



Macquarie University Micro-Credential Terms & Conditions

1. Agreement

These terms and conditions are a binding legal agreement between you and Macquarie University (ABN 90 952 801 237, CRICOS Provider No: 00002J), of Balaclava Rd, North Ryde, NSW Australia 2109 (**University, us or we**) (together, the **parties** or a **party**) and apply to the provision of a Micro-Credential provided to you by the University (**Terms**).

2. Defined terms

The following definitions apply in these Terms:

- (a) **Award Course** means a program of learning that leads to the award of a qualification, such as diplomas, degrees and doctorates, approved by the Macquarie University Academic Senate.
- (b) **Fees** means any fees and charges the University advises are to be paid by you to enrol, and participate in, a Micro-Credential.
- (c) **Inherent Requirements** means the essential activities, capacities and academic requirements associated with the Micro-Credential.
- (d) **Micro-Credential** means a form of learning offered by the University and of the type set out in the Policy (available [here](#), as amended or replaced from time to time), and on successful completion, a certification that evidences your discrete learning and achievements.
- (e) **Student** has the same meaning as defined in the Macquarie University Student Rules.

3. Not a Macquarie University student

- 3.1 You will not be a University Student as a result of enrolling, participating in, or completing a Micro-Credential. Among other things, this means you will not be supplied with a University email address and you will not be entitled to access any benefits provided to University Students (such as library access). You will, however, be required to comply with all applicable laws and University policies.

- 3.2 If you are a University Student, then subject to clause 4.3(b) and 4.3(d) of these Terms, enrolment in a Micro-Credential will not impact your enrolment in your Award Course.

4. Your obligations

- 4.1 You acknowledge and agree that:
 - (a) you fulfil all prerequisites (if any) for entry into the Micro-Credential, as advised by the University through the web page for the Micro-Credential;
 - (b) you have read and understood the information pertaining to the Micro-Credential you have chosen, available on the web page for the Micro-Credential;
 - (c) you will be able to undertake the Inherent Requirements (if any) of the Micro-Credential, as advised by the University through the web page for the Micro-Credential;
 - (d) the Micro-Credential Fees do not include equipment or materials required, or any travel or other personal expenses incurred, through participation in the Micro-Credential;
 - (e) you are required to complete the Micro-Credential in the timeframe advised by the University; and
 - (f) you will provide a valid email address to the University (and will notify us of any change to your email address); and the University will communicate with you by way of e-mail.
- 4.2 You also agree:
 - (a) to provide truthful, accurate and complete information to the University at all times;
 - (b) to behave with honesty, integrity and respect while participating in the Micro-Credential, and in all dealings with the University and its staff, students, other participants in the Micro-Credential and the general public; and
 - (c) to maintain a satisfactory standard of academic integrity in the participation and completion of any Micro-Credential undertaken by you.
- 4.3 If you commit a breach of the obligations in subclauses (a) or (b) above, you agree to



rectify that breach as soon as possible. If you fail to do so:

- (a) we may suspend or cancel your enrolment in a Micro-Credential;
- (b) we may suspend you from the University permanently or for a period of time which, if you are enrolled in an Award Course, may impact on that enrolment;
- (c) you may not be permitted to enrol in any future Micro-Credential(s) or Award Course(s);
- (d) you may be subject to other reasonable disciplinary action determined by the University pursuant to the University's policies and procedures; and/or
- (e) if a digital badge or certificate has been awarded to you for the Micro-Credential to which the breach relates, we may withdraw or cancel the digital badge or certificate.

In all cases above, you acknowledge that you will not receive a refund (whether in full or in part) of any Fees paid by you.

5. Completion of a Micro-Credential

- 5.1 On successful completion of the Micro-Credential, you will receive a digital badge.
- 5.2 You acknowledge and agree that the digital badge may be offered through a third-party provider, who may request that you agree to that providers' privacy policy and terms of use.

6. Recognition of prior learning

The University has sole discretion to decide whether completion of a Micro-Credential will be recognised for credit towards an Award Course, or for facilitating entry to an Award Course. In exercising its discretion, the University will refer to the University's Recognition of Prior Learning Policy (available [here](#), as amended or replaced from time to time), the requirements of the Award Course, and other relevant matters, such as when the Micro-Credential was completed. If a formal credit arrangement is in place this will be advised by the University through the web page for the Micro-Credential.

7. Enrolment and Payment

- 7.1 Your enrolment is not complete and your position in the Micro-Credential offering is not secure until you have paid the Fees in full.
- 7.2 Payment for a Micro-Credential is due at the time of registration for the Micro-Credential. The University may suspend your participation in the Micro-Credential, and/or withdraw or withhold any certificate or digital badge issued for a Micro-Credential if your Fees are not paid by the due date specified by the University.

8. Refunds, rescheduling, and cancellations

- 8.1 If you wish to withdraw or cancel your participation in a Micro-Credential offering, you must e-mail microcredentials@mq.edu.au (**Notice**).
- 8.2 If the Notice is received by the University:
 - (a) more than 10 business days prior to the Micro-Credential commencement date, we will refund you 100% of the Fees already paid by you; or
 - (b) less than 10 business days prior to the Micro-Credential commencement date, no refund of the Fees will be given.
- 8.3 The University may re-schedule a Micro-Credential offering at its discretion if unexpected circumstances arise. In these circumstances, if you are unable to participate in the re-scheduled date(s), the University will refund you any Fees already paid.
- 8.4 The University may cancel a Micro-Credential offering at any time. The University will provide you with as much notice as possible of the cancellation. In the event of a cancellation you may transfer into the next scheduled micro-credential of the same description, provided there are places available or you may receive a full refund of the Fees already paid. To the extent permitted by law, the University will not be liable for any costs, expenses or losses incurred by you arising out of, or related to, the cancellation of a Micro-Credential offering.



9. Warranties

You agree that you:

- (a) have read, understood, and will comply with these Terms;
- (b) will comply with all applicable University policies and procedures, and in particular the:
 - i. Acceptable use of Information Technology Resources Policy,
 - ii. Student Complaint Management Procedure for Students and Members of the Public; and
 - iii. Student Code of Conduct,

available [here](#), as amended or replaced from time to time and which, for the purpose of these Terms only, a reference to a Student in these policies is taken to be a reference to you.

10. Privacy

You agree that:

- (a) we will collect, store, and use your personal information:
 - i. in accordance with the University's privacy policy and privacy management plan (available [here](#), as amended or replaced from time to time);
 - ii. in accordance with the collection notice provided to you with these Terms; and
 - iii. as specified in these Terms;
- (b) we may disclose your personal information to third parties who assist in the delivery of the Micro-Credential; and
- (c) we may disclose your personal information to third parties who facilitate the provision of a digital badge. This may include third party hosting arrangements that store information outside Australia.

11. Complaints

- 11.1 While you are not a Student as a result of enrolment in a Micro-Credential, any complaint about a Micro-Credential should be raised and will be dealt with in accordance with the Student Complaint Management Procedure For Students and Members of the Public (as amended or replaced from time to time).

- 11.2 While you are not a Student as a result of enrolment in a Micro-Credential, academic and non-academic misconduct will be managed in line with the arrangements and principles covered by relevant student policies including, but not limited to, the Academic Integrity Policy and the Student Code of Conduct.

12. Intellectual Property

- 12.1 Course materials may be provided to you as part of undertaking a Micro-Credential at the University (**Course Materials**).
- 12.2 You acknowledge and agree that all right, title and interest (including intellectual property rights) in the Course Materials vest in and remain the property of the University, its licensors and any nominated third party (as noted on the Course Materials) at all times.
- 12.3 You must not reproduce or communicate any part of the Course Materials or assessments (where applicable) in any manner without our prior written consent.

13. General

- 13.1 To the extent of any inconsistency between these Terms and the terms and conditions which specifically relate to a particular Micro-Credential, as communicated to you by the University (**Specific Terms**) at the time of your enrolment, the Specific Terms will prevail.
- 13.2 To the extent permitted by law, the University will not be liable for any costs, expenses or losses incurred by you arising out of, or related to, your enrolment or participation in a Micro-Credential.
- 13.3 These Terms may be altered, varied or replaced by the University from time to time, in its sole discretion. We will give you 7 days' notice of any such alteration, variation or replacement, at which time you will have 14 days to notify us of your intention to terminate this agreement and, if you have not yet attended your micro-credential offering you will receive a full refund of the Fees paid.

- 13.4 These Terms are governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the Courts of New South Wales, Australia.