



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made on the 25of May2013

BETWEEN

JAMES COOK UNIVERSITY ABN 46 253 211 955 a body corporate established
under the *James Cook University Act 1997* of Townsville in the State of Queensland
(in this MOU called "JCU")

AND

SAM RATULANGI UNIVERSITY, MANADO, INDONESIA
(in this MOU called "UNSRAT")

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 UNSRAT and JCU desire to work together to expand cooperation and the exchange of ideas in areas of mutual interest.
- 2.2 JCU and UNSRAT share a commitment to strengthening the human resource base needed to ensure conservation and sustainable management of natural resources and the improvement in the livelihoods of the populations of the Asia-Pacific region.
- 2.3 UNSRAT and JCU wish to collaborate in pursuit of excellence in research, education and training in the fields of sustainable natural resources management and human development in the Asia-Pacific region with special emphasis on the development needs of Eastern Indonesia.
- 2.4 JCU and UNSRAT may wish to carry out programs and activities in cooperation with each other including but not restricted to:
 - a) exchange of teaching staff and researchers;
 - b) joint development of research projects and publications;

- c) joint organisation of scientific and cultural events (conference, seminars and symposium.);
- d) exchange of students;
- e) exchange of members of their technical and administrative staff;
- f) shared courses and subjects
- g) dual degrees

3. PROCEDURE OF EXCHANGE

The parties recognise that student exchange programs shall be arranged through the Student Mobility Manager and relevant faculties, schools, departments, colleges, institutes or academic unit of JCU and UNSRAT subject to the approval of the appropriate authority at each institution. It is recognised that exchanges may not be simultaneously reciprocal. A separate exchange agreement will be developed, which will include the necessary terms and conditions for the exchange to take place.

4. COORDINATION AND MANAGEMENT

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:

- the responsibilities of each party
- a schedule of the specific activity
- a budget and sources of finance for each activity
- management details for the conduct of each activity.

5. PROMOTIONAL MATERIAL

All promotional material used by the parties relating to this Memorandum of Understanding must be submitted to the UNSRAT International Relations office and the JCU Associate Director, International Marketing, for approval in writing prior to publication.

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 five years. Upon the completion of this term, the Memorandum of Understanding 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.
- 6.2 Either party may at any time terminate the MOU by the giving of 90 days written notice.

7. RELATIONSHIP BETWEEN THE PARTIES

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.
- d) In the case of communication by email, at midday on the day following the successful despatch of the message.

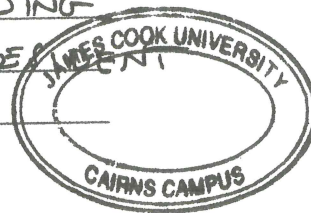
9. VARIATION

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 **JAMES COOK UNIVERSITY**
ABN 46 253 211 955 by an authorized officer:

Signature _____
 Name PROF. SANDRA HARDING
 Position VICE CHANCELLOR + REPRESENTATIVE
 Date 9-7-13



In the presence of:

Signature _____
 Name WINSOME CUPITT
 Position ADMINISTRATIVE OFFICER
 Date 9.7.13

EXECUTED for and on behalf of _____
 by an authorized officer:

Signature _____
 Name Prof. Dr. Donald A. Rumokoy, SH, MH
 Position Rector, Sam Ratulangi University
 Date 1 June 2013

In the presence of:

Signature _____
 Name Prof. Dr. David A. Kaligis, DEA
 Position Vice Rector for Collaboration and Public Relation
 Date 1 June 2013