</tr>
<tr>
<td>Collaborate on teaching resources, sharing of materials and experiences in developing and delivering its program with UT.</td>
<td>Collaborate on teaching resources, sharing of materials and experiences with MU in developing its program.</td>
</tr>
<tr>
<td>From time-to-time, MU and UT will review ways to make this collaboration more effective through course sharing, course substitution, faculty exchange, co-faculty instruction, etc. As various opportunities arise, MU and UT will both explore ways to exploit and mutually benefit from these opportunities. Issues concerning new or different fee structures or other financial or business matters will be reviewed at that time and presented to MU and UT for consideration.</td>
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<tr>
<td>Occasional workshops may be held at MU or UT or elsewhere, as agreed upon mutually, to review progress, share new developments and plan future activities. Travel and lodging costs of these workshops are to be borne by the party incurring the costs. Other costs such as meeting rooms, etc. will be split on a 50/50 basis or handled by the host institution, if host is willing.</td>
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<tr>
<td>UT agrees to co-operate with MU in the event that the Australian Universities Quality Agency undertakes an audit of the program(s) delivered by virtue of this agreement.</td>
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</table>

**Essential features of the delivery model**

- UT promotes the program and recruits the students.
- Applicant data transferred to MU, preferably electronically, subject to the obligations referred to in sections 13 and 14 of the Agreement.
- Fees paid to a UT bank account. UT collects and receipts fees, remits agreed proportion to MU.
- MU approves admissions and any credit transfer towards its awards.
- MU designs, develops and produces study materials for its awards with future materials from UT to be shared as agreed.
- All assessments conducted and marked by MU staff, with examinations on the same timetable.
- Study periods are in line with MU semesters.
- Fee split to be consistent with services provided.
- Electronic content to be supported via the Internet.
GUIDELINES FOR MRE DELIVERY MODEL BY OFF CAMPUS LEARNING

Responsibilities of MU and UT

The tables that follow list the proposed division of responsibilities between Monash University (MU) and The University of Tennessee (UT). They are adapted closely from the model evolved from experience and used by MU for similar course delivery with other educational representatives, amended in the light of experience with the initial years of operation.

Tasks are classified into four main areas, namely Marketing and Recruitment, Teaching, Student Administration, Infrastructure and Support Services. Marketing and Recruitment will primarily be the responsibility of UT, with support from MU as required and agreed. Teaching and associated tasks, such as the preparation and publication of course materials will be the responsibility of MU. The administration of student records is the responsibility of MU, with assistance from UT in the processing of applications from students. Relevant infrastructure and support services will be maintained and provided by UT.

The responsibilities listed below, while comprehensive, may need to be revised from time to time after consultation and by mutual agreement between MU and UT. MU responsibilities are variously undertaken by the School of Applied Sciences and Engineering and other parts of MU.
## Marketing and Recruitment

<table>
<thead>
<tr>
<th>Task</th>
<th>Responsibilities of MU</th>
<th>Responsibilities of UT</th>
</tr>
</thead>
</table>
| **General Promotion of programs** | - Consult with UT on marketing strategies and sales campaigns  
- Advise as requested on media advertisements  
- Provide copy as requested for direct mail campaigns  
- Maintain relevant details on MU Web pages  
- Research promotional materials | - Consult with MU on marketing strategies and sales campaigns  
- Design local media advertisements  
- Place media advertisements  
- Conduct promotional campaigns  
- Design promotional material and advertisements  
- Administer and post direct mail  
- Design and print course brochures  
- Maintain relevant details on UT Web pages |
| **Inquiries from the public** | - Advise UT on administration criteria, course requirements, etc  
- Provide back-up advice to public as required, via email, fax and post | - Provide a point of contact for general inquiries  
- Provide general advice on all aspects of the program  
- Counsel prospective students  
- Provide application forms and supporting information to applicants  
- Record inquiries  
- Maintain mailing lists |
| **Applications for admission** | - Vet all applications  
- Load applicant details onto applicant database  
- Approve or reject applications  
- Compose and send offer letters  
- Compose and send rejection letters  
- Forward correspondence with applicants to UT  
- Create and maintain student records on official student database  
- Maintain official student files  
- Process advanced standing determinations (i.e. credits sought by applicant for other studies) | - Accept applications  
- Assist applicants to complete application forms  
- Transfer applicant data to MU (ideally electronically)  
- Assist students to plan initial study programs  
- Sight original or certified copies of documents and make and certify copies to be faxed  
- Record applicant details  
- Forward applications to MU  
- Answer inquiries from applicants about application status, etc. |
| **Student Orientation** | - Timely generation of computer accounts and news groups (if used)  
- Consult with UT on course administration  
- Advise UT staff on matters relating to course requirements and course regulations | - |
| **Market research** | - Identify potential new markets | - |
### Teaching and Assessment

<table>
<thead>
<tr>
<th>Task</th>
<th>Responsibilities of MU</th>
<th>Responsibilities of UT</th>
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<tbody>
<tr>
<td><strong>Course Materials</strong></td>
<td>• Advise on set texts</td>
<td>• Arrange for stocking of textbooks through UT bookshop, if needed</td>
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<td>• Prepare course materials</td>
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<td>• Print materials</td>
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<td></td>
<td>• Dispatch materials to students in a timely fashion</td>
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<td>• Update materials as required</td>
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<td><strong>Delivery of content</strong></td>
<td>• Teach unit content</td>
<td>• Fax student inquiries to MU teaching staff if email service fails</td>
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<td>• Design and set learning exercises</td>
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<td>• Maintain regular electronic communication with students.</td>
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<td><strong>Tutorial support</strong></td>
<td>• Arrange Residential School program in consultation with UT</td>
<td>• Arrange annual Residential School to provide lectures, guest lecturers, site visits, syndicate activities, etc.</td>
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<td>• Advise students of availability of past exam-papers via Library</td>
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<tr>
<td><strong>Assessment</strong></td>
<td>• Prepare assignment questions and examination papers</td>
<td>• Assist with organisation of examinations, if required</td>
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<td>• Mark and grade all assessment</td>
<td>• Assist with venue and an invigilator for deferred or supplementary examinations if required</td>
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<td>• Provide feedback to students on progress</td>
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<td></td>
<td>• Arrange for end of semester examinations **</td>
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<td>• Prepare examination timetables</td>
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<td></td>
<td>• Prepare and issue examination advice to students</td>
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<td></td>
<td>• Arrange for invigilation of examinations</td>
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<tr>
<td></td>
<td>• Mark all examination papers</td>
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<td>• Convene a Board of Examiners at the end of each semester to review and ratify student grades</td>
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<td>• Report student results as Pass, Fail, WH to UT</td>
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</table>
# Administration and Student Support

<table>
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<tr>
<th>Task</th>
<th>Responsibilities of MU</th>
<th>Responsibilities of UT</th>
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</thead>
</table>
| **Course Administration** | • Maintain official student records and enrolment details  
• Approve re-enrolments  
• Produce enrolment advice letters and send to students  

Note: closing date for applications must be no later than 31 January, and 30 November is preferred. | • Enter student enrolment data  
• Transfer student data to MU  
• Maintain course lists  
• Distribute re-enrolment forms if requested  
• Counsel students on study programs |
| **Unit Administration** | • Check unit class lists  
• Respond to academic queries  
• Maintain records of student marks and grades | • Provide advance estimates of class numbers  
• Provide a point of contact for students  
• Forward academic queries to MU staff |
| **Student Counselling** | • Assist with course counselling as required | • Counsel students facing study problems or requiring course amendments  
• Advise students of administrative rules and updates to administrative rules and procedures |
## Infrastructure and Support Services

<table>
<thead>
<tr>
<th>Task</th>
<th>Responsibilities of MU</th>
<th>Responsibilities of UT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Library Services</strong></td>
<td>• Provide access to MU Library services via the Internet</td>
<td>• Collect moneys on behalf of MU from students enrolled in the course</td>
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<td></td>
<td>(Availability of on-line services: databases, electronic books and journals, etc. is ever-growing)</td>
<td>• Record all details of payments</td>
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<td>• Remit to MU the agreed portion of fees collected</td>
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<td></td>
<td></td>
<td>• Fee and enrolment reconciliation to be agreed by MU</td>
</tr>
<tr>
<td><strong>Fees Collection</strong></td>
<td>• Fee and enrolment reconciliation to be agreed by UT</td>
<td></td>
</tr>
<tr>
<td><strong>Graduations</strong></td>
<td>• Advise UT of student completions</td>
<td>• Obtain feedback from completing students</td>
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<tr>
<td></td>
<td>• Provide students with information on application to graduate</td>
<td>• Seek testimonials for use in course promotion</td>
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<tr>
<td></td>
<td>• Process applications to graduate</td>
<td>• Follow up graduates with regard to industry acceptance of qualification</td>
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<td>• Print and provide degree, etc. testamurs and course transcripts</td>
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<td></td>
<td>• Arrange and conduct graduation ceremonies*** as appropriate</td>
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** Examinations are to be arranged anywhere in the world by the MU Examinations Branch. All examinations commence at either 9:30 am or 2:30 pm local time. Examination question papers are collected afterwards and returned with the answer papers.

An alternative examination may be arranged should a student be unable to attend at the set time, and produce proof (e.g., a medical certificate).

*** MU invites all graduands to attend a ceremony at any MU campus where Engineering graduations occur. Given travel costs, many off-campus learning graduates from Australia and other countries choose not to attend the ceremony and graduate “in absentia”.

Note on “credit points” value for MU units of study. A credit point corresponds to an hour of class time held each week of a 13 week semester. So, a 6 CP unit would have 78 hours scheduled in class, as given in the annual MU undergraduate and postgraduate handbooks (print versions and on the web). Whether units are offered in the on-campus mode, or by off-campus learning (OCL), the content is considered the same.

RSB/TVB 17 July 2006
**TABLE II dated 7 Sep 2006**

**GUIDELINES on PROCESS for APPLICATION, ENROLMENT, RE-ENROLMENT, FINALISATION OF STUDENT UNIT GRADES**

(Some actions proceed in parallel)

<table>
<thead>
<tr>
<th>Step</th>
<th>Actions by MU for all students, except where noted in next column for students who enrol direct with University of Tennessee</th>
<th>Differences for North America to/by University of Tennessee (UT)</th>
</tr>
</thead>
</table>
| 1    | Applicant completes MRE Application Form for off-campus study (from School website) and sends to the MU School of Applied Sciences and Engineering, with:  
- Certified copy of degree or diploma testimonial  
- Certified copy of results transcripts  
- CV/resume  | Same, but applicant uses and sends UT application form to UT, with Credit Card Number or check for payment of the Application Fee.  
UT faxes MRE Application Form and documents to MRE Enrolments Officer on +61 3 5122 6738, with UT signature stamp on each page to verify them (or sends original documents by airmail). |
| 2    | If application incomplete, applicant is asked to supply missing items.  
UT helps with telephone contact as required.  |  |
| 3    | File raised by MRE Enrolments Officer, School of Applied Sciences and Engineering.  |  |
| 4    | File passed to Program Co-ordinator for interim approval (borderline cases discussed with Manager, Graduate Student Services).  |  |
| 5    | As approved, Co-ordinator enters salient details on his summary spreadsheet, returns file to MRE Enrolments Officer for creation of CALLISTA entry, including creation of student ID#.  | As each student is approved, MRE Enrolments Officer tells UT (mrc@utk.edu) of approval. |
| 6    | MRE Enrolments Officer writes and sends applicant the official Letter of Offer, confirming study program, plus:  
- Instruction sheet on how to complete on line the forms required for Government statistics, etc.  
- Acceptance of Offer form.  
- Request for photo for Student ID Card.  | MRE Enrolments Officer notifies UT that Letter and other documents have been sent.  
UT sends “localised” welcome letter to student with invoice.  
UT notifies MRE Enrolments Officer by email when fees have been paid. |
| 8    | MRE Co-ordinator emails personal welcome message to encourage acceptance of offer. Message lists required textbooks and purchase details to encourage preliminary reading.  |  |
| 9    | Student returns Acceptance, ID card request form and photo. Administrative actions resulting are (just prior to start of teaching semester):  
- Confirmation of place in program and units of study, exam centre, self-help group.  
- Mailing of Student ID card (Client Services – Gippsland, to all).  
- Fees notice (Fees Branch – Clayton).  
- Despatch of study materials (by study units, so these may be in more than one batch per student), (by Off Campus Learning  | In addition:  
Student pays fees to UT (by credit card authorization, or check);  
UT tells MRE Enrolments Officer MRE@sci.monash.edu.au that fees have been paid. |
<p>| | | |</p>
<table>
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<tbody>
<tr>
<td>MRE Enrolments Officer updates the CALLISTA student database, and OCLC sends study materials.</td>
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<tr>
<td>Centre.</td>
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<tr>
<td>• Despatch of other materials, including: Student Resource Guide (much is irrelevant to outside Australia), Computer Resource Guide (much irrelevant outside Australia), Off-campus Guide (much irrelevant outside Australia).</td>
<td>MRE Enrolments Officer checks status regularly and tells UT, who sends invoice to student.</td>
<td></td>
</tr>
<tr>
<td>• Co-ordinator ensures that all have access to the GEG9000 MRE STUDIES MUSO site.</td>
<td>UT tells MRE Enrolments Officer when fees are paid.</td>
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<tr>
<td></td>
<td>MRE Enrolments Officer enters details into database, so that study materials are mailed.</td>
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<tr>
<td>10</td>
<td>MU sends invoice to UT for MU portion of tuition fees, no later than 30 May. (NB withdrawal by 30 April voids fees).</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Students wishing to take Intermission from all studies request the form, and apply, giving reasons. MRE Enrolments Officer processes on CALLISTA, and notifies UT. (Note: complete withdrawal from a unit or the whole program only requires an email to Co-ordinator).</td>
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<tr>
<td>12</td>
<td>For existing students: re-enrolment in following years – students do directly on the web, via the Web Enrolment System (WES), unless difficulty, when paper form can be requested and faxed.</td>
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<tr>
<td></td>
<td>(Note: re-enrolment may need to be done before final results are known. Students should re-enrol on the assumption that they have passed. It is easier to amend downwards later than upwards).</td>
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</tr>
<tr>
<td>13</td>
<td>When study year period ends, and grading is completed, student results are finalised at Board of Examiners (late November). Co-ordinator records student grades for any who are unpaid, and ensures WH is entered. Final grade is entered when confirmation of payment has been received. Summary of results are sent to UT.</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>MU pays invoice as agreed.</td>
<td>UT calculates amount to be paid by MU for marketing in previous calendar year.</td>
</tr>
</tbody>
</table>
THE UNIVERSITY OF TENNESSEE
STANDARD TERMS AND CONDITIONS

The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature page of this Contract.

2. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.

3. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.

4. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.

5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.

6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.

7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or State constitutions and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of non-discrimination.

8. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.

9. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.

10. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.

The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interest outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:

A. A Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.

B. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
   - Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
   - Unfair advantage to or favored treatment for a third party outside the University.

C. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.

The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:

A. Any partners or employees of the Contractor who are also employees of the University.

B. Any relatives of the Contractor's partners or employees who work for the University.

C. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
12. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.

13.(Rev) It is understood that each University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed by each respective university in the course of performance under this Contract.

14. The Contractor shall submit progress reports to the University at least quarterly, unless the term of this Contract is three months or less.
# CONTRACT REVIEW FORM

**Contract Tracking #: 98438**

**TO BE COMPLETED BY DEPARTMENT**

<table>
<thead>
<tr>
<th>CAMPUS/ENTITY:</th>
<th>Knoxville</th>
</tr>
</thead>
<tbody>
<tr>
<td>TO:</td>
<td>CONTRACT OFFICE Monica Long</td>
</tr>
<tr>
<td>RESPONSIBLE PERSON:</td>
<td>Thomas V. Byerley</td>
</tr>
<tr>
<td>PREPARED BY:</td>
<td>Robbyn Hensley</td>
</tr>
<tr>
<td>PHONE:</td>
<td>974-9627</td>
</tr>
<tr>
<td>UT DEPT:</td>
<td>Maintenance and Reliability Center - Monash</td>
</tr>
<tr>
<td>COST CENTER/WBS #:</td>
<td>E0113010001</td>
</tr>
<tr>
<td>PURPOSE/TITLE:</td>
<td>Collaborate on delivery of maintenance and reliability engineering and management courses via distance education.</td>
</tr>
</tbody>
</table>

**AGENCY OR INDIVIDUAL: (Name):** Monash University

**ADDRESS:** Gippsland Campus

**CITY:** Churchill, Victoria, Australia

**STATE:**______ **ZIP:** 3842

**FEDERAL ID #: (If Agency):** N/A

**U.S. CITIZEN?** Yes [ ] No [ ]

**IF NO. VISA TYPE:**

**COUNTRY:**

**CONTRACT PERIOD FROM:** January 1, 2007

**TO:** December 31, 2011

**AMOUNT:**

**CUMULATIVE**

**WILL MONEY BE RECEIVED BY UT?** Yes [ ] No [ ]

**ACCT # TO BE CHARGED/CREDITED:** 011301080

**INVOCED BY:** UT-MRC

**RETURN INSTRUCTIONS**

( ) Return By Mail To: Robbyn Hensley

508 E. Student Hall-0780

[Signature] [Date: 12/11/06]

Please Call For Pickup (Name):

[Signature] [Date:]

Telephone:

[ ] Approval: [ ] Approval: [ ] Approval: [ ] Approval: [ ]

[ ] Approval: [ ] Approval: [ ] Approval: [ ] Approval: [ ]

[ ] Approval: [ ] Approval: [ ]

Completed Contract Certification must appear on reverse side or be attached

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**FOR CONTRACT OFFICE USE ONLY**

Campus Delegated: [ ] Non-Delegated: [ ]

Review Only: [ ]

Rush: [ ]

Walk Thru: [ ]

Contract Office and/or Officer Comments (If Applicable):

Signed By Authorized Designer: Date: [ ]

Sent To Treasurer’s Office: Date: [ ]

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**FOR TREASURER’S OFFICE USE ONLY**

Treasurer’s Comments (If Applicable): [ ]

General Counsel’s Comments (If Applicable): [ ]

Signed By VP: Date: [ ]

Sent To VP: Date: [ ]

[ ] Filed In Treasurer’s Office: Date: [ ]

---

The University of Tennessee Contract Review Form (Rev. 06/06)
<table>
<thead>
<tr>
<th>Topic</th>
<th>Certification [Initials or NA if not applicable]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Understanding of Parties</td>
<td>I have read the contract and all attachments. All documents incorporated by reference are attached. All terms and conditions agreed to by University are included, and no unacceptable term or condition is included. Risk Management Office will be provided a copy of Contract Review Form when appropriate. <strong>Originating Office</strong> T/D</td>
</tr>
<tr>
<td>Performance</td>
<td>University can perform all of its duties under the contract. No conflict exists between this contract and other known University obligations. <strong>Originating Office</strong> T/D</td>
</tr>
<tr>
<td>Completeness</td>
<td>University is the contracting party. Beginning date and ending date are included. Payments and payment schedule are specific. Maximum liability is stated if University is procuring services. <strong>Originating Office</strong> T/D</td>
</tr>
<tr>
<td>Conflict of Interests</td>
<td>Other party is not, and for previous six months has not been, a University or state employee. Other party is not an entity in which a University employee/spouse/dependent child is sole proprietor, partner, or has a controlling interest. Other party is not an entity in which a University employee/spouse/dependent child holds more than a 5% non-publicly traded interest if employee directly or indirectly influenced the contract decision. <strong>Originating Office</strong> T/D</td>
</tr>
<tr>
<td>Independent Contractor</td>
<td>If University is procuring personal services, the contractor is an independent contractor, not an employee, under the guidelines stated in Fiscal Policy No. 130 and on the reverse side of the Request for Special Payment Form (T-27). <strong>Originating Office</strong> T/D</td>
</tr>
<tr>
<td>Biddable Goods &amp; Services</td>
<td>If contract was not procured through Purchasing, goods/services are non-biddable within guidelines stated in Fiscal Policy No. 130. <strong>Originating Office</strong> T/D</td>
</tr>
</tbody>
</table>

Prohibited Provisions

All prohibited provisions have been deleted or modified in accordance with Fiscal Policy No. 130. Specifically, the following prohibited provisions have been deleted or acceptably modified:
- Governing law (choice of law) of another state
- Jurisdiction and venue in any state or federal court
- University to indemnify or hold harmless
- University to purchase insurance
- Arbitration
- Multi-year commitment of unencumbered funds

Audit

If University is procuring services, contract requires other party to maintain records in accordance with generally accepted accounting principles, and University has right to audit records for 3 years after final payment.

Limitation of Liability

If contract contains a limitation of other party's liability (other party will not be responsible for indirect, consequential, or punitive damages; limitation of warranties; or limitation of liability to a set amount or repair or replacement), risk of liability and loss to University have been considered and found acceptable.

<table>
<thead>
<tr>
<th>Contract Tracking #</th>
<th>Project Tracking #</th>
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<tbody>
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<table>
<thead>
<tr>
<th>Date</th>
<th>Dept Acct. #</th>
<th>Agency</th>
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</thead>
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