**SAMPLE AGREEMENT**

**MEMORANDUM OF UNDERSTANDING**

**between**

**SCHOOL X & SCHOOL Y**

[This document is a guide only. The agreement should include goals and activities which meet the needs of both schools. Victorian government schools should refer to the Department’s [Sister School Partnerships](https://www2.education.vic.gov.au/pal/sister-school-partnerships/policy) policy on the Policy and Advisory Library prior to negotiating and entering sister school agreements.]

**Parties**

<School name> in Victoria, Australia

of <insert full address of school>

(**Victorian School**)

and

<School name> in <insert foreign country>

of <insert full address of school>

(**<foreign country> School**)

**Introduction**

The parties recognise the value of continued international cooperation and wish to recognise their ongoing relationship by becoming sister schools and entering this memorandum of understanding (**MOU**).

**Agreed Terms**

1. **Term**
2. This MOU will commence on the Commencement Date set out below and will continue for <insert number of years> years (**Term**), unless terminated earlier.
3. The Term may be extended by mutual agreement in writing of the parties.
4. This MOU may be terminated by either party on written notice to the other party.
5. **Guiding Principles and Purpose of this MOU**

The parties will communicate regularly, work collaboratively and encourage new approaches to achieve the following positive outcomes <amend the below list as applicable>:

1. Strengthen relationships, understanding and cultural awareness between Victoria, Australia and <insert name of foreign country>
2. Provide opportunities for students and teachers to develop skills which enhance Australia-<insert name of foreign country> relationships
3. Support the teaching and learning of <insert language> in Victoria and English in <insert name of foreign country> and to continue to teach the languages in their respective schools
4. Develop ties of friendship through regular communication
5. Build an international perspective within the schools
6. Develop students into citizens who are globally engaged, comfortable with diversity and with the skills to operate effectively across cultures with different world views and belief systems
7. <insert other relevant purposes>
8. **Sister School activities**

To meet these goals, the Victorian School and <foreign country> School will collaborate in education across the following areas <amend the below list as applicable>:

1. Exchanging information about curriculum, school policy and school events
2. Exchanging teaching resources, course materials and teaching strategies
3. Exchanging student work, emails, letters, photos, newsletters, etc to promote mutual understanding
4. Maintain student, teacher and administrator exchange programs to provide the opportunity to study, work and live in the sister school community
5. Exchanging leadership development information between principals
6. Organising pilot classes or groups of students in both countries to collaborate in curriculum areas such as English, art/design etc. through ICT-mediated communication
7. Including the studies of Asia into the humanities and English electives
8. Involving the community through newsletters and websites and inviting parents to meet with the visiting teachers
9. Starting a club for organising overseas trips and fundraising
10. Starting an e-pen pals sister school club
11. Convening a working group with representation across other curriculum areas to increase involvement across the school and to progress the program
12. Using schools’ interactive portals to enable students to post and discus their work and communicate live with students from their sister school
13. Using video conferencing facilities to develop relationships between both schools e.g class interaction and professional development sessions
14. Preparing a professional development program for the staff from your sister school on subjects of interest, for example, student engagement, literacy, thinking curriculum
15. Investigating best practice in each sister school’s areas of expertise, for example, STEM (Science, Technology, Engineering and Maths)
16. <insert other relevant sister school activities>
17. **Roles and responsibilities of the parties**

[If the parties have agreed to specific responsibilities, these can be set out here. If not, this section can be deleted]

**Responsibilities of the Victorian School**

The Victorian School will:

1. <insert>
2. <insert>

**Responsibilities of <foreign country> School**

The <foreign> School will:

1. <insert>
2. <insert>
3. **Costs**
4. The costs of conducting the sister school activities and each party carrying out its respective obligations under this MOU will be met by the individual party as a component of their own work program.
5. Any additional costs arising out of this MOU will be met in accordance with agreement from time to time between the parties based on the principles of mutual benefit and reciprocity.
6. **Confidentiality**
7. For the purposes of this clause, **Confidential Information** means information (in whatever form) of a party including which comes into the possession of the other party through intentional or unintentional disclosure, excluding information which:
8. is or comes into the public domain other than by disclosure in breach of the terms of this MOU;
9. is or becomes available to the recipient party from a third party lawfully in possession of it and with the lawful power to disclose it to the recipient party;
10. is rightfully known by the recipient party (as shown by its written record) prior to the date of disclosure to it under this MOU; or
11. is independently developed by an employee of the recipient party who has no knowledge of the disclosure made under this MOU.
12. Each party may use the Confidential Information of the other party only for the purposes of this MOU.
13. Each party must keep Confidential Information of the other party confidential except:
14. with the prior written consent of the other party;
15. to the extent that party is required by law to disclose any Confidential Information or the existence of this MOU; or
16. for a disclosure to employees of the party required for the purpose of carrying out the obligations of that party under this MOU.
17. Each party’s obligations under this section will survive termination of this MOU and will continue in relation to Confidential Information until the Confidential Information disclosed to it lawfully becomes part of the public domain.
18. **Privacy**

The parties will cooperate to ensure they do not cause the other to breach any privacy obligations that party has at law.

1. **Representatives**
2. Each Party will nominate a representative to act as the contact point for all communications under this MOU.
3. On the Commencement Date, the representatives of each party are as follows:

**Victorian School**

Name:

Title:

Address:

Phone:

Email:

**<foreign country> School**

Name:

Title:

Address:

Phone:

Email:

1. Each party may change its representative at any time by providing notice of such change to the other party in writing by email, specifying the contact details of the new representative.
2. **Miscellaneous**
3. This MOU is not intended to constitute a legally binding contractual agreement between the parties. However, the parties will comply with the terms of this MOU.
4. This MOU is governed by and is to be construed in accordance with the laws of the State of Victoria, Australia.
5. This MOU may be amended at any time by agreement in writing between the parties.
6. This MOU may be executed by electronic signature which shall have the same force and effect as a handwritten signature.
7. The parties may sign this MOU on different copies, where each copy will constitute that party’s counterpart. All counterparts together will be read as the one MOU.

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Principal, School X Principal, School Y

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President, School X School Council President, School Y School Council

Commencement Date: / / 20