DRAFT

MEMORANDUM OF AGREEMENT/UNDERSTANDING ON ACADEMIC EXCHANGES BETWEEN

EAST WEST CENTER (EWC)

AND

UNIVERSITY OF HAWAIʻI AT MANOA (UHM)

ENVIRONMENTAL CENTER (EC) and

SCHOOL OF TRAVEL INDUSTRY MANAGEMENT (TIM)

AND

STANFORD UNIVERSITY

AND

CENTER FOR RESPONSIBLE TOURISM (CREST)

The East West Center (EWC) and/or University of Hawaiʻi at Manoa (UHM) and Stanford University and the Center for Responsible Tourism (CREST) agree to cooperate on programs and projects based on the principle of reciprocity. This agreement permits the exchange of faculty and scholars in the belief that research and educational activities at each institution will be enhanced and mutual understanding between faculty, scholars and students will be increased.

The UHM Environmental Center (EC) will serve as the academic home of the agreement and will encourage participation across academic disciplines of faculty and students interested in the study of responsible tourism and associated alternative forms of travel, as well as alternatives to tourism as means for sustainable community economic development and environmental conservation. The combined strengths of the EWC and UHM provide a unique source of objective information to contribute balanced, rational environmental management in Hawaiʻi and throughout the Asia-Pacific regions that will be enhanced through faculty and student collaboration in the development and conduct of research projects and instruction with Stanford University and CREST.

WHEREAS

1. The East-West Center (EWC) is an education and research organization established by the U.S. Congress in 1960 to strengthen relations and understanding among the peoples and nations of Asia, the Pacific, and the United States. The Center contributes to a peaceful, prosperous and just Asia Pacific community by serving as a vigorous hub for cooperative research, education and dialogue on critical issues of common concern to the Asia Pacific region and the United States. Funding for the Center comes
from the U.S. government, with additional support provided by private agencies, individuals, foundations, corporations, and the governments of the region;

2. University of Hawai‘i at Manoa Environmental Center (EC) is dedicated to the advancement of environmental management through education, research and service. Established in 1970, EC has facilitated access to interdisciplinary expertise to enhance understanding of environmental problems and to identify effective solutions. Because issues of environmental management are complex and frequently involve conflicting interests, coordinating expert opinions from a wide range of disciplines is an essential requirement for informed environmental decision making. In 2007-2009, the EC received funding from UHM Center for International Business Education and Research, Vice Chancellor for Research and Graduate Education, and Sea Grant College that has culminated in founding the Sustainable Travel Education Partnership (STEP) and hosting the Summit for Sustainable Travel in the Hawaiian Islands on Oahu and Maui. STEP is already collaborating with faculty and students on projects in the Hawaiian Islands, Japan, Okinawa, Mongolia, Nepal, and China;

3. University of Hawai‘i at Manoa School of Travel Industry Management (TIM) is recognized as a leading educational institution in hospitality, tourism and transportation management. TIM pioneered the concept of integrating aspects of the travel industry under a single discipline. TIM is the leading travel industry and tourism education and knowledge creation program in Hawai‘i and the Asia-Pacific region. The TIM mission is to develop and disseminate travel and tourism concepts, knowledge and skills through excellence and leadership in research, training, outreach and service in a fashion that contributes to economic, social, and environmental sustainability as well as supports and enriches the host culture. Two of the core values of the School are to ensure the principles of sustainable and responsible tourism permeate all activities and work effectively with partners in both Hawai‘i and the Asia-Pacific region to make the best use of the UHM expertise and resources; and

4. Stanford University Center on Responsible Tourism (CREST) (formerly Center on Ecotourism and Sustainable Development CESD) was founded in 2003 as a non-profit, multi-disciplinary research and policy institute devoted to harnessing the world’s largest economic sector, travel as a tool for economic development and natural resource conservation. The only one of its kind in the United States, CREST operates out of offices at Stanford University and in Washington D.C. with a mission to transform the way the world travels. CREST staff work with agencies, businesses, and local communities around the world to provide unbiased monitoring and evaluation of tourism practices and recommendations to improve them. Examples of CREST’s work include: research into carbon offsetting by travelers, certification and market trends in ecotourism, and publications on the social, ecological and economic impacts of cruise tourism. In 2006,
CREST brought together community leaders from throughout Latin America to create the first international indigenous tourism network, and are now linking these communities with indigenous communities on other continents. In 2007, with the support of the Inter-American Development Bank, CREST developed the innovative Travel STAR (Sustainable Tourism and Reinvestment) program to give travelers and investors from developed countries an incentive to support small enterprises in developing nations. Similarly, CREST's Travelers' Philanthropy project provides tourists with an efficient mechanism to receive a tax deduction for their contribution of money or time to worthy projects overseas.

Article 1 - General Scope

1.1 Parties intend to cooperate in the framework of this Memorandum of Understanding on the basis of their expertise in the research area and are wanting to develop joint projects and exchange of knowledge and researchers.

The joint projects could concern the following subjects:

- preparation of proposals for faculty and graduate student field research projects;
- development and certification of policies for best practices;
- planning and organization of international and regional conferences and capacity building training workshops;
- development and co-teaching of courses.

1.2 Projects and activities shall be beneficial for all Parties. Parties may decide in mutual consent to include other parties in projects. Projects will be carried out under separate specific Formal Agreements.

Article 2 - Projects and Formal Agreements

2.1 Each project has to be described in a separate Formal Agreement that must define the resources, the deliverables, the conditions for knowledge transfer and the ownership of intellectual property rights.

Article 3 - Presentation to other Parties and Acquisition of Projects

3.1 Parties intend to propose to each other cooperative research activities with other scientific and/or industrial organizations;

3.2 Parties intend to cooperate in the acquisition of new projects.

Article 4 - Researcher and Knowledge Exchange

4.1 The Parties wanting to stimulate the exchanges of knowledge by facilitating the organization of training workshops, seminars, and conferences and the access to the scholarships for their staff and their students;

4.2 The Parties intend to cooperate in the development and organization of specific course and symposia in the areas of sustainable and responsible tourism and environmental conservation.
4.3 The Parties can decide to welcome within the framework of a research project the staff of the other Party. The exchanges of researchers will be made in the frame of the specific agreement connected to the research project. These exchanges of researchers or students will be made in accordance with the statutes and the rules of each Party.

Article 5 – Publication

5.1 All the written publications and the oral presentations shall mention all researchers of the Parties involved in the obtaining of the results as well as their establishment and shall beforehand be revised by all the Parties according to the conditions of the specific Formal Agreement concluded for each project.

Article 6 – Intellectual Property

6.1 The conditions of Intellectual Property of the results deriving from projects and the conditions of their exploitation will be defined in the specific Formal Agreement established for each project.

Article 7 - Duration and Termination

7.1 This agreement comes into force at the date of its signature and will terminate after 5 (five) years. Should any revision or modification become necessary, a written Amendment signed by both parties will be required. It is understood that either institution may terminate the agreement at any time, although such action will only be taken after mutual consultation in order to avoid any inconvenience to all parties. After five years, this agreement may be renewed if both parties so desire;

7.2 Three months before termination of this agreement, Parties will consult each other on the prolongation of this agreement;

7.3 If it is reasonably evident to the Parties that the results of the co-operation are under expectation or no longer within the sphere of interest of either Party, that Party will be entitled to apply for termination of this agreement in writing, subject to a 3 (three) months previous notice.

Article 8 - Disputes

8.1 In case of disputes over the interpretation or the execution of the present contract, the Parties undertake to make every effort to settle their dispute amicably.

Article 9 - Host institution responsibilities

9.1 Faculty and scholars may be exchanged. Exchange faculty and scholars will participate in research and/or teaching at the host institution.

9.2 Faculty and scholars will be nominated by the home institution after consultation with the host institution and shall be full-time faculty or research staff of the home institution.

9.3 Visiting faculty and scholars may receive a salary from their home institution. They will not be compensated financially by the host institution.
9.4 Visiting faculty and scholars may be provided with office space, subject to availability. They will have access to facilities such as libraries, computer labs, and access to the computer network by the host institution.

9.5 Visiting faculty and scholars will be required to abide by the rules and regulations of the host institution.

9.6 Visiting faculty/scholars and exchange students will be required to purchase the health insurance provided by the host institution or to provide proof of adequate health insurance coverage during their stay.

9.7 Visiting faculty/scholars will be responsible for making their own international and domestic travel arrangements and associated costs, as well as for expenses involving meals, textbooks, materials, local transportation, personal expenses, passport, visa applications and all other general living expenses.

9.8 The host institution will assist in the arrangement of accommodations for visiting faculty/scholars by providing housing application forms and/or information on housing alternatives. The host institution is not obligated financially or otherwise to provide housing. All living and accommodation costs are to be paid by the visiting faculty/scholars.

9.9 Each institution will ensure that adequate arrangements are made for the reception and orientation of visiting faculty/scholars.

This agreement shall take effect from the date of the latest signature below.

In witness whereof, the parties have executed this agreement by the signing of three (3) original copies of this document by their duly authorized representatives, each Party receiving one original copy.