

# MEMORANDUM OF UNDERSTANDING

Between

**NATIONAL UNIVERSITY OF SINGAPORE**  
acting through its **FACULTY OF ARTS AND SOCIAL SCIENCES**

And

**KHON KAEN UNIVERSITY**  
acting through its **FACULTY OF HUMANITIES AND SOCIAL SCIENCES**

Dated 17 May 2010



## MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made on 17 May 2010 ("Effective Date")

### BETWEEN:

- (1) **NATIONAL UNIVERSITY OF SINGAPORE**, a company limited by guarantee incorporated in Singapore under the Companies Act (Cap. 50) and having its registered address at 21 Lower Kent Ridge Road, Singapore 119077, acting through its **FACULTY OF ARTS AND SOCIAL SCIENCES ("NUS")** and
- (2) **KHON KAEN UNIVERSITY**, a governmental university and having its principal address at Khon Kaen 40002, Thailand, acting through its **FACULTY OF HUMANITIES AND SOCIAL SCIENCES ("KKU")**.

(hereinafter jointly referred to as the "**Parties**" and singularly as a "**Party**".)

**WHEREAS** the Parties agree to promote joint academic and research activities of mutual interest in accordance with their respective needs and objectives, and shall, by joint agreement, determine the areas and subject of such collaboration, on the basis of the understanding set out in this Memorandum of Understanding ("**MOU**").

### 1 AREAS OF COOPERATION

The Parties agree to collaborate in the following relevant areas:

- (a) the exchange of faculty and/or staff members for the purpose of visiting, lecturing, researching, teaching and instructing the graduates or senior students, or other academic activities;
- (b) the exchange of undergraduate and/or postgraduate students for the purpose of academic activities;
- (c) the exchange of appropriate scholarly publications, academic references, books, etc. for the purpose of exchanging scholarly information and trends of development. Each Party will introduce the other to local examples or modern means of education and research development. Where appropriate, the parties may publish theses and papers in their academic journals and assist the other Party's scholars in publishing academic works of excellence with the requisite consent and permission of the author of the work;
- (d) the organisation of and participation in joint academic activities such as conferences, seminars and workshops on topics of mutual interest;
- (e) the identification of opportunities for exchanges and cooperation and joint research and development in disciplines of mutual interest; and
- (f) the exchange of visits of leaders of both Parties.

## **2 MANAGEMENT COMMITTEE**

The Parties can appoint representatives to manage and oversee the collaborative activities contemplated under this MOU. The representatives of the Parties can meet as and when necessary to review progress in the implementation of activities related to the areas of collaboration, define new areas and programmes of collaboration as well as discuss matters related to this MOU.

## **3 ARRANGEMENTS AND FUNDING**

- 3.1 To implement the collaborative activities envisaged under this MOU, representatives of the Parties may meet periodically to negotiate and conclude specific project agreements and programmes of cooperation, including the terms for their financing, with each other and with other parties provided that neither Party shall have the power to bind the other Party without the other Party's consent in writing.
- 3.2 The financial arrangement relating to each collaborative activity will be in accordance with the specific project agreement and programme of cooperation covering each collaborative activity. The Parties agree that in the absence of any specific agreement to the contrary, all expenses, including but not limited to, salary, travel, living and allied costs relating to each collaborative activity shall be borne by the Party who incurs such expenses.

## **4 INTELLECTUAL PROPERTY, INVENTIONS AND INNOVATIONS**

- 4.1 The terms with respect to title to and exploitation of intellectual property, inventions and innovations (including but not limited to trademarks and service marks, copyright, patents, know-how, designs and confidential information on the subject of such intellectual property, inventions and innovations) will be negotiated on a project-by-project basis in the specific project agreements and programmes of cooperation referred to in Clause 3. Save as aforesaid, nothing in this MOU shall be construed as a license or transfer or an obligation to enter into any further agreement with respect to any intellectual property currently licensed to or belonging to either Party.
- 4.2 All intellectual property held by a Party prior to entering into this MOU or disclosed or introduced in connection with this MOU and all materials in which such intellectual property is held, disclosed or introduced shall remain the property of the Party introducing or disclosing it.

## **5 PUBLICATION OF ARTICLES**

Each Party may, with the written consent of the other Party, such consent not to be unreasonably withheld, publish the findings of the collaborative activities of the Parties in the form of an article in a journal, newspaper or other magazine, provided that where an application for registration of a trademark, service mark or design, or an application for a patent, will be made, such an article shall not be published for a period of up to ninety (90) days for the said application to be made. A copy of the article to be published shall be provided to the Party whose written consent is required hereunder prior to publication of the same for that Party's perusal and written consent.



**6 REPRESENTATION TO THE PUBLIC AND CONFIDENTIALITY**

- 6.1 Neither Party shall use the name or logo of the other Party for any purpose whether in relation to any advertisement or other form of publicity without obtaining the prior written consent of the other Party.
- 6.2 Notwithstanding the generality of the above, the Parties may notify third Parties of the fact that this MOU is in effect.
- 6.3 All information furnished in relation to this MOU by one Party to the other, which is clearly identified as proprietary or confidential at the time of disclosure, will be kept confidential by the receiving Party, and will not be disclosed to any third party otherwise than to carry out the provisions of this MOU, unless agreed in writing between the Parties.
- 6.4 The provisions of Clause 6.3 above will not apply to information in the public domain; information in the possession of the receiving Party prior to the disclosure of the information; information which is independently developed by the receiving Party; information required to be released by law; and information which is rightfully received by the receiving Party from third parties without any breach of confidentiality obligations.
- 6.5 Clauses 6.3, 6.4 and 6.5 will survive the expiry or termination of this MOU for one (1) year from the date of expiry or termination of this MOU.

**7 AMENDMENT AND TERMINATION**

This MOU may be renewed once every three (3) years by mutual consent of the Parties. The MOU may be modified with mutual written approval of both Parties. Upon the giving of six (6) months written notice, either Party may terminate this MOU. The notice provision will not adversely affect any programs in progress at the time of the decision.

**8 DISPUTE RESOLUTION**

Any disputes arising under or in connection with this MOU which cannot be resolved by amicable discussions between the Parties shall be referred to the Presidents of the respective Parties or their nominees for resolution, or may be submitted to such alternative dispute resolution mechanism as may be agreed in writing between the Parties.

**9 OBLIGATIONS**

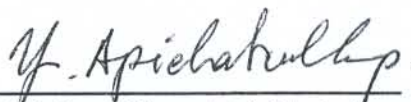
Nothing in this MOU is intended to affect, alter or amend either Party's legal rights or obligations with respect to the other Party. This MOU shall serve only as a magnification of each Party's desire to cooperate in joint academic and educational ventures and, if possible, to negotiate and execute valid legally binding obligations in the future.

IN WITNESS WHEREOF the parties hereto have caused this MOU to be duly executed on the day and year first abovementioned.



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Professor Brenda Yeoh Saw Ai  
Dean, Faculty of Arts and Social Sciences  
National University of Singapore



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Assistant Professor Yaowalak Apichatvullop  
Dean, Faculty of Humanities and Social Sciences  
Khon Kaen University

**AGREEMENT FOR  
FACULTY-WIDE EXCHANGE PROGRAMME  
FOR UNDERGRADUATE AND POSTGRADUATE STUDENTS**

Between

**NATIONAL UNIVERSITY OF SINGAPORE**  
acting through its **FACULTY OF ARTS AND SOCIAL SCIENCES**

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Dated 17 May 2010



**NUS**  
National University  
of Singapore



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**1. INTRODUCTION**

The objective of this Agreement is to establish a faculty-level student exchange programme for undergraduate and postgraduate students ("**Exchange Programme**") between NUS and KKU.

**2. NUMBER OF EXCHANGE STUDENTS**

- 2.1 The equivalent of a maximum of five (5) NUS undergraduate students will be exchanged between the universities in each academic year ("**exchange students**"). For this purpose:
  - a. Two (2) NUS undergraduate students enrolling for one semester of study is equivalent to one (1) KKU postgraduate student enrolling for one semester of study; and
  - b. One (1) NUS undergraduate student enrolling for one semester of study is equivalent to one (1) KKU undergraduate student enrolling for one semester of study.
- 2.2 The total number of KKU students participating in the Exchange Programme in each academic year shall not exceed the equivalent of five (5) NUS undergraduate students. The number of exchange students may be amended by mutual agreement before the end of January each year.
- 2.3 The Exchange Programme aims for a balance in the number of students exchanged (based on the exchange rates set out above) over the term of the Agreement. If either university is unable to send the maximum number of exchange students for one semester of study in any year during the Term of the Agreement, then that university will be eligible to send additional exchange students, equal to the deficit, in the following year during the Term of the Agreement. The intention is that over time, an equal number of student-semesters will be undertaken in each direction.



### **3. ACADEMIC YEAR**

- 3.1 The structure of the academic year for KKU and NUS is at **Annex 1A**.
- 3.2 An exchange student may participate in the Exchange Programme for one semester or academic year of study at the host university.
- 3.3 The agreement of both universities must be obtained by the exchange student to extend the duration of study at the host university into the following semester, subject to an academic year being the maximum duration of study at the host university.

### **4. PREREQUISITES FOR SELECTION**

- 4.1 Both universities will select students for the Exchange Programme on the basis of merit and other non-discriminatory eligibility criteria as listed in **Annex 2A**. The required supporting documents are listed in **Annex 2B**.
- 4.2 The exchange student must meet the admission requirements of the host university and may have to fulfil other conditions, prerequisites and documentation for the host university. The exchange student will be nominated by the home university for admission as an exchange student of the host university in the following academic year.

### **5. SELECTION & NOMINATION**

- 5.1 Each home university should complete its selection of exchange students and nominate its exchange students for the Exchange Programme in the following academic year to the host university within a reasonable time frame to be mutually agreed between the universities. The exchange student's nomination should be accompanied by a:
  - (a) curriculum vitae;
  - (b) statement of academic aptitude from a member of the student's faculty; and
  - (c) specific outline of the programme of study at the host university.

- 5.2 The host university should evaluate the nominated exchange students and determine their acceptability for admission as exchange students by the end of April. The host university reserves the right to reject the home university's nominated exchange students. The home university may appeal the rejection.

### **6. PROGRAMME OF STUDY**

- 6.1 The exchange students must propose a programme of study at the host university. The modules or courses proposed must fulfil the exchange student's degree requirements at his home university.
- 6.2 Both universities should, therefore, provide each other with material on the details of modules or courses available in the following academic year. The material of the host university should be regularly updated and accessible to the exchange students of the home university. The material may be placed in the host university's reference library and/or on the internet.
- 6.3 The modules or courses must be self-contained and completed within the semester or term. For courses not taught in English on a regular basis the host university will make all possible efforts to offer complementary instruction in the English language, except where proficiency of another language is a prerequisite for a module or course. Academic counselling is the responsibility of



the exchange student's faculty coordinator at the home university. An alternative module or course that will fulfil the degree requirements of the exchange student should be proposed if the original module or course is unavailable.

## **7. FEES & EXPENSES**

- 7.1 The requirement to pay its tuition fees is waived by the host university and the exchange students shall continue to pay tuition fees to their home university. The home university has the discretion to impose certain non-academic or non-obligatory fees on their exchange students, which are to be paid before their departure for the host university.
- 7.2 The financial responsibility of exchange students participating in the Exchange Programme (under this Agreement and for the duration of their study abroad at the host university) is at **Annex 3A**.
- 7.3 The use of non-academic or non-obligatory facilities, services and functions at the host university may require the payment of fees by the exchange student.
- 7.4 The exchange student is responsible for all expenses of accompanying spouse and/or dependants.
- 7.5 Exchange students will be able to apply for any financial assistance as may be available to foreign students of the host university, subject to any terms and conditions as may be imposed by the host university.

## **8. STUDENTS' OBLIGATIONS**

Exchange students are subject to the rules and regulations of the host university in addition to those at their home university. Any breach of those rules and regulations will be dealt with in accordance with the established policies and procedures of the host university in consultation with the home university. The other obligations of the exchange students are listed at **Annex 3B**.

## **9. REGISTRATION & ADMINISTRATION**

- 9.1 The exchange student will be registered as a non-degree, non-graduating or not-for-degree student for the duration of study at the host university. This Agreement excludes any expectation of a transfer to the graduating programme of the host university.
- 9.2 The appropriate authority at the host university will arrange an orientation programme for the exchange students. The host university will make every reasonable effort to provide university-approved or suitable accommodation on or off-campus. Accommodation, although not guaranteed, will be provided at the standard rates and is restricted to the exchange student. Accommodation does not extend to dependants and/or spouses.
- 9.3 The host university will issue a notification of results to the exchange student's home university upon completion of the duration of study. The home university should determine the academic credit to be granted to their exchange students for modules/courses completed after the duration of study at the host university.
- 9.4 Each university will appoint an Exchange Coordinator to administer the terms of this Agreement. The appropriate officials for both universities are listed in **Annex 1B**.

**10. TERM AND IMPLEMENTATION OF THE AGREEMENT**

- 10.1 This Agreement will come into force upon the Effective Date and will remain in effect for three (3) years (the "Term"). Both universities may at any time review this Agreement and the actions taken under it. Modifications to this Agreement may be made only in writing by mutual consent. This Agreement may be extended upon its expiry with the written agreement of both universities.
- 10.2 Either of the universities may terminate this Agreement by written notification to the other university of its desire to terminate one (1) year prior to the desired date of termination.
- 10.3 The termination of this Agreement shall not affect the implementation of the exchanges approved under it prior to such termination.

**11. DISPUTE RESOLUTION**

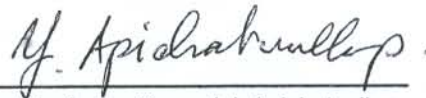
- 11.1 Any disagreement or dispute arising out of or in connection with this Agreement shall, in the first instance be settled through an amicable process between NUS and KKU based on principles of discussion and mutual consultation leading to a decision based on consensus between NUS and KKU.
- 11.2 Should the process of discussion and mutual consultation fail to achieve a resolution of the aforementioned disagreement or dispute that is acceptable to both NUS and KKU, then, it shall be referred to the Presidents of the respective universities or their nominees for resolution, or may be submitted to such alternative dispute resolution mechanism as may be agreed in writing between the universities.

Both universities welcome the establishment of the Exchange Programme and jointly agree to the terms of this Agreement as set out above.



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Professor Brenda Yeoh Saw Ai  
Dean, Faculty of Arts and Social Sciences  
National University of Singapore



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Assistant Professor Yaowalak Apichatvullop  
Dean, Faculty of Humanities and Social Sciences  
Khon Kaen University

**ANNEX 1A STRUCTURE OF ACADEMIC YEAR**

<u>Khon Kaen University</u>	<u>SEMESTER/TERM</u>	<u>National University of Singapore</u>
Beginning-June to end-September	<b>Semester I</b>	beginning-August to end-November
Mid-March to mid-May	<b>Special Term</b>	beginning-May to mid-June mid-June to end-July
Beginning-late October to end-February	<b>Semester II</b>	beginning-January to end-April

**ANNEX 1B OFFICIALS AT UNIVERSITIES**

<u>Khon Kaen University</u>	<u>ACTIVITY</u>	<u>National University of Singapore</u>
Dean, Faculty of Humanities and Social Sciences (HUSO)	<b>Administration of SEP</b>	Administrator, Registrar's Office
Administrator, Registrar's Office	<b>Application &amp; Registration</b>	Administrator, Registrar's Office
SEP Coordinator, Dean's Office	<b>Academic Counselling</b>	SEP Coordinator, Dean's Office
Administrator, International Relations of HUSO	<b>Halls &amp; Other Accommodation</b>	Administrator, Office of Student Affairs
Administrator, International Relations of HUSO	<b>Orientation &amp; Welfare</b>	Administrator, Office of Student Affairs
Assistant Dean, International Relations Section	<b>Official Visits &amp; Academic Links</b>	Director, International Relations Office



## ANNEX 2A SELECTION CRITERIA

The home university must ensure that the exchange student should:

- (a) be registered as a full-time undergraduate or postgraduate student of the home university and preferably be an eligible national (citizen or permanent resident) of the country;
- (b) have successfully completed at least:
  - (i) one (1) semester of study at the home university upon application for the Exchange Programme; and
  - (ii) two (2) semesters of study upon admission to the host university;
- (c) be a student of good standing at the home university with a minimum 'B' average grade or 70% average marks or ranking in the top one-third of the class; a minimum 'B' grade in the current/intended discipline/major; and not have any grade below 'C', the equivalent of a Cumulative Average Point score of 3.0 at NUS;
- (d) propose an appropriate programme of study at the host university;
- (e) show the aptitude, motivation and maturity, to thrive in the environment at the host university; and
- (f) have sufficient funds for all fees, personal and living expenses for the duration of the study abroad at the host university.

## ANNEX 2B SUPPORTING DOCUMENTS AND OTHER PREREQUISITES

- (a) NUS students applying for admission as an exchange student must submit to KKU:
  - (i) the application form;
  - (ii) documentary proof of nationality;
  - (iii) transcript of academic record; and
  - (iv) documentary proof that they are nominated by NUS for the Exchange Programme.

There are no prerequisites for NUS students applying to KKU.

- (b) KKU students applying for admission as an exchange student must submit to NUS:
  - (i) application form;
  - (ii) documentary proof of nationality;
  - (iii) transcript of academic record; and
  - (iv) documentary proof that they are nominated by KKU for the Exchange Programme.

There are no prerequisites for KKU students applying to NUS.

**ANNEX 3A FINANCIAL RESPONSIBILITY OF EXCHANGE STUDENTS**

- (a) tuition, academic and obligatory fees at their home university. Correspondingly, these fees will be waived at the host university;
- (b) medical/health insurance;
- (c) obligatory expenditure required in the country of the host university;
- (d) journey to and from the country of the host university;
- (e) personal and living expenses, including accommodation and food; and
- (f) any debts/costs of damages incurred for the duration of their study abroad.

**ANNEX 3B OTHER OBLIGATIONS OF EXCHANGE STUDENTS**

- (a) applying for accommodation at the host university;
- (b) their travel arrangements;
- (c) satisfying the immigration requirements for their journey to and from the country of the host university;
- (d) registering with the diplomatic mission of the home country upon arrival in the country of the host university (if applicable);
- (e) providing the appropriate authority at the home university with postal and other addresses, upon registration at the host university; and
- (f) registering with the home university for the next semester, upon completion of the duration of study at the host university.