

MEMORANDUM OF UNDERSTANDING
between
THE STATE OF SOUTH CAROLINA, UNITED STATES OF AMERICA
and
THE STATE OF QUEENSLAND, AUSTRALIA

MEMORANDUM OF UNDERSTANDING

QUEENSLAND – SOUTH CAROLINA TOURISM STUDENT EXCHANGE PROGRAM

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

AND: THE STATE OF SOUTH CAROLINA UNITED STATES OF AMERICA
through ...
("South Carolina")

BACKGROUND

- A.** Queensland and South Carolina share common and fundamental interests in the advancement educational opportunities for their economic, social and cultural development; and
- B.** On 13 May 1999, representatives of Queensland and South Carolina signed a Memorandum of Understanding to explore and develop specific collaborative tourism related opportunities, including a tourism student exchange program; and
- C.** Negotiations have occurred between the parties in this regard; and
- D.** The parties desire to record the structure, terms and conditions of that program.

THE PARTIES AGREE AS FOLLOWS -

1. Interpretation

"**MOU**" means this document called a Memorandum of Understanding and all Appendices to this document.

“participating universities” means the Queensland and South Carolina universities, listed in Appendix 2 or as varied over time, that have agreed to participate in this program from time to time.

“parties” means the State of Queensland Australia (Queensland) and the State of South Carolina United States of America (South Carolina), their employees or their duly authorised agents.

“program” means the Queensland – South Carolina Tourism Student Exchange Program outlined in this MOU.

“person” includes natural persons, corporations and other entities recognised by law.

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 this program.

3. Term

- 3.1 This MOU shall remain in force for a period of SIX (6) YEARS, commencing in the South Carolina 2000/2001 academic year and continuing through to the end of the 2005/2006 academic year.
- 3.2 The parties may agree to extend the MOU for a further period or periods to such dates as may be agreed in writing.
- 3.3 No later than a date six (6) months prior to the expiry of this MOU, the parties shall jointly review the terms of this MOU and the outcomes of the program for the purpose of deciding whether or not to extend the term.

4. Objectives and Principles

- 4.1 The objective of this MOU is to enable the exchange of tourism and/or hospitality students between Queensland and South Carolina universities to enhance their learning experiences, cultural development and breadth of knowledge of tourism issues.

5. Termination

- 5.1 This MOU may be terminated by either party giving the other party, in writing, six months' notice to terminate, or sooner upon mutual written consent of the parties.

- 5.2 Termination of this MOU or the involvement of any participating university shall not affect the validity or duration of any existing student exchanges under this MOU, unless otherwise agreed between the parties in writing.
- 5.3 Participating universities can terminate their involvement in this program by giving their respective Program Co-ordinator, in writing, six months' notice to terminate, or sooner upon mutual written consent.

6. Program Co-ordination

- 6.1 The Queensland Program Co-ordinator for the exchange program will be the Director, Queensland Government Office of Higher Education.
- 6.2 The South-Carolina Program Co-ordinator will be Dr. John C. Crotts, College of Charleston.
- 6.3 The Program Co-ordinators will:
- (a) maintain ongoing communication with each other and jointly administer the program (including application and selection processes);
 - (b) liaise with and co-ordinate interaction between the participating universities;
 - (c) prepare information packages to assist in the marketing of exchange opportunities to students;
 - (d) explore opportunities for funding of exchange students and advise relevant participating universities;
 - (e) jointly monitor, review and report on progress and outcomes to the parties; and
 - (f) make recommendations to the parties relating to the MOU and its future development.
- 6.4 Each participating university will provide the name and contact details of an officer to act as University Co-ordinator and be responsible for:
- (a) co-ordinating and administering exchanges at the university level, including the counselling of the exchange students and finalising arrangements with the partner university;
 - (b) providing information and material about academic offerings and requirements for exchange students to their respective Program Co-ordinator; and

- (c) explore and advise students on opportunities for funding of exchange students from their universities.

7. Costs of Administration

- 7.1 The Program Co-ordinators and participating universities will individually bear any costs they incur in participating in the program.

8. Reporting

- 8.1 At the beginning of each year, each party shall provide a brief report of the previous year's activities to the other party and its relevant participating universities.

9. Amendments

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

10. Resolution of Disputes

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

11. Other Agreements

- 11.1 This MOU is without prejudice to co-operation which may be undertaken pursuant to other agreement between the parties.
- 11.2 Participating Queensland universities may make separate bilateral exchange agreements with participating South Carolina universities. As a matter of courtesy, the Queensland and South-Carolina Program Co-ordinators should be notified of such bilateral agreements.

EXECUTION BY THE PARTIES

*For the State Government
of Queensland
Australia*

*For the State Government
of South Carolina
United States of America*

Peter Beattie

Jim Hodges

Premier

Governor

Date

Date



Appendix 1

BASIC TERMS AND CONDITIONS

1. Student Numbers

Initially, six students will be exchanged in each direction each year.

Each South Carolina university will provide two students per year. If a university is unable to select two qualified candidates in a given year, then that university may equalise the exchange over the next two years.

The Queensland Program Co-ordinator will convene a meeting of the participating Queensland universities once a year to determine the distribution of incoming and outgoing student exchanges.

2. Duration of Exchange

Ideally, exchanges would be for one semester; however, students desiring longer exchanges would be accommodated, where possible, upon the recommendation of the home university.

3. Nomination/Acceptance of Students

Each university may nominate students for the exchange program, but the host universities reserve the right to decide on the admission of any student.

4. Student Eligibility and Standards for Admission

Students enrolled in a tourism and/or hospitality program or specialisation at one of the participating universities are eligible for the exchange. Eligible students must also fulfil the normal entry requirements as outlined in the university's current prospectus.

It is understood that universities will strive to designate only well qualified individuals for participation in the program and that academic backgrounds as well as letters of recommendation will be provided to the host university.

Prior to the exchange, it will be the responsibility of the student to gain their home university's approval of the courses to be taken at the host university in order that they can be articulated into the student's degree program.

5. Governing Rules

Exchange students will be subject to the same laws, rules and regulations and related processes (including but not limited to those of the respective university, their governing boards, state and national governing bodies) as local students.

It will be the responsibility of the student to obtain the necessary visa and/or work permit, but host universities will assist where possible.

6. Medical Insurance

Students participating in the exchange program are required to maintain health insurance for their entire period in the host country, as determined by the host university and country.

7. Course Advice and Offers

The host universities will offer advice to exchange students in the selection of courses and programs and will attempt to place students in the courses requested to the extent they are available.

8. Fees/Costs

Exchange students pay appropriate tuition and fees at their home university. Incoming students will not be charged the tuition fee but may be charged fees, including, but not limited to, key deposits and charges for Internet access and use of facilities. Such charges would be levied on the same basis as for other students of the host university.

Each student will be responsible for his or her own transportation to and from the host university, as well as for room and board while attending the host university. Whenever possible, both host and home universities will attempt to provide further support in the form of scholarships, assistantships, and/or room and board assistance.

The exchange student may be responsible for his/her own housing arrangements and costs during vacation periods.

9. Accommodation

The host university will attempt to reserve space in on-campus dormitories for exchange students, where possible. Furthermore, the host university will endeavour to assist students to locate off-campus housing, but final responsibility remains with the student. On-campus housing cannot be provided for students engaging in prescribed study programs that are not timed to correspond to regular study semesters and terms.

10. Scholarships etc

Students may apply for any relevant international scholarship, internship or related programs available at the host university, subject to their eligibility for same.

In the event that students receive stipends, grants, scholarships or other sources of funding from the host university, the host university agrees to immediately notify the home university.

11. Academic Status

All students remain enrolled at the home university and will not be enrolled as candidates for degree or diploma courses at the host university. Upon enrolling in the exchange program, students will be required to automatically grant permission to the

host universities to send a transcript of subjects, credits and grades or other certified university records to the home university.

Credits towards the student's degree are to be awarded by the home university. Students are expected to maintain the equivalent of full-time course load at the host university.

The host university will immediately notify the home university of any changes in the academic status of the student.

Following completion of studies, the host university will send evaluation/documentation of performance in courses to the Program Co-ordinators at the students' home university.

12. Student Support

The host university will endeavour to provide the exchange student access to out-of-class activities that relate to the tourism field such as seminars, visits to area businesses, conferences and work experience opportunities. Any associated costs will be borne by the student.

In addition, the host university will provide cultural and other activities to maximise exposure of the exchange students to the local culture.

13. Spouses/Dependents

The obligations of each university under this MOU are limited to the exchange of students and do not extend to spouses or dependents. Expenses of accompanying spouses and dependents are the responsibility of the exchange student.

Appendix 2

PARTICIPATING UNIVERSITIES

As at date of this MOU, the following universities are participating in the Queensland-South Carolina Student Exchange Program:

QUEENSLAND UNIVERSITIES

University of Queensland
Griffith University
Queensland University of Technology
James Cook University
University of Sunshine Coast
Bond University
University of Central Queensland

SOUTH CAROLINA UNIVERSITIES

Clemson University
College of Charleston
University of South Carolina