

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF TEXAS AT EL PASO
AND
VICTORIA UNIVERSITY



VICTORIA
UNIVERSITY

A NEW
SCHOOL OF
THOUGHT



Table of Contents

BACKGROUND3
1. DEFINITIONS.....4
2. TERM AND TERMINATION.....4
3. AREAS OF ACTIVITY4
4. MUTUAL OBLIGATION.....5
5. CONFIDENTIALITY5
6. MEDIA.....5
7. ASSIGNMENT5
8. SIGNATORIES.....6

MEMORANDUM OF UNDERSTANDING

Between

VICTORIA UNIVERSITY

And

THE UNIVERSITY OF TEXAS AT EL PASO

The University of Texas at El Paso (UTEP) and Victoria University (VU),

Desiring to promote cooperation between their two institutions; including cooperation in common teaching and research areas, student support, regional economic and community development for a global economy, and institutional advocacy;

Emphasising the value of maintaining an agenda of access and success for disadvantaged communities in combination with an excellence agenda for research and engagement;

Believing that UTEP and VU have a vital role to play within their respective regions and the wider global educational community;

Aiming to create opportunities for cooperation on issues of mutual interest;

Have agreed to enter into a cooperative arrangement to advance the objectives of both organisations.

BACKGROUND

This Memorandum of Understanding brings together two institutions with a common interest in

1. *Access through the provision of high quality educational services to students who come from backgrounds with limited educational and financial resources and/or are culturally diverse for whom English is a second language.* This is a core element of both institutions' missions. It is also a point of differentiation within their respective national and international higher education contexts.
2. *Excellence through research.* Both institutions work in competitive national and global higher education markets and are carving out a niche as strong performers in specific areas of research expertise, particularly those linked to the needs of their regions.
3. *The economic and social well-being of their regions.* Both institutions continue to build their capacity to promote the social and economic development of their respective regions through teaching, research and engagement.
4. *A co-operative approach to working with local communities as a central element of engagement strategies.* Both institutions have built a constellation of collaborations with schools, community organisations, and industry to create better outcomes for their own students and for their regions as a whole.
5. *Development of transferable knowledge.* Both institutions are catalysts for knowledge transfer out of particular capabilities in education, research and regional engagement.

These common interests will allow both institutions to support collaborative and combined activities.

It is hereby agreed:

1. DEFINITIONS

- 1.1 In this Memorandum of Understanding unless inconsistent with the context:
 - a. "President" means the President of UTEP or his/her delegate who is authorised to act on his/her behalf;
 - b. "Vice-Chancellor" means Vice-Chancellor and President of VU or her/his delegate who is authorised to act on her/his behalf;

2. TERM AND TERMINATION

- 2.1 This Memorandum of Understanding will be in operation for 5 (five) years subject to any modification, renewal or termination by mutual consent. Amendments to the Memorandum of Understanding will be in writing and signed by both institutions.
- 2.2 This Memorandum of Understanding may be terminated prior to the end of term:
 - a. by mutual consent;
 - b. by notice in writing by either party giving at least three months' notice.

3. AREAS OF ACTIVITY

- 3.1 The scope of the shared commitments and shared approach between UTEP and VU will make for a multifaceted relationship that will grow as opportunities for collaboration arise. The two institutions desire to develop opportunities across the full range of their respective operations in which their respective capabilities and resources can be combined or coordinated targeting initially the following areas:
 - 3.1.1 **CORE TEACHING ACTIVITIES:** collaborative activities around shared interests in specific areas, for example, teacher education; transport and logistics; engineering, sustainability and environment.
 - 3.1.2 **CORE RESEARCH RELATED ACTIVITIES:** collaborative activities around shared interests in specific areas, for example, teacher education; transport and logistics; engineering, sustainability and environment.
 - 3.1.3 **STUDENT SUPPORT DEVELOPMENT ACTIVITIES:** collaborative activities that involve a sharing of knowledge, resources and capabilities to improve support for students in both teaching and learning and research. This may include student exchange and fundraising activities in support of students.
 - 3.1.4 **REGIONAL AND WORKFORCE DEVELOPMENT IN A GLOBAL ECONOMY:** collaborative activities which share knowledge and strategies for engaging with regional communities and industries for improved economic and social outcomes, and with particular reference to the impact of a changing global economy on local lives and workplaces.
 - 3.1.5 **INSTITUTIONAL ADVOCACY:** collaborative activities which further promote the interests of institutions with similar missions and facing similar challenges to VU and UTEP
- 3.2 The institutions intend that schedules will be added to this Memorandum of Understanding within three months of signing detailing each project including the responsibilities of each institutions relating to that project.

4. MUTUAL UNDERSTANDING

- 4.1 The Vice-Chancellor and the President will communicate as often as is necessary to review all aspects of the Memorandum of Understanding and will make any necessary recommendations to the institutions arising out of any such review.
- 4.2 Relationship Managers will be nominated, one from each institution, and will:
 - a. monitor the overall progress of activities under this Memorandum of Understanding; and
 - b. identify new, and modify existing, activities to advance the objectives of both institutions.
- 4.3 Each institution will carry out its obligations under the Memorandum of Understanding in accordance with the provisions of this Memorandum of Understanding and all applicable professional standards.
- 4.4 Both institutions will operate within their respective legislative, policy, procedural and quality assurance frameworks.

5. CONFIDENTIALITY

- 5.1 Each party ("First Party") warrants that it will not disclose or use any Confidential Information of the other ("Other Party") except:
 - a. with the written consent of the Other Party and for the purpose of, or in connection with, the performance of the First Party's obligations under this Memorandum of Understanding;
 - b. as required by Law; or
 - c. where such Confidential Information can be demonstrated to have been in the public domain at the time of the disclosure other than as a result of a breach of this Memorandum of Understanding.
- 5.2 Each party must take all reasonable steps to ensure that its Staff do not disclose Confidential Information.
- 5.3 Clauses 5.1 and 5.2 survive the expiry or termination of this Memorandum of Understanding.

6. MEDIA

An institution must not, and must ensure that its staff do not, make any statement to the media on behalf of the other institution.

7. ASSIGNMENT

Except with the prior written consent of the other institution, an institution must not assign or novate the whole or any part of the benefit or its obligations under this Memorandum of Understanding.

8. NO CONTRACT

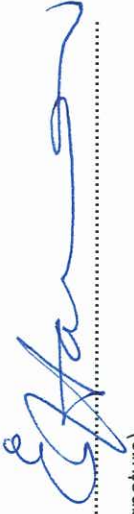
Except for the provisions of paragraph 4.4, 5, 6 and 7, this Memorandum of Understanding shall not be taken to create legal relations between the institutions.

8. SIGNATORIES

SIGNED for and on behalf of VICTORIA UNIVERSITY
by an authorised officer:

Vice-Chancellor or delegate

ELIZABETH HARMAN
VICE CHANCELLOR
(delegate name and title) PRESIDENT


(signature)
Date: 11 10 07

in the presence of
MIRIAM DICKINSON
ADMIN ASSISTANT
(witness name and title)


(witness signature)
Date: 11/10/07

SIGNED for and on behalf of THE UNIVERSITY OF
TEXAS AT EL PASO by an authorised officer:

President or delegate

DIANA NATALICIO
President
(delegate name and title)


(signature)
Date: 17-10-07

in the presence of
GARY EDENS
ASST VP STUDENT AFFAIRS
(witness name and title)


(witness signature)
Date: 17-10-07