Memorandum of Understanding

between

Victoria University of Technology

and

Virginia Polytechnic Institute and State University

Between Victoria University of Technology, a body politic and corporate established by Section 4 of the “Victoria University of Technology Act 1990” whose principal office is at Ballarat Road Footscray 3011 Victoria Australia (“Victoria University”).

and

Virginia Polytechnic Institute and State University (Virginia Tech), whose principal office is in Blacksburg, Virginia.

is entered into for the co-operation of the two said Institutions (hereinafter, Institutions) in the areas of education, training and research.

Whereas VU and Virginia Tech seek to enhance the quality of their programs and to develop new programs to meet the educational objectives of their Institutions,

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

Whereas VU and Virginia Tech would mutually benefit from the co-operative relationship herein proposed;

NOW, THEREFORE, VU AND Virginia Tech agree as follows:

1. At the request of the other, each Institution shall evaluate and respond to any proposal for activities of co-operation pursuant to the terms of this Agreement.

2. Each Institution, in keeping with its own goals and objectives, shall identify specific activities for co-operation with the other. These activities may include, but are not limited to the following:

   - Student exchange as described in Exhibit A “Activities of Co-operation” appended hereto and incorporated herein;
   - Teaching faculty exchange for professional development as described in Exhibit A “Activities of Co-operation” appended hereto and incorporated herein;
   - Joint sponsorship of professional meetings as described in Exhibit A “Activities of Co-operation” appended hereto and incorporated herein;
   - Visiting fellowships as described in Exhibit A “Activities of Co-operation” appended hereto and incorporated herein;
   - Joint publication activities; and
   - Joint research activities.
3. For each activity or set of activities of co-operation 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 Co-operation shall submit an itemised 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 Co-operation shall advise the other Institution of the resources it proposed 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 co-operation.

8. Each Institution shall designate an individual who will be responsible on behalf of his/her Institution, for the co-ordination of all agreed upon activities and separate contracts.

9. Australian Education Services for Overseas Students Act 2000 (ESOS Act) regulates various activities considered in this Memorandum that relate to Australia. Both institutions will mutually assist and cooperate to ensure that the abovementioned activities comply with the requirements pertaining to Victoria University’s ‘registered provider’ status under the ESOS Act. Those requirements include the terms of the National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students (The ESOS Act and National Code of Practice are available at www.dest.gov.au/eso).

10. Both institutions will mutually assist and cooperate to ensure that the activities considered in this Memorandum comply also with other applicable laws.

11. 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.

12. 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 of the occurrence of force majeure as herein defined, to suspend performance of the co-operative 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.

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

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.

16. Scope: The provisions of this Agreement are expressly limited to the relationship between VU & Virginia Tech 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.

17. 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 VU, the Instrument and Articles of Government.

18. Terms: The term of this Agreement shall be for five (5) years.

Signed on behalf of
Victoria University

[Signature]
Professor Elizabeth Harman
Vice-Chancellor & President
Victoria University of Technology

15/09/04
Dated

Signed on behalf of
Virginia Polytechnic Institute and State University

[Signature]
Dr. Charles Steger
President
Virginia Polytechnic Institute and State University

2/14/05
Dated

Dr. S.K. De Datta
Associate Provost for International Affairs
Virginia Polytechnic Institute and State University

3/17/2600
Dated

James A.V. Hyatt
Executive Vice President and Chief Operating Officer
Date:
AGREEMENT

EXHIBIT A

Activities of Co-operation

1. Student Exchange

Undergraduate students registered at either Institution and who are nationals or permanent residents of the country of their Institution of origin may study at the other Institution for a period not to exceed one year per exchange. Such study is limited to academic programs only and does not include industrial training or internship. There shall be no exchange of funds between the two Institutions in connection with any student exchange. Exchange students will remain registered and continue to pay all tuition and administration fees in full only at their origin Institution. They may have all credits earned for approved work at the other Institution fully transferred. *The transfer between the two Institutions of grades awarded will be evaluated with the goal of making such transfer administratively simple and academically fair. Exchange on provision of lodging for students is not included but will be considered for each exchange. Broadly reciprocal student exchanges may take place during the period of the agreement which may or may not be coincident or equal in number in any term.

* For credit to be accepted for transfer, students from Virginia Tech must obtain prior approval from the Dean of the College for any courses taken at other institutions. Only course credit hours, not grades, are transferable.

2. Teaching Faculty Exchange:

Detailed terms and conditions for the exchange of teaching faculty are subject to agreement in each individual case. The purpose of the exchange may be for teaching or research or both and the exchange may or may not be coincident. In addition to exchanges arranged as above, unilateral, short-term appointments at either of the Institutions will be promoted and facilitated.

3. Joint Professional Meetings:

The Institutions may from time to time jointly arrange to offer seminars, workshops, conferences, symposia or other professional meetings for the benefit of the international hospitality services industry. The location as to host country and site of such meetings and their duration, agenda, frequency, participants and other specific dimensions are subject to agreement in each individual case.
EXHIBIT A

Activities of Co-operation

(Cont’d)

4. Visiting Fellowships:

The exchange of visiting fellows between the Institutions shall be encouraged. These visiting fellows will participate in the planning, development and execution of specific projects and programs under the terms of this Agreement, as well as in the exploration of additional areas of co-operation and joint venturing. Specific terms and conditions for the exchange of visiting fellows are subject to agreement in each case.