



International Cooperation Agreement

Parties

UQ	USTC
The University of Queensland ABN 63 942 912 684	University of Science and Technology of China

Key Details

Commencement Date	The date on which the last party signs this Agreement	
Term	Five years after the Commencement Date	
	UQ	USTC
Representative		
Name	Mr Rongyu Li	Mr Jiangfeng Du
Position	Vice-President (Global Engagement)	Vice President (International Affairs)
Phone	+61 7 3365 7366	+86 551 63606423
Email	pvcge@uq.edu.au	djf@ustc.edu.cn
Notices		
Name	Mr Rongyu Li	Mr Jiangfeng Du
Position	Vice-President (Global Engagement)	Vice President (International Affairs)
Address	The University of Queensland, St Lucia QLD 4072 AUSTRALIA	+86 551 63606423
Email	pvcge@uq.edu.au	djf@ustc.edu.cn

Signed as an Agreement

Signed on behalf of UQ by an authorised representative:	Signed on behalf of USTC by an authorised representative:
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Signature		Signature	
Name	Mr Rongyu Li	Name	Mr Jiangfeng Du
Title	Vice-President (Global Engagement)	Title	Vice President (International Affairs)
Date	8 December 2021	Date	20 December 2021

Background

- UQ and USTC are leading educational institutions. UQ and USTC first entered a Memorandum of Understanding in 2011, last renewed in 2016, which established the partnership between the institutions.
- The parties wish to continue their partnership and discuss new opportunities for co-operation and collaboration in areas of mutual interest on the terms set out in this agreement.

Terms

1 Intention to co-operate and collaborate

The parties agree to discuss opportunities for co-operation and collaboration in areas of mutual interest, as set out in this agreement.

2 Areas of mutual interest

The parties wish to have further discussions about areas of mutual interest, which may include:

- (a) Visits between institutions by academic staff, technical and administrative staff;
- (b) Teaching, Learning and Research collaboration;
- (c) Joint organisation of conferences, seminars or other academic events; and
- (d) Other partnership activities as mutually agreed.

3 Sharing of information

Each party will provide the other party with relevant and up-to-date materials in relation to areas of mutual interest, including applicable policies and procedures, course materials and promotional materials.

4 Conduct of discussions

4.1 Nature of discussions

The parties will engage in amicable, full and frank discussions in relation to areas of mutual interest.

4.2 Representatives

Each party will appoint at least one designated representative to facilitate discussions with the other party. The parties' representatives at the date of this agreement are set out in the Key Details.

4.3 Compliance with law

Each party will comply with all applicable laws, and its own rules, internal policies and procedures during any discussions.

4.4 Advice and approvals

A party may obtain relevant professional advice and internal approvals in relation to topics discussed.

5 Further documentation

The parties will execute one or more separate agreements if they decide to collaborate in relation to an area of mutual interest.

6 Publicity

Neither party may publish or distribute any public statement or marketing or publicity material that refers to the other party without the prior written approval of the other party.

7 Non-exclusive

This agreement is non-exclusive and the parties may enter into agreements with other parties covering collaboration on activities within the scope of this agreement.

8 Confidential information

Each party agrees not to use confidential information provided by the other party other than for the purpose of performing their obligations under this agreement, or disclose such information except:

- (a) where the relevant information is publicly available (other than as a result of a breach of this agreement);
- (b) to any person in connection with an exercise of rights or a dealing, or proposed dealing, with rights or obligations in connection with this agreement;
- (c) to its officers, employees, agents, contractors, legal and other advisers and auditors;
- (d) with the consent of the party who provided the information (such consent not to be unreasonably withheld); or
- (e) any disclosure the disclosing party reasonably believes is required by any law, securities exchange or rating agency.

Each party consents to disclosures made in accordance with this clause. This clause survives termination of this agreement.

9 Representations and warranties

Each party represents and warrants that, as at the date of this agreement:

- (a) it has the necessary power to enter into this agreement, and to perform its obligations and exercise its rights under this agreement;
- (b) it is authorised to operate under the law of its jurisdiction;
- (c) it is in material compliance with all applicable laws, regulations, policies and standards, including anti-corruption laws; and
- (d) it will not, and will ensure that its personnel do not, engage with any persons, companies or other entities subject to applicable international or other sanction lists mutually agreed by the parties.

10 Anti-discrimination

The parties must comply with and observe the principles of anti-discrimination. The parties must act without regard to race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status or disability or any other basis protected by law.

11 Term and termination

11.1 Term

This agreement commences on the Commencement Date set out in the Details and continues until the End Date ("Term"). If a party wishes to discuss extending the Term of the agreement, it will notify the other party at least six months before the expiry of the Term and then the parties will engage in discussions to reach mutual and beneficial agreement as to any extension.

11.2 Termination

Either party may terminate this agreement at any time upon six months' prior written notice to the other party. Termination of this agreement does not affect any separate agreements between the parties.

12 General

12.1 Notices

A notice from one party to the other must be signed by the party giving the notice and hand delivered, sent by prepaid post or electronic mail to the person referred to in the Key Details.

12.2 Dealing with interests

Neither party may assign, novate, or otherwise deal with its rights or obligations under this agreement or allow any interest in them to arise or be varied without the consent of the other party, which consent must not be unreasonably withheld.

12.3 Variation and waiver

A provision of this agreement, or right, power or remedy created under it, may not be varied or waived except in writing signed by the party to be bound.

12.4 Counterparts

This document may consist of a number of copies, each signed by one or more parties to it. If so, the signed copies are treated as making up a single document.

12.5 Entire agreement

This agreement comprises the Standard Terms and the attached Key Details.

This agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

12.6 Translation

The parties agree that any translation of this agreement is for convenience only and that the English language version is the only document with legal effect.

13 Governing law

(a) In relation to its performance in Australia, this agreement is governed by the laws of Queensland, Australia and any dispute relating to its performance in Australia must only be referred to the courts of Queensland and the federal courts of Australia.

(b) In relation to its performance in China this agreement is governed by the laws of China and any dispute relating to its performance in China must only be referred to the courts of China.

14 Australia's Foreign Relations Act

a) UQ may, in its discretion, disclose any information relating to this Agreement including any confidential information, to the extent UQ considers the information is required in relation to UQ's compliance with

Australia's Foreign Relations (State and Territory Arrangements) Act 2020 (Cth) (the Act), or a declaration issued by, or other decision of, the Minister under the Act (Declaration).

- b) If a Declaration is issued, UQ may take any steps required to comply with the Declaration, including terminating this Agreement with immediate effect, or with effect on some other date required by the Declaration, by giving [the other Parties] notice in writing. Such termination by UQ will not constitute a breach or repudiation by UQ of this Agreement, or otherwise entitle any Party to make any claim against UQ.