This Agreement, made and entered into this 1st day of July—__, 198__
between the Council of the Footscray Institute of Technology, Victoria,
Australia (hereinafter, "FIT") and Virginia Polytechnic Institute and State
University (hereinafter, "Virginia"), is entered into for the cooperation of the
two said Institutions (hereinafter, Institutions) in the areas of education,
training and research.

Whereas FIT and Virginia seek to enhance the quality of their programs and to
develop new programs to meet the educational objectives of their Institutions;

Whereas FIT and Virginia seek to promote international understanding and to make
educational opportunities at their Institutions available to citizens of other
nations;

Whereas FIT and Virginia would mutually benefit from the cooperative relationship
herin proposed;

NOW, THEREFORE, FIT and Virginia agree as follows:

1. At the request of the other, each Institution shall evaluate and respond to
   any proposal for activities of cooperation pursuant to the terms of this
   Agreement.
2. Each Institution, in keeping with its own goals and objectives, shall identify specific activities for cooperation with the other. These activities may include, but are not limited to, the following:

-- Student exchange as described in Exhibit A "Activities of Cooperation" appended hereto and incorporated herein;

-- Teaching-faculty exchange for professional development as described in Exhibit A "Activities of Cooperation" appended hereto and incorporated herein;

-- Joint sponsorship of professional meetings as described in Exhibit A "Activities of Cooperation" appended hereto and incorporated herein;

-- Visiting fellowships as described in Exhibit A "Activities of Cooperation" appended hereto and incorporated herein;

-- Joint publication activities; and

-- Joint research activities.

3. For each activity or set of activities of cooperation to be performed under this Agreement, both Institutions shall enter into a separate contract based on this general Agreement. It is understood that, in such contracts, the parties may agree on all such conditions as they may consider
appropriate to perform the activity or set of activities. It is further understood that each Institution shall be solely responsible for the financial and other obligations it incurs as a result of any separate contract arising out of this Agreement.

4. The Institution receiving a proposal of Activities of Cooperation shall submit an itemized budget in United States dollars or Australian dollars to the other Institution. If the budget is accepted, it shall serve as the financial basis for a separate contract between the Institutions. It is understood that the accepted budget may be only one of several items to be included in the separate contract.

5. In addition to the above, the Institution receiving a proposal for Activities of Cooperation shall advise the other Institution of the resources it proposes to make available to meet the request.

6. Each Institution shall receive all payments from the other in the currency described in the accepted budget for any separate contract. The time and manner of payment shall be specified in the separate contract.

7. Each Institution shall be solely responsible for selecting its own faculty members, adjunct faculty and consultants for those specified activities agreed upon for cooperation.
8. Each Institution shall designate an individual who will be responsible on behalf of his/her Institution, for the coordination of all agreed upon activities and separate contracts. For FIU, until further notice, that individual is Dean of the John Reid Faculty of Business. For VPI&SU, that individual is Head of Department of Hotel, Restaurant and Institutional Management.

9. FIU and VPI&SU agree to binding arbitration to resolve any dispute concerning the application or interpretation of this Agreement or of any separate contract (unless the contract itself provides otherwise). Each party shall select one arbitrator. The two selected arbitrators shall agree upon a third. The arbitrators shall select the site where the arbitration will take place and shall be governed by the rules of the International Chamber of Commerce then in force.

10. All disputes that arise concerning the application and interpretation of this Agreement or any separate contract (unless the contract itself provides otherwise) shall be governed by the laws of the Commonwealth of Virginia, United States of America.

11. Force Majeure: If, as a result of an act of force majeure, including, without limitation, an act of God, war, riot, labor dispute, strike, or threat thereof, intervention of a government agency or Instrumentality or other occurrence beyond the control of either institution, either Institution is hindered in performing its obligations hereunder, then, in such event, that Institution shall have the right, upon notifying the other
or the occurrence of force majeure as herein defined, to suspend performance of the cooperative activity pursuant to this agreement and any contracts based on this Agreement until the event of force majeure has passed. The non-performing Institution must pay the other Institution any monies owed on a pro rata basis for services already provided.

12. **Termination:** Either Institution may, upon one hundred and eighty (180) days advance written notice, terminate this Agreement and any separate contracts based on this Agreement.

13. **Notices:** Any notice required or permitted under the provisions of this Agreement, including any notice of termination, shall be effective when personally delivered or sent by certified air mail, return receipt requested or recorded mail to:

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For Footscray Institute of Technology:

Dean, John Reid Faculty of Business
Footscray Institute of Technology
Ballarat Road,
Footscray, 3011
Victoria
Australia
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14. Modification: This Agreement contains the entire understanding of the parties. Any modification or alteration must be in writing and must be executed by both parties.

15. Scope: The provisions of this Agreement are expressly limited to the relationship between FIT and VPI&SU with respect to the educational understanding herein described. Nothing shall prevent either Institution from embarking upon other or additional educational programs, with or without the concurrence of the other party.

16. Legal Responsibilities of the Institutions: It is understood that, with regard to all terms of this Agreement, both Institutions are subject to and must comply with the Constitution and Laws of their own country, state, or province and other applicable rules and regulations, such as, in the case of FIT, the Instrument and Articles of Government.
17. Term: The term of this agreement shall be for four (4) years.

WITNESSES

For the Council of the Footscray Institute of Technology

President, Institute Council

Director

Dean, John Reid Faculty of Business

For Virginia Polytechnic Institute and State University

Head, Department of Hotel, Restaurant and Institutional Management

Dean, College of Human Resources

Director, Cranwell International Centre

Director, International Development

Acting Provost