Letter of Intent to Collaborate Between The George Washington University, USA and The Khon Kaen University, Thailand

This Letter of Intent ("LOI" or "Letter") was entered into this 20th day of August 2007 by and between <u>The George Washington University</u> ("GW"), a congressionally chartered nonprofit corporation in the District of Columbia, USA, through its Medical Center, and Khon Kaen University ("KKU"), in Khon Kaen, THAILAND, through its Faculty of Medicine, hereinafter referred to as "the two Universities" or the "Parties."

PREAMBLE

WHEREAS the Parties seek to collaborate and negotiate in good faith to create opportunities to enhance greater goodwill and mutual understanding between the United States and Thailand;

WHEREAS KKU wishes to affiliate with an American higher education institution with faculty who possess expertise in medical health sciences; and

WHEREAS GW, through its Medical Center, possesses such expertise and interest.

NOW THEREFORE, the Parties set forth their current intentions and terms for their collaboration as follows:

ARTICLE I – Areas of Potential Collaboration

The two Universities agree to explore the following areas of potential collaboration:

- A. Exchange of academic staff and researchers;
- B. Collaborative research and joint academic meetings;
- C. Exchange of documentation, research materials, publications and information in fields of mutual interest; and
- D. Other activities of mutual interest to the two Universities.

The two Universities agree to set forth the terms and conditions of their collaboration in any of the above areas in writing in a detailed Memorandum of Understanding ("MOU"), to be executed by the Parties prior to the initiation of any such activities or the expenditure of any funds for such activities.

ARTICLE II - Other Terms

A. Terms: This LOI will become effective upon signing by the authorized representatives from each of the two Universities, and will remain in effect for three (3) years, until August 31, 2010.

- B. No Binding Legal Obligation: This Letter does not constitute and will not give rise to any legally binding obligation on the part of KKU or GW.
- C. Termination and Renewal: Either Party may terminate this Letter by written notice to the other Party at any time. The Parties may renew this Letter by mutual written agreement.
- D. Negotiations: Each Party agrees to cover its own costs associated with negotiations for the activities contemplated herein, unless otherwise agreed to in writing by the Parties.

The undersigned individuals represent and warrant that they are duly authorized by their respective institutions to execute this Letter of Intent.

FOR GW:

James L. Scott, M.D.

Dean, School of Medicine and Health Sciences

FOR KKU:

Wiroon Laupa tarakasem, M.D.

Dean, Faculty of Medicine

Khon Kaen University

John F. Williams, M.D.

University Provost,

Vice President for Health Affairs and

Dean, School of Medicine and Health Sciences

Sumon Sakolchai, Ph.D.

President

Khon Kaen University

Louis H. Katz

Executive Vice President and Treasurer