

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made on the day of 2011

BETWEEN **JAMES COOK UNIVERSITY ABN 46 253 211 955** a body corporate established under the *James Cook University Act 1997 (Qld)* of 1 James Cook Drive, Townsville, 4811 in the State of Queensland

(in this MOU called "JCU")

AND

NHA TRANG UNIVERSITY was found following the Decision No. 155-CP of the Prime Minister signed on August 16, 1966, at this time the university was named *the Fisheries University*. Following the Decision No. 172/2006/QĐ-TTg by the Prime Minister signed on July 25, 2006 the name was changed to *Nha Trang University* located on 2 Nguyen Dinh Chieu Street, Nha Trang City, Khanh Hoa Province, Vietnam

(in this MOU called "NTU")

1. STATUS OF THIS MEMORANDUM OF UNDERSTANDING

- 1.1 This document is not intended to be legally binding.
- 1.2 This document may be the basis for the preparation of formal contracts or agreements between the parties. For the purpose of implementing each specific contract or agreement activity, both institutions shall prepare the necessary documentation which shall be the object of a Specific Agreement/Contract, to be executed by the concerned parties.
- 1.3 The parties do not intend to enter into any legal relationship unless and until such formal contracts or agreements are executed.

2. OBJECTIVES OF THE PARTIES

- 2.1 NTU and JCU desire to work together to expand cooperation and the exchange of ideas in areas of mutual interest.
- 2.2 NTU and JCU wish to carry out programs and activities in cooperation with each other.
- 2.3 NTU and JCU may wish to undertake programs in the areas of:
 - a) exchange of teaching staff and researchers;
 - b) joint development of research projects;
 - c) joint organisation of scientific and cultural events;
 - d) exchange of students;
 - e) exchange of members of their technical and administrative staff;
 - f) shared courses and subjects
 - g) dual degrees
 - h) articulation

3. PROCEDURE OF EXCHANGE

- 3.1 Student exchange programs shall be arranged through the Student Mobility Manager and relevant faculties, schools, departments, colleges, institutes or academic unit of NTU and JCU subject to the approval of the appropriate authority at each institution.

3.2 JCU and NTU recognise that exchanges may not be simultaneously reciprocal. JCU and NTU will develop a separate exchange agreement, which will include the necessary terms and conditions to govern the exchange.

4. COORDINATION AND MANAGEMENT

4.1. To fulfil the aims of this MOU the parties shall each appoint a coordinator to develop and manage the joint activities undertaken, specific details of which will be set out in formal agreements. Any such formal agreements shall include:

- (a) the responsibilities of each party;
- (b) a schedule of the specific activity;
- (c) a budget and sources of finance for each activity; and
- (d) management details for the conduct of each activity

5. PROMOTIONAL MATERIAL

5.1. All promotional material used by either party relating to this Memorandum of Understanding must be submitted to the authorised representative of the other party for approval in writing prior to publication.

5.2. The authorised representatives for approval are set out below:

- (a) NTU: Dr. Trang Si Trung
NTU Vice Rector, External Affairs
- (b) JCU:
JCU Associate Director, International Marketing

6. DURATION AND TERMINATION

6.1. This MOU shall become effective on the date this document is executed by the parties and shall remain in force for a period of three (3) years.

6.2. Upon the completion of this term, the MOU may be revised, upon the assent of both institutions, and such renewal shall take the form of a new Memorandum of Understanding or of a specific Agreement or Contract.

6.3. Either party may at any time terminate the MOU by the giving of 90 days written notice.

7. RELATIONSHIP BETWEEN THE PARTIES

7.1 Nothing contained in this document shall be construed as constituting a joint venture, partnership or formal business arrangement of any kind between the parties or of appointing either party as an agent of the other.

8. NOTICES

Any notices, or any form of communication between the parties to this MOU shall be in writing and shall be considered to have been served:

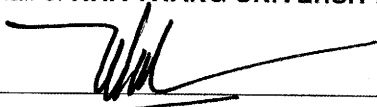
- a) in the case of delivery by hand, on the day of the delivery;
- b) in the case of delivery by post, on the 7th business day after posting;
- c) in the case of communication by facsimile, upon the sender receiving a transmission report confirming the successful transmission of that facsimile; and
- d) In the case of communication by email, at midday on the day following the successful despatch of the message.

9. VARIATION

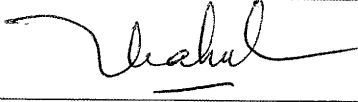
9.1 This MOU may be varied or amended by mutual consent of the parties, in writing, and such variation or amendment shall become part of this MOU upon the giving of that consent.

SIGNATURES OF PARTIES

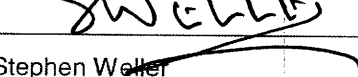
EXECUTED for and on behalf of **NHA TRANG UNIVERSITY**
by an authorised officer:

Signature 
Name Dr. Trang Si Trung
Position Vice Rector of External Affairs
Date 23/07/2012

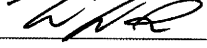
In the presence of:

Signature 
Name Dr. Do Thi Thanh Vinh
Position Dean of Faculty of Economics
Date 23/07/2012

EXECUTED for and on behalf of **JAMES COOK UNIVERSITY**
ABN 46 253 211 955 by an authorized officer:

Signature 
Name Dr Stephen Weller
Position Deputy Vice-Chancellor (University Services)
and Registrar
Date 09.07.12

In the presence of:

Signature 
Name WINSOME CUPITT
Position ADMINISTRATIVE OFFICER
Date 09.07.12