

ACADEMIC COOPERATION AGREEMENT

between

THE UNIVERSITY OF WESTERN SYDNEY, AUSTRALIA

and

THE UNIVERSITY OF NEW MEXICO, USA

1.0 PREAMBLE

- 1.1 Recognising the mutual benefits to be gained through a cooperative program promoting scholarly activities and international understanding, the University of Western Sydney (hereinafter referred to as "UWS") and the University of New Mexico (hereinafter referred to as "UNM") enter into this Academic Cooperation Agreement (hereinafter referred to as the "Agreement") and agree to the following:

2.0 DEFINITIONS

- 2.1 In this Agreement, unless otherwise stated or the context otherwise requires:

- a) "Agreement" means this Agreement together with any Supplemental Letter of Agreement or attachments;
- b) "Party" means a party to this Agreement and includes their representatives; and
- c) "Coordinator" means an institutional representative designated as administrator and liaison for the Agreement.
- d) "Home University" means the University from which a student intends to graduate or the university which is the regular employer of staff participants, and;
- e) "Host University" means the university which has agreed to host Exchange participants.

3.0 OBJECTIVES

- 3.1 The objectives of this Agreement shall include, but not be limited to, the following:
- a) the development of collaborative research projects;
 - b) the organisation of joint academic and scientific activities, such as courses, conferences, seminars, symposia or lectures;
 - c) the exchange of research and teaching personnel;
 - d) the exchange of students; and
 - e) the exchange of publications and other materials of common interest.
- 3.2 Cooperative projects under this Agreement may include any of the academic disciplines of UWS and UNM.

4.0 IMPLEMENTATION

- 4.1 In order to carry out and fulfil the aims of this Agreement, UWS and UNM shall each appoint a Coordinator who shall manage the development and conduct of joint activities.
- 4.2 Either Party may initiate proposals for activities under this Agreement.
- 4.3 Specific details of any activity shall be set forth in a Supplemental Letter of Agreement, which upon signing by the President/Vice-Chancellor at each institution, shall become an integral part of the general Agreement. The terms of this Agreement will prevail to the extent of any inconsistency with any Supplemental Letter of Agreement
- 4.4 The Supplemental Letter of Agreement shall include such items as:
 - a) the elaboration of the responsibilities of each Party for the agreed upon activity;
 - b) schedules for the specific activities;
 - c) budgets and sources of financing; and
 - d) any other items necessary for the efficient achievement of the activity.
- 4.5 The Coordinators shall be responsible for the evaluation of activities under this Agreement according to the practices of their respective institutions.

5.0 INSURANCE AND INDEMNITIES

The Home University will be responsible for ensuring that that their staff and students are provided with and informed of insurance cover held by the Home University or of arrangements that the staff or student should make to obtain appropriate insurance cover.

6.0 DURATION AND TERMINATION OF AGREEMENT

- 6.1 This Agreement shall become effective on the date that it is signed by both parties and shall be valid for a period of three years, but may be renewed or extended by mutual consent expressed in writing.
- 6.2 Any changes to this Agreement shall be subject to the written consent of both Parties.
- 6.3 This Agreement may be terminated by either Party at any time provided that the terminating Party gives written notice of its intention at least six months prior to termination.

7.0 DISPUTE RESOLUTION

- 7.1 Any dispute arising under the terms of this Agreement shall be referred to an independent mediator as agreed by both Parties.
- 7.2 Where there are two or more versions of this Agreement in different languages, and where a dispute arises, the English version shall prevail for the purposes of interpretation of the Agreement.
- 7.3 The governing law of this Agreement shall be the laws in force in the State of New South Wales.

8.0 FORCE MAJEURE

Neither party to this Agreement shall be held liable for its failure to comply with any of the terms of this Agreement caused solely by fire, strike, lockout, war, insurrection, Government export controls, Government restrictions, force majeure or other causes beyond its control and without its fault ("the Force Majeure Event"), but the party affected by the Force Majeure Event shall use its best efforts to overcome such event and comply with the terms of this Agreement as soon as practicable and shall give written notice to the other party, giving details of the Force Majeure Event.

This agreement terminates and supersedes any existing or continuing Academic Cooperation Agreement and agreements supplementary to that agreement between the parties.

As witness to their subscription to the above articles, the representatives of UWS and UNM have hereunto provided their endorsement.

For and on behalf of

THE UNIVERSITY
OF WESTERN SYDNEY



Professor Janice Reid, AM
Vice-Chancellor & University President

10.3.09
Date

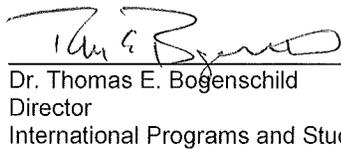
For and on behalf of

THE UNIVERSITY OF NEW MEXICO



Dr. Suzanne Ortega
Executive Vice-President & Provost

2-11-09
Date



Dr. Thomas E. Bogenschield
Director
International Programs and Studies

1-26-09
Date