



MontanaTech



Curtin University

MEMORANDUM OF UNDERSTANDING

For the Development of Academic and Research Collaboration

between

**CURTIN UNIVERSITY,
Perth, Western Australia**

and

MONTANA TECH

**MEMORANDUM OF UNDERSTANDING FOR THE DEVELOPMENT OF ACADEMIC
AND RESEARCH COLLABORATION**

1. PARTIES TO THE MEMORANDUM OF UNDERSTANDING

The Parties to this Memorandum of Understanding are:

CURTIN UNIVERSITY, ABN 99 143 842 569, a body corporate established under the *Curtin University Act 1966* (WA) of Kent Street Bentley, Western Australia 6102 ('Curtin').

MONTANA TECH OF THE UNIVERSITY OF MONTANA, a Montana University System public university at 1300 West Park in Butte, Montana, 59701.

2. INTERPRETATION

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise:

- (a) The singular includes the plural and conversely.
- (b) A gender includes all genders
- (c) If a word or phrase is defined its other grammatical forms have a corresponding meaning.
- (d) A reference to a clause or a Schedule is a reference to a clause or, a schedule to, this Memorandum of Understanding.

3. FIELD OF COLLABORATION

The Parties wish to enter into this Memorandum of Understanding (MoU) to explore opportunities for academic and research collaboration.

This MoU records the intention of the Parties in relation to the academic and research collaboration and the principles upon which such collaboration will be conducted.

4. AGREEMENT NOT BINDING

This MoU is being signed by the Parties to evidence their in principle non-binding intentions. The Parties acknowledge that no legally binding obligations are intended to arise between them as a result of the signing of this document. Binding obligations are only intended to arise upon signing by the Parties of a formal written agreement. Any action taken by any Party in anticipation of approvals will be at the sole risk of that Party. Neither Party can commit the other financially or otherwise to third parties.

The Parties agree and acknowledge that nothing contained in this MoU constitutes any of them as agent, partner or trustee of any other of them, or to have authority or power to act for, or create or assume any responsibility or obligation on behalf of, any other Party.

5. OBJECTIVES

The objectives of the Parties under this agreement are to:

- (a) work together and share information about their organisations to enhance each other's understanding of each Party's academic and research capabilities subject to confidentiality requirements of each Party; and
- (b) establish a working relationship targeted to the Parties' specific requirements and interests.

6. COOPERATION

The Parties agree to cooperate to:

- (a) encourage exchange between the Parties of staff and students;
- (b) exchange information relating to their scholarly activities in fields of mutual interest;
- (c) promote appropriate joint scholarly activities, with particular emphasis on internationally funded projects;
- (d) endeavour to encourage students and staff to spend periods of time in the host institution. The exchange of students will be dependent upon the execution of a formal Student Exchange Agreement mutually agreed between the parties in writing prior to the commencement of this activity;
- (e) conduct cultural projects, as mutually agreed in writing between the parties, prior to commencement of this activity;
- (f) conduct study tours, as mutually agreed in writing between the parties, prior to the commencement of this activity; and
- (g) provide Study Abroad opportunities to undergraduate and graduate level students as mutually agreed in writing between the parties prior to the commencement of this activity.

The costs incurred by a Party in facilitating the activities associated with this cooperation, between the respective institutions, will be the sole responsibility of that institution unless other arrangements have been agreed by the Parties in writing.

The Parties will use their best endeavours to foster academic and research collaboration between the institutions throughout the term of this MoU.

7. AGREEMENTS

Each activity or project to be initiated under this MoU will be subject to a further written agreement between the Parties to facilitate the implementation of the specific academic and research programs. Such agreements will set out the obligations of the parties in respect of the academic and research program including but not limited to funding, responsibilities and contributions of each Party, intellectual property ownership and protection, confidentiality, risk allocation and indemnity obligations to be undertaken by each Party.

8. TERM

The term of this MoU will commence on the date of execution for a period of five (5) years. The MoU may be extended for a further period by the mutual agreement in writing of the Parties under mutually agreed terms and conditions.

Either Party may terminate this MoU at any time during the term by the provision of three (3) months written notice of termination to the other Party.

9. CONFIDENTIALITY

Each Party is to treat all confidential information owned by the other Party which is specifically designated as confidential information in writing, including all information or material disclosed in relation to this MoU as confidential and shall not disclose or permit the same to be disclosed to a third party without the written authorisation of the disclosing Party. It shall be the responsibility of each Party to ensure that confidential information is only disclosed to those of its officers, employees or agents engaged in the performance of an academic or research program on a strictly "need to know basis" and have such officers, employees or agents sign written confidentiality undertakings as may be required.

This provision shall survive the termination or expiration of this MoU.

10. VARIATION

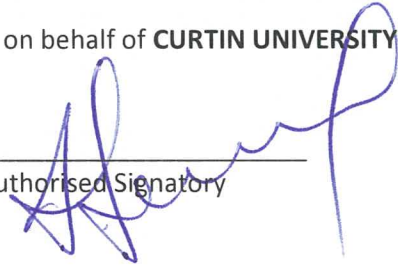
A provision of this MoU may not be varied or modified except by a separate written instrument which is signed by a duly authorised signatory of each Party.

11. USE OF NAME AND LOGO

Neither party shall use the name or logo, or any variation thereof, of the other party without first obtaining its written consent and subject to any directives which may apply to that written consent including compliance with a Party's brand policies and style guidelines.

Signed for and on behalf of **CURTIN UNIVERSITY** by

Signature of Authorised Signatory



Professor Simon Keeney
Name

A/ Deputy Vice-Chancellor (Academic)
Title

28/03/2018
Date

In the presence of

Signature of Witness

Name

Jennifer Young
Jennifer Young

Signed for and on behalf of **MONTANA TECH OF THE UNIVERSITY OF MONTANA** by

Montana Tech Chancellor Donald M. Blackketter

Date

In the presence of

Signature of Witness

Name

Donald M. Blackketter
April 9, 2018
Victoria L. Pagan
Victoria L. Pagan

Curtin University

And

Montana Tech

Contact Information for Memorandum of Understanding

<u>Name of Institution & Contact Details</u>	<u>Level of Cooperation</u>	<u>Type of Cooperation</u>
<p>Institution Name: Montana Tech Address: 1300 W. Park Butte, MT 59701</p> <p>Chancellor: Donald M. Blackletter</p> <p><u>Administrative Contact Person:</u> Dr Bev Hartline Montana Tech V.C. Position: Research/Dean of Graduate School 1300 W. Park, Butte, MT 59701 Telephone: +1 406-496-4456 E-mail: bhartline@mtech.edu</p> <p><u>Faculty Contact Person:</u> Scott Rosenthal Mining Engineering Telephone: +1 406-496-4867 E-mail: srosenthal@mtech.edu</p>	<p><u>Curtin</u> <input type="checkbox"/> Faculty Specify:</p> <p>X University wide</p> <p><u>Montana Tech</u> <input type="checkbox"/> Faculty Specify:</p> <p>X University wide</p>	<p>X Academic Cooperation</p> <p>X Research Cooperation</p>
<u>Curtin's Initiating Academic School / Faculty & Contact Details</u>	<u>Curtin's Additional School / Faculty & Contact Details</u>	<u>Comments</u>
<p>Contact Name: Professor Syed Islam</p> <p>Faculty/School: Faculty of Science & Engineering</p> <p>Address: Kent Street, Bentley Western Australia 6102, Australia</p> <p>Position: Dean, International Telephone: +61 8 9266 9273</p> <p>E-mail: S.Islam@curtin.edu.au</p>	<p>Contact Name: Mr Nigel de Silva</p> <p>Faculty/School: Curtin International</p> <p>Address: Building 100, Kent Street, Bentley Western Australia 6102, Australia</p> <p>Position: Deputy Director, Transnational Education and Partnerships Telephone: +61 8 9266 4426 E-mail: n.desilva@curtin.edu.au</p>	