

General Memorandum for Academic Cooperation and Exchange

BETWEEN

Solomon Islands National University

AND

University of New South Wales

This Memorandum of Understanding (MoU) is made and entered in Honiara this 2023

BETWEEN:

University of New South Wales (hereinafter referred to as "**UNSW**"**)** of University of New South Wales, UNSW Sydney, NSW 2052, Australia, Represented by the Associate Head (Education) of the Graduate School of Biomedical Engineering.

<u>AND:</u>

Solomon Islands National University (hereinafter referred to as **"SINU"**) of P.O.BOX R113, Kukum Campus, Honiara, Solomon Islands, Represented by the Vice Chancellor.

Hereinafter referred to as the "Parties".

Now the Parties agree as follows:

1. Objective

- 1.1. To extend the effective and mutually beneficial cooperation and development of academic exchange in education, research and other scientific areas.
- 1.2. To develop a program to unite our universities' students to provide assistive technology to help children with disability in the Solomon Islands.

2. <u>Scope of Cooperation</u>

- 2.1. The Parties shall cooperate in research and teaching, as well as other scientific areas. In particular, to promote the following collaborative activities:
 - a. Exchange of scientific materials, publications, and information
 - b. Exchange of faculty members and researchers
 - c. Exchange of students
 - d. Joint research and meetings for research

e. Other academic and cultural exchanges of mutual interests and benefits.

2.2. The Parties may establish supplementary agreements for specific cooperation projects between them. The exchange activities shall be carried out within the scope of each institution's financial, material, and institutional limitations.

3. Term of the MoU

3.1. This general memorandum shall be effective upon signature by the Parties and shall remain in force for a period of five (5) years. Thereafter, it shall be automatically renewed annually for successive periods of one year.

4. Financial Arrangement

4.1. The development and implementation of specific activities based on this MoU shall be separately negotiated and agreed upon between the Parties, which shall carry out such activities. Any specific activity are to be specifically detailed in separate Letter of Agreement (LOA), or Letters of Exchanges OR through an employment contract.

5. Intellectual Property

5.1. The Parties agree that, in the event of research collaboration leading to patent rights, copyrights, or other intellectual property rights, a further agreement must be negotiated in each case in accordance with the policies of the Parties on intellectual property.

6. Legal Effect

6.1. The MoU is founded in the true spirit of collaboration and is not legally enforceable, but it does not diminish the intention of the Parties to comply with the terms, conditions, responsibilities, and undertakings stipulated in this MoU.

7. Amendment

7.1. This MoU may be amended by mutual agreement of the Parties. Any such amendment shall be set out in writing and signed by both Parties.

8. Settlement of disputes

8.1. Any issue arising from the interpretation of this MoU shall be settled through consultations between the Parties or such other means as they may mutually decide.

8.2. In the case of any dispute pertaining to the interpretation or application of this MoU, the Parties shall seek to reach an amicable solution.

9. Termination

- 9.1. The MoU may be terminated at the end of the contract duration as stated in article 3 above.
- 9.2. The Termination shall only be taken after mutual consideration in order to avoid any possible inconvenience to either Party.
- 9.3. Either Party has the right to terminate the memorandum without liability by giving six months' notice in writing of such intent.

10. Language of Interpretation

10.1. This general memorandum is written, executed and shall be interpreted in English.

11. Force Majeure

11.1. Neither Party shall be held responsible for non-fulfilment of their respective obligations under this MoU due to exigency of one or more of the force majeure events such as, but not limited to, act of God, war, flood, earthquake, strikes, lockouts, epidermis, riots, civil commotion, etc., provided on the occurrence and cessation of any such events, the Party affected shall thereby give notice in writing to the other Party within one (1) month of such occurrence or cessation.

12. Governing Law

12.1. The construction, interpretation and enforcement of this MoU shall be governed by the laws of Solomon Islands.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures:

SIGNED on behalf of SIGNED on behalf of SINU by **UNSW** by Carle_ Office the Vice Chancello Prof. Transform Acord A/Prof Lauren Kark Associate Head (Education), Vice Chancellor MON ISI SINU Graduate School of Biomedical Engineering UNSW Date: 30.8.2023 Date:31/08/2023 Place: SOLOWIN IS. Place: Sydney, Australia Witnessed by Witnessed by: Signed: Signed: Hayley Kennedy Name EDWARD BIKU Name: Hayley Kennedy LEGAL OFFICER Title: Title: **Executive Assistant** Date: _ Date: <u>31/08/23</u>

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