



Khon Kaen University



UNIVERSITY OF
TECHNOLOGY SYDNEY

MEMORANDUM OF UNDERSTANDING

between

KHONKAEN UNIVERSITY, KHON KAEN, THAILAND

and

UNIVERSITY OF TECHNOLOGY, SYDNEY, AUSTRALIA

In furtherance of the educational benefits that each institution can gain from the other, each agrees to enter into this Memorandum of Understanding.

In doing so, each institution acknowledges the high quality of the teaching and research conducted at the other.

MEMORANDUM OF UNDERSTANDING

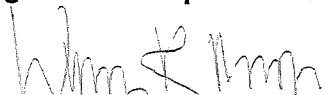
In order to promote co-operation between the Khon Kaen University (KKU) and the University of Technology, Sydney (UTS) ('the parties'), the parties agree as follows:


1. The parties will encourage direct contact and co-operation between their faculty and administrative staff, divisions and other units.
2. Within fields that are mutually acceptable, the parties intend to pursue the following general forms of co-operation:
 - a. Visits by and exchange of students for the purposes of study and research.
 - b. Visits by and interchange of staff for the purposes of research, teaching and discussions.
 - c. Exchange of information including, but not limited to, exchange of library materials and research publications.
 - d. Joint research activities.
 - e. Joint participation in internationally funded projects.
 - f. Joint course development and delivery.
 - g. Participation in seminars and academic meetings for staff
3. Both parties acknowledge and understand that all financial arrangements, if any, will be subject to negotiation and prior written agreement and any agreement will be subject to the availability of funds.
4. In respect to any particular form of co-operation, this Memorandum of Understanding ('MoU') may have, from time to time, written agreements annexed to it with regard to any specific project.
5. If this MoU remains dormant for five years from the date it is signed by the parties, or by the later date of signature if the signatures are not concurrent, it will be deemed to have lapsed. Where this MoU continues to be active, the agreement shall remain in place for five years after signature, and the parties may agree to review it with a view to extending its term.
6. For the purposes of this MoU, 'active' means some substantive activity under at least one of the forms of co-operation outlined in clause 2 above.
7. This MoU may be terminated at any time by either party by mutual written agreement or in any event by twelve months written notice from either party to the other for any reason or for no reason.
8. Any termination of this MoU under clause 7 will not operate to prejudice an individual student or staff member engaged as at the date of termination in an activity outlined in clause 2. The intention is that such individual's activity will be permitted to reach its natural or contemplated conclusion.
9. The parties acknowledge that UTS is an authority bound by the Privacy and Personal Information Protection Act 1998 (NSW) ('the Act') and the parties hereby will comply with the provisions of the Act in respect to any of its students, staff or research connected to this MoU.
10. Each party will ensure that all public statements including statements to the media or articles relating to their joint activities are first cleared by the other party prior to release or publication.
11. No party will have the right to use the name or logo of another party without that party's prior written consent and other conditions attached to such consent.
12. The parties agree that this MoU does not create or evidence a relationship between them of partnership, joint venture, employer and employee or agency.
13. The parties acknowledge that the academic and research standards properly established by each of them must be maintained at all times and that the relationship between the parties will not operate to constrain the other party from applying those standards.
14. Where a problem or dispute arises between the parties they will first seek to resolve that dispute between themselves and will use their best endeavours to settle the problem or dispute by direct negotiation. Where the problem or dispute continues the parties may elect a third party by mutual consent, who shall examine the problem or dispute and provide recommendations. All expenses incurred in appointing the elected third party shall be shared equally by the parties.
15. This agreement stands equally in both English-language and other-language versions.
16. This MoU may be varied by a further written document signed by the parties that expresses an intention to vary this MoU.
17. This MoU does not legally or financially bind either of the two universities. Its aim is to promote relations that will mutually benefit each institution, this being the primary aim of university collaboration
18. The address for notices at the Khon Kaen University is:
Assoc. Prof. Somdej Kanokmedhakul
Natural Products Research Unit
Department of Chemistry, Faculty of Science
Khon Kaen University, Khon Kaen 40002
Thailand
Telephone: +66 43 202222 Ext. 12243
Facsimile: +66 43 202373
Email: somdej@kku.ac.th

The address for notices at the University of Technology, Sydney is:

Director
UTS: International
University of Technology, Sydney
15 Broadway, NSW 2007, Australia
Telephone: +61 2 9514 8076
Facsimile: +61 2 9514 1530
Email: ir.partners@uts.edu.au

Signed for the parties as an MOU by:


Professor William Purcell
Deputy Vice-Chancellor
(International and Development)
University of Technology, Sydney
Date: / / 2010


Honorary Prof. Sumon Sakolchai
President

Khon Kaen University
Date: / / 2010