

MEMORANDUM ON FACULTY EXCHANGE

Between

KHON KAEN UNIVERSITY

Khon Kaen, Thailand

and

LOUISIANA STATE UNIVERSITY

AND AGRICULTURAL & MECHANICAL COLLEGE

Baton Rouge, Louisiana USA

The purpose of this agreement is to promote international understanding and scholarly collaboration between the Khon Kaen University, hereafter KKU, and Louisiana State University (hereafter LSU).

Article 1: Framework

1.1. Faculty members from each university may apply to spend an academic term (semester or year) at the sister institution, serving as a visiting professor or research scholar, as appropriate.

(i) In an even exchange, those going to the host campus as visiting professors shall undertake the normal duties of full-time faculty members and shall receive remuneration from the home university on the same basis and at the same scale level as if they had remained at their home university. They shall be given the same credit towards sabbatical, promotion, and retirement arrangements as they would have received had they remained at their home university.

(ii) Those going to the host campus as research scholars, visiting lecturers, or consultants shall not necessarily require reciprocal exchange. The research scholar shall be affiliated with a specific department at the host institution and shall be assigned a faculty liaison by the host campus. In addition to conducting their research, they shall provide occasional assistance to the host campus sponsoring department, such as delivering an occasional lecture or collaborating on a special project. These occasional services shall be provided in exchange for the research scholar's access to campus resources. It is understood that research scholars should carry sufficient health care insurance while at the host institution to cover them for any medical emergency that might arise. Visiting lecturers or consultants outside a literal one-to-one exchange will be paid by the host institution an amount to be agreed upon prior to departure from the home campus of the faculty members invited.

1.2. The exchange of faculty members as visiting professors shall be subject to the instructional and staffing requirements of each university. The approval of exchange faculty at the host university, the assignment of teaching responsibilities or research affiliation, and all other features of an academic appointment or affiliation shall require the consent of the appropriate administrative officers in each university. Each university reserves the right to decline to enter into a particular exchange of faculty members proposed.

- 1.3. The nomination of faculty members for the exchange shall be made as early as possible in the calendar year preceding the year of the exchange. Each nomination shall be accompanied by a curriculum vitae as well as by a statement indicating the areas of the discipline in which a faculty member feels competent to instruct or in which a faculty member wishes to conduct research, as the case may be.
- 1.4. Exchange faculty shall be responsible for obtaining any necessary visas and otherwise complying with all immigration laws and regulations of the country of the host university. The host university shall cooperate in such efforts, but shall not have any responsibility to assure the granting of any visas, permits or approvals.

Article 2: Accommodation and Health Insurance

- 2.1. The provision of accommodation for faculty members on exchange will remain the responsibility of the faculty members exchanged, but the host academic department agrees to use its best efforts to secure suitable housing for the exchange visitor. Travel expenses, including round trip transportation to and from the host institution, shall be the responsibility of the faculty members exchanged unless otherwise specified in individual cases.
- 2.2. Each faculty exchange participant must submit proof of medical insurance coverage during the exchange period. It is understood that the host university accepts no responsibility or liability for providing health care services or health care insurance for visiting scholars.
- 2.3. The obligations of KKU and LSU under this agreement are limited to exchange faculty only and do not extend to spouses or dependents. Expenses of accompanying spouses or dependents are the responsibility of the faculty member.

Article 3 : Other Provisions

- 3.1. KKU and LSU agree to exchange publications, scholarly materials, and official publications, as appropriate.
- 3.2. To the extent allowed by law, each party hereto agrees to indemnify, defend, and to hold the other, its officers, directors, agents, servants and employees, harmless from and against any and all damages, losses, liabilities, demands, suits, judgments and claims, including reasonable attorneys' fees (the "Claims"), to the extent that the Claims arise out of or result from the willful act, fault, omission, or negligence of the indemnifying party, its employees, servants, or agents, while performing work pursuant to or in furtherance of this agreement. However, neither party hereto shall be liable to the other for any incidental, consequential or punitive damages.
- 3.3. Other international cooperative projects between KKU and LSU, such as conferences and joint research projects, may be developed when a mutual interest is expressed. Details of the costs of such projects will be worked out, on an individual basis, well in advance of the proposed activity and shall be agreed to, in writing, by both institutions.

- 3.4. Should any intellectual property emerge involving the Research Scholars, the parties agree to enter into a separate mutually acceptable Inter-institutional Agreement in good faith, concerning intellectual property ownership, management, commercialization, and sharing of income and expenses.
- 3.5. It is contemplated that, the parties will enter into separate suitable Confidentiality Agreement or Chemical / Biological Material Transfer Agreement, or Prototype Transfer Agreement, as appropriate, concerning transfer of any information and / or material that the providing party considers confidential and proprietary.
- 3.6. Other international cooperative projects between KKV and LSU, such as conferences and joint research projects, may be developed when a mutual interest is expressed. Details of the costs of such projects will be worked out on an individual basis well in advance of the proposed activity and agreed to by both institutions.
- 3.7. This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified in this agreement. No amendment, consent, or waiver of terms of the agreement shall bind either party unless it is in writing and signed by all parties.
- 3.8. The rights and obligations arising under this agreement are personal to each party, and said rights and obligations may not be encumbered, transferred or assigned in any manner.
- 3.9. Each of the undersigned signatories hereby certifies that he/she has the authority to bind his/her respective institution to this agreement.

Article 4 : Effective Date and Duration

- 4.1. This agreement shall be effective upon approval of both institutions. It shall continue in force for a five-year period and may be revised by mutual agreement. It may be terminated by either party upon giving nine months written notice to the other party. Exchange faculty already staying at either university under this memorandum will be permitted to complete their teaching and/or research visits under their original conditions.

For: KHON KAEN UNIVERSITY

Sunm Sakkavee

Date: _____

July 23, 2008

For: LOUISIANA STATE UNIVERSITY

W Jenkins

 Dr. William Jenkins

Chancellor

Date: _____

Feb 15th 2008

MEMORANDUM ON STUDENT EXCHANGE

between

KHON KAEN UNIVERSITY

Khon Kaen, Thailand

LOUISIANA STATE UNIVERSITY

AND AGRICULTURAL & MECHANICAL COLLEGE

Baton Rouge, Louisiana USA

The purpose of this agreement is to promote international understanding and scholarly collaboration between the Khon Kaen University (hereinafter referred to as "KKU") and Louisiana State University and Agricultural & Mechanical College (hereinafter referred to as "LSU").

Article 1: Framework

- 1.1. Each university will send exchange students to the host university for one or two semesters. At least one student will be exchanged from each institution each year if possible or two students for one semester (two students for one semester will be considered equivalent to one student for the academic year). The actual number of students may vary, depending upon special circumstances arising in a certain year. The exact number of students exchanged each year will be agreed upon by both institutions. In the case of an unequal number of students under a reciprocal exchange in a given year, the universities agree to rectify the imbalance within four semesters.
- 1.2. Each university will publicize the exchange opportunities and nominate qualified students.
- 1.3. In the exchange of students, neither university will be expected to take any action which would be contrary to its established policies, regulations and practices.

Article 2: Fees and Tuition

Undergraduate students participating in this exchange must adhere to the following fee payment agreement:

- 2.1. LSU will provide funds to the undergraduate KKU exchange student for all standard charges (Resident Tuition and Required Fees including the admission fee, technology fee, academic excellence fee, registration fee, student service health fee, other allocated fees, recommended fees and utility surcharge) as published in the current LSU catalog, using funds left on deposit by the outbound undergraduate LSU students in this exchange. This does not include room and board. Further, KKU exchange

students must pay for any special course or other fees not included in the above referenced fees, and LSU will provide exemptions for the Non-Resident Fee under the authority of the 1981 LSU Board of Supervisors' resolution, as appropriate. KKU's exchange students will pay all costs, other than those specifically provided for above, incurred by the KKU students at LSU, including charges for meal plans, housing, and lab fees, books, and travel.

- 2.2. KKU will provide LSU undergraduate exchange students exemptions for all standard charges of resident tuition and fees. However, LSU exchange students must pay for any special course or other fees not included in the standard fees. LSU exchange students will pay all costs, other than tuition, incurred by the LSU students at KKU, including charges for meal plans, housing, lab fees, books, and travel.

Graduate students and scholars participating in this exchange must adhere to the following fee payment agreement:

- 2.3. The LSU graduate student will enroll in independent study courses at LSU and pay all tuition fees. Tuition exemptions for assistantship are not applicable
- 2.4. KKU will not charge the LSU student any tuition or fees. The LSU student will have free access to classes as an auditor, the KKU library and any other university resources necessary for research purposes. However, the LSU student will pay housing and meals at the host university and assume all other costs such as books, insurance, and travel.
- 2.5. The KKU student will be invited by the appropriate LSU department to come to LSU as a "research scholar." The student will receive no remuneration for this research position. The student will not enroll in any courses, and will therefore not have any tuition or fees to pay. The KKU research scholar will pay all living costs at LSU such as meals, housing, travel and insurance.

Article 3: Academic Record / Credit Transfer

Undergraduate Students:

- 3.1. LSU agrees to: a) enroll the accepted undergraduate KKU students in course work as non-matriculating students; b) provide academic counseling; and c) at the end of the KKU students' period of study abroad, supply official written records reporting the KKU students' academic work completed. KKU agrees to grant its students credits for pre-approved courses successfully completed through LSU.
- 3.2. KKU agrees to: a) enroll the accepted undergraduate LSU students in course work as non-matriculating students; b) provide academic counseling; and c) at the end of the LSU students' period of study abroad, supply official written records reporting the LSU students' academic work completed. LSU agrees to grant undergraduate LSU students credit for approved courses successfully completed through KKU, on the same basis as if LSU provided the portion of study with KKU, upon the completion of the LSU students' period of study abroad.

- 3.3. LSU further agrees to concurrently enroll the undergraduate LSU students during the contracted part of the educational program abroad. LSU will disburse all applicable student financial aid, including federal, to eligible LSU students, and KKU will not disburse any form of United States HEA Title IV federal financial aid to participating LSU students.

Graduate Students:

- 3.4. Prior to exchange, the LSU graduate student will identify an LSU professor who will approve and supervise LSU independent study courses during the semester(s) at KKU.
- 3.5. The professor and student will establish a "learning agreement" that outlines requirements and expectations for the independent study. Both parties will sign the document and receive a copy of the agreement. The student will provide all work as directed by the LSU professor.
- 3.6. The sponsoring LSU faculty member agrees to provide a detailed report to KKU on the research carried out by the research scholar while at LSU. KKU agrees to assign appropriate credit or recognition for the research accomplished by the scholar while at LSU. LSU will not provide an official transcript since the participant will not have student status at LSU.

Article 4: Academic and Disciplinary Regulations

- 4.1. While attending the host university, each exchange student will enjoy the same academic rights and privileges enjoyed by all students enrolled at the host university.
- 4.2. While attending the host university, students participating in the program will be subject to the rules, regulations and disciplinary procedures of the host university.

Article 5: Commitments

- 5.1. LSU agrees to:
- (i) accept undergraduate students selected and nominated by KKU who meet the LSU admission requirements for international students.
(www.lsu.edu/studyabroad);
 - (ii) provide special advising, as far as it is reasonably possible, to assist KKU's students in meeting their academic needs;
 - (iii) invite the research scholar selected and nominated by KKU who has a minimum TOEFL score of 550 paper exam; 230 on computer based and 79 on internet version.
 - (iv) Provide a research adviser for the KKU research scholars in order to meet, as far as reasonably possible, their research needs.

- (v) require all LSU students to purchase, at their own expense, medical insurance which conforms to the requirements established by KKU for all international students;
- (vi) assist KKU's students, as far as it is reasonably possible and prior to their arrival, in locating rooms for the period of their stay at LSU. KKU's students will pay their own housing and living costs at LSU;
- (vii) provide the appropriate department at KKU with current catalogs and/or websites on course offerings and other information about LSU. It will be LSU's responsibility to provide KKU with transcripts of classes taken, as well as credits and grades earned by the KKU undergraduate students;
- (viii) provide KKU with the criteria for required health insurance, every year. (see item 6); and
- (ix) provide KKU students and scholars with information to apply for visas; however, it is the individual student and scholar who is burdened with the ultimate responsibility of procuring said visa.

5.2. KKU agrees to:

- (i) accept students selected and nominated by LSU who meet KKU's admission requirements for international students;
- (ii) require all KKU students to purchase, at their own expense, medical insurance which conforms to the requirements as set out in paragraph 6;
- (iii) assist LSU students, as far as it is reasonably possible and prior to their arrival, in locating rooms in residence halls or apartments for the period of the LSU students' study abroad at KKU. LSU students will pay their own housing and living costs at KKU;
- (iv) provide special advising, as far as it is reasonably possible, to assist LSU's students in meeting their academic needs;
- (v) provide the appropriate department at LSU with current catalogs and/or websites on course offerings and other information about KKU. It will be KKU's responsibility to provide LSU with transcripts of classes taken, as well as credits and grades earned by the LSU students; and
- (vi) provide LSU students with information to apply for student visas; however, it is the individual student who is burdened with the ultimate responsibility of procuring said visa.

Article 6: Mandatory Health Insurance Requirements for Exchange Students at LSU

- i) All non-immigrant international students and scholars are required to have adequate health insurance that provide minimum medical benefits that meet or exceed requirements as established by LSU and the U.S. Department of State, (hereinafter referred to as US DOS.)
- ii) These criteria vary with the type of visa. F-1 (student visa), J-1 (sponsored student/scholar visa), and J-2 (dependent(s) of the J-1 student/scholar). All students must provide proof of insurance that provides the required level of coverage.
- iii) Insurance policies are permitted that include provisions for co-insurance under the terms of which an exchange visitor is required to pay up to twenty-five (25%) of the covered benefits per accident or illness.

Article 7: Program Coordination

The administrative responsibility for the exchange program shall be placed upon:

- (i) The Office of International Programs at LSU
- (ii) The _____ at KKU

Article 8: Financial

This agreement does not create a financial obligation between the parties; therefore, no money shall be exchanged between the parties. Both parties undertake to make their best efforts to obtain the necessary financial assistance from institutions providing support for such cooperative programs.

Article 9: Other Provisions

- 9.1. KKU and LSU agree to exchange publications, scholarly materials, and official publications, as appropriate.
- 9.2. To the extent allowed by law, each party hereto agrees to indemnify, defend, and to hold the other, its officers, directors, agents, servants and employees, harmless from and against any and all damages, losses, liabilities, demands, suits, judgments and claims, including reasonable attorneys' fees (the "Claims"), to the extent that the Claims arise out of or result from the willful act, fault, omission, or negligence of the indemnifying party, its employees, servants, or agents, while performing work pursuant to or in furtherance of this agreement. However, neither party hereto shall be liable to the other for any incidental, consequential or punitive damages.
- 9.3. Other international cooperative projects between KKU and LSU, such as conferences and joint research projects, may be developed when a mutual interest is expressed. Details of the costs of such projects will be worked out, on an individual basis, well in advance of the proposed activity and shall be agreed to, in writing, by both institutions.

- 9.4. This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified in this agreement. No amendment, consent, or waiver of terms of the agreement shall bind either party unless it is in writing and signed by all parties.
- 9.5. The rights and obligations arising under this agreement are personal to each party, and said rights and obligations may not be encumbered, transferred or assigned in any manner.
- 9.6. Each of the undersigned signatories hereby certifies that he/she has the authority to bind his/her respective institution to this agreement.

Article 10: Effective Date and Duration:

- 10.1. This agreement shall be effective upon the approval of both institutions. It shall continue in force for a five-year period and may be revised by mutual agreement. It may be terminated by either party upon giving nine months written notice to the other party. In the event of such notice of termination, the exchange students and/or faculty will be permitted to complete the then-current semester in which the notice of termination was given.

Khon Kaen University

By: Shyam Saha

Date: July 23, 2008

LOUISIANA STATE UNIVERSITY

By: Dr. William Jenkins
Chancellor

Date: Feb 13th 2008