

# AGREEMENT ON ACADEMIC COOPERATION AND EXCHANGE

between



**KHON KAEN UNIVERSITY, THAILAND**

and



**MIE UNIVERSITY, JAPAN**

The President of Khon Kaen University, Khon Kaen, Thailand and the President of Mie University, Tsu City, Japan, hereby agree to encourage and promote academic cooperation and exchange between their two respective universities. The scope and procedural details of the Agreement are delineated below:

1. The two universities agree to encourage and promote the following academic and educational activities:
  - (a) Exchange of faculty and staff members
  - (b) Exchange of students
  - (c) Exchange of publications and relevant academic and educational information
  - (d) Joint research, lectures and symposia
  - (e) Other activities such as deemed appropriate by mutual consent
2. Financial arrangements and stipulations concerning, for example, the exchange of students, faculty and staff members, are to be specifically detailed in separate addenda.
3. Modifications and/or amendments to this Agreement can be executed by mutual consent.
4. Should either university wish to terminate this Agreement, written notice should be given six (6) months in advance of the desired termination date.
5. Only the English version of this Agreement has binding effect. English will be the language used by both parties in the relations that derive from this Agreement.
6. This Agreement will enter into effect from the date signed by the duly designated officials of the respective universities. Both parties agree that this Agreement should be reviewed approximately every five (5) years in order to evaluate progress and improve the quality of the exchange.
7. Each party shall designate an office to serve as liaison for implementing this Agreement. For ABC University, it will be the International Relations Office. For Mie University, this office will be the International Relations Office.
8. The settlement of possible disputes regarding interpretation and/or fulfilling of the present Agreement shall be requested to a commission of arbitration comprised by the signers of the Agreement or persons who have been delegated, and will take good faith negotiations to solve problems arisen.

IN WITNESS THEREOF, the parties hereto hereby execute this Agreement.

Sumon Sakolchai, Ph.D.  
President  
Khon Kaen University  
Thailand

Atsumasa Uchida, MD., Ph. D.  
President  
Mie University  
Japan

Dated this 21 day of May, 2010

Dated this 21 day of May, 2010



# AGREEMENT FOR STUDENT EXCHANGE

## BETWEEN

MIE UNIVERSITY (Tsu, Japan)

## AND

KHON KAEN UNIVERSITY (Khon Kaen, Thailand)

Mie University (MU) and Khon Kaen University (KKU) agree to implement a Student Exchange Agreement in accordance with the principles and guidelines set forth below.

### THE PARTIES AGREE AS FOLLOWS:

1. Scope of Agreement – This Agreement shall apply to all student exchanges between MU and KKU.
2. Definitions – In this Agreement, unless indicated otherwise, the following terms have the following meanings:
  - “Host Institution” means the institution accepting the exchange students.
  - “Home Institution” means the institution providing the exchange students.
  - “Institution” means either MU or KKU as the context indicates.
  - “Force Majeure” means any event arising from natural causes, human agency or otherwise beyond the reasonable control of the parties, including without prejudice to the generality of this statement, strike, lock-outs or other industrial disputes, fights, civil commotion, acts of terrorism, fire, flood, drought, loss, delay in the air, at sea, or in inland transit, malicious damage, war, and restraint of any government or other public or statutory warranty.
3. Agreement to Exchange – Each party agrees to provide students for exchange, and accept students of the other party for exchange, in accordance with the terms and conditions of this Agreement.
4. Period of Agreement – This Agreement shall commence on the date it is signed by both parties and will continue in full force and effect for five years. This Agreement may be renewed automatically, unless written notice is issued from either party concerning revision or termination of this Agreement. Such notice shall be given at least six months prior to the effective date of the revision or termination.
5. Academic Year – Academic year in the context of MU means the academic year in Japan commencing in April and ending in March of the following year and in the context of KKU means the academic year beginning in June and ending in March of the following year. Example: MU has two semesters from April through early August and from October through early February. KKU has two terms/semesters from June through early October in the first term/semester and from end of October through early March in the second term/semester.
6. Selection of Students – Students to be exchanged will be nominated by their Home Institution and shall, to the reasonable satisfaction of both parties:
  - (a) be of good academic standing;
  - (b) have completed at least one year of full-time study at their Home Institution;
  - (c) be eligible to enroll in subjects that constitute a normal full-time load at the Host Institution; and
  - (d) have adequate language proficiency to conduct the intended studies at the Host Institution.



7. Period of Exchange – Each exchange under this Agreement shall be for a minimum of one, and a maximum of two consecutive academic semesters, or equivalent.

8. Number and Frequency of Exchanges - The program of exchanges is founded on a reciprocal basis with the intention of achieving an equal number of exchanges over a five year period:

(a) exchanges will be counted on the basis of semesters of exchange, rather than students exchanged;

(b) unless and until otherwise agreed, a maximum of ten (10) semesters of exchange each way per academic year will be conducted.

9. The Home Institution

9.1 The Home Institution is responsible for maintaining the enrolment of its own students at the Home Institution for the duration of the exchange.

9.2 The Home Institution is responsible for the recruitment and selection of student participants and the orientation of student participants before their departure for the Host Institution. The Home Institution must advise students about the academic and cultural expectations at the Host Institution, including academic rules and discipline.

9.3 The names and preliminary files of selected participants will be forwarded to the Host Institution for final approval by October 25 of the previous year (MU for the first semester) and March 25 of the current year (MU for the second semester); and December 1 of the previous year (KKU for the first semester) and March 1 of the current year. (KKU for the second semester) For the purposes of this clause "preliminary file" includes the Exchange Student Application, academic transcripts, and other documents as determined by the home institution.

9.4 The Home Institution will advise the Host Institution of any known circumstances, which may affect the student's time abroad. (e.g. known medical problems)

9.5 The Home Institution will award its students academic credit at the Home Institution in respect of study successfully completed at the Host Institution, having regard to the final transcript provided by the Host Institution under clause 10.8. Students will not be awarded academic credit at the Host Institution.

10. The Host Institution

10.1 The Host Institution will endeavor to accept students recommended by the Home Institution but reserves the right not to accept a particular nominee.

10.2 Host Institution will provide information to the Home Institution to enable the Home Institution to advise students about academic and cultural expectations at the Host Institution, including academic rules and discipline.

10.3 The Host Institution will provide orientation for the incoming students.

10.4 The Host Institution will make reasonable efforts to ensure that students are admitted to courses regarded as essential to the intended study at the Host Institution.

10.5 The Host Institution will provide academic and other advisory services for incoming students.

10.6 The Host Institution will make reasonable efforts to assist exchange students to obtain housing but is not obliged to provide housing or financial assistance of any kind whatsoever.

10.7 The Host Institution will inform incoming students of health insurance requirements and availability.



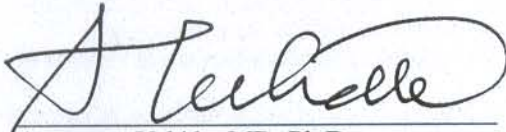
- 10.8 The Host Institution will provide to the Home Institution a final transcript describing the student's academic performance at the Host Institution.

11. Financial and Other Arrangements


- 11.1 Students will pay the tuition and enrolment/application fees applicable at their Home Institution in respect of the period of their exchange prior to participation in an exchange. Students will remain enrolled at their Home Institution for the duration of their exchange.
- 11.2 The Host Institution will not impose any tuition or enrolment/application fees in respect of incoming students.
- 11.3 All costs relating to accommodation (residential or share-house) will be the responsibility of the incoming student.
- 11.4 The student will be responsible for necessary travel and health insurance and medical costs, and visa/immigration formalities.
- 11.5 Books, living expenses and any other costs, such as student services and student union/association fees as applicable at the Host Institution will be the responsibility of the student.
- 11.6 The exchange student shall be responsible for the cost of transportation to and from the Host Institution.
- 11.7 Exchange students will be subject to the academic rules and discipline of the Host Institution.
- 11.8 If an exchange student voluntarily withdraws from study at the Host Institution prior to completing the exchange, the part completed will be considered a complete exchange and the student will not be replaced unless otherwise agreed between the parties. If a student is nominated for two semesters and withdraws during or upon completion of the first, the second semester will not be counted for the purposes of reviewing the number of exchanges conducted.
12. Designated Administrative Officials – MU and KKU shall each designate to the other, within sixty (60) days after the execution of this Agreement, the administrative official(s) authorized to approve exchanges under this Agreement.
13. Insurance – Each Host Institution must ensure that visiting students participating in an exchange under this Agreement, are, for the purpose of their participation in that exchange, covered by appropriate public liability insurance. Each party must, if requested by the other party in writing to do so, provide proof to the other party of such insurance.
14. Force Majeure – If either party is unable by Force Majeure to carry out its obligations or some of them, it must give prompt notice to the other party, and during the period of Force Majeure, the notifying party's obligations under this Agreement shall be suspended, provided that it will do all things reasonable to remove the Force Majeure as quickly as possible.
15. Warranties – Each party warrants that it has the legal capacity to enter into and be bound by this Agreement.
16. Nondiscrimination – MU and KKU agree that no person shall, on the grounds of race, color, religion, national origin, sex or creed be excluded from participation under the terms of this Agreement. Despite this, the parties agree that a student of the Home Institution who is a national of the country of the Host Institution will not be eligible to participate in the exchange, as such participation will not serve the objectives of the exchange program.
17. Variation – The terms of this Agreement may be amended only by written agreement signed by both parties.

**EXECUTED AS AN AGREEMENT:**

SIGNED FOR AND ON BEHALF  
OF THE MIE UNIVERSITY  
(JAPAN)  
BY:



Atsumasa Uchida, MD, Ph.D.  
President  
In the presence of:



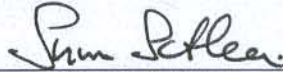
Witness Signature

Mamoru Matsuoka, Ph.D.  
Executive Vice President

Witness Name

21 / May / 2010  
Date

SIGNED FOR AND ON BEHALF  
OF THE KHON KAEN UNIVERSITY  
(THAILAND)  
BY:



Sumon Sakolchai, Ph.D.  
President  
In the presence of:



Witness Signature

Kulthida Tuamsuk, Ph.D.  
Vice President for Academic and International  
Affairs

Witness Name

21 / May / 2010  
Date