

Memorandum of Understanding between

Khon Kaen University, Thailand

123. Mittrapab Road, T.Nai Muang A. Muang, Khon Kaen Province, 40002, Thailand

and

University of the West of England, Bristol

Frenchay Campus, Coldharbour Lane, Bristol, BS16 1QY

Context

- 1) Discussion between staff of the Khon Kaen University ("KKU") in Thailand and the University of the West of England, Bristol ("UWE") in the UK has highlighted the potential for mutual academic benefit through further collaboration. There has been dialogue between representatives of the two institutions through which the two parties have explored areas for potential collaboration, which would form the focus of further discussion and which would be formalised in a further agreement. This Memorandum of Understanding has emerged from these discussions, and expresses the commitment of both parties to work collaboratively for the benefit, rights and interests of the students and staff of both institutions, and of the societies that they serve.

Aims of this memorandum of understanding

- 2) The parties to this Memorandum of Understanding intend that it should recognise the goodwill that exists between them, and that it should facilitate the development of further specific agreements and forms of collaboration. A detailed action and business plan will be produced by the two parties, which will prioritise development plans and identify key staff within each institution's academic units and professional services in order to progress the initiatives. On the completion of due processes, it is intended that this memorandum would be superseded and replaced by an Academic Memorandum of Agreement, which will capture the detail of the agreed areas of collaboration.

Scope of the collaboration

- 3) The parties commit themselves to exploring mutually beneficial collaborative projects in credit recognition, staff exchange, student exchange, facilitating placements for Public Health PhD students, developing research proposals with the view of publication of any outcomes with the UWE Faculty of Health and Life Sciences.

Management of the collaboration

- 4) In order to further the co-operation intended by this Memorandum, and to facilitate effective communication and management of information, KKU and UWE agree that they will each nominate a liaison officer.
- 5) The liaison officers will be responsible for:
 - a) establishing and maintaining lines of communication necessary to give effect to the provisions, terms and spirit of this memorandum;
 - b) managing the link established between the two institutions through this Memorandum and any subsequent agreements;

Financial responsibilities

- 6) Unless otherwise explicitly agreed, each party to this Memorandum will be responsible for funding the activities of its staff in support of this collaboration. Financial responsibilities for activity to implement other subsequent specific agreements will be agreed and defined within each agreement.

Development of Individual projects and agreements

- 7) In order to further the co-operation intended, KKU and UWE will hold further discussions about areas of mutual interest. The subject, nature, extent and applicable provisions of each joint project will be negotiated on an individual basis depending on the constraints of available funds and resources, and be supported by a written agreement made and entered into by and between KKU and UWE which will set out the responsibilities of each party. Both institutions will take advice and guidance from their respective institutions and appropriate bodies on the regulatory and quality assurance aspects of entering into a specific agreement.

Publicity

- 8) Each party to this Memorandum agrees to obtain the written consent of the other, in each and every case, prior to using the other party's name in material intended to promote, publicise or otherwise make known this memorandum and the activities enabled by it.

Duration of memorandum

- 9) This Memorandum shall have effect from the date of signature for an initial period of 5 years, and may be renewed by mutual consent of both parties thereafter. This shall enable further discussions to take place to enable the two parties to reach agreement on the specific arrangements.

Review of memorandum

- 10) Not less than six months prior to the date of termination of this Memorandum, the liaison officers referred to in clause 4 will undertake a review of the Memorandum and make a joint report to each party to it.

Termination of memorandum

- 11) Either party to this Memorandum of Understanding may terminate it by providing not less than six months' notice of termination to the other party. In the event of termination prior to the end of the period indicated in clause 9, the parties agree to work together to protect the interests of any students currently deriving benefit from the collaboration.

Legal jurisdiction

- 12) This Memorandum is subject to the jurisdiction of English law.

Confidentiality

- 13) Neither party shall disclose to any person any information relating to the business, clients, financial information, employee information or technology of the other party ("Confidential Information") which they may receive in the course of the Memorandum of Understanding without the other party's prior consent. The parties shall treat all Confidential Information as confidential and shall not disclose or make use of such information except in relation to the performance of their obligations in terms of this Memorandum of Understanding.

Signed on behalf of Khon Kaen University:



Assoc. Professor. Dr. Kittichai Triratanasirichai
President

Date: 22/4/2013



Assistant Professor Dr. Somsak Pitaksanurat
Dean of the Faculty of Public Health

Date: 22/4/2013

Signed on behalf of the University of the West of England, Bristol:



Professor Steve West
Vice-Chancellor

Date: 22/4/2013