MEMORANDUM OF UNDERSTANDING
between
VIRGINIA TECH
and
UNIVERSITY OF TECHNOLOGY, SYDNEY

In furtherance of the educational benefits that each institution can gain from the other, each agrees to enter into this Memorandum of Understanding.

In doing so, each institution acknowledges the high quality of the teaching and research conducted at the other.
MEMORANDUM OF UNDERSTANDING

In order to promote co-operation between Virginia Polytechnic Institute and State University (Virginia Tech) and the University of Technology, Sydney (UTS) ('the parties'), the parties agree as follows:

1. The parties will encourage direct contact and co-operation between their faculty and administrative staff, divisions and other units.

2. Within fields that are mutually acceptable, the parties intend to pursue the following general forms of co-operation:
   a. Visits by and exchange of students for the purposes of study and research.
   b. Visits by and interchange of staff for the purposes of research, teaching and discussions.
   c. Exchange of information including, but not limited to, exchange of library materials and research publications.
   d. Joint research activities.
   e. Joint participation in internationally funded projects.
   f. Joint course development and delivery.
   g. Participation in seminars and academic meetings for staff.

3. Both parties acknowledge and understand that all financial arrangements, if any, will be subject to negotiation and prior written agreement and any agreement will be subject to the availability of funds.

4. In respect to any particular form of co-operation, this Memorandum of Understanding (MoU) may have, from time to time, written agreements annexed to it with regard to any specific project.

5. If this MoU remains dormant for three years from the date it is signed by the parties, or by the later date of signature if the signatures are not concurrent, it will be deemed to have lapsed. Where this MoU continues to be active, the agreement shall remain in place for five years after signature, and the parties may agree to review it with a view to extending its term.

6. For the purposes of this MoU, ‘active’ means some substantive activity under at least one of the forms of co-operation outlined in clause 2 above.

7. This MoU may be terminated at any time by either party by mutual written agreement or in any event by twelve months written notice from either party to the other for any reason or for no reason.

8. Any termination of this MoU under clause 7 will not operate to prejudice an individual student or staff member engaged as at the date of termination in an activity outlined in clause 2. The intention is that such individual’s activity will be permitted to reach its natural or contemplated conclusion.

9. The parties acknowledge that UTS is an authority bound by the Privacy and Personal Information Protection Act 1998 (NSW) (‘the Act’).

10. Both parties acknowledge that Virginia Tech is accredited by the Southern Association of Colleges and Schools’ Commission on Colleges (SACSCOC) to award bachelor, master and doctoral degrees. The University of Technology, Sydney is not accredited by the Commission on Colleges and the accreditation of Virginia Tech does not extend to or include the University of Technology, Sydney or its students. Although Virginia Tech accepts certain course work in transfer toward a credential from the University of Technology, Sydney, or collaborates in other ways for generation of course credits or program credentials, other colleges and universities may or may not accept this work in transfer, even if it appears on a transcript from Virginia Tech. This decision is made by the institution subsequently considering the possibility of accepting such credits.

   Institutional Names on an Academic Credential. For undergraduate academic credentials, students taking courses from participating institutions in a collaborative arrangement may be awarded the academic credential from the SACSCOC-accredited institution when 25 percent or more credits were earned through that institution’s own direct instruction. For graduate academic credentials, students taking courses from participating institutions in a collaborative arrangement may be awarded the academic credential from the SACSCOC-accredited institution where one-third or more of the credits were earned through that institution’s own direct instruction.

   Use of the SACSCOC Logo. Neither Virginia Tech nor Partner institutions may use the SACSCOC logo. Its use is reserved exclusively for the Southern Association of Colleges and Schools Commission on Colleges

11. Each party will ensure that all public statements including statements to the media or articles relating to their joint activities are first cleared by the other party prior to release or publication.

12. No party will have the right to use the name or logo of another party without that party’s prior written consent and other conditions attached to such consent.

13. The parties agree that this MoU does not create or evidence a relationship between them of partnership, joint venture, employer and employee or agency.

14. The parties acknowledge that the academic and research standards properly established by each of them must be maintained at all times and that the relationship between the parties will not operate to constrain the other party from
applying those standards.

15. The parties acknowledge that UTS is an authority bound by Australian Commonwealth and State legislation including work health and safety obligations in respect to its students, staff or research connected to this MoU. Virginia Tech agrees to take reasonable steps to comply with such obligations when requested by UTS.

16. Where a problem or dispute arises between the parties they will first seek to resolve that dispute between themselves and will use their best endeavours to settle the problem or dispute by direct negotiation.

17. This MoU may be varied by a further written document signed by the parties that expresses an intention to vary this MoU.

18. This MoU does not legally or financially bind either of the two universities. Its aim is to promote relations that will mutually benefit each institution, this being the primary aim of university collaboration.

19. The address for notices at Virginia Tech is:

Anthony Lizan
Program Coordinator
Office of International Education Research & Development
529 Prices Fork Rd Blacksburg, VA 24061
United States of America
Telephone: +1 540-231-8030
Facsimile: +1 540-231-2439 Email: alizar@vt.edu

The address for notices at the University of Technology, Sydney is:

Ms Tze Ay Chush
Director
UTS: International
University of Technology, Sydney
15 Broadway, NSW 2007, Australia
Telephone: +61 2 9514 8075
Facsimile: +61 2 9514 1530
Email: ir.partners@uts.edu.au
Signed for the parties as a MoU by:

Professor William Purcell
Deputy Vice-Chancellor and Vice-President
(International and Development)
University of Technology, Sydney

Date: 12/6/2013

Dr. Charles W. Steger
President
Virginia Tech
Blacksburg, VA, USA

Date: 5/10/2013
17 June 2013

Dr Guru Ghosh
Associate Vice-President for International Affairs
Outreach and International Affairs
Virginia Polytechnic Institute and State University
319 Burruss Hall (0265)
800 Drillfield Drive
Blacksburg, VA 24061
USA

Dear Guru

MOU between Virginia Tech, USA and the University of Technology, Sydney

I am pleased to inform that an MOU between our two institutions have been duly signed. Please find attached two copies of the MOU for your record.

We are eagerly awaiting the results of the VTech Global competition results and hope that the UTS team will emerge in the top!

Warm regards

[Signature]

Cc Mr Anthony Lizan
17 June 2013

Dr Guru Ghosh
Associate Vice-President for International Affairs
Outreach and International Affairs
Virginia Polytechnic Institute and State University
319 Burruss Hall (0265)
800 Drillfield Drive
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✓ Cc Mr Anthony Lizan

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UTS: INTERNATIONAL
Tze Ay Chuah
Director

T: +61 2 9514 8076
F: +61 2 9514 7843
E: Tzeay.Chuah@uts.edu.au

Main Campus
PO Box 123 Broadway
NSW 2007 Australia
T: +61 2 9514 1531
E: DirectorUTSInternational@uts.edu.au
www.uts.edu.au/international