

# Embajada de Colombia en Australia



# **MEMORANDUM OF UNDERSTANDING**

#### **BETWEEN**

# THE EMBASSY OF COLOMBIA IN AUSTRALIA

#### **AND**

# THE UNIVERSITY OF QUEENSLAND, AUSTRALIA

#### 1. Parties

The Parties to this Memorandum of Understanding (MOU) are:

- The University of Queensland ABN 63 942 912 684 of St Lucia, Brisbane, Queensland Australia 4072 ("UQ") and
- The Embassy of Colombia ("the Embassy") in Australia of Level 2, 40 Macquarie Street, Barton, ACT 2600.

#### 2. Purpose

Through this MOU, the Parties will explore opportunities including the facilitation of student placements and work experience of enrolled students at UQ with the Embassy.

#### 3. **Definitions**

Unless the context otherwise specifically states:

"Student placement" shall mean a placement which is unpaid, is a requirement of a UQ academic program, and has the approval of UQ;

"Work experience" shall mean experience which is unpaid, not a requirement of a UQ academic program and does not exceed 30 days (240 hours) in a year.

# 4. Objective

The objective of this MOU is to strengthen the relationships between Australia and Colombia by promoting Colombian culture in the UQ community and offering meaningful international experiences for students of UQ.

# 5. Facilitators

This MOU will be overseen by designated representatives of the two (2) parties.

For UQ, the designated person is Dr Jessica Gallagher, Deputy Director, Global Engagement, UQ. For the Embassy, the designated person is Ana María Gutiérrez Urresti, Second Secretary, the Embassy.

# 6. Specific Agreements

The parties acknowledge that they may be required to obtain relevant approvals and/or prepare appropriate documentation including business plans and risk analysis prior to the entry into any specific agreement.

Should the parties facilitate a UQ student experience, the parties must enter into either a "Student Placement Agreement" or comply with an "Unpaid Work Experience Insurance Application Form" (refer Attachments 1 and 2) as relevant to the experience being facilitated.

# 7. Conflict of Interest

The Parties agree that, as at the date of signing this MOU, to the best of their knowledge, no conflict of interest exists or is likely to arise in relation to the intention of the Parties to cooperate under this MOU. If during the term of this Letter, a conflict or potential conflict of interest arises for one of the Parties, then that party will immediately notify the other Party in writing of that conflict or potential conflict of interest.

#### 8. Intellectual Property and Privacy

Each Party agrees to maintain the confidentiality of information disclosed to them 'in confidence' by the other Party or any other person cooperating within the spirit of this MOU. Each Party retains the exclusive rights to the use of its intellectual property, unless otherwise assigned or licensed in writing to the other Party or any other person co-operating within the spirit of this MOU.

Each Party agrees to comply with the Commonwealth Privacy Principles, in particular, each party must obtain the prior written consent of the individual concerned before transferring any of the individual's personal information outside Australia.

#### 9. Compliance with laws

The Parties agree to comply with all relevant laws (both local and foreign) in pursuit of the activities outlined above, including anti-corruption and export control laws.

# 10. Legal Effect

The parties agree to be legally bound by clauses 6-9 of this MOU.

# 11. Term

This MOU is effective for five years from the date of signing. It may be terminated by either party by six months' written notice to the other Party. This MOU may be amended or extended by mutual consent in writing by the parties.

# Signed for and on behalf of:

FOR

THE EMBASSY OF COLOMBIA IN AUSTRALIA

FOR

THE UNIVERSITY OF QUEENSLAND AUSTRALIA

Her Excellency Dr Clemencia Forero Ucros

Colombian Ambassador to Australia

Professor Monique Skidmore

Deputy Vice-Chancellor (International)

15/20/6.

Date:

5 May 2016

Date