



INSTITUTION SERVICES AGREEMENT

Medibank Private Limited

ABN 47 080 890 259

**Institution Name: The University of Technology Sydney (ABN
77 257 686 961)**

Services Agreement Details

Date of Agreement	01 January 2024						
Parties	Name	Medibank Private Limited (Medibank)					
	ABN	47 080 890 259					
	Address	Level 4, 720 Bourke Street Docklands VIC 3008					
	Name	The University of Technology Sydney (Institution)					
	ABN	77 257 686 961					
	Address	15 Broadway, Ultimo, New South Wales, 2007					
Commencement Date	1st January 2024						
Expiry Date	31st December 2026						
Extension term	The parties may agree in writing at any time before the Expiry Date to extend the term by 2 periods of 1 year each.						
Product	<input checked="" type="checkbox"/> Medibank Comprehensive OSHC as summarised in Schedule 4 <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <input type="checkbox"/> Pay on upload <input checked="" type="checkbox"/> Pay later </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <input type="checkbox"/> Base Commission in arrears <input checked="" type="checkbox"/> Net of Base Commission </div>						
Base Commission rate	25% (including GST)						
Relationship Managers	Medibank	Name:	Jason Elias				
		Address:	720 Bourke St Docklands, VIC, 3008				
		Email:	Jason.elias@medibank.com.au				
		Phone:	[REDACTED]				
	Institution	Name:	Tim Maillet				
		Address:	15 Broadway, Ultimo, NSW, 2007				
		Email:	Tim.Maillet@uts.edu.au				
		Phone:	[REDACTED]				
		Banking Details		Name of bank:	National Australia Bank	BSB:	[REDACTED]
				Account name:	University of Technology Sydney	Account no.:	[REDACTED]

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Institution Services Agreement

Parties

As set out in the Services Agreement Details.

Background

- A. Institution provides educational services to students.
- B. It is a condition of Australian student visas that international students have overseas student health cover provided by an Australian health insurance fund.
- C. Medibank sells the Products, among other health related products and services.
- D. Institution has agreed to provide the Institution Services to Medibank, and Medibank has agreed to provide the Medibank Services to Institution, on the terms set out in this Agreement.

Operative provisions

1 Definitions and interpretation

1.1 Definitions

In this Agreement, unless the context requires otherwise, the following terms have the following meanings:

Agreement means this agreement including the Services Agreement Details, the Schedules and any annexures;

Application Form means an application form in the format specified by Medibank which must be completed in order for a Student to apply for membership of Medibank and to obtain a Product;

Authority means:

- (1) any government (whether federal, state, territorial, local or otherwise);
- (2) any statutory, public, governmental, semi-governmental or judicial body, entity, department or authority; and
- (3) any minister, officer, delegate or other representative of the government agency acting in that capacity,

located in Australia, and if an authority or other body or entity ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (**defunct body**), then a reference to the defunct body is a reference to the authority or other body or entity that performs most closely the functions of the defunct body;

Base Commission means the Base Commission payable by Medibank to Institution in accordance with clause 8;

Business Day means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made;

Business Ethics Laws means the Laws applicable to a person carrying on a business in relation to the following:

- (1) fundamental human rights and in particular the prohibition of:
 - (a) using child labour and any form of forced or compulsory labour; and
 - (b) organising or supporting any form of discrimination amongst its employees or towards its suppliers and subcontractors;
- (2) labour, immigration and prohibition of illegal work; and
- (3) anti-bribery and corruption, including prohibition of bribery of governmental officials or any other giving or receiving of bribes between private commercial parties in connection with conducting business, including the *Criminal Code Act 1995* (Cth);

Commencement Date means the commencement date specified in the Services Agreement Details;

Confidential Information means all information whether oral, graphic, electronic, written or in any other form, that is not generally available to the public at the time of disclosure other than by reason of a breach of this Agreement or that is in fact, or should reasonably be regarded as, confidential to the party to whom it belongs or relates, and includes the terms of this Agreement;

Controller means, in relation to a person:

- (1) a receiver, receiver and manager, administrator or liquidator (whether provisional or otherwise) of that person or that person's property; or
- (2) anyone else who (whether or not as agent for the person) is in possession, or has control, of that person's property to enforce a mortgage, charge or other encumbrance;

Expiry Date means the expiry date specified in the Services Agreement Details, which may be extended as set out in the "extension term" of the Services Agreement Details;

GST has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Insolvency Event in relation to a party, means any one or more of the following events or circumstances:

- (1) the party enters or threatens to enter into bankruptcy, liquidation or any other form of insolvency, administration, management or receivership or enters into any scheme or arrangement with its creditors;
- (2) being in liquidation or provisional liquidation or under administration;
- (3) having a Controller or analogous person appointed to it or any of its property;
- (4) being taken under section 459F(1) of the *Corporations Act 2001* (Cth) to have failed to comply with a statutory demand;
- (5) being unable to pay its debts or being otherwise insolvent;
- (6) becoming an insolvent under administration, as defined in section 9 of the *Corporations Act 2001* (Cth);
- (7) entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; and
- (8) any analogous event or circumstance under the laws of any jurisdiction;

Institution Services means the services provided by Institution to Medibank as set out in Schedule 1;

Intellectual Property Rights means all present and future intellectual and industrial property rights conferred by law and whether existing now or in the future, including:

- (1) patents, designs, copyright, rights in circuit layouts, plant breeder's rights, know how, domain names, inventions, trade secrets and any other rights subsisting in the results of intellectual effort in any field, whether or not registered or capable of registration;
- (2) any application or right to apply for registration of any of those rights;
- (3) any registration of any of those rights or any registration of any application referred to in paragraph (2); and
- (4) all renewals and extensions of those rights;

Laws means all laws applicable in Australia including:

- (1) any statute, regulation, rule, by-law, ordinance, proclamation, judgment, treaty, decree, convention, rule or principle of common law or equity, rule of any applicable stock exchange, or requirement or approval (including conditions) of an Authority;
- (2) any regulation, rule, by-law, ordinance, proclamation or judgment made under that law; and
- (3) that law as amended, consolidated, supplemented, re-enacted or replaced;

Medibank Data means all data (including Personal Information), information, text, drawings or other materials, embodied in any electronic or tangible medium relating to Students' Medibank membership (including information of Students' health related claims), that is disclosed by, accessed from or made available to Institution by Medibank for the purpose of this Agreement;

Medibank Services means the services (if any) provided by Medibank to Institution as set out Schedule 2;

Modern Slavery Laws means all Laws in any jurisdiction relating to prohibiting, preventing, reporting on and addressing the risks of modern slavery, including the *Modern Slavery Act 2018* (Cth) and any relevant regulations or ancillary legislation published in respect of it;

Modern Slavery Offence means any conduct or practices which amount to an offence under any of the Modern Slavery Laws;

Personal Information means information relating to identifiable individuals and includes all information relating to individuals that is protected by privacy laws or data protection laws in the country where:

- (1) the individuals are located; or
- (2) the data relating to those individuals is processed;

Personnel means each of Institution's employees, officers, contractors, agents, representatives and volunteers;

Portal means Medibank's online system known as Medibank Access made available to Institution under this Agreement for the submission of Application Forms and the management of memberships (amongst other things);

Portal Terms and Conditions means the terms and conditions that apply to the Portal as specified in Schedule 3;

Premium means in relation to a Product issued to a Student, the amount payable to Medibank under that policy;

Privacy Laws means all applicable legislation relating to privacy and data protection and includes the *Privacy Act 1988* (Cth) (including the Australian Privacy Principles);

Product means a policy of overseas student health cover sold by Medibank under any of its brands, as specified in the Services Agreement Details, and any other products agreed between the parties in writing from time to time;

RCTI has the meaning given in clause 11.3(2);

Relationship Manager means the persons appointed in accordance with clause 13, as set out in the Services Agreement Details;

Services Agreement Details means the "services agreement details" set out on page "i" of this Agreement;

Student means any person who is enrolled, or proposes to enrol, in a course of education offered by Institution; and

Term means the term commencing on the Commencement Date and expiring on the Expiry Date, including any extension term as set out in the Service Agreement Details and any period of holding over under clause 2.2.

1.2 Interpretation

In this Agreement, headings are for convenience only and must be ignored in interpreting this Agreement, and unless the context requires otherwise:

- (1) a reference to the singular includes the plural and vice versa;
- (2) a reference to a document of any description (including this Agreement) is a reference to that document as amended, consolidated, novated, assigned, replaced or supplemented;
- (3) a reference to a thing includes the whole and each part of it separately;
- (4) "including", "for example" and similar expressions must be construed as if they were followed by "but without limitation";
- (5) other grammatical forms of a defined word or phrase have a corresponding meaning;
- (6) the word "person" (including a party) includes:
 - (a) a natural person, company, other body corporate, partnership, firm, joint venture, trust, association, Authority and any other body or entity whether incorporated or not; and
 - (b) that person's successors, permitted assigns, substitutes, executors and administrators;
- (7) money amounts are taken to be in Australian currency;
- (8) a reference to a time is a reference to the time in Melbourne, Australia;
- (9) a provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement; and
- (10) if an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

2 Term

- 2.1 This Agreement commences on the Commencement Date and expires on the Expiry Date, unless terminated earlier in accordance with this Agreement.
- 2.2 If Institution continues to provide the Institution Services with Medibank's consent after the Expiry Date:
- (1) this Agreement will become an agreement on a month-to-month basis (except if a term is inconsistent with the nature of a month-to-month agreement); and
 - (2) without limiting any other rights under this Agreement, either party may terminate the month-to-month agreement contemplated by this clause 2.2 by giving one month's written notice to the other party.

3 Engagement and Relationship

- 3.1 Institution is engaged by Medibank as an independent contractor to provide the Institution Services and no relationship of employment, partnership, joint venture or agency exists between the parties.
- 3.2 Unless and until Medibank notifies Institution in writing that the scope of its appointment extends to include additional insurance covers offered by Medibank, its appointment as an intermediary of Medibank is only for the purposes of introducing Students to appropriate Products and assisting those Students in applying for any of these Products where they choose to purchase such Products.
- 3.3 Institution is not authorised to act as an agent for Medibank and Institution must not represent itself, and must ensure its Personnel do not represent themselves, as having any authority to create or effect legal rights or duties on behalf of Medibank.
- 3.4 Institution is not authorised to accept any application for membership of Medibank on behalf of Medibank except for the sole purpose of conveying an Application Form to Medibank.
- 3.5 Institution must not in any way represent that a Product is a product of Institution's.

4 Services

4.1 Medibank Services

Medibank must provide the Medibank Services and the Products on the terms and conditions of its Product policies and otherwise in accordance with this Agreement.

4.2 Institution Services

Institution must provide the Institution Services in accordance with this Agreement.

- 4.3 The parties acknowledge that the provision of the Medibank Services and the Institution Services is to their mutual benefit and that this Agreement will allow each party to increase their respective businesses and conduct those businesses efficiently.
- 4.4 Nothing in this Agreement limits or restricts a Student from obtaining overseas student health cover from a provider of their choice.

5 Parties' obligations

- 5.1 Each party must, in relation to the services provided by that party under this Agreement, perform the services:
- (1) in a proper, competent and professional manner;

- (2) at its cost and expense; and
- (3) strictly in accordance with:
 - (a) all applicable Laws, and industry standards (whether mandatory or not), and the requirements of all relevant Authorities;
 - (b) high ethical standards (including treating all Students with courtesy and respect); and
 - (c) the reasonable and lawful directions of the other party, and any policies, codes of conduct and/or operational procedures belonging to the first party of which the other party has been given notice.

5.2 Without limiting any provision of this Agreement, each party must:

- (1) maintain any professional accreditation, registration or licence that is necessary for the purposes of working in or undertaking its ordinary course of business, including, in the case of Medibank, the sale of the Products and the provision of the Medibank Services and in the case of the Institution, providing services as an intermediary in respect of the sale of Products;
- (2) in relation to the services provided by it under this Agreement, immediately notify the other party if anything causes or is likely to cause a material adverse effect on it or its ability to perform the services it provides under this Agreement;
- (3) ensure that all material and information it provides to the other is full, accurate and complete;
- (4) take steps to ensure that no actual or potential conflict of interest exists that may affect the performance of its obligations under this Agreement;
- (5) ensure that its Personnel who are involved in providing the services under this Agreement have appropriate skills, training and experience and comply with the first party's obligations under this Agreement; and
- (6) unless otherwise agreed by the other party, maintain professional indemnity insurance and public liability insurance, in each case for at least \$5 million per claim and must provide the other party with certificates of currency in respect of such insurance where requested by the other party.

6 Institution's duties

- 6.1 Unless previously authorised by Medibank, Institution must not make any representations about the Products to Students.
- 6.2 Institution will refer to Medibank all queries or issues about any of the Products, Medibank, laws or other matters relating to private health insurance, which the Institution cannot answer or is unsure of the answer. Where Institution is authorised by Medibank to make representations about the Products to Students, then Institution must make it clear that any information provided in the interim is subject to confirmation by Medibank.
- 6.3 Where Institution is authorised by Medibank to make representations about the Products to Students, then:
 - (1) Institution must not make any representations to Students that contradict the terms and conditions that apply to relevant Products (including terms describing premiums, benefit payments, benefit limitations, waiting periods and other restrictions) unless those departures from published terms and conditions have been expressly advised to Institution in advance by Medibank, and Institution will use its best efforts to ensure that a Student does not continue under any misapprehension in relation to the Products which Institution becomes aware of; and

- (2) if reasonably requested and facilitated by Medibank, Institution must undertake compliance training relating to obligations under competition and consumer law and such other areas of law as may be reasonably requested by Medibank.

- 6.4 Institution must not, to the best of its knowledge, make any false or inaccurate representations (in any form) to consumers about Medibank or OSHC.
- 6.5 Institution must ensure it has obtained the Student's prior consent to Institution taking action on his or her behalf, including the provision of information to Medibank, representing that Student in relation to any dealings with Medibank and receiving information from Medibank (including information of a personal and/or sensitive nature).

7 Payment of Premiums

- 7.1 Medibank will require payment of the relevant Premium in accordance with this clause 7. The Premiums will be as specified by Medibank from time to time on the Portal or by notice in writing.
- 7.2 Where Medibank agrees in advance with Institution, a Student may pay the Premium for their Product application online through the Portal:
 - (1) by the Student's own credit card; or
 - (2) if Medibank notifies Institution that a Student may make payment by direct debit from the Student's own bank account at any time, Institution must notify each Student that the option is available and facilitate them making payment by direct debit if the Student so requests.
- 7.3 If a Student does not pay the Premium for their Product application online under clause 7.2, Institution must:
 - (1) collect the Premium from the Student; and
 - (2) make payment of the Premium on behalf of the Student to Medibank in accordance with clause 7.4 or 7.5 (as applicable).

7.4 Pay on upload

Where Medibank agrees to a "pay on upload" arrangement with Institution, Institution must pay to Medibank the Premium for each Student's Product application online through the Portal by credit card (or any other method directed by Medibank) on submission of the Application Form (irrespective of whether Institution has received the Premium from the Student under clause 7.3).

7.5 Pay later

Where Medibank agrees to a "pay later" arrangement with Institution, this clause 7.5 will apply.

- (1) Institution must pay to Medibank the Premium for each Student's Product application by credit card, electronic funds transfer or any other method specified by Medibank within 30 days of the date of the RCTI issued by Medibank to Institution (and irrespective of whether Institution has received the Premium from the Student under clause 7.3).
- (2) If Institution fails to pay the Premium within 14 days of the due date specified in the RCTI, then:
 - (a) Medibank may, in its absolute discretion, determine that any or all of the following applies:
 - (i) apply a late payment fee (an amount to be determined by Medibank acting reasonably) based on the number of unpaid Premiums;
 - (ii) clawback the Base Commission deducted, in part or in full, for the outstanding Premiums, and Institution foregoes any entitlement that

Institution would otherwise have to that Base Commission under this Agreement; and/or

- (iii) Institution's Portal account will be terminated or restricted to 'read only' access with immediate effect; and
 - (b) in addition to any other indemnities in this Agreement, Institution indemnifies Medibank in relation to all costs incurred by Medibank for the purposes of obtaining payment from Institution of those Premiums, regardless of whether or not those Premiums are recovered via the processes giving rise to those costs, and this extends to any costs payable by Medibank to third parties for debt-collection or similar services (and whether charged on a Base Commission basis or otherwise).
 - (3) If Institution fails to pay any amounts due and owing to Medibank in accordance with this Agreement after the date due for payment, then interest calculated at the interest rate will be due and payable by Institution to Medibank on demand. For the purposes of this clause 2.2 of this Schedule 4, **interest rate** means the then current rate fixed under the *Penalty Interest Rates Act 1983* (Vic).
 - (4) If Institution makes a payment to Medibank via credit card or other agreed means and the payment rejects or dishonours, Medibank will recover full costs from Institution.
- 7.6 Institution acknowledges that if Institution or the Student (as relevant) does not pay the Premium to Medibank in accordance with this Agreement, the Product application to which the unpaid Premium relates will not be valid and a Product policy will not be effected between Medibank and the Student who made the Product application.
- 7.7 Institution indemnifies Medibank for any claims made by a Student where the Student has paid the necessary Premium to Institution and Institution, in breach of this Agreement, has not remitted the Premium to Medibank.

8 Base Commission

- 8.1 In consideration of the provision of the Institution Services, Medibank will pay Institution the Base Commission in accordance with this clause 8.
- 8.2 Subject to clause 9, Institution will become entitled to payment of a Base Commission in respect of a Product taken out by a Student only after:
- (1) the Application Form submitted by, or on behalf of that Student, has been accepted by Medibank; and
 - (2) the Premium in respect of that Application Form has been paid in full, and received by Medibank, in accordance with this Agreement.
- 8.3 The Base Commission is calculated by multiplying the Base Commission rate specified in the Services Agreement Details against the full Premium payable and paid by the Student (being the GST inclusive price) in respect of a Product taken out by the Student, which Base Commission is payable in accordance with clause 8.4.
- 8.4 Subject to clause 8.2, payment of the Base Commission to Institution in respect of a Product taken out by a Student will be effected as follows:
- (1) where Medibank has agreed to a "net of Base Commission" arrangement with Institution, Medibank must set off the amount of the Base Commission for that Product against the amount of the Premium payable for that Product, which amount will be deducted at the time that payment of the Premium is due and payable to Medibank under clause 7.4 or 7.5 (as relevant); and

- (2) where Medibank has agreed to a "Base Commission in arrears" arrangement with Institution, Medibank will pay Institution the Base Commission on the 1st day of the calendar month after the date that the Product was taken out by the Student.

8.5 Each party must make available to the other any relevant documentation reasonably required for verification of any calculation of the Base Commission.

9 Base Commission and Cessation Events

If at any time (whether during or after the expiry or termination of this Agreement) a Student in respect of whom a Base Commission is payable or has been paid to Institution in accordance with clause 8.4, ceases to hold a Product and be a member of Medibank (**Student Cessation Event**) prior to the end of the period for which that Student paid the Premium in order to take out and maintain that Product, then:

- (1) if Medibank has not yet paid Institution a Base Commission in respect of that Student under clause 8.4, the Base Commission payable by Medibank to Institution in respect of that Student will be reduced by a percentage amount which is equally proportionate to the percentage amount of the Premium refundable by Medibank to such a Student on and from the date the Student Cessation Event occurs (and Medibank has no further liability to Institution in respect of the Base Commission for any such Student); and
- (2) if Medibank has already paid Institution a Base Commission, Institution must refund the amount of any reduction in Base Commission (as determined in accordance with clause 9(1)) to Medibank within 30 days of Medibank giving Institution written notice of the Student Cessation Event and its calculation of the amount owing to Medibank (as determined in accordance with clause 9(1)).

10 Refunds

10.1 If a Student has applied for a Product and the relevant Premium has been paid to Medibank in accordance with this Agreement, then Institution may request, on behalf of the Student, a refund of any unused portion of the Premium in the following circumstances:

- (1) where the Student does not arrive in Australia to take up studies;
- (2) where the Student has paid the Premium on the basis of an extended stay, but the extension of authorised stay is not granted by the Department of Home Affairs;
- (3) where the Student can prove that they were not resident in Australia for a continuous period of three (3) months or more while holding a valid Student visa;
- (4) the Student can prove that they had overseas student health cover provided by another insurer which includes the period covered by Medibank;
- (5) the Student is obliged to cease studies and leave Australia before the end of a period of approved stay for reasons beyond the control of the Student; or
- (6) the Student has been granted permanent residence in Australia or an Australian visa other than a Student visa,

provided that:

- (7) the Student has authorised Institution to request the refund on the Student's behalf; and
- (8) the request is accompanied by such evidence as Medibank reasonably requires and is in the form prescribed by Medibank.

- 10.2 Where Medibank receives from Institution a request for a refund of the Premium (or any part of it) under clause 10.1, and such request meets the circumstances and provisions set out in clause 10.1 (as assessed by Medibank) then Medibank will issue such refund to Institution by:
- (1) electronic transfer to the credit card or bank account from which the payment of the Premium was received by Medibank (or such other bank account as notified by Institution from time to time);
 - (2) the issue of a credit note via the Portal where Institution has access to the 'credit pool' functionality in the Portal; or
 - (3) any other method agreed by Medibank,
- Medibank will only make a refund to a bank account at a bank or other authorised deposit taking institution (so authorised under Australian law) in Australia.
- 10.3 Institution must remit any refund received under clause 10.2 to the Student as soon as reasonably practicable from receipt of that refund.
- 10.4 Institution indemnifies and must keep Medibank indemnified against all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against Medibank or which Medibank may pay, sustain or incur in connection with or arising from any failure by Institution to comply with clause 10.3.

11 Invoicing and GST

- 11.1 Words in this clause 11 which have a particular meaning in A New Tax System (Goods and Services Tax) Act 1999 will have the same meaning unless the context otherwise requires.
- 11.2 The Base Commission payable to Institution is based on the GST-inclusive amount of the Premium for the Product, and the payment of the Base Commission is itself inclusive of GST that applies by virtue of the Institution Services under this Agreement constituting a taxable supply.
- 11.3 In relation to the Base Commission payable by Medibank to Institution under this Agreement, the parties agree as follows:
- (1) Institution will not issue a tax invoice to Medibank;
 - (2) Medibank will instead issue a recipient created tax invoice to Institution identifying the transactions to which the payment relates and otherwise showing the calculation of the amounts (RCTI);
 - (3) Institution will provide its Australian Business Number to Medibank and Medibank will incorporate this in each RCTI;
 - (4) each party warrants that it is registered for GST purposes and that it will notify the other party if this registration ceases; and
 - (5) if either party has failed to comply with any of the requirements of "GSTR 2000/10 Goods and Services Tax: Recipient Created Tax Invoices", then Medibank will not issue an RCTI and instead:
 - (a) Institution must pay to Medibank, within 7 days of the receipt of any written order, statement or invoice, the amount of any Premiums received by Institution and specified in that order, statement or invoice; and
 - (b) Institution may issue a tax invoice that is valid for GST purposes to Medibank in respect of any Base Commission for the Institution Services relating to those Premiums.

- 11.4 Medibank will issue via the Portal the original or a copy of an RCTI to Institution within 28 days of making or determining the value of the taxable supply.
- 11.5 Where a "Base Commission in arrears" arrangement has been agreed with Medibank, Medibank will pay the Base Commission to Institution via direct deposit to the Australian bank account nominated by Institution under this Agreement.

12 Records

- 12.1 Institution must maintain accurate and complete accounts and records (Records) relating to the Institution Services, including applications for Products that it facilitates pursuant to this Agreement and Base Commissions paid to Institution.
- 12.2 Institution must keep Records for at least 7 years from their creation and will make these available, at Medibank's reasonable request, for inspection by Medibank (including any third party which has been engaged by Medibank) for the purposes of verification.

13 Relationship Manager

- 13.1 Each party must appoint a Relationship Manager to manage and review the party's obligations and rights under this Agreement.
- 13.2 The parties' Relationship Managers must meet in person or by telephone at mutually agreeable times to discuss without limitation:
- (1) each party's performance of its obligations under this Agreement;
 - (2) any avenues to develop the scope or nature of the parties' relationship;
 - (3) the assessment of Student satisfaction including any complaints received from a Student in relation to the services provided under this Agreement; and
 - (4) any issues of concern or any other matter in connection with this Agreement.
- 13.3 Each Relationship Manager must make available to the other any relevant documentation or information reasonably required to further these discussions.
- 13.4 A party may replace the Relationship Manager or otherwise change its contact details by notice in writing to the other party.

14 Confidentiality

- 14.1 Each party (**Receiving Party**) receiving, possessing or otherwise acquiring Confidential Information of the other party (**Disclosing Party**) acknowledges that the Disclosing Party's Confidential Information is the property of and confidential to the Disclosing Party. Subject to clause 14.2, the Receiving Party must:
- (1) keep the Disclosing Party's Confidential Information confidential and not directly or indirectly disclose, divulge or communicate the Confidential Information to, or otherwise place that Confidential Information at the disposal of, any other person without the prior written approval of the Disclosing Party;
 - (2) take all reasonable steps to secure and keep secure all Disclosing Party's Confidential Information coming into its possession or control; and
 - (3) not memorise, use, modify, reverse engineer or make copies, notes or records of the Disclosing Party's Confidential Information for any purpose other than in connection with the performance by the Receiving Party of its obligations under this Agreement.

14.2 The obligations of confidentiality under clause 14.1 do not apply to any information that:

- (1) is generally available to the public (other than by reason of a breach of this Agreement); or
- (2) is required to be disclosed by any applicable Law, but first notifies the Disclosing Party of the required disclosure (if possible).

15 Privacy

15.1 Each party undertakes to comply with:

- (1) all Privacy Laws (whether or not Institution is bound by the Privacy Laws); and
- (2) Medibank's privacy policy;

in the performance of its obligations under this Agreement.

15.2 Without limiting Institution's obligations under clause 15.1, each party must in relation to Personal Information to which it has access to under or as a result of this Agreement:

- (1) use the Personal Information only as necessary to fulfil its obligations under this Agreement and, in the case of Medibank, to fulfil its obligations under this Agreement and to fulfil its obligations to Students with respect to a Product;
- (2) only collect, access, use, store, disclose or otherwise deal with Personal Information disclosed by a party (**Discloser**) to the other (**Disclosee**) under this Agreement as directed by the Discloser (other than where such direction would cause the Disclosee to be in breach of any Law or its obligations under this Agreement);
- (3) not disclose Personal Information disclosed by the Discloser except:
 - (a) to the Disclosee's Personnel to the extent necessary for fulfilling its obligations under this Agreement and, in the case of Medibank, to fulfil its obligations to Students with respect to a Product;
 - (b) as required by Law, subject to the Disclosee giving notice to the Discloser promptly if the Disclosee becomes aware that such a disclosure may be required; or
 - (c) with the express prior consent of the Discloser;
- (4) ensure that any person to whom Personal Information is disclosed by a Discloser under this Agreement (other than to the Disclosee) does not do or omit to do anything which, if done or omitted to be done by the Discloser would constitute a breach of this clause 15;
- (5) obtain written agreement from all subcontractors to whom Personal Information is disclosed which has the same or substantially the same effect as this clause 15;
- (6) not do any act, engage in any practice, or omit to do any act or engage in any practice that:
 - (a) would result in a breach of the Privacy Laws if the Privacy Laws applied to those things done, engaged in or omitted to be done by that party; or
 - (b) would cause the other party to breach or be taken to breach a Privacy Law;
- (7) not disclose, enable access, export, store, transfer or transmit any Personal Information to a place or person (including to itself) outside Australia without the Discloser's prior written consent unless, in the case of Medibank the sharing of Personal Information outside Australia is required to fulfil its obligations to Students with respect to a Product;

- (8) notify the other party as soon as practicably possible if it becomes aware of any breach or alleged breach of its obligations under this clause 15 and comply with any reasonable direction from that party with respect to remedying that breach; and
- (9) give the other party all information reasonably required by that party to enable it to assess or audit its compliance with this clause 15 (provided reasonable notice of any requirement for such access is given by a party and that party must not cause unreasonable interference with the other's business and subject to its reasonable confidentiality obligations and requirements).

16 Publicity

16.1 Despite anything else in this Agreement:

- (1) Medibank may disclose to any person that it pays the Base Commission to Institution under this Agreement but it shall not disclose the amount of the Base Commission without the Institution's prior written consent (unless required by law); and
- (2) Institution must disclose to each Student that Medibank pays it the Base Commission under this Agreement pursuant to clause 1.3(3)(a) of Schedule 1, where required by any applicable Law or if requested by the Student.

16.2 Except as permitted under clause 19.5, Institution must not make any public statement or issue any press release or other publication concerning Medibank without Medibank's prior written consent.

17 Portal

17.1 During the term of this Agreement, Medibank grants Institution a non-exclusive, non-transferable, revocable, royalty-free limited right to access and use the Portal solely for the purpose of performing Institution's obligations under this Agreement.

17.2 Institution must comply with the Portal Terms and Conditions and all reasonable directions issued by Medibank regarding the use of the Portal.

17.3 Institution must not, and must not allow any other person to, copy, alter, modify, tamper with, decompile, reverse engineer or attempt to reverse engineer, the Portal, or use the Portal to develop other software.

17.4 Nothing in this Agreement transfers ownership in, or otherwise grants any rights in, any Intellectual Property Rights in the Portal.

17.5 Institution acknowledges that the content and format of the Portal is considered Medibank's Confidential Information.

18 Data Breach

18.1 Each party must put into place and maintain appropriate technical and organisational measures to secure Medibank Data and Personal Information disclosed by Institution to Medibank, having regard to the risk of accidental or unauthorised access, loss, destruction, misuse, modification, disclosure or damage to Medibank Data or Personal Information disclosed by Institution to Medibank.

18.2 If either party has knowledge of any:

- (1) accidental loss or destruction of, or unauthorised disclosure of or access to Medibank Data and personal information to which it has access to under this agreement; or
- (2) data security breach of its or its approved subcontractors' systems that are used in the provision of the Institution Services which may have impact upon the security of Medibank Data or Personal Information to which it has access to under this Agreement,

that party must:

- (3) report such unauthorised disclosure or access to Medibank Data or Personal Information to which it has access to under this Agreement to the other party as soon as practicable;
- (4) mitigate, to the extent practicable, any harmful effect of such disclosure or access that is known to Institution or its approved subcontractors;

18.3 Following any report of unauthorised disclosure of or access to Personal Information or a data breach of a party or the party's approved subcontractors' systems under clause 18.2 of this Agreement, Institution must:

- (1) cooperate with Medibank in providing any notices to individuals regarding accidental or unauthorised disclosures, as reasonably directed by Medibank; and
- (2) co-operate with any investigation into the incident that is subsequently undertaken by any data privacy authority, in consultation with Medibank,

provided that if the unauthorised disclosure of or access to Personal Information or data breach arises from Medibank's act or omission any costs incurred by Institution in providing such co-operation will be paid for or reimbursed by Medibank.

19 Intellectual Property

19.1 Institution acknowledges that Medibank is the sole and exclusive owner of all right, title and interest in and to the Intellectual Property Rights in any material it provides to Institution or to which Institution has access in connection with the Institution Services and/or this Agreement.

19.2 All material which Medibank may provide or issue to Institution from time to time may be used by Institution for the purposes of this Agreement, but (other than as set out in clause 19.5 below) no other licence is granted by Medibank in relation to the use of the Intellectual Property Rights in such material.

19.3 Title and rights to all information and other materials created under this Agreement or to be created by Institution under this Agreement (Deliverables) (other than Records pursuant to clause 12), and all copyrights and other Intellectual Property Rights related to the Deliverables, vest in Medibank immediately upon their creation and are hereby assigned to Medibank. Institution must do everything reasonably necessary to ensure that Medibank owns the Deliverables and Intellectual Property Rights in the Deliverables and can use them without restriction (including any moral rights restriction). Institution must ensure that the supply of Deliverables to Medibank does not infringe any third party's right (including any Intellectual Property Right or moral right of any individual). Medibank grants to Institution a limited, non-exclusive, royalty-free licence to use the Deliverables and any Intellectual Property Rights in the Deliverables to the extent necessary to provide the Institution Services to Medibank.

19.4 Institution must:

- (1) not use, apply, sell, disclose or in any way turn to account Medibank's Intellectual Property Rights except as strictly necessary to provide the Institution Services or with the express prior written consent of Medibank;
- (2) not hold itself out as having ownership of any of Medibank's Intellectual Property Rights;
- (3) not register or seek to register any of Medibank's Intellectual Property Rights or use or permit the use of any name, style or make incorporating any of Medibank's Intellectual Property Rights, except as specifically permitted under this Agreement;
- (4) on the request of Medibank, take all steps reasonably necessary to cease a particular use of Medibank's Intellectual Property Rights, whether such use would otherwise be in accordance with this Agreement or not;

- (5) promptly notify Medibank if Institution becomes aware of any infringement or potential infringement of Medibank's Intellectual Property Rights by any person; and
- (6) co-operate fully with Medibank if an infringement of Medibank's Intellectual Property Rights occurs.

19.5 Institution may, on its website:

- (1) use Medibank logos as authorised by Medibank; and
- (2) provide links to the Medibank website for Students or prospective Students to obtain information and documents relating to the Products,

in accordance with any requirements notified to Institution by Medibank from time to time.

20 Indemnity and liability

20.1 Subject to this clause 20, each party indemnifies and must keep indemnified the other party (and its officers, employees and other agents) against all actions, claims, proceedings, demands, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against the indemnified party or which the indemnified party may pay, sustain or incur as a direct or indirect result of any one or more of the following:

- (1) any breach or non-performance of this Agreement; or
- (2) any wrongful, wilful or negligent act or omission of a party or its Personnel.

This indemnity is in addition to any other right or remedy available to a party under this Agreement, at law or otherwise.

20.2 Neither party will be liable for (including under the indemnity in clause 20.1):

- (1) any losses or damages of any kind caused by or resulting from any wrongful, wilful or negligent act or omission of the other party or any of the other party's officers, employees, agents or contractors; or
- (2) any indirect, incidental, special or consequential damages, including loss of profits or anticipated profits, or business interruption, whether caused by or in relation to breach of contract, statute or tort (including negligence) or otherwise, even if notified of the possibility of that potential loss or damage.

21 Warranties

21.1 Each party represents and warrants to the other party that:

- (1) it has the right to enter into this Agreement and this Agreement is valid and binding on it;
- (2) it is authorised, holds all required licences, approvals and registrations necessary to perform its obligations under this Agreement; and
- (3) it is not entering into this Agreement as any trustee of a trust or settlement.

21.2 Institution represents and warrants to Medibank that to the best of its knowledge and belief all information, documentation or data produced or provided to Medibank is at all times full, accurate and complete.

22 Dispute Resolution

- 22.1 The parties will attempt to resolve any dispute between them in relation to this Agreement by discussions between them undertaken in good faith between the Relationship Managers.
- 22.2 If a dispute cannot be resolved through such discussions, then either party may, after 15 Business Days, refer the dispute for mediation by an independent mediator to be appointed by the Victorian chapter of the Institute of Arbitrators & Mediators, Australia.
- 22.3 In the absence of a mediated settlement being reached under clause 22.2 after reasonable efforts to do so, either party may pursue other remedies that may be available at Law.
- 22.4 Nothing in this clause 22 prevents a party from seeking urgent injunctive relief.
- 22.5 If a Student has a complaint or dispute about Medibank, Institution must direct that Student to contact Medibank.

23 Termination

- 23.1 Either party may immediately terminate this Agreement by written notice to the other party (**Defaulting Party**) if:
- (1) the Defaulting Party is in breach of this Agreement and, in the case of a breach which is capable of remedy, does not remedy such default within 10 Business Days after the non-Defaulting Party serves written notice on the Defaulting Party requiring the default to be remedied; or
 - (2) the Defaulting Party suffers an Insolvency Event.
- 23.2 Either party may terminate this Agreement immediately by giving written notice to the Defaulting Party if:
- (1) the Defaulting Party or any of the Defaulting Party's Personnel:
 - (a) act in a way (or omit to do something) which in the other party's reasonable opinion has brought or may bring the other party into disrepute;
 - (b) breach any applicable Law in relation to the provision of the Institution Services or in the case of the Institution, in the Institution's dealings with Students; or
 - (c) engage in any fraud or dishonest conduct in connection with this Agreement;
 - (2) Medibank ceases to be Institution's official provider of overseas student health cover at any time; or
 - (3) Medibank ceases to sell overseas student health cover for any reason.

24 Consequences of Termination

- 24.1 On termination or expiry of this Agreement:
- (1) each party must immediately return to the other party all property (including any Confidential Information) belonging to the other party which is in its possession or control;
 - (2) Institution must immediately cease (and ensure that Institution's Personnel immediately cease) to use or access the Portal; and
 - (3) subject to clause 24.2, Institution's entitlement to receive payment of a Base Commission will immediately cease.

- 24.2 In accordance with the provisions of this Agreement (including provisions as to timing), Medibank will prepare one or more RCTIs in respect of Base Commissions for which Institution is entitled to be paid (subject to clause 9), and has not yet received payment, and will remit the appropriate amount of Base Commission to Institution.
- 24.3 Medibank may set off against any Base Commission to be paid to Institution any amount which may be owing by Institution to Medibank under or pursuant to this Agreement.
- 24.4 Termination or expiry of this Agreement for any reason does not affect the rights or obligations of the parties accrued as at the date of termination or expiry.

25 Compliance with Business Ethics Laws

- 25.1 Each party must, in performing its obligations under this Agreement:
- (1) comply with Business Ethics Laws, and notify the other in writing of any actual or suspected non-compliance to the extent relevant to the Deliverables, the Institution Services or the Medibank Services (as applicable);
 - (2) have and maintain throughout the Term, its own policies and procedures that are designed to ensure its compliance with Business Ethics Laws and provide evidence of the implementation of the policies and procedures when requested to do so by the other party;
 - (3) provide to the other party a copy of any modern slavery statement prepared by it to the extent relevant to the Institution Services or the Medibank Services (as applicable) within a reasonable period after such statement is provided in accordance with Modern Slavery Laws; and
 - (4) take reasonable steps to identify, assess and address the risk of Modern Slavery Offences within its organisation or supply chain and if any material risks are identified, provide the other party with a report documenting the steps taken to identify and address risks or occurrences of Modern Slavery Offences in its supply chains, or in any part of its business, including a record of all training completed by employees.

26 Notices

- 26.1 A notice or other communication in connection with this Agreement must be:
- (1) in writing and signed by or on behalf of a party by any officer, solicitor or duly authorised person; and
 - (2) hand delivered, sent by prepaid post, facsimile or email to the recipient's address in the Service Agreement Details (or another address notified by that party under this Agreement).
- 26.2 Subject to clause 26.3, a notice is taken to be given by the sender and received by the recipient:
- (1) if hand delivered, when left at the address of the recipient under clause 26.1(1);
 - (2) if posted, 3 Business Days (or 7 Business Days, if posted from one country to another) after the date of posting to the recipient, whether delivered or not;
 - (3) if transmitted by facsimile and a correct and complete transmission report is received, on the day of transmission; or
 - (4) if sent by email, on the day of transmission, provided that the sender does not receive an automated notice generated by the sender's or the recipient's email server that the email was not delivered or the recipient is out of the office,

but if the recipient receives the notice or other communication on a day which is not a Business Day or is after 5:00pm (recipient's time), it is taken to have been received at 9:00am on the next Business Day.

- 26.3 Notwithstanding this clause 25, notices from Medibank may be made generally to all institutions by the inclusion of a notice on the Portal, and Institution must regularly check the Portal for the purpose of informing itself of the contents of those communications. For the avoidance of doubt, the Portal may not be used for notices from Institution to Medibank.

27 General

27.1 Entire Agreement

This Agreement contains the entire understanding between the parties as to its subject matter. All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this Agreement are superseded by this Agreement and are of no effect.

27.2 Assignment

A party must not transfer, assign, create an interest in or deal in any other way with any of its rights under this Agreement without the prior written consent of each other party.

27.3 Variation

An amendment to this Agreement may be made by written agreement of the parties, including any amendment proposed and accepted by the parties via the Portal.

27.4 Further assurance

Each party, at its own expense (unless otherwise provided in this Agreement) and within the time and in the manner reasonably requested by another party to do so, must do all things and execute all documents that are reasonably necessary to give full effect to this Agreement.

27.5 Waiver

A single or partial exercise or waiver by a party of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.

27.6 Severance

If a provision of this Agreement is void or unenforceable then it will be treated as severed from the other provisions of this Agreement, and those remaining provisions of this Agreement will continue to apply and operate as the agreement between the parties.

27.7 Governing Law

This Agreement is governed by and will be construed in accordance with the laws applicable in the State of Victoria, Australia and the parties submit to the non-exclusive jurisdiction of the Courts of that State.

27.8 Consents and approvals

Except to the extent this Agreement provides otherwise, any consent or approval required of a party may be withheld or given conditionally or unconditionally, in each case in the absolute discretion of that party.

27.9 Counterparts

This Agreement may be signed in counterparts and all counterparts taken together constitute one document.

27.10 **Survival**

Clauses 7.5(2), 7.5(3), 7.7, 9, 9.2, 12, 14, 15, 16, 18, 19, 20, 21, 22, 24, 25 and 27, or any other clause that is expressed to survive termination or expiry of this Agreement, survive termination or expiry of this Agreement.

Executed as an agreement.

Signed for and on behalf of **Medibank Private Limited** ABN 47 080 890 259 by its authorised representative in the presence of:

Signature of witness

MEGAN CLIFF-CUTLER

Name of witness
(BLOCK LETTERS)

720 Bourke Street, Docklands, 3008

Address of witness

Signature of authorised representative

Becky Hyde

Name of authorised representative
(BLOCK LETTERS)

Signed for and on behalf of The University of Technology Sydney (ABN 77 257 686 961) by its authorised representative in the presence of:

Signature of witness

SAMANTHA SANDFORD

Name of witness
(BLOCK LETTERS)

15 BROADWAY, ULTIMONSW 2007.

Address of witness

Signature of authorised representative

ANDREW PARFITT

Name of authorised representative
(BLOCK LETTERS)

Schedule 1 – Institution Services

Institution must provide the following Institution Services.

- 1.1 Publicise to all existing and prospective Students that Medibank is Institution's preferred OSHC provider, including publicising the existence of Medibank, Medibank's products and services and making available Product promotional materials if these are provided by Medibank.
- 1.2 Advise each Student why overseas student health cover is a precondition to entry into Australia and facilitate each Student to obtain overseas student health cover from Medibank.
- 1.3 For each Student who wants to obtain overseas student health cover from Medibank:
 - (1) facilitate the submission of a duly completed Application Form to Medibank, through the Portal or any other method directed by Medibank;
 - (2) submit the relevant Premium, or facilitate payment of the Premium directly by each Student, to Medibank in accordance with clause 7 of the Agreement; and
 - (3) advise the Student of the following matters:
 - (a) the fact that if the Student obtains such a cover, Institution will become entitled to a payment from Medibank by way of Base Commission (if required by any applicable Law);
 - (b) that no contract of insurance is effected between Medibank and any Student until each of the following occurs:
 - (i) the completed Application Form has been submitted in accordance with clause 1.3(1) of this Schedule 1;
 - (ii) any amount payable in accordance with this Agreement including the Premium for that contract of insurance has been received by Medibank; and
 - (iii) Medibank issues a certificate of insurance (or other confirmation) to the Student.
- 1.4 In relation to each Student that has purchased a Product:
 - (1) advise the Student:
 - (a) to log onto www.medibank.com.au/oshc on arrival to Australia to register and update their details; and
 - (b) to manage their Medibank membership online at www.medibank.com.au/oshc or www.ahm.com.au/oshc (as relevant); and
 - (2) promptly refer Students' enquiries about the Products to Medibank, or refer the Student to Medibank's website or the dedicated online member services website for further information, or advise the Student they can contact Medibank on 134 148 (within Australia).

Schedule 2 – Medibank Services

PART A

Medibank must provide the following Medibank Services:

1.1 OSHC membership establishment, renewal, payment of Base Commission, confirmation of cover, issue of membership cards

Services	Service Levels
New OSHC membership establishment	To be created within 2 Business Days of receipt by Medibank. Note: Medibank Access portal creates policies instantly
Renewal of existing OSHC memberships	Within 2 Business Days of receipt by Medibank Note: Medibank Access portal creates policies instantly
Payment of Base Commissions	In accordance with clause 8 of this Agreement.
Confirmation of cover letter	To be created immediately on submission of an Application Form via the Portal.
Supply of OSHC membership cards	Students are to activate their policy via Medibank's online member services within 90 days of arriving in Australia to order their digital card and physical card. Physical cards will be dispatched within 2 Business Days.

1.2 OSHC membership refunds

Services	Service Levels
Membership cancellation	To be cancelled within 2 Business Days of receipt.
Payment of refunds	<p>Refunds initiated by Institution (on behalf of the Student) are issued within 24 hours using Institution's preferred method of payment receipt. Electronic fund transfers may take up to 3 business days to clear, while cheques take may take further time.</p> <p>Refunds initiated by Students onshore are issued within 24 hours to a nominated Australian bank account (with funds usually appearing within 3 business days).</p> <p>Refunds initiated by Students offshore are issued within 3 business days to a nominated offshore back account (with funds usually taking 5 business days to clear thereafter).</p>

1.3 OSHC reporting

Services	Service Levels
Student membership reporting	Available for download via the Portal as and when required by Institution. Information relating to the matters referenced in this Schedule B will be updated daily on the Portal.

1.4 OHSC claims management

Services	Service Levels
Processing medical claims	<p>Medical claims submitted by Students via the following channels are to be processed within the timeframe specified as follows:</p> <ul style="list-style-type: none"> • Online – the 20 most frequently claimed medical items will be processed immediately, with all other items processed within 2 business days of receipt; • In person either at a Medibank retail store or via the Medibank on-campus representative – processed within 5 business days of receipt; and • Post – processed within 5 business days of receipt.
Processing hospital claims	Within 10 business days of receipt.

1.5 OSHC relationship management

Services	Service Levels
Service review	In accordance with clause 13 of this Agreement.
Dispute resolution	In accordance with clause 22 of this Agreement.
Customer service levels	Prompt response to telephone calls from Institution and Students and respond to written communications within 24hrs

1.6 OSHC Student support

Services	Service Levels
Onsite support	Attendance at key events at the request from the university (such as O-Week)

1.7 OSHC marketing support and collateral

Services	Service Levels
Website links and information	The parties to agree on content and links placed on Institution's website with regard to OSHC.
On campus signage and promotion	The parties to agree on signage and promotion relating to OSHC placed on Institution campus location.
Orientation sessions	The parties to agree on involvement and participation within international student orientation sessions to ensure students are informed about OSHC.

PART B

1.8 Funding

- (a) Medibank agrees to provide funding support to Institution in accordance with the table below and the provisions of this Part B. For the avoidance of doubt, the funding support is in addition to the Base Commission.

(b)

- (c) For the purposes of this Part B, **Fund Term** means the term of this Agreement including any "extension term" and any period of holding over on a pro rata basis.

Fund	Purpose of the fund	Amount of funding					Rollover of funds
		Year 1 of the Term	Year 2 of the Term	Year 3 of the Term	Year 4 of the Term (Optional)	Year 5 of the Term (Optional)	
Critical Incident Fund	For the purposes set out in clause 1.9(2) of Schedule 2 in the event of a Critical Incident.						Any funds not utilised in any given year will be carried forward to the following year (subject to clause 1.9(7) of this Schedule 2).
Strategic Partnership Fund	<p>For the purpose of Institution to fund strategic priorities to support the student experience.</p> <p>Example categories are below:</p> <ul style="list-style-type: none"> • Scholarships funding • Health and wellbeing funding • Mental health partnership funding • Research funding • Student orientation funding • Employability training and internship opportunities provided to students 						Any funds not utilised in any given year will be carried forward to the following year (subject to clause 1.10(9) of this Schedule 2).
Obstetrics Benefits Waiver	For the purpose of meeting any obstetrics and pregnancy related claims arising during the first 12 months of that Student's						

	membership with Medibank.						
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Note: Unless expressly stated otherwise, all amounts referred to in the table above are inclusive of GST.

1.9 Critical Incident Fund general conditions

- (1) Commencing on and from the Commencement Date, Medibank agrees to provide Institution with funds as set out in the table above (**Critical Incident Fund**) subject to the provisions of this clause 1.9 of Schedule 2.
- (2) The Institution may apply to Medibank to access the Critical Incident Fund for the purposes of assisting a Student, or a member of his or her immediate family, with the costs associated with any of the following:
 - (a) repatriation of mortal remains or arrangement of funeral services in the event of a Critical Incident;
 - (b) travel to and from Australia for up to 2 immediate family members of the Student who wish to travel to Australia to be with a terminally ill, seriously ill or injured Student in the event of a Critical Incident;
 - (c) travel from Australia for a Student to return to their home country in the event of a Critical Incident which results in the Student being unable to study in Australia for a sustained period; and
 - (d) any other matter as Medibank may in its absolute discretion approve.
- (3) Applications for access to the Critical Incident Fund must be made in writing to Medibank and be accompanied with supporting documentation.
- (4) Institution must comply with all reasonable requirements that Medibank may impose in relation to applying for access to the Critical Incident Fund, including:
 - (a) any requirement regarding the provision of invoices and the manner in which payments are to be effected and documented; and
 - (b) providing all information reasonably requested by Medibank.
- (5) Unless otherwise agreed by Medibank, Institution will not be entitled to apply for access to the Critical Incident Fund during any period that Institution is in default of its obligations under this Agreement.
- (6) Institution may, at any time during the Fund Term, apply in advance to access amounts in the Critical Incident Fund that are available to Institution (if any) in the following year of the Fund Term for use by Institution in the then current year of the Fund Term, and the amount of the Critical Incident Fund for the following year will be reduced by the amount advanced to Institution under this clause 1.9(6) of Schedule 2.
- (7) Critical Incident Fund amounts that have not been utilised in any given year during the Fund Term will remain vested in Medibank and for the avoidance of doubt, will be carried forward to the following year, with the exception of the last year of the Fund Term, in which case, Institution forfeits any unutilised amount as at the expiry date. For the avoidance of doubt, on the early termination of this Agreement, any unutilised amount remains vested in Medibank as at the termination date.
- (8) In the event the Agreement is terminated under clause 23 of this Agreement, then except as otherwise agreed by Medibank:
 - (a) no further utilisation of the Critical Incident Fund may be applied for by Institution from the earlier of the date of termination or the date of the termination notice; and

- (b) if Institution has accessed amounts from the Critical Incident Fund in advance of the then current year of the Fund Term under clause 1.9(6) of Schedule 2, then Institution must repay to Medibank immediately on demand such portion of the moneys advanced which relates to the period after the date of termination.
- (9) In this clause 1.9 of Schedule 2, **Critical Incident** means, in relation to a Student policyholder, the occurrence of an event during the period of cover for that Student, which:
 - (a) results in serious injury or illness, or death of the Student; or
 - (b) poses a serious risk to the health, safety and welfare of the Student,
 as determined by a medical practitioner appointed by Medibank. Examples of Critical Incidents include:
 - (c) a fatality resulting in the Student requiring long term treatment and rehabilitation;
 - (d) mental health issues impacting the safety of the Student;
 - (e) any act or threatened act of violence against the Student (such as acts of domestic violence or sexual assault) that poses a serious risk to the physical and/or mental health of the Student; and
 - (f) any unintended or unexpected incident arising as a result of a failure to provide appropriate care by a healthcare professional that leads to serious harm of that Student, including the occurrence of a sentinel event, major complication or refusal of care.

1.10 Strategic Partnership Fund general conditions

- (1) Commencing on and from the Commencement Date, Medibank agrees to provide Institution with funds under the Strategic Partnership Fund in the amount and for the purpose as set out in the table above, subject to the provisions of this clause 1.10 of Schedule 2.
- (2) Within 3 months after the Commencement Date, and within 3 months of the start of each year of the Fund Term, the parties must agree a plan detailing the manner in which Strategic Partnership Fund amounts will be allocated by Medibank to Institution for that year (**Strategic Partnership Fund Program**).
- (3) For the avoidance of doubt, Medibank may subcontract any activities or programs it agrees to deliver in respect of the Strategic Partnership Fund Program at its sole discretion.
- (4) Institution must apply in writing to Medibank to access Strategic Partnership Fund amounts, such application to be consistent with the Strategic Partnership Fund Program and accompanied with any supporting documentation.
- (5) Medibank must without unreasonable delay:
 - (a) review an application submitted by the Institution under clause 1.10(4) of Schedule 2; and
 - (b) acting reasonably, approve the application and give notice to the Institution of its approval.

In the event Medibank rejects an application, Medibank must provide the Institution with notice of its rejection including reasons for the rejection.

- (6) The Institution must comply with all reasonable requirements that Medibank may impose in relation to applying for access to any Fund, including:

- (a) any requirement regarding the provision of invoices and the manner in which payments are to be effected and documented; and
 - (b) providing all information reasonably requested by Medibank.
- (7) Without limiting clause 1.10(6) of Schedule 2, Institution must give Medibank access to such information, as reasonably requested by Medibank to enable it to assess or audit Institution's compliance with this clause 1.10 of Schedule 2, in particular, Institution's use of the amounts under the Strategic Partnership Fund (provided reasonable notice of any requirement for such access is given by Medibank and Medibank must not cause unreasonable interference with Institution's business).
- (8) If any audit of Institution conducted by Medibank shows a discrepancy between the actual use of that Fund against the intended purpose set out in the application approved by Medibank, Institution must immediately repay to Medibank on demand such amounts as determined by Medibank.
- (9) Any Strategic Partnership Fund amounts that have not been utilised in any given year during the Fund Term will remain vested in Medibank and for the avoidance of doubt, will be carried forward to the following year, with the exception of the last year of the Fund Term, in which case, Institution forfeits any unutilised amount as at the expiry date. For the avoidance of doubt, on the early termination of this Agreement, any unutilised amount remains vested in Medibank as at the termination date.

1.11 Obstetrics Benefits Waiver

Medibank agrees to waive the 12-month waiting period for obstetrics and pregnancy-related services that would otherwise be applicable to Medibank Comprehensive OSHC taken out under this Agreement.

Schedule 3 – Portal Terms and Conditions

1 Access conditions

- 1.1 Medibank will disclose to Institution any necessary access code(s) and password(s) for its Portal account. Institution must keep such codes and password(s) strictly confidential and Institution must not disclose them to any person except Institution's Personnel who have a genuine need to know such information for the purpose of providing the Institution Services.
- 1.2 If any of Institution's Personnel to whom such an access code or password has been disclosed, ceases to be so employed or engaged by Institution to perform the Institution Services, Institution must immediately notify Medibank and immediately change all access code(s) and password(s) and ensure that such person no longer has access to the Portal account.
- 1.3 Medibank does not warrant that Institution will be able to use and access the Portal account at any given time. In particular, Institution's use and access of the Portal may be subject to intermittent interruption, reduced functioning, or otherwise be adversely affected as a result of:
 - (1) scheduled maintenance or upgrade of the Portal;
 - (2) malicious interference by a third person; or
 - (3) interruption of any service or utility which is beyond the reasonable control of Medibank,and Medibank is not responsible for any liability that Institution may incur in connection therewith.
- 1.4 Medibank may suspend or terminate Institution's access to and use of the Portal immediately without giving Institution notice, if:
 - (1) this Agreement is terminated for any reason or expires; or
 - (2) Institution is in breach of this Agreement,and Medibank is not responsible for any liability that Institution may incur in connection therewith.
- 1.5 Institution must take all steps necessary to ensure the security of the systems by which Institution uses and accesses the Portal and ensure that no viruses or similar programming effects are introduced into Medibank's systems.
- 1.6 If Medibank ceases to operate the Portal at any time during the Term, Medibank will provide Institution with an alternative method of submitting Applications Forms (and Premiums where relevant). Institution must facilitate the submission of Application Forms (and Premiums where relevant) through that method in accordance with any directions given in writing by Medibank.
- 1.7 Medibank may change the website address for the Portal, or, its dedicated overseas student health cover website at any time. Medibank will give Institution reasonable notice of any such change and Institution must promptly inform each Student and prospective Student of any change to the website address for Medibank's dedicated overseas student health cover website.

Schedule 4 – Medibank Comprehensive

1. Medibank Comprehensive Product Description

Medibank Comprehensive OSHC is our highest product offering above the OSHC Deed. This product is exclusive to education partners and is not available online or through agents.

Features of Medibank Comprehensive OSHC as at the date of this agreement include:

- no waiting periods for mental health services, including in-hospital psychiatric care; and
- waiver of the usual 12 month waiting period for hospital admissions for pregnancy and birth-related services. This means that students and dependants will not have to wait 12 months before they can make a claim for these services.

Further information about Medibank Comprehensive OSHC is available in the:

- Medibank OSHC Member Guide (available at medibank.com.au/content/dam/b2c/docs/mpl/Medibank_OSHC_Member_Guide.pdf); and
- Comprehensive OSHC Cover Summary (available at medibank.com.au/content/dam/b2c/docs/mpl/Comprehensive_OSHC_Cover_Summary.pdf).