

MEMORANDUM OF UNDERSTANDING

*Between*

THE STATE OF QUEENSLAND, AUSTRALIA

*and*

THE STATE OF SOUTH CAROLINA,  
UNITED STATES OF AMERICA

## TABLE OF CONTENTS

BACKGROUND.....	1
THE PARTIES AGREE AS FOLLOWS.....	1
1. Interpretation.....	1
2. Scope.....	2
3. Term.....	2
4. Objectives and Principles.....	2
5. Forms of Collaboration.....	2
6. Appendices.....	2
7. Termination.....	3
8. Amendment.....	3
9. Contacts.....	3
10. Resolution of Disputes.....	4
11. Other Agreements.....	4
EXECUTION BY THE PARTIES.....	4
APPENDIX 1.....	5

**MEMORANDUM OF UNDERSTANDING**

**QUEENSLAND-SOUTH CAROLINA  
K-12 EDUCATIONAL MEDIA CO-OPERATION ARRANGEMENTS**

**BETWEEN: THE STATE OF QUEENSLAND, AUSTRALIA**, through the Department of the Premier and Cabinet of 100 George Street, Brisbane in the State of Queensland. (AQueensland@)

**AND:**

**THE STATE OF SOUTH CAROLINA, UNITED STATES OF AMERICA**, through the Office of the Governor of the State of South Carolina, Columbia, South Carolina. (ASouth Carolina@)

**BACKGROUND**

- A.** Queensland and South Carolina share common and fundamental interests in the advancement of educational opportunities for their economic, social and cultural development; and
- B.** In August, 2000, representatives of the State of South Carolina traveled to Brisbane, Queensland, Australia to discuss and explore potential opportunities for collaboration and cooperation in the areas of tourism, commerce and education; and
- C.** As a result of discussions between representatives of the Queensland Department of the Premier and Cabinet, AccessEd of the Department of Education and South Carolina Educational Television, an agency of the State of South Carolina, a number of cooperative educational opportunities have been identified by the parties; and
- D.** The parties desire to record their respective intent to explore and develop specific collaborations between their respective agencies, that is South Carolina Educational Television and AccessEd.

**THE PARTIES AGREE AS FOLLOWS -**

**1. Interpretation**

**AMOU@** means this document called a Memorandum of Understanding all Appendices this document.

**aparties@** means the State of Queensland, Australia (Queensland) and the State of South Carolina, United States of America (South Carolina), their employees or their duly authorized agents.

**Aproject@** means the projects described in the Appendices to this MOU.

2

**Aperson@** includes natural persons, corporations and other entities recognized by law.

**AK-12 schools@** means all school years from Kindergarten to Grade 12.

## **2. Scope**

2.1 This MOU shall not create a legal relationship between the parties.

2.2 This MOU shall outline the collaborative arrangements between the parties in relation to the operation of the projects they undertake and attached as Appendices to this document.

## **3. Term**

3.1 This MOU shall commence on 23 August 2000 and remain in place until terminated.

## **4. Objectives and Principles**

4.1 The objective of this MOU is to establish collaborative project of mutual interest in the area of educational media for K-12 schools.

## **5. Forms of Collaboration**

5.1 Collaboration between the parties may take several forms, such as, but not limited to:

- . sharing of educational content;
- . joint development of new educational content;
- . development of online collaborative learning environments;
- . joint exploitation of intellectual property;
- . exchanges of personnel; and
- . sharing of ideas, information, skills and techniques.

## **6. Appendices**

6.1 Appendix A of this MOU describes the particular projects which form the substance of this MOU. Other jointly agreed projects may be added

from time to time, and shall be subject to the general terms of this MOU.

3

- 6.2 The parties will progressively develop specific and detailed Project Plans with regard to the projects described in Appendix 1. Those Project Plans will specify, in respect of each project, the basic terms and conditions, objectives and principles, term of agreement, respective responsibilities, activities, timelines, termination provision, program coordination, costs and allocations, reporting requirements, intellectual property issues, procedures for resolution of disputes and any other specifics deemed necessary by the parties to effectively achieve the desired outcome and relationships of those projects.
- 6.3 The parties will develop Project Plans in relation to one or more of the seven initial collaborative projects described in Appendix 1, within six months of the commencement of the MOU.
- 6.4. Once agree to and signed by the parties, Project Plans will form appendices to this MOU and shall be subject to the general terms of this MOU unless otherwise specified in writing.
- 6.5 The parties recognize that from time to time projects may be developed that necessitate the signing of a separate legally binding agreement.

## **7. Termination**

- 7.1 This MOU may be terminated by either party giving the other party, in writing, six months notice to terminate, or sooner upon mutual consent to the parties.
- 7.2 Termination of this MOU shall not affect the validity or duration of any projects agreed to and commenced under this MOU, unless otherwise agreed between the parties in writing.

## **8. Amendment**

- 8.1 Any amendments to this MOU shall be in writing and signed by both the Premier of Queensland and the Governor of South Carolina or their duly authorized agents.

## **9. Contacts**

- 9.1 The initial contacts for the purpose of developing the projects set forth in this MOU shall be as follows:

South Carolina: President, South Carolina Educational Television

Queensland:           Manager, Science and Technology Unit, Department of  
the Premier and Cabinet; and  
General Manager, AccessEd, Department of Education.

4

9.2   Queensland aspects of the MOU will be managed by the Science and  
Technology Unit in the Department of the Premier and Cabinet in liaison  
with AccessEd.

## **10. Resolution of Disputes**

10.1 Any differences or disputes which may arise between the parties relating to  
any matter under this MOU shall be settled by consultation and negotiation,  
or, failing that, through mediation by a mutually agreed upon third party.

## **11. Other Agreements**

11.1 This MOU is without prejudice to cooperation which may be undertaken  
pursuant to other agreement between the parties.

## **EXECUTION BY THE PARTIES**

\_\_\_\_\_  
**The Hon. Peter Beattie**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Mike LeFever**

\_\_\_\_\_  
**Date**

**Premier**

**For Governor**

**State of Queensland**

**State of South Carolina**

**QUEENSLAND-SOUTH CAROLINA  
K-12 EDUCATIONAL MEDIA COOPERATION ARRANGEMENTS**

**AGREED PROJECTS**

1. Joint development of a **Virtual Student Exchange Program** whereby students from K-12 schools in South Carolina and Queensland can:
  - learn about each others= nation, culture, history, geography and environments;
  - collaborate on student projects;
  - establish personal relationships; and
  - engage in other joint scholarly pursuits consistent with each state=s educational standards and objectives.

This program will:

  - be developed using the Internet and the respective technological capabilities of South Carolina Educational Television and AccessEd; and
  - include the involvement of curriculum experts from Queensland and South Carolina teachers, school administrators and others necessary to insure that the program is consistent with respective state educational standards and objectives.
  
2. Joint development of **Reciprocal Internet Content** on the respective South Carolina Educational Television and AccessEd education resources web sites which:
  - highlights the Sister State relationship between South Carolina and Queensland;
  - educates students in South Carolina and Queensland about the social, economic, cultural and historical characteristics of their respective states; and
  - promotes communication, understanding, goodwill, commerce and travel between students and other citizens of South Carolina and Queensland.
  
3. Collaboration in the production of **Joint Educational Television Programs** which focus on the unique geography, culture, and history and environments of their respective states. Specifically, this includes the production of:
  - a number of South Carolina Educational Television *Naturescene* programs about Australia=s World Heritage Sites, including Australia=s Great Barrier Reef, rain forests, islands and marine habitats; and
  - similar programs about South Carolina which would be of interest to

students and television viewers in Queensland.

4. Engagement in an **Educational Content Exchange** consisting of video, multimedia, Internet or other educational content which could be of value to each other, consistent with each state=s educational standards and objectives. This will involve South Carolina Educational Television and AccessEd reviewing their respective libraries of intellectual property.

6

5. Exploration of a **Technology Exchange and Transfer Program** whereby South Carolina Educational Television and AccessEd can identify, review, evaluate and exchange unique technologies or capabilities developed by those agencies.

This recognizes that both South Carolina Educational Television and AccessEd are global leaders in the development, implementation and use of distance education technology for the benefit of K-12 students in their respective states, and that each agency has developed specific educational technologies which could be of significant value to the other and/or could significantly reduce development times and costs for each other.

6. Exploration of a **Personnel Exchange Program** whereby representatives from South Carolina Educational Television and AccessEd can:
  - . learn best practices employed by the other;
  - . gain an understanding of the intellectual property and processes employed which could be of value to one another;
  - . determine and explore joint educational media opportunities; and
  - . further the educational, cultural and commercial exchange between the states of South Carolina and Queensland.
7. Exploration of **Opportunities to Collaborate in the Joint Exploitation of Intellectual Property.**

Recognizing that both AccessEd and South Carolina Educational Television own content which could be of commercial value to educational institutions in their respective countries, this project will:

- . identify intellectual property which could be exploited in each other=s markets; and
- . develop business plans and marketing strategies to realize the economic potential which is apparent.