

Memorandum of Understanding
between
Centre for Pavement Excellence Asia Pacific Limited
and
??? University,???

In Melbourne (AUSTRALIA) on the (Date dd/mm/yyyy)

Between

On the one hand, Centre for Pavement Excellence Asia Pacific Limited, at RMIT University, School of Civil, Environmental and Chemical Engineering, 124 La Trobe Street, Melbourne, Victoria 3000, AUSTRALIA, and acting in name and on behalf of said Company, Brian Anthony O'Donnell as Managing Director/Chief Executive Officer,

And

On the other hand, (Name) University, at (registered address), and acting in name and on behalf of said university, (name of legal representative) as (responsibility/function).

It is declared:

1. That both Parties have common objectives to improve knowledge, engineering practice and human wellbeing through technical, educational and scientific fields of interest.
2. That the collaboration and exchange of experience and knowledge, as well as the provision of services between both Parties, are mutually beneficial for the social and technical progress of said Parties in the pursuit of their objectives.
3. Hereby, Centre for Pavement Excellence Asia Pacific Limited henceforth called The Centre, and (Name of second entity, Country of activity), henceforth called (acronym), and shall be collectively called the Parties.

For these reasons a Collaboration Framework has been agreed on by both Parties in accordance with the following clauses.

Collaboration Clauses

1.0 Purpose of the MOU Framework

The objective of this agreement is to establish an action plan for the collaboration between the Parties through specific project activities of mutual interest to improve academic, scientific and technical cooperation relations. Such activities may include the exchange of learned staff, researchers and students; publications, research projects and data between them for agreed activity.

2.0 Objective of the MOU Framework

The collaboration between the Parties will be fundamentally based on the execution of the following actions:

- 2.1 The development of studies and research projects of mutual interest.
- 2.2 The joint publication of research projects of mutual interest.
- 2.3 The diffusion of knowledge through organization of conferences, meetings and courses.
- 2.4 The systematic coordination of mutual services provision and joint cooperation in order to promote learning in the university environment.
- 2.5 The exchange of learned staff and/or researchers for the teaching of courses, the execution of research projects and/or specialist training.
- 2.6 The reciprocal support for mutually beneficial expansion activities.
- 2.7 Working towards work experience placements in order to facilitate the recognition of students' degrees.
- 2.8 Exchange of books, scientific publications, study programs, project learning, industry information, conferences, seminars and databases of mutual interest.
- 2.9 The entering of joint publication contracts in accordance with the budgetary resources of both Parties if there is an interest in publishing the results of research projects covered in this current Memorandum of Understanding Framework.

3.0 Specific Projects

Each one of the specific cases of the collaboration mentioned above will require the development of a specific project through which the necessary aims and means of its implementation will be identified. The specific proposals will be subject to approval by the competent authority of each party.

Specific projects included in this Memorandum of Understanding framework will be added as further attachments.

Each project related to research, teaching, or specialist training indicated in a specific contract, will cover, provided that they are relevant, the following aspects:

- 3.1 Definition of the objective to be pursued.
- 3.2 Description of the plan of action, including the project's different phases and development chronology.
- 3.3 Total budget and human and material resources required for said program, specifying the contributions of each entity.
- 3.4 Regulations for the coordination, execution and monitoring of the project.
- 3.5 Names of the persons, one for each party, who will be responsible for the running of each specific agreement.
- 3.6 Equipment provided by each of the parties and the purpose of their usage.

4.0 Funding

The financial sources of the projects and their management will be clearly indicated in the specific agreements.

Travel, maintenance and accommodation expenses and insurance cover, as well as any other economic requirement, must be specified in the according specific collaboration agreements.

Both Parties will provide, within their abilities and specific projects, financial resources and other forms of support for students and staff participating in exchanges.

5.0 Exchange Programs

Exchange of Project Staff

With the objective of reinforcing the joint projects and activities of both Parties, the exchange of staff will be encouraged further. Therefore, the Specific Agreement must define:

1. The working relationship that will be established over the exchange period.
2. The funding of travel and accommodation expenses.
3. The arrangements for travel, accommodation and all forms of support necessary in order to undertake scheduled activities and to facilitate the social and family life of the visitor.

Exchange of Students

The exchange of students will be conducted within a degree program, where experiential learning benefits the programs. The specific agreement should include:

1. The academic level which the student has had to achieve and the other conditions with which the student has had to comply in order to access the exchange program.
2. The project(s) in which the students are going to participate at the host location.
3. The number of students for each exchange.
4. The means of monitoring and assessment of students' work.
5. The selection process for students at the Party of origin and the acceptance process of the host Party.
6. The regulations to which students must adhere.
7. The funding of any fees travel, accommodation and maintenance expenses.

6.0 Management

The Centre will nominate an Agreement Framework Coordinator who will act as the contact person between the two Parties. This Coordinator will nominate further contacts for each of the activities or specific projects that will be conducted by means of this Agreement Framework.

7 Dispute Resolution

Both Parties are committed to amicably resolving any disagreement that may arise in the development of proposals for a specific project.

Controversy regarding the interpretation and execution of the present MOU will be subject to joint examination by representatives of both Parties elected through mutual agreement under management by the Agreement Framework Coordinator.

- 7.1 For specific projects the Parties shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 7.2 Where a dispute cannot be resolved amicably by agreement, the parties agree the matter can be referred for conciliation and/or arbitration in accordance with the rules of the International Convention on the Settlement of Investment Disputes (ICSID), so long as the host countries of both parties are members to the convention, at the time of engagement or contract.
- 7.3 The preferred venue of both parties in the case of an ICSID proceeding shall be the Australian Centre for International Commercial Arbitration at Melbourne.
- 7.4 Both parties agree that the decision of ICSID shall be binding and final, and shall at all times comply fully with the rules of the convention, and the resulting ICSID award.

8 Governing Language

- 8.1 The Contract shall be written in the language stated in the Special Conditions of Contract, and where not stated, it shall be deemed to be English.
- 8.2 All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the language stated in the Special Conditions of Contract, or as stated above.

9 Applicable Law

The Contract shall be interpreted in accordance with laws of the Commonwealth of Australia, Victoria, unless stipulated otherwise in the Contract.

10 Jurisdiction

The present MOU will remain applicable for 3 years from the date of the last signing, and can be renewed through the express agreement of both parties. A request to terminate this MOU, including recommended adjustments to specific projects nominated in attachments to the MOU shall be communicated to the other party with six months' notice.

With these conditions the present MOU is formalized, having been read through and approved by the appearing parties, and is signed in duplicate in the place and date indicated above.

_____ **Centre for Pavement Excellence Asia Pacific Limited, Australia**

(Position) _____

(Name) _____

_____ **(Second Party, Country)**

(Position) _____

(Name) _____