



Memorandum of Understanding

This Memorandum of Understanding is made on the date it is by the last party to sign.

BETWEEN

Charles Darwin University, Australia ABN 54 093 513 649 of Ellengowan Drive, Casuarina NT 0810 (hereafter referred to as "**CDU**") (CDU, HUM, CR, and BLR are collectively the Parties)

Cal Poly Humboldt, United States of America of 1 Harpst Street, Arcata, CA 95521 (hereafter referred to as "**HUM**")

College of the Redwoods, United States of America of 7351 Tompkins Hill Road, Eureka, CA 95501 (hereafter referred to as "**CR**")

AND

Blue Lake Rancheria, A Federally Recognized Tribe in the United States of America of 1 Aiyekwee Loop, Blue Lake, CA 95525 (hereafter referred to as "**BLR**")

BACKGROUND

This Memorandum of Understanding (**MoU**) establishes the framework for the Parties to enhance relations and friendship, and to develop academic and cultural exchanges in learning and teaching and research activities.

1. Intention

- 1.1. Through this MoU, the Parties affirm the value of international collaboration and agree to cooperate in mutually beneficial activities including, but not limited to:
 - 1.1.1 Student and/or staff study, research, and work internationally;
 - 1.1.2 Collaboration in scholarship, teaching and research;
 - 1.1.3 Exchange of information and ideas relating to best practice community engagement and social empowerment;
 - 1.1.4 Joint research and researcher exchange;
 - 1.1.5 Cooperation in conferences, workshops, and symposiums;
 - 1.1.5 Commerce exchange opportunities; or
 - 1.1.6 Any other agreed upon opportunities.
- 1.2. Specific joint projects or activities shall be established and defined through separate written addenda to this MoU detailing the relevant terms and conditions applicable and resources required. Any such addenda must be signed by the authorised delegates of the Parties prior to the implementation of any such projects or activities.

2. Term

This MoU will become effective from the date it is signed by the Parties and will remain in force for a period of five (5) years. The MoU may be renewed upon agreement of all parties in writing and signed by the authorised delegates for the Parties

3. Termination

Either party may, at its own cost, terminate this MoU for any reason by giving the other party at least three (3) months prior notice in writing.

4. Amendments

Amendments to this MoU must be negotiated and endorsed through the offices of those authorised to sign this MoU. Any amendments agreed between the Parties will not become effective until such amendments are in writing and signed by the authorised delegates of the Parties.

5. Media and Communications

- 5.1. Neither party will furnish any information or issue any document, public announcement or other written or printed material concerning the arrangements contemplated in this MoU, for publication in the media or otherwise, without the other parties' written approval.
- 5.2. The Parties agree to collaborate with each other in the development of any promotional or advertising material, media

releases, messages, and media interviews as they may arise in relation to this MoU.

- 5.3. In preparing media or communications in relation to this MoU, any specific mention of the other party or the use of logos must be approved by the other party in advance of any public publishing, distribution, or release.

6. Status of MoU

- 6.1 The Parties understand and acknowledge that this MoU constitutes a statement of mutual intentions and cooperation and a recital to their discussions in connection with the arrangements contemplated by this MoU.
- 6.2 This MoU does not constitute a binding agreement upon either Party other than in relation to clause 7 (Confidentiality), nor does it place financial responsibility or funding commitments on either party.

7. Confidentiality

The parties agree that all discussions and information in relation to this MoU or related addenda are confidential and will not disclose the content of discussions or information to any third party unless such disclosure is agreed in writing between the Parties or otherwise required by law.

8. Compliance with Local Laws

- 8.1. Each party agrees to comply with the laws and regulations of their respective countries in relation to preservation of privacy or secrecy, disclosure of information to legally authorised people or authorities, or reporting of matters of the management of this MoU to regulatory authorities.
- 8.2. If the Parties to this MoU conflict with their own laws in the course of the implementation thereof, they may adjust, change, or terminate this MoU in accordance with the laws of their own country.
- 8.3. For the purposes of adjustment or changes to, or termination of, this MoU under this clause, all parties must, through a mutually convenient means, consult in good faith with each other and by providing the other party at least a 14 days' notice for consultation.

EXECUTION

Signed for and on behalf of

Charles Darwin University



Shannon Holborn
Vice-President, Global and
External Relations

Date: 6 / 4 / 24

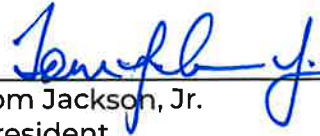
College of the Redwoods



Keith Flamer
President

Date: 6 / 4 / 24

Cal Poly Humboldt



Tom Jackson, Jr.
President

Date: 6 / 4 / 24

Blue Lake Rancheria



Jason Ramos
Tribal Chair (Acting) and Tribal
Administrator

Date: 6 / 4 / 24