

International Cooperation Agreement

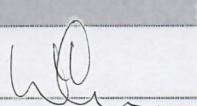

Parties

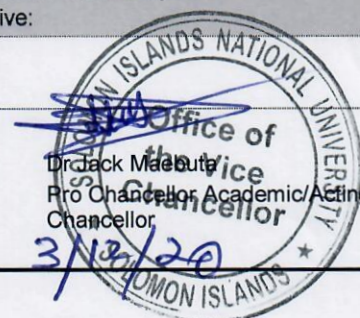

UQ	SINU
The University of Queensland ABN 63 942 912 684	Solomon Islands National University

Key Details

Commencement Date	The date on which the last party signs this Agreement	
Term	[Five] years after the Commencement Date	
	UQ	SINU
Representative		
Name	Professor Jennifer Corrin	Dr. Jack Maebuta Pro Vice Chancellor Academic/Supervising Vice Chancellor
Position	Director, Comparative Law, Centre for Public, International & Comparative Law	
Phone	+61 7 336 52295	+677 42680 Ext 2680
Email	j.corrin@law.uq.edu.au	pvca@sinu.edu.sb ; jack.maebuta@si
Notices		
Name	Dr Jessica Gallagher	Dr. David Welchman Gegeo Dr. David Welchman Gegeo
Position	Director, Global Engagement & Entrepreneurship	Associate Professor (Social Sciences and Humanities. Director, Office of Research and Postgraduate Studies Head (Ag) School of Humanities Faculty of Education and Humanities
Address	The University of Queensland St Lucia Brisbane Australia 4072	Kukum Campus, SINU.
Email	j.gallagher@uq.edu.au	David.gegeo@sinu.edu.sb Director.ORPS@sinu.edu.sb

Signed as an Agreement

Signed on behalf of UQ by an authorised representative:		Signed on behalf of SINU by an authorised representative:	
			
Signature		Signature	
Name	Mr Rongyu Li	Name	Dr Jack Maebuta Pro Vice Chancellor Academic/Supervising Vice Chancellor
Title	Vice-President (External Engagement)	Title	
Date	8-12-20	Date	3/13/20

Background.

- A. UQ and SINU are leading educational institutions.
- B. The parties wish to discuss opportunities for co-operation and collaboration in areas of mutual interest on the terms set out in this agreement.

Terms.

1 Intention to co-operate and collaborate.

- 1.1. The parties agree to discuss opportunities for co-operation and collaboration in areas of mutual interest, as set out in this agreement.

2 Areas of mutual interest.

- 2.1. The parties wish to have further discussions about areas of mutual interest, which may include:

- (a) Articulation of students;
- (b) Visits by academic staff from both Universities (faculty & technical & admin);
- (c) Sharing of academic materials;
- (d) Collaborative research and publications
- (e) Joint organisation of conferences, seminars or other academic meetings
- (f) Joint organisation of special technical or administrative programs; and
- (g) Joint production and delivery of courses and programs.

3 Sharing of information.

- 3.1. Each party will provide the other party with relevant and up-to-date materials in relation to areas of mutual interest, including applicable policies and procedures, course materials and promotional materials.

4 Conduct of discussions.

- 4.1 Nature of discussions.

- 4.1.1. The parties will engage in amicable, full and frank discussions in relation to areas of mutual interest.

- 4.2 Representatives.

- 4.2.1. Each party will appoint at least one designated representative to facilitate discussions with the other party. The parties' representatives at the date of this agreement are set out in the Key Details.

- 4.3 Compliance with law.

- 4.3.1. Each party will comply with all applicable laws, and its own rules, internal policies and procedures during any discussions.

- 4.4 Advice and approvals.

- 4.4.1. A party may obtain relevant professional advice and internal approvals in relation to topics discussed.

5 Further documentation.

5.1. The parties will execute one or more separate agreements if they decide to collaborate in relation to an area of mutual interest.

6 Publicity.

6.1. Neither party may publish or distribute any public statement or marketing or publicity material that refers to the other party without the prior written approval of the other party.

7 Non-exclusive.

7.1. This agreement is non-exclusive and the parties may enter into agreements with other parties covering collaboration on activities within the scope of this agreement.

8 Confidential information.

8.1. Each party agrees not to use confidential information provided by the other party other than for the purpose of performing their obligations under this agreement, or disclose such information except:

- (a) where the relevant information is publicly available (other than as a result of a breach of this agreement);
- (b) to any person in connection with an exercise of rights or a dealing, or proposed dealing, with rights or obligations in connection with this agreement;
- (c) to its officers, employees, agents, contractors, legal and other advisers and auditors;
- (d) with the consent of the party who provided the information (such consent not to be unreasonably withheld); or
- (e) any disclosure the disclosing party reasonably believes is required by any law, securities exchange or rating agency.

Each party consents to disclosures made in accordance with this clause. This clause survives termination of this agreement.

9 Representations and warranties.

9.1. Each party represents and warrants that, as at the date of this agreement:

- (a) it has the necessary power to enter into this agreement, and to perform its obligations and exercise its rights under this agreement;
- (b) it is authorised to operate under the law of its jurisdiction;
- (c) it is in material compliance with all applicable laws, regulations, policies and standards, including anti-corruption laws; and
- (d) it will not, and will ensure that its personnel do not, engage with any persons, companies or other entities subject to applicable international or other sanction lists.

10 Anti-discrimination.

10.1. The parties must comply with and observe the principles of anti-discrimination. The parties must act without regard to race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status or disability or any other basis protected by law.

11 Term and termination.

11.1 Term.

This agreement commences on the Commencement Date set out in the Details and continues until the End Date ("Term"). If a party wishes to discuss extending the Term of the agreement, it will notify the other party at least six months before the expiry of the Term and then the parties will engage in discussions to reach mutual and beneficial agreement as to any extension.

11.2 Termination.

Either party may terminate this agreement at any time upon six months' prior written notice to the other party. Termination of this agreement does not affect any separate agreements between the parties.

12 General.

12.1 Notices.

12.1.1. A notice from one party to the other must be signed by the party giving the notice and hand delivered, sent by prepaid post or electronic mail to the person referred to in the Key Details.

12.2 Dealing with interests.

12.2.1. Neither party may assign, novate, or otherwise deal with its rights or obligations under this agreement or allow any interest in them to arise or be varied without the consent of the other party, which consent must not be unreasonably withheld.

12.3 Variation and waiver.

12.3.1. A provision of this agreement, or right, power or remedy created under it, may not be varied or waived except in writing signed by the party to be bound.

12.4 Counterparts.

12.4.1. This document may consist of a number of copies, each signed by one or more parties to it. If so, the signed copies are treated as making up a single document.

12.5 Entire agreement.

12.5.1. This agreement comprises the Standard Terms and the attached Key Details.

This agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

13 Governing law.

13.1. The law in force in Queensland, Australia governs this agreement and, to the extent the law permits, all matters in connection with this agreement including any non-contractual matters. Each party submits to the non-exclusive jurisdiction of the State courts in Queensland, Australia and the Federal Court of Australia.