



Memorandum of Understanding

This Memorandum of Understanding (hereinafter "Memorandum" or "MOU") is dated this 20th of June 2025.

BETWEEN:

Konan Women's University 甲南女子大学

of the following address:

6-2-23 Morikitamachi
Higashinada Ward
Kobe, Hyogo 658-0001
Japan

AND

Navitas Bundoora PTY LTD, trading as La Trobe College Australia
Institute of Higher Education
(ABN 92 143 736 789, TEQSA PRV12186, CRICOS Code 03312D)

of the following address:

Sylvia Walton Building
La Trobe University
Bundoora VIC 3083
Australia

(referred to herein as "Parties" or individually as "Party")

BACKGROUND

The Parties are interested in working together in connection with the Purpose which is described in this Memorandum.

This Memorandum sets out the initial relationship between the Parties as well as the respective rights and responsibilities of each Party.

This Memorandum is not intended to be legally binding but is intended to document the expectations of each Party.

Each Party respectively is expected to act in good faith in accordance with this Memorandum.

(1) PROJECT AND PURPOSE

- (a) The Parties intend to investigate the prospect of working together and/or work together on a project which will be referred to as the KWU x LTCA friendship project ("the Project").
- (b) The project has the following purpose ("the Purpose"):
Provide KWU University students with opportunities to study English Language courses on campus at La Trobe College Australia within La Trobe University.

(2) TERMS OF MEMORANDUM

- (a) The Parties hereby acknowledge and agree that:
 - (i) The terms of this Memorandum are non-exhaustive; and
 - (ii) This Memorandum does not create any rights, obligations or duties for any Party.
 - (iii) This Memorandum is a statement of intent by the Parties and is intended to encourage mutual cooperation.
 - (iv) Notwithstanding the preceding subclauses hereof, this Memorandum provides an accurate representation of the Parties' respective intentions as at the date of this Memorandum.



(3) CHANGES TO MEMORANDUM

- (a) This Memorandum may be amended at any time by agreement between the Parties.
- (b) Any changes to this Memorandum must be made in writing and signed by the Parties.

(4) GENERAL OBLIGATIONS

- (a) Notwithstanding the non-binding nature of this Memorandum, the Parties will act in good faith and will use their best endeavours to achieve the Purpose and to give effect to the terms of this memorandum.
- (b) Each Party agrees to cooperate in the spirit of mutual understanding and goodwill in order to develop the Parties' relationships with one another and in order to pursue the Purpose.

(5) ROLES OF THE PARTIES

- (a) LTCA will have the following obligations in relation to the Project:
 - (i) Provide pre-arrival English Language placement testing to ascertain the level of English proficiency of prospective KWU students who may attend LTCA English Language programs.
 - (ii) Provide enrolled students with orientation and guidance to campus life, access to learning management software, a student e-mail address, and general support with settling into life in Australia.
 - (iii) Provide high-quality English Language courses as per LTCA's Academic Calendar.
 - (iv) Provide wellbeing and student welfare support during their studies in Australia.
 - (v) On successful completion of their studies, provide a certificate of completion and academic transcript to the home university.



(b) KWU will have the following obligations in relation to the Project:

- (i) Provide students with general and preparatory advice in relation to studying abroad in Australia.
- (ii) Act as a liaison between LTCA and students' families in the event of emergencies.
- (iii) Provide LTCA with feedback pertaining to student issues should they arise.

(6) INTELLECTUAL PROPERTY

- (a) In connection with each Party's participation in the Project, each Party respectively may generate, create, contribute to, write or produce intellectual property ("Project Intellectual Property").
- (b) Should a Party ("First Party") wish to utilise logos or images belonging to the other Party ("Second Party"), consent must be sought and granted in writing by e-mail prior to the use of said collateral.

(7) TIMING AND DURATION OF PROJECT

- (a) This Memorandum will commence on 20th of June 2025.
- (b) This Memorandum will remain in effect unless and until terminated by the Parties.
- (c) Either Party may terminate this Memorandum by providing one month's written notice to the other Party.

(8) CONSEQUENCES OF TERMINATION

- (a) In the event that this Memorandum is terminated:
 - (i) Neither Party will, under this Memorandum, incur any financial liability to the other Party; with the exception of:
 - (A) Unpaid tuition or fees associated with a student's enrolment.



LA TROBE
College Australia

(9) APPLICABLE LAW

Notwithstanding that this Memorandum is not legally binding, the Parties agree that in the event that laws need to be applied to it, the laws of the State of Victoria will apply.

SIGNED BY THE PARTIES THIS 20th of June 2025

Signed for on and behalf of Konan Women's University

Daisuke Umehara

Dean
Faculty of Global Studies

11/6/2025

Yoshitaka Iwasaki

Director
Centre for External Affairs
and Development

11/6/2025

Signed for and on behalf of La Trobe College Australia

Struan Robertson

College Director and Principal

14/07/2025

Petar Stojanovic

Director of Studies

14/07/2025