

Memorandum of AGREEMENT (MOA)
Between
Murray State University
Murray, KY, USA
And
Khon Kaen University
Khon Kaen, Thailand

Article I. Parties and Purpose

Khon Kaen University (KKU) and Murray State University (MSU) conduct programs and activities of basic and applied research, education and training, technology and information transfer, and economic development. The KKU and MSU have capabilities and expertise and conduct programs and activities of interest and potential benefit to the other. The KKU and MSU agree to establish and conduct mutually agreed upon cooperative and collaborative projects, programs, and/or activities, which will enhance the programs of each.

Article II. Areas of Cooperation and Collaboration

The KKU and MSU agree to establish and conduct projects, programs and/or activities in one or more of the following general areas. Specific details of each will be defined by mutual agreement in writing as contract amendments to this Agreement. Potential areas of cooperation/collaboration include but are not limited to :

1. Collaborative educational programs and activities;
2. Conducting research and other scholarly activities in disciplines and on subjects of mutual interest and benefit;
3. Implementing faculty, staff and student exchanges, training and related activities;

4. Developing and implementing extension and technology transfer activities;
5. Implementing economic development projects, programs and activities;
6. Carrying out planning and institutional development;
7. Preparing and submitting grant, contract and other proposals to obtain resources to support;
8. Other activities as may be mutually agreed.

Article III. Implementation of Collaborative/Cooperative Projects, Programs and Activities

Specific details of any cooperative/collaborative activities to be conducted will be described and agreed upon in writing as contract amendments to this Agreement. Contract amendments will include the specific activities to be conducted; responsibilities of cooperating parties; personnel who will participate; sources, allocation and amount of sources; time; implementation procedures; and other details.

Article IV. Cooperation with Third Parties

Since other universities, institutes, centers and organizations may have capabilities and conduct activities, which will benefit and support this collaboration, the KKU and MSU may identify other cooperators for joint participation in mutually agreed upon projects and activities. The activities, responsibilities and other details of the participation of such cooperators will be defined and agreed in writing by the KKU, MSU and the third party institution in a contract amendment to this Agreement. This section does not in any way exclude or preclude either the KKU or MSU from individually executing agreements and conducting

cooperative and collaborative research, education, economic development and other activities with other organizations independent of this Agreement and of each other.

Article V. Support and Resources

The amount and source of resources and other requirements for cooperative activities will be defined in the contract amendments to this Agreement. The KKU and MSU may jointly or individually seek funding and other support from third parties for the conduct of collaborative projects, programs and/or activities. This Agreement does not obligate either the KKU or MSU to provide funds and/or other resources from its own or other sources unless agreed in writing.

Article VI. Duration, Termination and Modification of Agreement

This Agreement shall take effect when signed by the official representatives of the institutions involved and will remain in effect for an initial period of five (5) years and may be extended by mutual agreement in writing for additional five (5) year periods. This Agreement may be terminated by either party with six (6) months written notice of intent to terminate. In the event of termination, each party will assume financial and other responsibilities for the completion of required and agreed activities or as such responsibilities may be modified by mutual written agreement. Any modification shall require the written approval of the President of Murray State University and the President of Khon Kaen University or their designees.

Article VII. Resolution of Disputes

The parties are committed to the informal expeditious resolution of any dispute that arises between them related to or arising from any aspect of this Agreement or either party's performance of this Agreement. If a dispute arises which the parties cannot resolve themselves, the matter shall be determined in the following way. Either party can request this process.

The guiding principal shall be an expeditious resolution of the dispute. There shall be no charge to any party for these services. The three members shall issue a written decision explaining the basis for their decision. The written decision shall be final and binding on the parties.

Article VIII. Contact Persons

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| Khon Kaen University | Murray State University |
| Dean | Michael Basile |
| Faculty of Management Science | Director of International Programs |
| Khon Kaen University | Murray State University |
| Khon Kaen 40002 | Murray, KY 42071 |
| Thailand | USA |
| Email : | Email: |
| <u>sumkae@kku.ac.th</u> | Michael.basile@murraystate.edu |

Article IX. Signature

Khon Kaen University

Approved by



Assoc. Prof. Dr. Sumon Sakolchai
President

Murray State University

Approved by

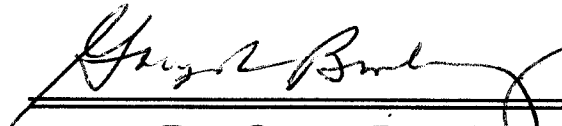


Dr. Kern Alexander
Interim President



Assoc. Prof. Sumeth Kaenmanee
Dean, Faculty of
Management Science
Witness

Date : 24 April, 2006



Dr. Gary Brockway
Provost for Academic Affairs
Witness

Date : 24 May, 2006