



ABN 86 800 958 958

## Monash Graduate Association Graduate Groups Regulations

These regulations were created 15/12/2023.

### 1. TITLE

These Regulations may be cited as the Monash Graduate Association (“MGA”) Groups Regulations.

### 2. PURPOSE

The MGA may support and fund groups of Monash University graduate students who share a common interest and run activities primarily for graduate students enrolled at Monash University.

### 3. AUTHORISING PROVISION

These Regulations are made pursuant to the *Associations Incorporation Reform Act 2012 (Vic)* and subject to the Constitution of the MGA.

### 4. OBJECTIVE

The objective of these Regulations is to provide support for Monash University graduate students who wish to form or belong to a group of students. These Regulations are intended to formalise the relationship between a group of graduate students and the MGA, so that the MGA can offer support to Graduate Groups.

### 5. MEANINGS

5.1 **Conference Organiser Group** means the definition as set out in clause 8.4.1 of these regulations.

5.2 **Departmental Graduate Group** means the definition as set out in clause 8.2.1 of these regulations.

5.3 **Graduate Group** means a group of Monash University Graduate Students, which includes any organising committees for conferences and seminars, and may include a minority of Monash University undergraduates.

5.4 **MGA** means the Monash Graduate Association Incorporated.

5.5 **MGA Graduate Group (MGAGG)** means a Graduate Group that has been registered with the MGA.

5.6 **MGA Graduate Groups Team** means the MGA staff members responsible for the Graduate

Groups Portfolio within the MGA.

- 5.7 **MGAEC** mean the Monash Graduate Association Executive Committee.
- 5.8 **Monash University Graduate Student** means a person studying a Graduate Certificate, Graduate Diploma, Masters, PhD or any other equivalent degree at Monash University.
- 5.9 **Event** means any social or academic event or activity, and includes cultural, sporting and recreational activities, daytrips, overnight trips, writing retreats, seminars and conferences with or without formal speakers.
- 5.10 **Funding** means the amount of money allocated to a Graduate Group by the MGA.
- 5.11 **Funding Procedure** means the MGA Graduate Group Funding Procedure.
- 5.12 **Intellectual Property** means all copyright and neighbouring rights, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, and circuit layouts, confidential information, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- 5.13 **OHS** means Occupational Health and Safety
- 5.14 **Seminar Organiser Group** means the definition as set out in clause 8.5.1 of these regulations.
- 5.15 **Special Interests Group** means the definition as set out in clause 8.3.1 of these regulations.

## **6. ESTABLISHMENT**

- 6.1 Graduate Groups who wish to become an MGA Graduate Group (MGAGG) must first nominate at least three positions of responsibility, all of which must be held by Monash University graduate students:
  - 6.1.1 One position to act as the spokesperson (“President”) and the central point of contact with the MGA;
  - 6.1.2 One position to take responsibility for the finances (“Finance Officer”) and ensure compliance with the Funding Procedures;
  - 6.1.3 One position to take responsibility for Events (“Events Organiser”) and ensure compliance with University risk management procedures and training.
  - 6.1.4 An MGAGG may choose to create additional office-holder positions and duties within their group based on the size, nature and scope of their group.
- 6.2 Graduate Groups who have exceptional circumstances and are unable to nominate three positions of responsibility may still apply. These applications are assessed at the discretion of the MGA Graduate Groups Team.
- 6.3 Graduate Groups should establish their own procedures to nominate or elect graduate students to any number of formal positions within their MGAGG, provided such arrangements are fair, equitable and transparent.

## **7. REGISTRATION**

- 7.1 Graduate Groups must apply annually for funding before the relevant application deadlines to be considered an MGAGG as set out in Funding Procedures.
- 7.2 If your application is approved, your registration will remain valid as follows:
  - 7.2.1 For Departmental Graduate Groups and Special Interest Groups, from the date that all the signed documents are returned to the MGA Graduate Groups Team and the funds are released, to 31 March the following calendar year.
  - 7.2.2 For Conference Organiser or Seminar Organiser Groups only, from the date that all the signed documents are returned to the MGA Graduate Groups Team and the funds are released, to the date of the event.
  - 7.2.3 Exemptions may be made on a case-by-case basis, with approval from the MGA Graduate Groups Team.
- 7.3 Graduate student groups already operating under other university bodies may apply to be an MGAGG. This registration must, in order to be valid, be effected using an MGA Graduate Group Transfer Memorandum of Understanding, modified to accommodate the details of each specific transfer. (Schedule B)

## **8. GRANTS**

- 8.1 MGAGG have access to the following four categories of grants:
  - 8.1.1 Departmental Group Grant;
  - 8.1.2 Special Interest Group Grant;
  - 8.1.3 Conference Organiser Grant;
  - 8.1.4 Seminar Organiser Grant.
- 8.2 Departmental Group
  - 8.2.1 The Departmental Group Grant is designed to support social activities run by Monash graduate students, for Monash graduate students, within their departments.
- 8.3 Special Interest Group
  - 8.3.1 The Special Interest Group Grant is designed for graduate students with similar interests to come together and organise events. Grants are available to Monash graduate students upon application for ongoing group activities.
- 8.4 Conference Funding
  - 8.4.1 The Conference Organiser Grant is designed to help Monash graduate students who want to organise a conference in their discipline to bring together peers to share their work.

## 8.5 Seminar Funding

- 8.5.1 The Seminar Organiser Grant is designed to help graduate students who want to organise a small one-off event to bring together students from their area to enhance their academic studies.

## 9. MEMBERSHIP

- 9.1 An MGAGG should comprise a majority Monash University graduate student membership but may also include:

- 9.1.1 Monash University undergraduates including Honours students;

- 9.1.2 University staff and staff of Monash University-affiliated institutions;

- 9.1.3 Graduate students enrolled through Monash University international campuses;

- 9.1.4 Graduate students from other institutions who share the same research or teaching location;

- 9.1.5 Graduate students from other institutions who study in the same field and/or have a shared academic interest.

- 9.2 Membership to an MGAGG should be free to Monash University graduate students and the opportunity to join should be widely advertised within the relevant cohort.

- 9.3 An MGAGG may choose to charge:

- 9.3.1 a fee to members for a specific event, but only in order to recover costs incurred over and above the funding received from the MGA;

- 9.3.2 a membership or participation fee to members who are not currently enrolled Monash University graduate students.

## 10. APPLICATION

- 10.1 Application procedures for Departmental Group Grants and Special Interest Group Grants are governed by the MGA Graduate Grant Funding Procedure.

- 10.2 Application procedures for Seminar Organiser Grants and Conference Organiser Grants are governed by the MGA Graduate Organiser Grant Funding Procedure.

## 11. FUNDING

- 11.1 An MGAGG must:

- 11.1.1 successfully apply for funding from the MGA each calendar year in order to be recognised as a registered group for that calendar year; and

- 11.1.2 maintain clear and accurate financial records to account for all income and expenditure; and

- 11.1.3 comply with the relevant MGA Funding Procedures; and
- 11.1.4 ensure funds are spent on non-academic activities that are of direct benefit to graduate students and in accordance with the *Higher Education Support Act 2003* (Cth).
- 11.2 MGAGG funds may not be used for the purposes of paying stipends or honoraria to, or for the personal expenses of any MGAGG member.
- 11.3 MGAGG may not receive funding from the MGA while also in receipt of funding from another Monash University student association, without direct application to the MGA for an exemption.
- 11.4 MGAGG may accept funds from Monash University Faculties, Schools, Departments, Institutes and Centres in addition to the funds provided by the MGA.
- 11.5 MGAGG may accept funds from external sponsors subject to the conditions set out in the MGA Graduate Group Sponsorship Memorandum of Understanding in [Schedule B](#) of these Regulations, and the MGA Graduate Group Sponsorship Agreement in [Schedule C](#) of these Regulations, as may be varied from time to time.

## **12. EVENTS AND ACTIVITIES**

- 12.1 Events run by an MGAGG must;
  - 12.1.1 comply with the Student Services and Amenities Fees (SSAF) legislation, and be spent within the year in which it is allocated;
  - 12.1.2 be of direct benefit and relevance to graduate students;
  - 12.1.3 be advertised and open to all graduate student members and where the MGAGG is faculty, school, or course-based, to all potential members;
  - 12.1.4 comply with all relevant laws, regulations, policies and procedures.

## **13. MGA OBLIGATION**

- 13.1 The MGA values and supports the MGAGG and their members and will endeavour to provide where possible:
  - 13.1.1 Funding at the MGA's discretion;
  - 13.1.2 Resources to assist an MGAGG to abide with MGA's rules, regulations, policies and procedures;
  - 13.1.3 Resources to assist an MGAGG to abide with Monash's policies and procedures;
  - 13.1.4 Resources to assist an MGAGG to abide with local, state and federal legislation;
  - 13.1.5 An MGA staff supervisor contact; and
  - 13.1.6 Events organisation advice and assistance.

## **14. MGA GRADUATE GROUP OBLIGATIONS**

14.1 An MGAGG and its members are bound by:

14.1.1 all relevant Federal, State, and Local legislation including but not limited to:

- i. *Occupational Health and Safety Act 2004 (Vic)*;
- ii. *Higher Education Support Act 2003 (Cth)*; and

14.1.2 all relevant Monash Policies and Procedures including but not limited to:

- i. Media and Social Media Policy;
- ii. Alcohol risk management procedure;
- iii. After-Hours procedure;
- iv. Ethics statement policy; and

14.1.3 all relevant MGA Policies, Regulation and Procedures including the Code of Conduct in [Schedule D](#) of these Regulations.

14.1.4 In the case of any conflict, Federal legislation will prevail, then State legislation, then Local legislation, then Monash Policies and Procedures.

14.2 An MGAGG agrees to:

14.2.1 provide accurate information to the MGA on request;

14.2.2 spend funding only on approved events unless a specific exemption has been provided by the MGA;

14.2.3 participate in all relevant induction and training programs including those from third parties, in order to comply with the Monash University OHS Training Matrix;

14.2.4 complete all the necessary steps to ensure self-governance and run events on their own accord;

14.2.5 take reasonable care of their own health and safety and that of other members, students and staff;

14.2.6 be aware of any health and safety issues or potentially hazardous situations that may pose a risk to any MGAGG, students, staff members or members of the public and report any accidents or incidents to their Local Incident Response team as soon as practical;

14.2.7 behave in a manner that adheres to the MGA Graduate Groups Grant Code of Conduct ([Schedule D](#));

14.2.8 use any property or equipment safely and for intended purposes and if the property belongs to the MGA, then return it upon completion of the MGA Graduate Groups Event; and

14.2.9 advise of any changes in circumstances which may render the MGAGG function inappropriate, unsuitable or unable to be performed legally.

## **15. PENALTIES**

15.1 The MGA reserves the right to refuse funding requests, cancel approved funding, freeze the release of funds or deduct funding amounts from any MGAGG for any reason including but not limited to:

15.1.1 damage or theft of any MGA loaned equipment, facilities and venues;

15.1.2 a failure by any MGAGG to meet the compliance standards set by any or all relevant legislation, policy, regulation or decision of the MGA;

15.1.3 a breach of law.

15.2 If evidence is discovered which demonstrates that an MGAGG is partaking in any illegal act or omission, the MGA will conduct a full investigation into the matter.

15.3 Where required, the MGA will report to the relevant authorities any evidence pertaining to any illegal act or omission on the part of the MGAGG committee.

15.4 If an illegal act or omission is deemed to be accidental, the MGA will issue a written warning, and require the MGAGG to:

15.4.1 cease the illegal activity immediately;

15.4.2 take necessary steps to remedy the illegal action, such as by issuing an apology, refund, or notice to MGAGG members.

15.5 If an illegal act or omission is deemed to be deliberate it will result in the following action taking place:

15.5.1 The MGAGG will be immediately deregistered, have their funding withdrawn and be notified of this in writing.

15.5.2 Disciplinary action may be commenced.

## **16. DISPUTE RESOLUTION**

16.1 Disputes arising between members of an MGAGG, or disputes between members of different MGAGGs must, in the first instance be dealt with informally by the MGAGG members in an attempt to resolve the matter.

16.2 If a dispute cannot be resolved, parties to the dispute must meet and have further discussion, chaired by the MGA Executive Officer.

16.3 If a dispute cannot be resolved informally under clause 16.1 and 16.2 then the parties in the dispute will have recourse to the MGA grievance procedures contained in the MGA Constitution. Nothing in these regulations prohibits any party from seeking external legal advice or issuing legal proceedings however neither the MGA or the affected MGAGG shall be liable or responsible for the cost of the legal advice or proceedings.

**17. TRANSFER OF GROUPS TO THE MGA**

- 17.1 Student groups operating under other university bodies may apply to the MGA to affiliate and in so doing become an MGAGG. This affiliation must, in order to be valid, be effected using an MGA Graduate Group Transfer Memorandum of Understanding, modified to accommodate the details of each specific transfer. ([Schedule A](#))

**18. PERSONAL INFORMATION AND CONFIDENTIAL INFORMATION**

- 18.1 An MGAGG member may need to provide some personal details to the MGA as part of their OHS responsibilities, including name, student email, student ID number, contact telephone number and emergency contact details.
- 18.2 An MGAGG may also provide images and videos of their members to the MGA from time to time, and should do so only with the permission of members who are clearly identifiable in the image.
- 18.3 The MGA treats all personal information in accordance with the provisions of the MGA Privacy Regulations.

Schedule A

ABN 86 800 958 958

**MGA GRADUATE GROUP TRANSFER  
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is between the following parties:

Monash Graduate Association Inc. (“MGA”)  
of Level 1, 21 Chancellors Walk, Monash University Clayton Victoria 3800

and

.....

STUDENT CLUB

**PURPOSE**

- A. The MGA is a not-for-profit incorporated association representing all Australian campus enrolled graduate students of Monash University.
- B. The Student Club is a club, society or group comprising mainly of graduate students enrolled at an Australian campus of Monash University that is currently affiliated with another MSO but now wishing to affiliate with the MGA.
- C. This Memorandum sets out the principles on which the Parties intend to effect the Student Club affiliation, registration, transfer of financial operations and legal and administrative oversight to the MGA.

**BACKGROUND**

- D. Monash University collects the Student Services Amenities Fee (SSAF) from its students and allocates a 40% portion as funding to its recognised student associations.
- E. Monash University recognises the MGA as the representative body for graduate coursework students and graduate research students enrolled through all Australian campuses of Monash University.
- F. The MGA and Monash University recognise Student clubs, societies and groups as being vital to the student experience at Monash University and as creating a sense of belonging for its student cohort.

## **And the PARTIES AGREE**

- G. The MGA and the Student Club must adhere to the SSAF distribution allocation principles set down in the Higher Education Support Act 2003 (Commonwealth) and the attendant Student Services, Representation and Advocacy Guidelines.
- H. The Parties must comply with the purposes and objectives in accordance with the Associations Incorporation Reform Act 2012 (Vic), their respective Constitutions.
- I. All students enrolled at Monash University agree to be bound by the University Statute, Regulations, policies and procedures.
- J. The Parties are accountable to their respective Cohorts or members.

## **MEANINGS**

In this agreement these words have the following meanings:

**Cohort** means in the case of MGA, all graduate students enrolled through all Victorian campuses of Monash University.

**Commencement Date** means 1 January 2020.

Graduate **Group** means a group of Monash University Graduate Students, which includes any organising committees for conferences and seminars, and may include a minority of Monash University undergraduates.

**MGA Graduate Group** (MGAGG) means a Graduate Group or Student Club that has been registered with the MGA.

**MSO** means a Monash Student Organisation recognised by University Council

**Parties** means the MGA and the Student Club named in this memorandum

**Student Club** means a particular club, society or group of students with similar interests that is recognised, administered and funded as a club by an MSO other than the MGA, at Monash University.

**SSAF** means the Student Service and Amenities Fee collected by Monash University pursuant to, and governed by, the Higher Education Support Act 2003 (Commonwealth) and the attendant Student Services, Representation and Advocacy Guidelines as are in force from time to time.

## **THE PARTIES AGREE:**

1. The Student Club will register as an MGA Graduate Group by transferring to the MGA from any current affiliation they may have.
2. When a Student Club affiliates with the MGA, it becomes an MGA Graduate Group, but remains a separate entity to the MGA. The MGA will provide support to the MGA Graduate

Group as outlined in this memorandum but expects that the MGA Graduate Group complies with its own procedures and rules and governs itself effectively.

3. The MGA will fund the MGA Graduate Group at an amount decided by the MGA, in its absolute discretion, until the end of the current calendar year.
4. Once affiliated and registered with the MGA, the MGA Graduate Group will provide to the MGA:
  - i. a profit and loss statement for the period 1 January of each year to 31 December of each year or part thereof if the affiliation took place later in any year; and
  - ii. a membership list current to 31 December of each year which must include details of undergraduate students, graduate students, Monash University staff and where applicable external members; and
  - iii. the balance of existing funds which may be carried over to the MGA by the MGA Graduate Group.
5. The MGA agrees to provide funding for, among other activities:
  - a. Seminar Organiser Funding
  - b. Conference Organiser Funding
  - c. Departmental Group Funding
  - d. Special Interest Group Funding.
6. The MGA Graduate Group agrees:
  - a. To adhere to the Code of Conduct in Schedule C of these regulations which sets the MGA expectations of the behaviour of students supported by any MGA funding.
  - b. To abide by the terms and rules set out in these Regulations, the MGA Graduate Organiser Grant Funding Procedures, and MGA Graduate Group Grant Funding Procedures.
7. In exchange for MGA affiliation, registration and funding, the MGA Graduate Group and its members will abide by the following rules in all promotional material and during all its events and activities. The MGA Graduate Group and its members will:
  - a. not behave in, or encourage others to behave in, an inappropriate way;
  - b. will treat others with respect, courtesy, and consideration at all times;
  - c. will behave in a fair, responsible, and honest manner when engaging with others;
  - d. will actively contribute to ensuring a safe environment for those around them, and not engage in risks which will endanger themselves or others;
  - e. will not damage or misuse any MGA or University property (including equipment and resources);
  - f. will not engage in or use language or behaviour that is inappropriate, discriminatory, harassing, abusive, sexual, demeaning or culturally inappropriate;
  - g. will treat all others with respect regardless of age, race, colour, sex, sexual orientation, gender identity, breastfeeding status, physical or mental disability, marital status, family/carer

responsibilities, religion, physical features, political opinion, pregnancy, language, political or religious beliefs or activities, national, ethnic descent or social origin;

- h. will not use the MGA logo without obtaining permission from the MGA; and
- i. will comply with relevant laws and not engage in any form of illegal activity.

**SIGNATURE OF PARTIES**

This Agreement shall be effective when signed by the Parties but in any event whichever signs at the later date.

**SIGNED** on (date).....

By and on behalf of  
(Student Club).....

.....

.....  
Full name and title of signatory

.....  
In the presence of:  
print full name of witness

**SIGNED** on (date).....

By and on behalf of the Monash Graduate Association Inc.....

.....

.....  
.....  
Full name and title of signatory

In the presence of:  
print full name of witness

**Schedule B**

**MGA Graduate Group Sponsorship Memorandum of Understanding**

**between**

.....  
**MGA GRADUATE GROUP**

**And**

.....(Sponsor)

- A. The MGA Graduate Group (MGAGG) is an informal group of students, registered with the MGA and enrolled at Monash University, sharing an interest in the degree or activity and all associated subject-matter.
- B. The MGAGG may receive modest funding from various groups within Monash University or externally.
- C. Members of the MGAGG share a mutual interest in contributing to a better student experience for their members by hosting activities, social and professional networking events.
- D. The Sponsor is the person or entity interested in sponsoring the MGAGG.
- E. As part of its funding arrangements within Monash University, the MGAGG is permitted to obtain sponsorships subject to certain conditions and obligations.

**Graduate Group Obligations**

- 1. To advise potential sponsors of the MGAGG’s obligations within Monash University.
- 2. To seek permission and get requisite approval of any sponsorship arrangement from any entity operating within Monash University and requiring such approval.
- 3. To abide by the rules of Monash University including any off-campus guidelines.
- 4. To comply with agreements previously signed by the MGAGG with any other entity which must be declared to the MGA.
- 5. Not to enter into an agreement relating to a prohibited activity as described herein or enter into any agreement in conflict with the provisions this Memorandum.
- 6. To act in good faith.

**The Parties agree**

- A. The Sponsor will provide funding to the MGA Graduate Group.
- B. The MGA Graduate Group or any other entity holding the money on its behalf, will not transfer

the funding to any other party or entity.

- C. The MGA Graduate Group will fulfil its obligations under this Memorandum.
- D. The Sponsor will fulfil its obligations under this Memorandum.
- E. The MGA Graduate Group and/or the Sponsor may create written promotional material advertising the Sponsor as mutually agreed between the parties.
- F. The Sponsor may be acknowledged on promotional material circulated by the MGA Graduate Group where the material is primarily promoting the MGA Graduate Group or its events or activities.
- G. Nothing in this Memorandum is intended to create an agent/employer/employee relationship between the MGA, the MGA Graduate Group or the Sponsor, their staff or agents.
- H. The Sponsor grants the MGA Graduate Group permission for promotional purposes to use the Sponsor's intellectual property, including logos and other brand trademarks unless otherwise agreed.
- I. The parties do not agree to indemnify each other. Each party bears its own liability.
- J. In the event any party intends to vary this Memorandum they must notify and seek permission of the other party in writing.
- K. Victorian laws govern this Memorandum.
- L. The Memorandum commencement date is the date the parties sign and if not together then the latest signature date.
- M. The Memorandum end will be specified by the parties.

### **Prohibited activity**

1. Sponsorship money cannot be used to duplicate services provided at Monash University whether offered by Monash University or a related entity.
2. MGA Graduate Group may promote the Sponsor on any Monash University campus and by way of, including but not limited to, social-media, posters, advertisements.
3. The Sponsor will not be permitted to promote itself directly or indirectly on any Monash University campus unless it is through the MGA Graduate Group.
4. Entering into exclusive sponsorship agreements by student groups including the MGA Graduate Group is prohibited.
5. Nothing in this Memorandum is intended to bind Monash University, or the MGA or any other entity.
6. Sponsorship money may not be used for any political purposes in observance of the Higher Education Support Act 2003 (Commonwealth).
7. In the event of a serious breach of this Memorandum, or any action by either party which is contrary to law, this Memorandum will terminate immediately and the party responsible for the breach or illegal conduct may be reported to relevant authorities, including Monash University without notice.

**Signatures of parties**

Signed for, and on behalf of the parties by their authorised representatives.

SIGNED on behalf of the SPONSOR.....

Name and capacity: ..... Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Signed by: .....

.....  
Witness (signature) (Print name) date

SIGNED by Executive Member on behalf of the MGA Graduate Group

MGA Graduate Group name:.....

Name: ..... Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature .....

.....  
Witness (signature) (Print name) date

Schedule C

**MGA GRADUATE GROUP SPONSORSHIP AGREEMENT**

**This Agreement is between the following parties:**

Monash Graduate Association Inc. (“MGA”)  
of Level 1, 21 Chancellors Walk, Monash University Clayton Victoria 3800

and

.....  
MGA Graduate Group

**Principles**

- A. The MGA is a not-for-profit, incorporated association.
- B. The MGA is recognised under Part 9 of the Monash University (Council) Regulations as the representative body for graduate students enrolled through Victorian campuses. The MGA has an obligation under the SSAF legislation to provide services and activities of direct benefit to its graduate constituents.
- C. An MGA Graduate Group is a group of students of Monash University, sharing a common interest in their degree or associated subject-matter.
- D. The Parties share a mutual interest in contributing to a better student experience for their Cohort by hosting among other activities, social and networking events.

**Legal**

This Agreement is made pursuant to the MGA Constitution, and the Associations Incorporation Reform Act 2012 and is governed by the laws of Victoria. The Parties adhere to the SSAF distribution allocation principles set down in the Higher Education Support Act 2003 (Commonwealth) and the attendant Student Services, Representation and Advocacy Guidelines. The Parties pursue their purposes and objectives in observance of the Monash University Act 2009 (Vic), the University Statutes and Regulations.

**Background**

- A. Monash University collects the SSAF from its students and allocates a portion as funding to the MGA.
- B. Monash University recognises that groups of students get together based on shared interests and conduct activities, social networking and events as part of group memberships.
- C. The MGA may affiliate with, or support any Student Club or Graduate Group and offer funding to it for the purposes of providing social or academic support events.
- D. This agreement is intended to outline the rules governing Sponsorship Agreements entered into by the MGA Graduate Group with an External Entity called a Sponsor.
- E. The Parties are accountable to their respective Cohorts and the MGA.

F. The Parties will continue to defend, protect, and promote the interests of the MGA as a self-governing association.

G. The MGA Graduate Group will continue to expend any income from Sponsorship Agreements to benefit their Cohort.

H. Nothing in this Agreement is intended to fetter the autonomy of the MGA or its operational and financial independence, in any way whatsoever.

I. Nothing in this Agreement is intended to be a revenue or fund-sharing arrangement.

J. Nothing in this agreement creates an employment relationship between the MGA and the MGA Graduate Group.

## MEANINGS

In this agreement these words have the following meanings:

**Cohort** means the students represented by the Parties: in the case of MGA, all graduate students enrolled through all Victorian campuses of Monash University; in the case of the MGA Student Group, students interested in mutual topic or activity.

**Commencement Date** means from the time both parties sign the agreement if signed on the same day but in any event, from the time of the last signature.

**Confidential Information** means information of any kind, in whatever form transmitted, whether or not marked as confidential, which, because of its confidential character, is capable of protection by contract or equitable means and includes information which may be of a valuable commercial or technical character. Confidential Information expressly includes any and all of the Parties' student data. Information is no longer confidential if it is in the public domain at the time of disclosure; is published or otherwise becomes part of the public domain by a party not a party to this agreement; or if it must be disclosed by law, provided, however, that the disclosing party gives reasonable notice of any compelled disclosure by law;

**End Date** means the agreed end date

**External Entity** means any organisation, club, society, body corporate, corporation, company, trust or any other body capable of entering legal transactions on its own behalf that is not MGA or Monash University and may be referred to as a Sponsor.

**Graduate Group** means a group of Monash University Graduate Students, which includes any organising committees for conferences and seminars, and may include a minority of Monash University undergraduates.

**Group Grant Scheme** means money provided by the MGA at the MGA's sole discretion for the use of an MGA Student Group accordance with the provisions in this Agreement.

**Intellectual Property** ("IP") means proprietary and other rights recognised in Australia or the world, in relation to all inventions, improvements, patents, patent applications, copyrights, trade secrets, systems, methodologies, business practices, including in software and in written materials, trademarks, trade names, designs, which are created or are in the process of creation;

**MGA** means the Monash Graduate Association Incorporated;

**Monash University** includes all Monash University campuses in Australia and overseas and Monash College.

**Publication** means any conference paper, report, article for a journal, advertisement, portion of a book, broadcast, or other means of public disclosure which may emerge from the MGA Student Group activities.

**SSAF** means the Student Service and Amenities Fee collected by Monash University pursuant to the Higher Education Support Act 2003 (Commonwealth) and the attendant Student Services, Representation and Advocacy Guidelines.

**Sponsor** means any External Entity.

**Sponsorship Agreement** means financial support provided to the MGA Student Group by the Sponsor who may be an individual, organisation or entity, incorporated or not, which may generate consumer preference and foster brand loyalty. It includes any arrangement, understanding or agreement, whether oral or in writing where an external entity provides any goods or services to the Student Group on any terms which may be agreed and are the subject-matter of separate agreements.

**MGA Graduate Group (MGAGG)** means a Graduate Group that has been registered with the MGA.

#### **THE MGA GRADUATE GROUP AGREES:**

7. They may enter into Sponsorship Agreement(s) for the benefit their Cohort, with entities, corporate or otherwise, which may be external to Monash University.
8. To conduct discussions with the MGA and specifically with an allocated MGA Staff member responsible for groups administration, prior to signing any Sponsorship Agreement.
9. To obtain MGA approval of any sponsorship arrangement and to follow any process the MGA may stipulate to implement the arrangement.
10. To abide by the MGA Constitution.
11. Not to enter into an agreement relating to a prohibited activity as described in this agreement.
12. To submit any Sponsorship Agreement to the nominated MGA staff member for approval prior to it being executed by the Student Group with any third party.
13. To submit all monies received to the MGA Finance department for handling, administering and processing.
14. That any membership fee charged to the MGA Graduate Group members must be approved by, and reported to, the MGA.
15. To update the MGA of any changes to the MGA Graduate Group executive committee membership.
16. To submit to an annual MGA Graduate Group Grant audit by mid-December.
17. To complete the required MGAGG invoice and submit it to the MGA as required.

18. That where the MGAGG seeks sponsorship from an External Entity with similar business interests to those of the MGA, the following conditions apply:
  - a. The MGAGG must advise the Sponsor that it will not be allowed to promote itself directly on campus, or by circulation of promotional material on campus;
  - b. Sponsors may, however, be acknowledged on promotional material circulated by a club where the material is primarily promoting the MGAGG or its event or activity;
  - c. Sponsorship agreements with External Entities cannot be exclusive.

**THE MGA AGREES:**

1. To provide limited administrative support for the MGAGG at its absolute discretion.
2. To grant access to the use of MGA meeting rooms at no charge.
3. To allow access and use to MGA equipment including sound equipment, trestle tables, beanbags, poster-boards and other event equipment at no charge.
4. To provide basic printing at no charge and to provide a discount on the costs of poster printing.
5. To provide basic binding and laminating at no charge.
6. To assist with merchandise and event ticket sales through a platform at no charge.
7. To negotiate access to free or discounted use of Monash University resources.
8. That any personal data relating to the MGAGG will be used solely in accordance with current data protection legislation and will not be disclosed to a third party without the MGAGG's prior consent.

**AND THE PARTIES AGREE:**

1. To continue to operate independently and autonomously of each other and at all times act in good faith.
2. If Sponsorship approval is granted to the MGAGG by the MGA, the MGAGG will receive a confirmation email from the MGA staff. The MGA finance team will provide a copy of the sponsorship invoice which the MGAGG must present to the Sponsor.
3. In the event the MGAGG fails to comply with any terms in this agreement, or any directions given by the MGA or engages in any action harmful to an individual or community or engages in conduct contrary to any law, the MGA may take immediate steps to terminate this agreement and may also bring disciplinary action against the MGAGG or individual member(s) including committee members, which may result in the MGAGG being reported to Monash University and/or being dissolved without prior notice.

**Prohibited activity**

1. MGA Graduate Groups may not obtain sponsorship from organisations whose activities, or purposes can be considered obscene, racist, sexist, promoting illegal activity or in any way likely to bring the MGAGG, the MGA, or Monash University into disrepute.
2. MGA Graduate Groups will not obtain sponsorship from any political organisations or organisations which provide any of the following services:

- a. Tutoring or training services that are similar to the teaching and learning services provided by Monash University; or
- b. English language training services intended to:
  - i. Enable a student to complete English language tests; or
  - ii. Enable a student to complete any other English language competency assessment required for entrance into a course at an Australian University or TAFE; or
  - iii. Enable a student to complete an English language assessment or competency test required for a purpose as required by the Department of Immigration and Border Protection; or
- c. Migration services, including but not limited to:
  - iv. The provision of advice to students regarding student visas, permanent residency, or any other relevant migration related issue; or
  - v. The holding of seminars or information sessions relating to any relevant migration issue.

### **Autonomy of the Parties**

1. The MGAGG will not, by virtue of this Agreement for any purpose, be deemed to be an officer, partner, employee, agent or sub-contractor of the MGA, or as having any power or authority to bind or represent the MGA.
2. Subject to the express provisions of this Agreement, the MGAGG will not make any agreements, representations, undertakings or warranties in the name of, or on behalf of, the MGA, and the MGA bears no liability for, any agreements, representations, undertakings, or warranties made by the MGAGG.
3. Nothing in this Agreement shall prevent the Parties from otherwise conducting their usual operations.

### **Intellectual Property**

1. Subject to this Agreement, any IP that comes into existence as a result of the Sponsorship Agreement will be jointly owned by the Parties, and any publication which comes into existence will be governed by the Vancouver Protocol authorship principles.
2. Nothing in this Agreement shall be construed as amounting to an assignment of IP rights and none of the Parties may assign, charge or otherwise deal with any of the rights or interests created by virtue of this Agreement.

### **Treatment of Confidential Information**

1. The parties agree for the duration of this Agreement, to use any Confidential Information of the other Parties or which comes into existence howsoever, only as needed to fulfil the purpose this Agreement.
2. The Parties agree to take reasonable measures to safeguard such Confidential Information and agree not to share the Confidential Information with any third party.
3. None of the Parties shall use another Party's name, trademarks or logos for any advertising or promotion or in association with any products or services, or publications without prior permission from the other Party.

### **Termination**

1. This Agreement will end as stipulated under this agreement unless both parties agree to extend it to a future agreed end date.

2. This Agreement shall remain in force for the benefit of the remaining Parties, provided there are a minimum of two members of the MGAGG.
3. In the event of a serious breach of this Agreement, the MGA may choose to terminate any association with the MGAGG and report any serious transgression to relevant authorities, including Monash University.

**Indemnity**

The MGAGG shall indemnify the MGA its related entities, officers, directors and employees, from and against any and all claims, losses, liabilities, damages, settlements, expenses, and costs (including legal costs on a solicitor and own client basis) that arise out of or relate to any breach by the MGAGG of this Agreement or any third party obligations it undertakes under this Agreement.

**SIGNATURE OF PARTIES**

This Agreement shall be effective when signed by all Parties listed below.

**SIGNED** on

(date).....

By and on behalf of the MGA Graduate Group.....

.....  
Full name and title of signatory

.....  
In the presence of:  
print full name of witness

**SIGNED** on

(date).....

By and on behalf of Monash Graduate Association Incorporated

.....

.....

Full name and title of signatory

In the presence of:  
print full name of witness

## Schedule D

### **MGA Graduate Groups**

#### **Code of Conduct**

This code of conduct applies to all funding recipients under the MGA Graduate Groups Funding Scheme and is subject to the Monash Graduate Association (MGA) Groups Regulations and Procedures.

This code applies to graduate students and student groups receiving:

- Seminar Organiser Funding Grant
- Conference Organiser Funding Grant
- Departmental Group Funding Grant
- Special Interest Group Funding Grant

This code of conduct sets out the MGA's expectations of behaviour of students supported through funding provided by the MGA. The requirements of behaviour are designed to foster an environment of support, sense of belonging, understanding, fairness, inclusion, and mutual respect, for all members of the Monash Graduate community. Members of the MGA and MGA Graduate Groups are entitled to feel safe when participating in MGA supported programs, events and activities.

In agreeing to receive MGA funding under the MGA Graduate Group Regulations and Procedures, you and the members of your MGAGG agree to abide by the following code of conduct when undertaking or promoting MGAGG events.

1. I will not behave in, or encourage others to behave in, a way which breaches the [Monash University Student Charter](#), [Monash Media Social Media Policy](#), or [Monash University Ethics Statement Policy](#).
2. I will treat others with respect, courtesy, and consideration at all times.
3. I will behave in a fair, responsible, and honest manner when engaging with others.
4. I will actively contribute to ensuring a safe environment for those around me, and not engage in risks which will endanger myself or others.
5. I will not damage or misuse any MGA or University property (including equipment and resources).
6. I will not engage in or use language or behaviour that is inappropriate, discriminatory, harassing, abusive, sexual, demeaning or culturally inappropriate.
7. I will treat all others with respect regardless of age, race, colour, sex, sexual orientation, gender identity, breastfeeding, physical or mental disability, marital status, family/carer responsibilities, religion, physical features, political opinion, pregnancy, language, political or religious beliefs or activities, national, ethnic descent or social origin.
8. I will comply with relevant laws and not engage in any form of illegal activity.