

# Memorandum of Understanding

## Establishment of International Partnership

Western Sydney University, Australia

And

Universidade de Évora

Portugal



## Memorandum of Understanding

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### Details

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#### Date

#### Parties

**Name** Western Sydney University (ABN 53 014 069 881) 53  
**ABN** 014 069 881  
**Short-form name** WSU  
**Address** Locked Bag 1797 Penrith NSW 2751 Australia

**Contact:** Professor Graciela Metternicht, Dean, School of Science  
  
G.Metternicht@westernsydney.edu.au

**Name** Universidade de Évora  
**Short-form name** UÉvora  
**Address** Largo dos Colegiais, n.º 2  
7000-803 Évora  
Portugal

**Contact:** Division of Employability, Community and Transversal Projects  
  
dic2e@reitoria.uevora.pt

### Preamble

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- A This Memorandum of Understanding establishes a framework for a cooperative and productive relationship between the parties.
- B It is intended that the parties will work together to explore the feasibility of collaborative activities, including:
- (i) collaborative research projects;
  - (ii) joint activities such as conferences, seminars, symposia and lectures;
  - (iii) joint publications and other scholarly activities;
  - (iv) joint academic programs and joint curricula;
  - (v) opportunities for academic staff and student mobility; and
  - (vi) other collaborative activities mutually agreed in writing.

# Operational details

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## 1. Status of this document

### 1.1 Non-binding

Except for clauses 2.2, 2.3, 4.1 and 5, this Memorandum does not create any legally binding relationship between the parties, or confer any legal rights or impose any legal obligations on either of them.

### 1.2 Separate agreements

If the parties (either alone or with other persons) ultimately agree to undertake a particular project or initiative, then the terms and conditions of that project or initiative will be the subject of a formal agreement or other instrument between the parties (and, if applicable, including any third parties) as negotiated by the parties.

## 2. Term and early termination

### 2.1 Commencement and expiry

This Memorandum commences on the date of the last signature and ends on December 31st 2026.

### 2.2 Termination for convenience

Either party can decide, at any time during the above term, to terminate this Memorandum for convenience by notifying the other party in writing to that effect at least 60 days in advance.

### 2.3 Termination or other requirements of foreign governments

- (a) This Memorandum may also be amended or terminated with immediate effect by either party (“**affected party**”) if the government of that affected party issues a direction for this Memorandum to be amended or terminated. If this occurs:
  - (i) the affected party will notify the other party specifying, as the case may be, details of the required changes to this Memorandum or termination (including the termination date); and
  - (ii) the parties will work together in good faith to put in place suitable measures to ensure the requirements of the government of the affected party are complied with.
- (b) Any specific projects or initiatives entered into between the parties and affected under subclause (a) will be dealt with according to the terms of the agreements entered into in respect of those projects of initiatives and, to that end, the parties agree to work together in good faith.

### 3. Principles and implementation

#### 3.1 Principles

The following principles underpin what the parties seek to achieve in entering into this Memorandum:

- (a) strengthened lines of communication, including improving mechanisms to facilitate exchanges of ideas and information of mutual interest to the parties;
- (b) identifying and promoting potential opportunities for collaborative effort between the parties (including with the involvement of third parties); and
- (c) a commitment to evidence-based, best practice projects, programs or other initiatives.

#### 3.2 Steering group

- (a) Soon after signing this Memorandum, the parties will establish a steering group which will operate according to terms of reference to be agreed between the parties, applying the following principles:
  - (i) each party will be entitled to appoint an equal number of representatives;
  - (ii) the steering group will elect a chair for a specified term, which shall rotate between the parties;
  - (iii) the parties are to appoint representatives who are key stakeholders and will be in a position to contribute to and implement any strategic directions agreed between the parties;
  - (iv) the steering group may establish sub-groups and working parties to identify, develop or plan any specific projects or initiatives;
- (b) A more detailed constitution and set of meeting procedures will be developed jointly agreed in writing between the parties when the steering group is implemented.
- (c) A Follow-up Commission will be set up consisting of a representative of each institution, appointed by the Rector, on behalf of the Universidade de Évora, Prof. Fátima Baptista, as the Director of the MED – Mediterranean Institute for Agriculture, Environment and Development and Prof. Maria Raquel Lucas as member of MED – Mediterranean Institute for Agriculture, Environment and Development, and Prof. Robert Spooner-Hart, in the case of Western Sydney University. Each year said representatives must establish the programme of activities to be carried out and produce a report on the previous year.

### 4. Disclosure and confidentiality

#### 4.1 Disclosure of foreign arrangements

- (a) The parties acknowledge that WSU may be required to disclose this Memorandum and any arrangements or transactions contemplated by this Memorandum (including any non-disclosure agreements entered into between the parties) (“**arrangements**”) to the Commonwealth Government of Australia pursuant to the requirements of the *Australia’s Foreign Relations (State and Territory Arrangements) Act 2020* (Cth) (“**AFR Act**”).
- (b) The parties agree that any arrangements required to be disclosed by WSU under the AFR Act will not constitute a breach of confidentiality under any such arrangement.

## **4.2 Sharing or exchange of information**

- (a) The parties acknowledge that it may be necessary for them to share or exchange confidential information in order to explore the feasibility of particular projects or initiatives.
- (b) If this occurs, the parties will enter into non-disclosure agreements to protect the confidentiality and integrity of that information, but subject to any requirements of disclosure contemplated under clause 4.

## **5. Media and publicity**

### **5.1 Arrangements**

Any public or announcements or statements (including to the media) about any of the matters dealt with in this Memorandum will first be agreed between the parties before their release or publication.

# Signature Page

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**SIGNED** for and on behalf of **WESTERN SYDNEY UNIVERSITY ABN 53 014 069 881** by its authorised delegate: )  
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Signature of authorised delegate

Professor Clare Pollock

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Name of authorised delegate

Interim Vice- Chancellor and President

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Position of authorised delegate

**SIGNED** for and on behalf of **UNIVERSIDADE DE ÉVORA** by its authorised delegate: )  
)  
)

Assinado por: **João Manuel Valente Nabais**  
Num. de Identificação: 08466219  
Data: 2024.03.14 14:57:43 +0000  
Certificado por: **Diário da República**  
Atributos certificados: **Vice Reitor - Universidade de Évora**



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Signature of authorised delegate

Prof. Dr. João Valente Nabais

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Name of authorised delegate

Vice-Rector

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Position of authorised delegate