

MEMORANDUM OF UNDERSTANDING

BETWEEN

SOUTH CAROLINA DEPARTMENT OF EDUCATION

AND

THE STATE OF QUEENSLAND

RELATING TO

COLLABORATION IN THE FIELD OF EDUCATION

Whereas the State of Queensland and the South Carolina Department of Education have indicated their intention to investigate the possibility of negotiating and developing an educational linkage of mutual benefit, recognising that in the past Queensland and South Carolina have both developed linkages with other entities, both public and private, foreign and domestic, in order to advance their objectives; and

Whereas Queensland and South Carolina share common and fundamental interests in the advancement of education, the dissemination of knowledge and the promotion of educational, social and cultural development;

NOW, THEREFORE, Queensland and the South Carolina Department of Education wish to pursue exploration of educational collaborative projects and agree to the terms of this Memorandum of Understanding (MOU) as set forth below:

PURPOSE

The purpose of the MOU is to facilitate further discussions in the areas outlined above, to develop cooperative programs in areas of agreed priority to the State of South Carolina Department of Education.

This MOU does not create any legal relationship between the State of Queensland and the South Carolina Department of Education and is not binding in that regard.

KEY PARTIES

The Key Parties in this Memorandum of Understanding are the State of Queensland, whose address is 100 George Street, Brisbane, 4000, Queensland, Australia, and the South Carolina Department of Education, whose address is 1429 Senate Street, Columbia, State of South Carolina, 29201, USA.

PROCESSES AND RESPONSIBILITIES

- Education Queensland, during the next 12 months will, in consultation with the South Carolina Department of Education, will seek to establish such programs as may be desired between the two parties for the furtherance of education in general.
- Areas that may be considered within the parameters of this agreement include, but are not limited to:

- * the exchange of teaching staff between school districts within the State of South Carolina, facilitated by the South Carolina Department of Education, and Education Queensland;
 - * the exchange of educational publications/materials prepared by representatives of the parties; and
 - * the exchange of students from the respective districts.
- Each of the parties, Education Queensland and the South Carolina Department of Education, will nominate contact officers who will finalise the operational details of the programs that are, from time to time, under discussion.

The responsibilities of the South Carolina Department of Education are to:

- Promote awareness of the various programs across the South Carolina education system, and act as the point of contact and coordination.
- Reserve the positions of those teachers who are school district employees in South Carolina and wish to enter into any of the programs with Queensland.
- Provide, in collaboration with Education Queensland, any initial orientation and briefings for those teachers and/or students entering into any programs with Education Queensland.
- Provide administrative support and arrangements for teachers and/or students as may be necessary for the period of their participation in the program.
- Provide similar employment conditions to teachers from Queensland entering into the program, as provided to teachers employed by school districts in South Carolina.

The responsibilities of the State of Queensland, through Education Queensland are to:

- Promote awareness of the various programs across the Queensland education system, and to act as the point of contact and co-ordination.
- Reserve the positions of those teachers who are government employees in Queensland that wish to enter into any of the programs with South Carolina Department of Education.
- Provide, in collaboration with the South Carolina Department of Education, any necessary initial orientation and briefings for the teachers and/or students entering into any programs with the South Carolina Department of Education.
- Provide such administrative support and arrangements for teachers and students as may be necessary for the period of their undertaking for the particular programs.

- Provide similar employment conditions to teachers from South Carolina entering into the program as provided to teachers employed by Queensland

TERMS OF THE MEMORANDUM OF UNDERSTANDING

- The term of this MOU will be five (5) years, beginning on 1 April 2002 and extending until 31 March 2007, renewable at that time if both parties are willing.
- During the first year of the term of this MOU, both parties will take necessary steps to facilitate the implementation of the provisions outlined in the MOU in the second and subsequent years.
- In the event programs are developed, it is the intent that the parties will then execute a binding agreement to govern the terms of those programs. This MOU does not serve, nor will any amendment serve, to outline the program agreements.
- Either party may terminate this MOU if such decision is advised to the other signatory by notice in writing six (6) months in advance.
- The terms of this MOU may be extended and the provisions may be modified upon approval of an amendment signed by both signatories, or their nominees.
- Unless otherwise determined, any amendment to this MOU will only take effect when signed by both parties.
- As long as it is not explicitly denounced and withheld, this MOU will be valid in all its effects.
- Since this MOU is a non-binding statement of intent, no action may be brought to enforce its terms. The parties enter into this MOU with the understanding that neither party may enforce any of its provisions against the other party.

State Superintendent of Education in South Carolina

Date

Premier and Minister for Trade

Date

State of Queensland

Governor of the State of South Carolina

Date